SM No. CNH0002080111

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

(EXEMPT)

070
Reconstructing the Truck Scale Facilities on US Highway 45 North and South bound sides, near Corinth, known as Federal Aid Project No. NH-0002-08(011) / 104124301, in the County of Alcorn, State of Mississippi.
Project Completion: March 31, 2009

NOTICE

BIDDERS MUST PURCHASE A BOUND PROPOSAL
FROM MDOT CONTRACT ADMINISTRATION DIVISION
TO BID ON THIS PROJECT.

Electronic addendum updates will be posted on www.goMDOT.com

SECTION 900

OF THE CURRENT
(2004) STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

JACKSON, MISSISSIPPI

BIDDER CHECK LIST
(FOR INFORMATION ONLY)

_____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.

_____ If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.

_____ First sheet of SECTION 905--PROPOSAL has been completed.

_____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.

_____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.

_____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.

_____ Form OCR-485, when required by contract, has been completed and signed.

_____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.

_____ Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).

_____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.

_____ Subcontract Certificate, when included in contract, has been completed and signed.

_____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.

_____ A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Resident Agent for the Surety with Power of Attorney attached or on file with the Department's Contract Administration Engineer.

_____ Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception - an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

(09/2004)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS.

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 9:30 o'clock A.M., Tuesday, January 23, 2007; thereafter, bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Adminstration Building, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday January 23, 2007, and shortly thereafter publicly opened for:

Reconstructing the Truck Scale Facilities on US Highway 45 North and South bound sides, near Corinth, known as Federal Aid Project No. NH-0002-08(011) / 104124301, in the County of Alcorn, State of Mississippi.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-58 1, Work Hours Act of 1962, as set forth in the Contract Provisions.

The Mississippi Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, religion or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE requirements.

Bid proposals must be acquired from the MDOT Contract Administration Division. These proposal are available at a cost of Ten Dollars ($10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars ($10.00) per proposal, or can be viewed or downloaded at no cost at www.gomdot.com.

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, Room 1100, MDOT Administration Building, 401 North West Street, Jackson, Mississippi, 39201, Telephone (601) 359-7460 or e-mail at plans@mdot.state.ms.us or FAX (601) 359-7461. Plans will be shipped upon receipt of payment.

Bid bond, signed or countersigned by a Mississippi Resident Agent, with Power of Attorney attached or on file with the Contract Administration Engineer of the Department, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

The attention of bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

LARRY L. "BUTCH" BROWN
EXECUTIVE DIRECTOR

(FAPWP)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1 **CODE: (IS)**

DATE: 05/03/2004

SUBJECT: Governing Specifications

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the MDOT Construction Division.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2 **CODE: (IS)**

DATE: 05/03/2004

SUBJECT: Status of Right-of-Way, Utility Adjustments and Potentially Contaminated Sites

Although it is desirable to have acquired all rights-of-way and completed all utility adjustments and work to be performed by others prior to receipt of bids, it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of unacquired rights-of-way, relocatees and utilities which have not been completed.

The status of right-of-way and utility adjustments and potentially contaminated sites are set forth in attachments entitled "Status of Right-of-Way", "Status of Utility Adjustments" and "Status of Potentially Contaminated Sites."

In the event right of entry is not available to ALL parcels of right-of-way and all work complete that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed, the Department will issue a restricted Notice to Proceed upon written request of the Contractor.

STATUS OF RIGHT-OF-WAY
NH-0002-8(011)
104124/301000
Alcorn County
December 15, 2006

All rights of way and legal rights of entry have been acquired, **except:**

NONE.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
104124/301000
NH-0002-8(011)
ALCORN COUNTY
November 17, 2006

Reference is made to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Removal of Obstructions".

There are no buildings to be removed by the Contractor.

For information purposes, the following pertinent information is furnished concerning asbestos containing materials (ACMs), if any, found in buildings to be removed by others.

North-bound Scale

The North scale building was inspected by the Department and found to contain approximately 350 sq. ft. of ACMs in the flooring and 450 sq. ft. in the built-up roofing. Removal of all identified ACMs will be completed by licensed asbestos personnel prior to demolition. Proper notification forms will be submitted to the MDEQ prior to demolition.

The pump house was inspected by the Department. Of the suspect materials tested, none were found to contain ACMs in quantities greater than one percent. Demolition will be conducted without the use of asbestos control measures. Proper notification forms will be submitted to the MDEQ prior to demolition.

South-bound Scale

The South scale building was inspected by the Department and found to contain approximately 350 sq. ft. of ACMs in the flooring and 450 sq. ft. in the built-up roofing. Removal of all identified ACMs will be completed by licensed asbestos personnel prior to demolition. Proper notification forms will be submitted to the MDEQ prior to demolition.

The pump house was inspected by the Department. Of the suspect materials tested, none were found to contain ACMs in quantities greater than one percent. Demolition will be conducted without the use of asbestos control measures. Proper notification forms will be submitted to the MDEQ prior to demolition.

STATUS OF POTENTIALLY CONTAMINATED SITES
NH-0002-8(011)
104124/301000
ALCORN COUNTY
November 17, 2006

This project has been inspected and there was no visible indication of potentially contaminated sites within the proposed right of way.

Water wells located at the truck scales will be abandoned, under separate contract to the MDOT, according to the requirements of the MS Department of Environmental Quality. No further actions should be required.

UTILITY STATUS REPORT

NH-0002-08(011) / 104124301

Alcorn County

November 16, 2006

This is to certify that no utilities that will conflict with proposed construction on the above captioned project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 12 **CODE: (IS)**

DATE: **05/03/2004**

SUBJECT: **Federal Bridge Formula**

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

http://ops.fhwa.dot.gov/freight/regulate/sw/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 13 **CODE: (IS)**

DATE: 05/03/2004

SUBJECT: Submission of Form OCR-485

Bidders are hereby advised that Form OCR-485 will be completed by **ALL BIDDERS** submitting a bid proposal and **must be included in the bid proposal package**. Failure to include Form OCR-485 in the bid proposal package will cause the Contractor's bid to be considered **irregular**.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 640 **CODE: (IS)**

DATE: 09/26/2005

SUBJECT: Fiber Reinforced Concrete

Bidders are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 696

DATE: 08/17/2006

The goal is 0 percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website (http://www.gomdot.com/bidsystem/) for results. Bid tabulations are usually posted by 3:00 pm on Letting Day.

Form OCR-481 is available at http://www.gomdot.com/business/dbe/pdf/OCR_481.pdf or by calling 601-359-7466.

All OCR-481s must be returned within 10 days following the bid letting to the MDOT Office of Civil Rights, P.O. Box 1850, Jackson, MS 39215-1850.

For answers to questions, contact the MDOT Office of Civil Rights at (601) 359-7466.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

> The bidder hereby gives assurance pursuant to the applicable requirements of "Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" and "Part 26, Title 49, Code of Federal Regulation" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 696 **CODE: (IS)**

DATE: 12/20/2005

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION

This contract is subject to the "Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations." Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P. O. Box 1850
Jackson, Mississippi 39215-1850

POLICY

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

ASSURANCES THAT CONTRACTORS MUST TAKE:

MDOT will require that each contract which MDOT signs with a subrecipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

"The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate."

DEFINITIONS

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

CONTRACTOR'S OBLIGATION

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

The percentage of the contract that is proposed for DBEs shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Contract Administration Division Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the bids.

FORMS ARE AVAILABLE FROM THE CONTRACT ADMINISTRATION DIVISION

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, with the proposal, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted with the bid proposal, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

(1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;

(2) whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;

(3) whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;

(4) whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;

(5) whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;

(6) whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

(7) whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

(8) whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.

DIRECTORY

Included with this Bid Proposal is a list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UCP).

The DBE firm must be on the Department's list of "Certified DBE Contractors" that is attached to this proposal and approved by MDOT to count towards meeting the DBE goal.

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was awarded, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the Prime or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

GOOD FAITH EFFORTS

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

(a) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(b) Efforts to negotiate with certified DBE Contractors for specific items shall include as a minimum:

(1) The name, address, and telephone number of each DBE contacted;

(2) A description of the information provided about the plans and specifications for those portions of the work to be subcontracted; and

(3) A statement of why agreements were not reached.

(c) For each DBE contacted that was rejected as unqualified, the reasons for such conclusion.

(d) Efforts made to assist each DBE that needed assistance in obtaining bonding or insurance required by the Contractor.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

PARTICIPATION / DBE CREDIT

Participation shall be counted toward meeting the goal in this contract as follows:

(1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.

(2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.

(3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.

(4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

(5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count 60 percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.

(6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.

(7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

AWARD

Award of this contract to the low bidder will be contingent upon the following conditions:

(1) Concurrence from Federal Highway Administration, when applicable.

(2) Bidder must submit to the Contract Administration Division for approval, Form OCR-481 (DBE Commitment) no later than the 10th day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal.

(3) Bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted. This information must be submitted on form OCR-485 in the back of the contract proposal.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

DEFAULT

The contract goal established by MDOT in this proposal must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

(1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.

(2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.

(3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).

(4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors.

(5) OCR-485: The bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted.

(6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720 or CAD-725).

SANCTIONS

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

(1) Disallow credit towards the DBE goal

(2) Withhold progress estimate payments

(3) Deduct from the final estimate an amount equal to the unmet portion of the DBE goal

(4) Recover an amount equal to the unmet contract goal

(5) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.

(6) Deduct from the Contractor's final estimate all or any combination of the following.

Offense	Percentage of the monetary amount disallowed from (1) above	Lump Sum
# 1	10%	$ 5,000 or both
# 2	20%	$ 10,000 or both
# 3	40%	$ 20,000 & debarment

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 777 **CODE: (IS)**

DATE: 04/13/2006

SUBJECT: On-The-Job Training Program

Payment for training hours will be handled as outlined in Special Provision 906-6. A pay item for trainees will not be included in individual construction projects. Payment for training individuals will be processed in accordance with the conditions in MDOT's ON-THE-JOB TRAINING PROGRAM (Special Provision 906-6).

On Federal-Aid projects, failure on the part of the Contractor to carryout the terms of the Alternate Training Special Provision (Special Provision 906-6) will be considered grounds to preclude the Contractor from participating in the Alternate On-The-Job Training Program. In the event the Department is required to preclude the Contractor from participating in the program, the Contractor will be required to adhere to the requirements of the Training Special Provision (Special Provision 906-3), for which purpose the special provision is also made a part of this proposal.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 882 **CODE: (IS)**

DATE: 04/06/2006

SUBJECT: DBE Participation and Payment

Bidders are hereby advised that the participation of a DBE Firm can not be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-482 has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

Form OCR-484 has also been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the 20th of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

Forms OCR-482 and OCR-484 can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under the *Business Section, DBE Information, Applications and Forms for the DBE Program, Monthly Certification Of Payment To Subcontractors (OCR-484)(MDOT).*

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 883 **CODE: (IS)**

DATE: 04/28/2006

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, CAD-880, CAD-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section V, page 6 of Form FHWA-1273.

On State-Funded Projects, CAD-880 is required each week the Contractor or a Subcontractor performs work on the project.

When no work is performed on either Federal-Aid and State-Funded Projects, the Contractor should only submit CAD-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 935 **CODE: (IS)**

DATE: 06/22/2006

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

Page	Subsection	Change
101	201.01	In the second sentence of the first paragraph, change “salvable” to “salvageable”.
107	202.04	In the fourth sentence of the fourth paragraph, change “yard” to “feet”.
107	202.05	In the list of units measurements for 202-B, add “square foot”.
132	211.03.4	In the second sentence of the second paragraph, change “planted” to “plated”.
200	307.03.7	In the fourth sentence of the second paragraph, change “lime-fly ash” to “treated”.
236	401.01	Change the header from “Section 403” to “Section 401”.
242	401.02.3.2	In the first sentence of the third full paragraph, add “1/8” in the blank before the inch mark.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change “rutting over ” ” to “rutting over 1/8" ”.
253	401.02.6.4.2	In the paragraph preceding the table, change “91.0” to “89.0”.
259	401.03.1.4	In the first paragraph, change “92.0 percent” to “the specified percentage (92.0 or 93.0)”.
269	403.03.2	In the table at the top of page 269, change the PI requirement from “ = ” to “ ≤ ”.
278	404.04	In the second sentence, change the subsection from “401.04” to “403.04”.

283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
340	511.04	In the second sentence of the second paragraph, change "412" to "512".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
444	626.03.1.2	Delete the third sentence of the first paragraph.
464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".
570	682.03	Change the subsection number from "682-03" to "682.03".
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".
596	701.02	In the table under the column titled "Cementations material required", change Class F, FA" to "Class F FA,".
603	702.11	In the first sentence, change "702.12" to "Subsection 702.12".
612	703.04.2	In the fifth paragraph, delete "Subsection 703.11 and".
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100".
618	703.13.1	In the first sentence of the first paragraph, change "703.09" to "703.06".
618	703.13.2	In the first sentence, change "703.09" to "703.06".

671	712.06.2.2	In the first sentence, change "712.05.1" to "Subsection 712.05.1".
689	714.11.2	In the first sentence, change "412" to "512".
741	720.05.2.2	In the last sentence of this subsection, change "720.05.2.1" to "Subsection 720.05.2.1".
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change "803.03.5.4" to "803.03.2.3.4".
833	803.03.2.6	In the first sentence, change "803.03.7" to "803.03.2.5".
854	804.02.11	In the last sentence of the first paragraph, change "automatically" to "automatic".
859	804.02.13.1.3	In the last sentence, change Subsection "804.02.12.1" to "804.02.12".
879	804.03.19.3.2	In the first sentence of the third paragraph, change "listed on of Approved" to "listed on the Approved".
879	804.03.19.3.2	In the last sentence of the last paragraph, change "804.03.19.3.1" to "Subsection 804.03.19.3.1".
962	814.02.3	In the first sentence, change "710.03" to "Subsection 710.03".
976	820.03.2.1	In the first sentence, change "803.02.6" to "803.03.1.7".
976	820.03.2.2	In the first sentence, change "803.03.9.6" to "803.03.1.9.2".
985	Index	Change the subsection reference for Petroleum Asphalt Cement from "702.5" to "702.05".
985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from "700.2" to "700.02".
985	Index	Change the subsection reference for Automatic Batchers from "501.03.2.4" to "804.02.10.4".
986	Index	Delete "501.03.2" as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from "501.03.3.2" to "804.02.11".

988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from "501.03.2" to "804.02.11".
999	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from "605.3.5" to "605.03.5".
1002	Index	Change the subsection reference for Metal Posts from "713.05.2" to "712.05.2".
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from "703.3" to "703.03".
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from "703.8" to "703.08".
1009	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to "Working Day, Definition of".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 1259 **CODE: (SP)**

DATE: **12/11/2006**

SUBJECT: **Petroleum Products Base Prices For Contracts Let in January, 2007**

REFERENCE: **Subsection 109.07**

The following base prices are to be used for adjustment in compensation due to changes in costs of petroleum products:

FUELS

	Per Gallon	Per Liter
Gasoline	$2.0000	$0.5283
Diesel	$2.3406	$0.6183

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	$1.4933	$354.29	$0.3945	$390.53
Viscosity Grade AC-10	$1.5204	$360.71	$0.4016	$397.61
Viscosity Grade AC-20	$1.5114	$358.57	$0.3993	$395.25
Viscosity Grade AC-30	$1.4928	$354.17	$0.3944	$390.40
Grade PG 64-22	$1.4993	$355.71	$0.3961	$392.10
Grade PG 67-22	$1.4813	$351.43	$0.3913	$387.38
Grade PG 76-22	$1.9108	$453.33	$0.5048	$499.70
Grade PG 82-22	$2.0611	$489.00	$0.5445	$539.02

EMULSIFIED ASPHALTS

Grade EA-4, SS-1, AE-P	$1.3619		$0.3598
Grade RS-2C, CRS-2	$1.3362		$0.3530
Grade CRS-2P	$1.5931		$0.4209

PRIMES

Grade EA-1, MC-70	$1.7724		$0.4682

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1290 **CODE: (SP)**

DATE: 12/14/2006

SUBJECT: Contract Time

PROJECT: NH-0002-08(011) / 104124301 -- Alcorn County

The calendar date for completion of Work to be performed by the Contractor for this Project shall be **March 31, 2009**, which date or extended date as provided in Subsection 108.06 shall be the end of Contract Time. The anticipated date for Notice of Award of **February 13, 2007**, shall be after the execution of the Contract. The anticipated date for issuing the Beginning of Contract Time and Notice to Proceed will be **March 8, 2007**.

Liquidated damages per calendar day shall be charged the Contractor for each day the Work is not complete based on Contract Sum of the Work.

A Construction Schedule as described in Section 01320 of Special Provision 907-242-9 will be required.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1291

DATE: 12/18/2006

SUBJECT: Specialty Items

PROJECT: NH-0002-08(011) / 104124301 - Alcorn County

Pursuant to the provisions of Section 108, the following work items are hereby designated as "Specialty Items" for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

CATEGORY: EROSION CONTROL

Line No	Pay Item	Description
0060	212-B001	Standard Ground Preparation
0070	216-B001	Solid Sodding, Centipede
0080	219-A001	Watering
0090	234-A001	Temporary Silt Fence
0100	235-A001	Temporary Erosion Checks
0470	907-213-A001	Agricultural Limestone

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0260	626-B001	6" Thermoplastic Traffic Stripe, Continuous White
0270	626-E001	6" Thermoplastic Traffic Stripe, Continuous Yellow
0280	626-G001	Thermoplastic Detail Stripe, White
0290	626-H001	Thermoplastic Legend, White
0550	907-626-G001	Thermoplastic Detail Stripe, Blue-ADA
0560	907-626-H002	Thermoplastic Legend, Blue-ADA Handicap Symbol

CATEGORY: SURVEY AND STAKEING

Line No	Pay Item	Description
0460	699-A001	Roadway Construction Stakes

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0300	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0310	630-C004	Steel U-Section Posts, 3.0 to 3.5 lb/ft

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1303 **CODE: ()**

DATE: 12/21/2006

SUBJECT: Building Requirements

PROJECT: NH-0002-08(011) / 104124301 -- Alcorn County

Bidders are hereby advised that the requirements set forth in Special Provision No. 907-242-9 is applicable to the construction of the building ONLY.

SUPPLEMENT TO FORM FHWA-1273

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in Wage Determination Decision No. MS20030021 dated July 9, 2004.

AREA 1 COUNTIES:

ALCORN, BENTON, CALHOUN, CHICKASAW, CHOCTAW, CLAY, ITAWAMBA, LAFAYETTE, LEE, LOWNDES, MARSHALL, MONROE, OKTIBBEHA, PONTOTOC, PRETISS, TIPPAH, TISHOMINGO, UNION, AND WEBSTER

PAYROLL CODE	CLASSIFICATION	MIN. HOURLY WAGE RATE
100	Air Tool Operator (Jack Hammer/Air Comp.)	$5.15
105	Asphalt Raker	6.55
108	Mason Tender (Cement Mason Helper)	6.84
110	Carpenter	8.56
120	Cement Mason (Finisher)	8.07
130	Electrician	16.34
131	Mechanic (Heavy Equipment)	8.83
135	Oiler-Greaser	7.60
140	Form Setter	7.00
145	Grade Checker (Asphalt Crew)	7.50
150	Ironworker, Reinforcing (Tie Steel)	8.00
155	Ironworker, Structural	7.26
160	Laborer, Unskilled	6.12
165	Pipelayer	7.42
175	Painter (Structural Steel)	8.23
180	Piledriverman	7.71
185	Truck Driver (All Types)	6.66
190	Joint Filler	5.15
195	Joint Setter	5.15
197	Welder	9.03
	POWER EQUIPMENT OPERATORS	
205	Aggregate Spreader Operator	6.75
212	Asphalt Broom (Sweeper) Operator	5.75
214	Asphalt Paving Machine/Spreader Operator	7.47
215	Asphalt Distributor Operator	7.30
216	Asphalt Plant Operator	6.85
220	Backhoe (Shovel) Operator	8.72
225	Bulldozer Operator	8.83
235	Concrete Finishing/Curing Machine Operator	7.25
240	Concrete Paving Machine Operator (Spreader)	9.00
250	Concrete Saw Operator	8.30
255	Concrete Breaker & Hydro-Hammer Operator	8.24
270	Loader (All Types)	7.95
275	Milling Machine Operator	7.40
280	Mixer Operator (All Types)	6.00
285	Motor Patrol (Grader) Operator	9.22
290	Mulcher Machine Operator	6.00
295	Earth Auger Operator	8.00
300	Piledriver Machine Operator	10.50
305	Roller Operator (Self-Propelled)	6.57
310	Scraper Operator (All Types)	8.05
315	Striping Machine Operator	12.50
320	Tractor Operator (Track Type)	7.14
325	Tractor Operator (Wheel Type)	6.26
330	Trenching Machine Operator	8.01
350	Crusher Feeder Machine Operator	5.50
360	Crane (Dragline) Operator	9.47
365	Guardrail Post Driver	6.75

Authorized Payroll Code may be used in lieu of classification titles on weekly payrolls submitted to this Department. Codes or classification titles not conforming to those listed will not be acceptable.

SUPPLEMENT TO FORM FHWA-1273

DATE: 6/15/94

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Mississippi Department of Transportation Form CAD-720) shall include a copy of subcontract for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant

of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly takecorrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward

qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within thetime limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level ofprogress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wagedetermination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the

same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned,

without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provideall safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary,

hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false represen-tation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended andsupplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such require-ments.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowinglyrendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive

Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma,Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe,Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower,Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-1 **CODE: (IS)**

DATE: 05/03/2004

SUBJECT: Partnering Process

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-104.01--Intent of Contract. At the end of Subsection 104.01 on Page 24, add the following:

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

This contract imposes an obligation of good faith and fair dealing in its performance and enforcement.

The contractor and the Department, with a positive commitment to honesty and integrity, agree to the following mutual duties:

A. Each will function within the laws and statutes applicable to their duties and responsibilities.

B. Each will assist in the other's performance.

C. Each will avoid hindering the other's performance.

D. Each will proceed to fulfill its obligations diligently.

E. Each will cooperate in the common endeavor of the contract.

VOLUNTARY PARTNERING:

The Mississippi Department of Transportation intends to encourage the foundation of a cohesive partnership with the contractor and its principal subcontractors and supplier. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with plans and specifications.

This partnership will be bilateral in make-up, and participation will be totally voluntary. Any cost associated with effectuating this partnering will be agreed to by both parties and will be shared equally.

To implement this partnering initiative prior to starting of work in accordance with the requirements of Subsection 108.02 Notice to Proceed and prior to the preconstruction conference, the contractor's management personnel and MDOT's District Engineer, will initiate a partnering development seminar/team building workshop. The Contractor working with the assistance of the District and the State Construction Engineer will make arrangements to determine attendees for the workshop, agenda of the workshop, duration, and location. Persons required to be in attendance will be the MDOT key project personnel, the contractor's on-site project manager and key project supervision personnel of both the prime and principal subcontractors and suppliers. The project design engineers, FHWA and key local government personnel will be also be invited to attend as necessary. The contractors and MDOT will also be required to have Regional/District and Corporate/State level managers on the project team.

Follow-up workshops may be held periodically throughout the duration of the contract as agreed by the contractor and Mississippi Department of Transportation.

The establishment of a partnership charter on a project will not change the legal relationship of the parties to the contract nor relieve either party from any of the terms of the contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-3 **CODE: (IS)**

DATE: 02/14/2006

SUBJECT: **Cooperation By Contractor**

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows:

907-105.05--Cooperation by Contractor. In the third sentence of the second paragraph of Subsection 105.05 on page 35, change "Notice to Proceed" to "Notice of Award".

Delete the fourth paragraph of Subsection 105.05 on page 35, and substitute the following.

The Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-1

DATE: 03/21/2006

SUBJECT: Liability Insurance

In the first sentence of the first paragraph of Subsection 907-107.14.2.1 on page 1, change "$300,000 each occurrence" to "$500,000 each occurrence".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-1 **CODE: (IS)**

DATE: 05/03/2004

SUBJECT: **Liability Insurance**

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-107.14.2--Liability Insurance. Delete in toto Subsection 107.14.2 beginning on page 60 and substitute:

907-107.14.2.1--General. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: $300,000 each occurrence; $1,000,000 aggregate; automobile liability - $500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & $100,000 each accident; $100,000 each employee; $500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Resident Agent of the insurance company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

907-107.14.2.2--Railroad Protective. The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of $2,000,000 each occurrence; $6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of $5,000,000 each occurrence; $10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

(1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,

(2) personal property owned by or in the care, custody or control of the railroads,

(3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and

(4) negligence of only the following classes of railroad employees:

(i) any supervisory employee of the railroad at the job site

(ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or

(iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of $1,000,000 each occurrence; $2,000,000 aggregate. **Automobile** with limits of $1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and $100,000 each accident; $100,000 each employee; $500,000 policy limit. **Excess/Umbrella Liability** $5,000,000 each occurrence; $5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-2 **CODE: (IS)**

DATE: 08/12/2005

SUBJECT: **Permits, Licenses and Taxes**

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-107.02--Permits, Licenses and Taxes. Delete in toto Subsection 107.02 on page 49 and substitute the following:

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-3 **CODE: (IS)**

DATE: 02/14/2006

SUBJECT: Contractor's Protection Plan

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-107.22.1--Contractor's Protection Plan. After item number 3 in Subsection 107.22.1 on page 65, add the following:

4. A copy of the certification for the Contractor's Certified Erosion Control Person for monitoring and maintaining the effectiveness of the erosion control plan, including NPDES permit requirements.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-11 **CODE: (IS)**

DATE: **04/21/2006**

SUBJECT: **Prosecution and Progress**

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-108.01--Subletting of Contract.

907-108.01.1--General. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following:

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

907-108.02--Notice To Proceed. Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following:

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice To Proceed date and the Notice to Proceed date stated in the contract.

907-108.06.1.2--Contract Time Assessment. At the end of the eighth paragraph of Subsection 108.06.1.2 on page 81, add the following:

When the approved progress schedule indicates that a controlling phase(s) is to be completed prior to December 1 and the physical features of the phase(s) have not been satisfactorily completed, beginning on December 1 the miscellaneous phase will be shown as the only active phase during the months of December, January, and February. Under this condition, time units, monthly time units divided by monthly calendar days, will be assessed in accordance with the applicable column in the TABLE OF TIME UNITS. If the physical features of the phase(s) have not been completed by March 1, the phase will resume as a controlling phase and time assessment will be made accordingly.

Delete the fourth and fifth sentence of the thirteenth paragraph of Subsection 108.06.1.2 on page 82, and substitute the following:

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-3

DATE: 11/21/2006

SUBJECT: Changes in Material Costs

After the last paragraph of Subsection 907-109.06.1 on page 1, add the following:

907-109.07--Changes in Material Costs. Delete the second sentence of the first paragraph of Subsection 109.07 on page 95, and substitute the following:

When a pay item on the bid sheets indicate that an adjustment is allowed and when a notice to bidders is included in the contract showing current monthly base prices, an adjustment will be provided as follows:

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-3 **CODE: (IS)**

DATE: 04/06/2006

SUBJECT: Partial Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-109.04--Extra and Force Account Work. Delete the first sentence of the second paragraph of Subsection 109.04 under (d) on page 92 and substitute the following:

In the event an agreement cannot be reached for a particular piece of equipment, the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates.

907-109.06--Partial Payment.

907-109.06.1--General. In the fourth sentence of the third paragraph of Subsection 109.06.1 on page 94, change “15 calendar days” to “25 calendar Days”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-213-1 **CODE: (IS)**

DATE: 09/23/2004

SUBJECT: Agricultural Limestone

Section 907-213, Fertilizing, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-213.05--Basis of Payment. Delete the first sentence of the first paragraph of Subsection 213.05 on page 136 and add the following as the first paragraph of this subsection.

Agricultural limestone will be paid for at the contract unit price per ton. Grade "A" agricultural limestone with an equivalent neutralizing value (ENV), determined in accordance with Subsection 907-715-02.2.1.3, of between 60.0% and 62.9% will be paid for at half (½) the contract unit price per ton. No payment will be made for Grade "A" agricultural limestone with an ENV less than 60.0%.

Delete the first pay item listed on page 137 and substitute the following:

907-213-A: Agricultural Limestone - per ton

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-242-9 **CODE: (SP)**

DATE: 11/15/2006

SUBJECT: Truck Scale Facility

Section 907-242, Truck Scale Facility, is added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-242 - TRUCK SCALE FACILITY

DESCRIPTION A: (Pay Item 907-242-A) This Work shall consist of minor site work and construct a Truck Scale Administration Building on U.S. Highway 45 (Northbound) near Corinth, Alcorn County, Mississippi.

DESCRIPTION B: (Pay Item 907-242-B) This Work shall consist of minor site work and to construct a 3-platform static scale on U.S. Highway 45 (Northbound) near Corinth, Alcorn County, Mississippi.

DESCRIPTION C: (Pay Item 907-242-C) This Work shall consist of minor site work and construct a Truck Scale Administration Building on U.S. Highway 45 (Southbound) near Corinth, Alcorn County, Mississippi.

DESCRIPTION D: (Pay Item 907-242-D) This Work shall consist of minor site work and to construct a 3-platform static scale on U.S. Highway 45 (Southbound) near Corinth, Alcorn County, Mississippi.

It is the intention of these Specifications to provide the necessary items and instruction for a complete administration building and 3-platform static scale including all code compliance; however, omission of items or instruction necessary or considered standard good practice for the proper installation and construction of the building and scale shall not relieve the Contractor of furnishing and installing such items and conforming to the building codes having jurisdiction.

GENERAL INDEX

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END OF DOCUMENT

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END OF DOCUMENT

GEOTECHNICAL DATA
DOCUMENT 00320

Part 1 GENERAL

1.01 DESCRIPTION

A. A copy of the report "Geotechnical Investigation – MDOT Truck Scale – Alcorn County, Mississippi, dated November 3, 2006 and prepared by Burns Cooley Dennis, Inc., is hereby made a part of the information made available to Bidders. For brevity, **Geotechnical Data** may also be referred to in the Contract Documents as the "Geotechnical Report" or "Soils Engineering Report".

B. All persons intending to provide goods or services in connection with this Work are required to read and understand the referenced document prior to proceeding.

C. In the event of a conflict between the **Geotechnical Data** and the Construction Documents, notify the Project Engineer in writing of conflict to determine course of action prior to proceeding.

Part 2 PRODUCTS
(Not Used)

Part 3 EXECUTION
(Not Used)

End of Document

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Branch Office
5271 Mendenhall Park Place
Memphis, TN 38115
Phone: (901) 375-4474
Fax: (901) 375-4257

Corporate Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 856-9774

November 3, 2006

Eley Associates/Architects
418 East Capitol Street
Jackson, Mississippi 39201

Project No. M06040

Attention: Joseph Stevens, Jr., AIA

Geotechnical Investigation
MDOT Truck Scales
Alcorn County, Mississippi

Gentlemen:

Submitted here is the report of our geotechnical investigation for the above-captioned project. This investigation was requested and authorized by Mr. Joseph Stevens, Jr., AIA, by acceptance of our proposal dated January 17, 2006. Results of the investigation and our earthwork recommendations were provided to Montgomery Dodson via electronic mail on October 18, 2006.

The proposed site for the new truck scale buildings is located on the northbound and southbound sides of Highway 45 in Alcorn County, Mississippi. Subsurface soils encountered below the ground surface and within the 20-ft maximum exploration depth of the borings made for this investigation consist of clays (CH). The highly expansive clays (CH) encountered in the borings made for this investigation are considered to have high shrink/swell potential and are subject to high volumetric changes associated with fluctuations in natural water content resulting from seasonal rainfall variations and other factors and are considered to provide poor subgrade support for pavements. We are of the opinion that the buildings can be supported by a shallow foundation system with a minimum 7-ft thick buffer of nonexpansive clayey soils below the bottom of the slab. Details of the findings of this investigation and our recommendations for site preparation, earthwork construction, and foundation design and construction are included in the body of this report.

We appreciate the opportunity to be of service. If you should have any questions concerning this report, please do not hesitate to call us.

Very truly yours,

BURNS COOLEY DENNIS, INC.

Daniel P. Colwell, E.I.

G. Thomas Dunlap, P.E., R.P.G.

GTD/khb
Copies Submitted: (3)
(3) Copies To: N. Montgomery Dodson, P.E.
Structural Engineer
104 Quail Hollow Drive
Brandon, Mississippi 39042

TABLE OF CONTENTS

1.0 INTRODUCTION AND PURPOSE

Two new truck scale buildings are planned for the northbound and southbound weigh stations of Highway 45 in Alcorn County, Mississippi. A schematic site plan showing building layouts and with topographic information was provided by Eley Associates. The property is paved with concrete and level in the area of the buildings. The buildings will be lightly loaded and have plan dimensions of around 50 ft by 31 ft. No other specifics with regard to anticipated construction are available at this time. We assume typical commercial type construction for single-level structures will be utilized. Spread or strip footings are planned for the support of the building loads.

The specific purposes of this investigation were:

1) to make exploratory soil borings within the areas planned for construction of the buildings;

2) to verify field classifications and to evaluate pertinent physical properties of the soils encountered in the borings by means of visual examination in the laboratory and tests performed on selected representative samples; and

3) after analysis of the soil boring and laboratory test data, to provide recommendations for site preparation, earthwork construction, and building foundation design and construction.

2.0 FIELD INVESTIGATION

Subsurface soil conditions within the proposed construction areas for the buildings were explored by means of four (4) borings. The approximate locations of the borings are illustrated on Figures 1 and 2. The borings were located in the field based on taped measurements from existing site features utilizing distances scaled from the site plan provided to us. The ground surface at the building locations is overlain by concrete pavement which required 10-in. cores to obtain access to the subsurface soils.

A synopsis of the Unified Soil Classification System (USCS) is presented on Figure 3 along with symbols and terminology typically utilized on graphical soil boring logs. Logs of the soil borings are presented on Figures 4 through 7. The graphical logs illustrate the subsurface soils encountered with depth below the existing surface at the individual boring locations. Surface elevations at the boring locations were not provided at the time of our study.

The borings were made with a truck-mounted hollow-stem drill rig. Borings SB1 and NB1were made to a depth of 15 ft and Borings SB2 and NB2 to a depth of 20 ft. Observations were made continuously during auger drilling to detect groundwater entering the open boreholes. Notes pertaining to groundwater observations are included at the bottom right corner of the graphic boring logs.

Samples of soils encountered during drilling were obtained from the borings at frequent intervals of depth. Disturbed split-spoon samples were obtained by driving a standard 2-in. OD split-barrel sampler 18 in. into the soil with a 140-lb hammer falling freely a distance of 30 in. Split-spoon and auger cutting samples were obtained within the depth intervals illustrated by the appropriate symbols under the "Samples" column of the graphic boring logs. Standard penetration test blow counts resulting from split-spoon sampling are recorded under the "Blows Per Ft" column of the logs. The blow count values recorded on the boring logs are for the final 12 in. of penetration of the split-spoon. All soils encountered during drilling were examined and classified in the field. The split-spoon samples were sealed in plastic bags to provide material for visual examination and testing in the laboratory. The boreholes were plugged with soil cuttings after completion of drilling and sampling and the surface was plugged with the concrete cores.

3.0 LABORATORY INVESTIGATION

All of the soil samples were examined in the laboratory and routine tests were performed to verify field classifications and to assist in evaluating the strengths and volume change properties of the soils encountered in the borings. The types of laboratory tests performed are described in the following paragraphs.

The classifications and volume change properties of the fine-grained soils encountered in the borings were investigated by means of seven (7) sets of Atterberg liquid and plastic limit tests. The results of the liquid and plastic limit tests are plotted as small crosses interconnected by dashed lines in the data section of the graphic boring logs. In accordance with the Unified Soil Classification System (USCS), fine-grained soils are classified as either clays or silts of low or high plasticity based on the results of liquid and plastic limit tests. The numerical difference between the liquid limit and plastic limit is defined as the plasticity index (PI). The magnitudes

of the liquid limit and plasticity index and the proximity of the water content to the plastic limit are indicators of the potential for a fine-grained soil to shrink or swell upon changes in moisture content or to consolidate under loading.

Eighteen (18) water content tests were performed to corroborate field classifications and to extend the usefulness of the plasticity, strength and blow count data. The water contents are plotted as small shaded circles in the data section of the graphic boring logs. The water content data have been interconnected on the logs to illustrate a continuous profile with depth.

4.0 GENERAL SUBSURFACE CONDITIONS

4.1 Soil Conditions

A description of general subsurface soil conditions revealed by the borings made for this investigation is included in the following paragraphs. The soil conditions for the buildings are discussed separately in the following subsections. The graphical logs shown on Figures 4 through 7 should be referred to for specific soil conditions encountered at each boring location. The ground surface at the locations of all the borings was found to be directly underlain by very stiff clays (CH) to the completion depths of 15 ft and 20 ft.The site soils encountered are considered to be strong with low compressibility at the in-situ moisture conditions. The clays (CH) are considered to be highly expansive with a high shrink/swell potential.

4.2 Groundwater

Groundwater seepage was not encountered during drilling in the borings within the exploration depths of the borings made for this investigation. Groundwater conditions at the site will primarily be influenced by rainfall, surface drainage and the rise and fall of water levels in any nearby bodies of water. The surficial soils can become saturated and weak to relatively shallow depths during periods of prolonged and heavy rainfall.

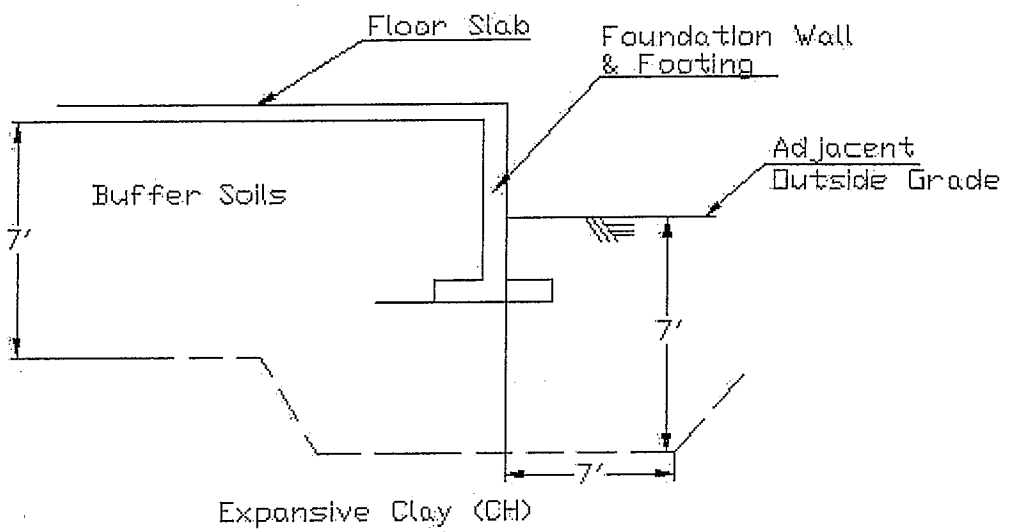
5.0 DISCUSSION AND RECOMMENDATIONS

5.1 General

Subsurface soils encountered within the 20-ft maximum exploration depth of the borings made for this investigation consist of clays (CH). The foundation soils are generally considered to be relatively strong and stable with generally low settlement potential. The clays (CH) are considered to have high shrink/swell potential.

Expansive clays (CH) are subject to volumetric changes associated with fluctuations in natural water content resulting from seasonal rainfall variations and other factors. There is a general trend for expansive clays (CH) under buildings to swell due to an increase in water content caused by capillarity and vapor phase movement of water within the clays (CH), with resulting vertical and lateral movements. Trees growing adjacent to a building can extract a considerable amount of moisture from the ground during the life of the building, which can lead to localized shrinkage within the expansive clays (CH) accompanied by vertical and lateral movements. Expansive clays (CH) generally provide poor subgrade support for pavement systems. Because of these properties of the expansive clays (CH), we are recommending that special earthwork be performed and the foundation system used to support the proposed building be designed and constructed to tolerate potential differential volumetric changes and subgrade support strength in the expansive clays (CH).

The magnitude of shrink/swell movements within the expansive clay (CH) soils which underlie the site of the proposed building and pavements will be related to the thickness of nonexpansive clayey soils which overlie the expansive clays (CH). The greater the thickness of this layer of nonexpansive soils, the smaller the resulting shrink/swell movements within the expansive clays (CH). For the truck scale foundation systems at this site consisting of strip and spot footings with a separate slab-on-grade, we recommend that the building floor slab be separated from the expansive clays (CH) by not less than 7 ft. Refer to the following sketch for a detail on providing the recommended building buffer. Based on the boring information, the minimum recommended buffer thickness is not provided at the boring locations. The buffers can be created by adding fill above grade, by undercutting and backfilling, or by a combination of these approaches. The recommended soil buffer should extend at least 7 ft beyond the building perimeter.



The truck scale buildings will have plan dimensions of around 50 ft by 31 ft. No other specifics with regard to anticipated construction were provided. We assume typical commercial type, lightly loaded construction for a single-level structure will be utilized. It is our understanding that a shallow foundation system consisting of spread footings and a slab-on-grade are preferred for support of the buildings.

Details of our recommendations for site preparation, earthwork construction, and design and construction of the building are included in the following subsections of this report.

5.2 Site Preparation and Earthwork Construction

As an initial step of site preparation, the existing concrete should be removed. Following concrete removal, undercutting should then be performed to provide the minimum recommended buffer of nonexpansive clayey soils between the expansive clays (CH) and the foundation system. All excavated clays (CH) should be disposed offsite or placed on-site in areas where no future construction is planned.

After undercutting has been performed as recommended in the preceding paragraphs, select backfill materials can be placed to achieve planned grades. We recommend that imported select fill and backfill soils consist of nonorganic and debris-free silty clays (CL) or sandy clays (CL) having a plasticity index in the range of 10 to 24 and a liquid limit less than 45. **We do not recommend the use of silts (ML) or sands (SC, SM, SP-SM, SP) as backfill in direct contact with exposed expansive clays (CH).** The fill and backfill soils should be compacted from lifts

not exceeding 9 in. in loose thickness to not less than 95 percent of standard Proctor maximum dry density (ASTM D 698) at moisture contents within 3 percentage points of the optimum water content. Where hand held compactors are used, the loose lifts should have a maximum thickness of 5 in. Stability must be evident during compaction of each lift before any subsequent lifts of fill material are added.

We recommend that cut slopes and fill slopes extending down to natural ground not be steeper than 3H:1V. Finished site grades should be sloped to promote quick runoff of storm waters away from the building.

We recommend a suitable number of field moisture/density tests be performed in each compacted lift of the fill materials to check for compliance with project specifications. As a guide, we suggest a minimum of one test per lift per 2,500 sq ft of surface area in the building area. Laboratory classification tests should be performed initially on fill soils and routinely during earthwork operations to determine compliance with the specifications.

5.3 Building Foundation and Floor Slab

After the establishment of the recommended 7-ft thick nonexpansive buffer, the truck scale buildings can be supported by a shallow foundation system. Strip footings or turned-down or thickened sections of the floor slab should be utilized to support all exterior and interior load bearing and partition walls. Exterior and interior columns can be supported by individual spot footings. Footings can also be designed to resist lateral and overturning loads by considering frictional resistance along the base and passive pressure along the footing edge. We recommend using a friction angle of 20 degrees for the contact between the footing and subgrade and an allowable equivalent fluid unit weight of 175 lbs per cu ft for computing passive resistance.

The footings should be founded upon strong compacted select fill materials. We recommend that footings around the perimeter of the building be brought to bear at a depth not less than 24 in. below lowest adjacent finished outside grades which is well beneath the frost depth for this region. Interior footings should be brought to bear at a depth not less than 24 in. below the bottom of the floor slab. Strip footings, grade beams, and turned-down edges or thickened sections of the floor slab should be proportioned for critical combinations of dead, live and wind loads utilizing a net allowable soil bearing pressure of 1,500 lbs per sq ft. A net allowable soil bearing pressure of 2,000 lbs per sq ft should be used to dimension isolated spot

footings or thickened portions of the floor slab. Footings designed according to these bearing pressures will experience less than 1 in. of total settlement based upon our experience in this region with footings on compacted fill. Differential vertical movements from the expansive clays (CH) will control design at this site and is addressed subsequently.

We recommend that footing excavations be left open for the shortest possible duration to minimize exposure of the bearing soils to rainfall. Drainage should be maintained away from the footing excavations during construction. Foundation soils exposed in the bottom of the footing excavations should be inspected prior to concrete placement. If these materials are found to be weak or loose, overexcavation and backfilling will be required to provide strong foundation soils immediately beneath the footings.

The floor slab for the building should be adequately reinforced for anticipated loading conditions and deflections and to minimize slab cracking as determined by the structural engineer. We suggest that steel bar reinforcement consisting of No.3 bars on 18-in. spacings, or some equivalent determined by the structural engineer, be utilized in lieu of welded wire fabric. We recommend a modulus of subgrade reaction of 100 lbs per cu in. for slab design.

Differential vertical movements resulting from long-term volumetric changes within the expansive clays (CH) cannot be predicted with any significant degree of accuracy. Although differential shrink/swell movements are expected, these movements will generally be within normally tolerable structural limits. The maximum potential differential movements are expected to be on the order of ½ in. over a horizontal distance of about 25 ft to 50 ft, depending upon the rigidity of the foundation system provided and other factors such as site and roof drainage

5.4 Seismic

The site of the proposed truck scale buildings in Alcorn County, Mississippi, lies within a relatively active seismic activity region according to the seismic zone mapping references in the 2003 International Building Code. Given the site soil profile as encountered in the borings and anticipated for the area based on our experience, a site classification type D could be used in seismic load evaluation. Considering the maximum ground motion maps presented in the code and site classification, we recommended utilizing mapped spectral responses of F_a equal to 1.42 and F_v equal to 2.04 in structural analyses.

5.5 Other Design Considerations

The expansive clays (CH) which underlie the ground surface at the site may swell if supplied with water or shrink during drought periods or due to landscaping and vegetative cover. If flower and shrub beds including sprinkler systems are placed adjacent to the building, the beds should be prepared such that they do not trap water, and sprinklers should be operated only enough to maintain plants. Excessive watering and ponding adjacent to the building could result in downward percolation of water to the expansive clay (CH) soils causing them to swell. Downspouts extending from roof gutters should be equipped with extensions at ground level which are sloped to emit collected rainwater not less than 6 ft away from the building. Trees remove water from the ground by transpiration causing vertical and horizontal shrinkage of clays (CH). To minimize these effects, any trees planted for landscaping purposes should be located at least one-half their anticipated mature height away from the building. If the risk of more movement is acceptable, a less strict building-to-tree spacing of about 25 ft for hardwoods and 15 ft for pines could be utilized.

Future pavement specific soil borings were not completed as part of this study. However, if soil conditions at the buildings are representative of the soil conditions beyond the buildings, expansive clays (CH) could be a concern for any new pavements. We recommend at least 2 ft of buffer be provided between any pavement systems and the expansive clays.

6.0 REPORT LIMITATIONS

The analyses, conclusions and recommendations discussed in this report are based on conditions as they existed at the time of our field investigation and further on the assumption that the exploratory borings are representative of subsurface conditions throughout the areas investigated. It should be noted that actual subsurface conditions between and beyond the borings might differ from those encountered at the boring locations. If subsurface conditions are encountered during construction that vary from those discussed in this report, Burns Cooley Dennis, Inc. should be notified immediately in order that we may evaluate the effects, if any, on earthwork construction and foundation and pavement design and construction.

Burns Cooley Dennis, Inc. should be retained for a general review of project plans and specifications. It is advised that we be retained to observe earthwork and pavement construction for the project in order to help confirm that our recommendations are valid or to modify them

accordingly. Burns Cooley Dennis, Inc. cannot assume responsibility or liability for the adequacy of recommendations if we do not observe construction.

This report has been prepared for the exclusive use of Eley Associates/Architects for specific application to the geotechnical aspects of design and construction for the proposed Highway 45 truck scale buildings to be constructed in Alcorn County, Mississippi. The only warranty made by us in connection with the services provided is we have used that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended.

FIGURES

Boring Locations

NEW BUILDING
SOUTHBOUND HWY 45 WEIGH STATION
ALCORN COUNTY, MISSISSIPPI

BURNS COOLEY DENNIS, INC.
5271 MENDENHALL PARK PLACE
MEMPHIS, TENNESSEE 38115

JOB NO. M06040	SCALE: 1"=60'	FIGURE 1

Boring Locations

NEW BUILDING
NORTHBOUND HWY 45 WEIGH STATION
ALCORN COUNTY, MISSISSIPPI

BURNS COOLEY DENNIS, INC.
5271 MENDENHALL PARK PLACE
MEMPHIS, TENNESSEE 38115

JOB NO. M06040	SCALE: 1"=60'	FIGURE 2

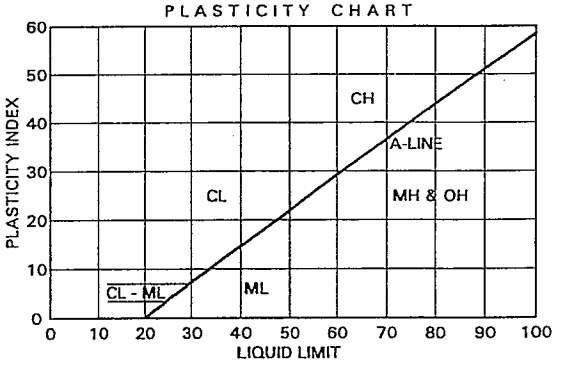
UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			SYMBOL & LETTER	DESCRIPTION
COARSE-GRAINED SOILS More than half of material larger than No. 200 sieve size	GRAVELS More than half of coarse fraction larger than No. 4 sieve size	Clean Gravels (Little or no fines)	GW	WELL GRADED GRAVEL, GRAVEL-SAND MIXTURE
			GP	POORLY GRADED GRAVEL, GRAVEL-SAND MIXTURE
		Gravels with fines (Appreciable amount of fines)	GM	SILTY GRAVEL, GRAVEL-SAND-SILT MIXTURE
			GC	CLAYEY GRAVEL, GRAVEL-SAND-CLAY MIXTURE
	SANDS More than half of coarse fraction smaller than No. 4 sieve size	Clean Sands (Little or no fines)	SW	WELL GRADED SAND, GRAVELLY SAND
			SP	POORLY GRADED SAND, GRAVELLY SAND
		Sands with fines (Appreciable amount of fines)	SM	SILTY SAND, SAND-SILT MIXTURE
			SC	CLAYEY SAND, SAND-CLAY MIXTURE
FINE-GRAINED SOILS More than half of material smaller than No. 200 sieve	SILTS AND CLAYS	Liquid limit less than 50	ML	SILT WITH LITTLE OR NO PLASTICITY
			ML	CLAYEY SILT, SILT WITH SLIGHT TO MEDIUM PLASTICITY
			CL	SILTY CLAY, LOW TO MEDIUM PLASTICITY
			CL	SANDY CLAY, LOW TO MEDIUM PLASTICITY (30% TO 50% SAND)
	SILTS AND CLAYS	Liquid limit greater than 50	MH	SILT, FINE SANDY OR SILTY SOIL WITH HIGH PLASTICITY
			CH	CLAY, HIGH PLASTICITY
			OH	ORGANIC CLAY OF MEDIUM TO HIGH PLASTICITY
HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOIL

TERMS CHARACTERIZING SOIL STRUCTURE

- **Slickensided** - Clays with polished and striated planes created as a result of volume changes related to shrinking, swelling and/or changes in overburden pressure.
- **Fissured** - Clays with a blocky or jointed structure generally created by seasonal shrinking and swelling.
- **Laminated** - Composed of thin alternating layers of varying color and texture.
- **Calcareous** - Containing appreciable quantities of calcium carbonate.
- **Parting** - Paper thin (less than 1/8 inch).
- **Seam** - 1/8 inch to 3 inch thickness.
- **Layer** - Greater than 3 inches in thickness.

PLASTICITY CHART



FOR CLASSIFICATION OF FINE GRAINED SOILS

DENSITY AND CONSISTENCY

COARSE-GRAINED SOILS		FINE-GRAINED SOILS		
DENSITY	PENETRATION RESISTANCE, N Blows per Foot	CONSISTENCY	COHESION Kips/Sq.Ft	PENETRATION RESISTANCE, N Blows per Foot
Very loose	0 - 4	Very Soft	<0.25	0 - 1
Loose	5 - 10	Soft	0.25 - 0.50	2 - 4
Medium Dense	11 - 30	Medium Stiff	0.50 - 1.00	5 - 8
Dense	31 - 50	Stiff	1.00 - 2.00	9 - 15
Very Dense	>50	Very Stiff	2.00 - 4.00	16 - 30
		Hard	>4.00	>30

PARTICLE SIZE IDENTIFICATION

- **Cobbles** - Greater than 3 inches
- **Gravel** - Coarse - 3/4 inch to 3 inches; Fine - 4.76 mm to 3/4 inch
- **Sand** - Coarse - 2 mm to 4.76mm; Medium - 0.42 mm to 2 mm; Fine - 0.074 mm to 0.42 mm
- **Silt & Clay** - Less than 0.074 mm

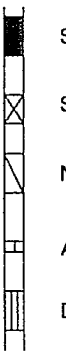
RELATIVE COMPOSITION

Slightly	5 - 15%
With	16 - 29%
Sandy	30 - 50%

(or gravelly)

SAMPLE TYPES

(Shown in Sample Column)



- Shelby Tube
- Split Spoon
- No Recovery
- Auger
- Dennison Barrell

CLASSIFICATION, SYMBOLS AND TERMS USED ON GRAPHICAL BORING LOGS

LOG OF BORING NO. SB1
NEW BUILDINGS
MDOT WEIGH STATIONS
ALCORN COUNTY, MISSISSIPPI

TYPE: 3.25" Hollow stem auger

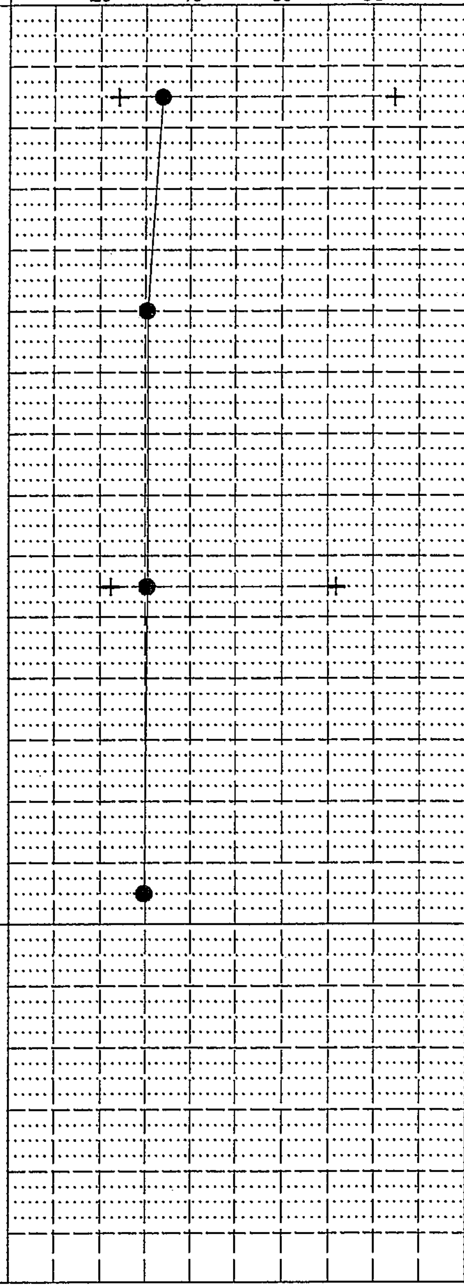
LOCATION: See Figure 1

SURFACE EL: NA ft

O - UC Cohesion, kips/sq ft △ - UU (1, 2, 3, 4)

PLASTIC LIMIT, WATER CONTENT %, LIQUID LIMIT (20, 40, 60, 80)

DEPTH, ft	DESCRIPTION OF MATERIAL	BLOWS PER FT	DRY DENSITY LBS/CU FT	% PASSING NO. 200 SIEVE
0	(10" Concrete slab at surface)			
1–2	Very stiff tan and gray clay (CH) with trace of mica	19		
4–5		17		
9–10		22		
14–15		27		



BORING DEPTH: 15 ft

DATE: 10/17/2006

COMMENTS:

GROUNDWATER DATA: No free water encountered during auger drilling.

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BURNS COOLEY DENNIS, INC.
GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

FIGURE 4

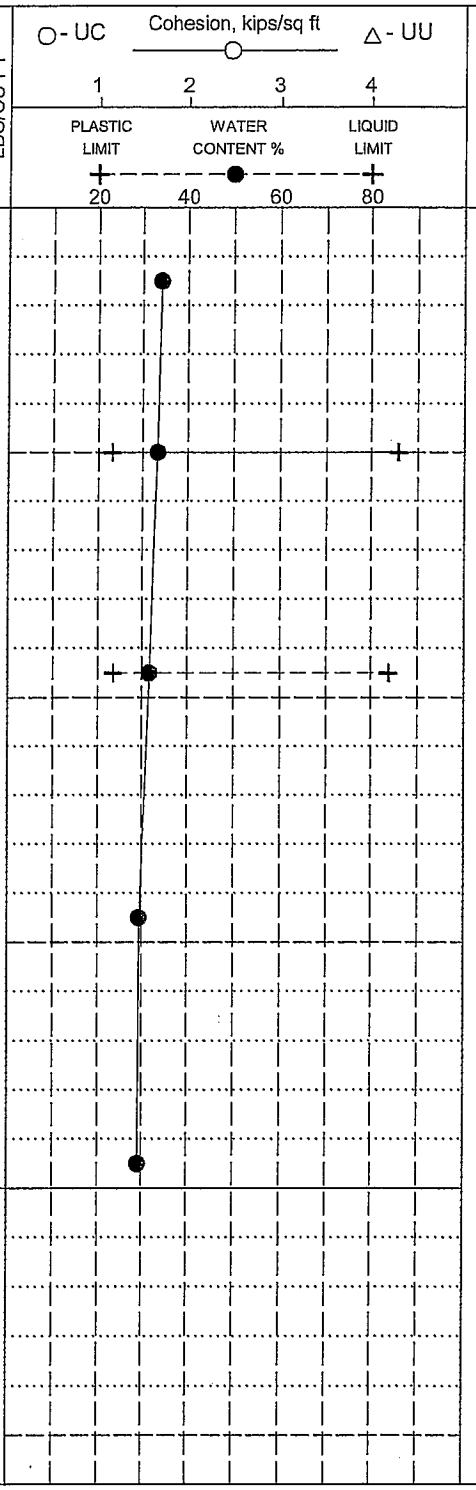
LOG OF BORING NO. SB2

NEW BUILDINGS
MDOT WEIGH STATIONS
ALCORN COUNTY, MISSISSIPPI

TYPE: 3.25" Hollow stem auger LOCATION: See Figure 1

SURFACE EL: NA ft

DEPTH, ft	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	DRY DENSITY LBS/CU FT
0			(10" Concrete slab at surface)		
			Very stiff gray and tan clay (CH) with trace of mica	20	
5				23	
10				26	
15				27	
20				35	
25					



BORING DEPTH: 20 ft

DATE: 10/17/2006

COMMENTS:

GROUNDWATER DATA: No free water encountered during auger drilling.

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BURNS COOLEY DENNIS, INC.
GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

FIGURE 5

LOG OF BORING NO. NB1

NEW BUILDINGS
MDOT WEIGH STATIONS
ALCORN COUNTY, MISSISSIPPI

TYPE: 3.25" Hollow stem auger LOCATION: See Figure 2

SURFACE EL: NA ft

DEPTH, ft	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	DRY DENSITY LBS/CU FT	% PASSING NO. 200 SIEVE
0			(10" Concrete slab at surface)			
1			Very stiff tan and gray clay (CH) with trace of mica	21		
5				15		
10				19		
15				27		

○ - UC Cohesion, kips/sq ft △ - UU

1 2 3 4

PLASTIC LIMIT WATER CONTENT % LIQUID LIMIT

20 40 60 80

BORING DEPTH: 15 ft

DATE: 10/17/2006

COMMENTS:

GROUNDWATER DATA: No free water encountered during auger drilling.

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BURNS COOLEY DENNIS, INC.
GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

FIGURE 6

LOG OF BORING NO. NB2

NEW BUILDINGS
MDOT WEIGH STATIONS
ALCORN COUNTY, MISSISSIPPI

TYPE: 3.25" Hollow stem auger LOCATION: See Figure 2

SURFACE EL: NA ft

DEPTH, ft	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	DRY DENSITY LBS/CU FT
0			(10" Concrete slab at surface)		
			Very stiff tan and gray clay (CH) with trace of mica	17	
5				19	
				23	
10					
				30	
15					
				34	
20					
25					

Cohesion, kips/sq ft: ○ - UC, △ - UU; 1, 2, 3, 4

PLASTIC LIMIT / WATER CONTENT % / LIQUID LIMIT: 20, 40, 60, 80

% PASSING NO. 200 SIEVE

BORING DEPTH: 20 ft

DATE: 10/17/2006

COMMENTS:

GROUNDWATER DATA: No free water encountered during auger drilling.

M06040 TD 10/31/2006 8:56:32 AM

BURNS COOLEY DENNIS, INC.
GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

FIGURE 7

GENERAL CONDITIONS
DOCUMENT 00700

Part 1 GENERAL

1.01 DESCRIPTION.

A. The American Institute of Architects **AIA DOCUMENT A201-1997**, "General Conditions of the Contract for Construction", 1997, Fifteenth Edition, Articles 1 through 14 inclusive, except as may be added to or modified herein, is hereby made a part of the Contract Documents. For brevity, **AIA DOCUMENT A201-1997** is also referred to in the Contract documents as the "General Conditions".

B. All persons intending to provide goods or services in connection with this Work are required to read and understand the referenced document prior to proceeding.

C. See Document 00800-*Supplementary Conditions.* In the event of a conflict between the **AIA DOCUMENT A201-1997,** "General Conditions of the Contract for Construction", 1997, Fifteenth Edition and Document 00800-*Supplementary Conditions,* Document 00800 shall control even if the conflicting provision in the **AIA DOCUMENT A201-1997** "General Conditions of the Contract for Construction" is not expressly deleted or revised by reference in Document 00800.

AIA® Document A201™ – 1997

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address):

TRUCK SCALE FACILITIES ON U.S. HIGHWAY 45
(NORTHBOUND AND SOUTHBOUND) NEAR
CORINTH, ALCORN COUNTY, MISSISSIPPI

NH-0002-08(011) 104124

THE OWNER:
(Name and address):

THE ARCHITECT:
(Name and address):

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document has been approved and endorsed by The Associated General Contractors of America

TABLE OF ARTICLES

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(Numbers and Topics in Bold are Section Headings)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

§ 1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

§ 1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or

continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the

Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important

communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

§ 3.16.1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

§ 3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and

deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time

§ 4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

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

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 4.3.10 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ 4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

§ 4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

§ 4.5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.6 ARBITRATION

§ 4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.

§ 4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

§ 4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

§ 4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 4.6.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

§ 6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

.1 change in the Work;
.2 the amount of the adjustment, if any, in the Contract Sum; and
.3 the extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 unit prices stated in the Contract Documents or subsequently agreed upon;

.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 as provided in Section 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

§ 7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to

payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or another contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 persistent failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in

the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

§ 10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.6 EMERGENCIES

§ 10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- **.2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** claims for damages insured by usual personal injury liability coverage;
- **.5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** claims for bodily injury or property damage arising out of completed operations; and
- **.8** claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.2 OWNER'S LIABILITY INSURANCE

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE

§ 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.4.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.4.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.4.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.4.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract

Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

§ 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

.3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

.2 an act of government, such as a declaration of national emergency which requires all Work to be stopped;

.3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work

by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 accept assignment of subcontracts pursuant to Section 5.4; and

.3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Additions and Deletions Report for
AIA® Document A201™ – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

TRUCK SCALE FACILITIES ON U.S. HIGHWAY 45
(NORTHBOUND AND SOUTHBOUND) NEAR
CORINTH, ALCORN COUNTY, MISSISSIPPI

NH-0002-08(011) 104124

PAGE 39

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James W. Vinson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:09:27 on 11/20/2006 under Order No. 1000237945_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 1997 - General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

James W. Vinson

(Signed)

MDOT Architect

(Title)

11-17-06

(Dated)

SUPPLEMENTARY CONDITIONS
Document 00800

Part 1 GENERAL

1.01 DESCRIPTION

A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.

B. **Document:** The following supplements modify, change, delete from, or add to the **AIA DOCUMENT A201-1997**, "General Conditions of the Contract for Construction", 1997, Fifteenth Edition. When any Article of the General Conditions is modified, or deleted, by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect. The "General Conditions of the Contract for Construction" may also be supplemented or amplified elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

1.02 Verification Of Dimensions: Before ordering any materials or doing any work, the Contractor shall verify the dimensions and shall be responsible for the accuracy of such dimensions as they affect the Work. No extra compensation will be allowed on account of differences between the dimensions shown on the Drawings and actual dimensions.

1.03 Plans And Specifications: The Specifications and the Drawings are intended to be in agreement with each other, and to be mutually explanatory. They are also intended to be complementary and any Work or material called for by either shall be provided as if called for by both.

1.04 Execution Of The Work: Sections of Division 1 General Requirements govern the execution of the Work of all Sections 2-16 of the Specifications.

1.05 Workmanship: All Work as described or required shall be executed in a neat, skillful manner, in accordance with the best-recognized trade practice. Only competent workmen (including the superintendent), who work and perform their duties satisfactorily shall be employed on the Project. When requested by the Project Engineer, the Contractor shall discharge and shall not re-employ on the Project, any person who commits trespass or who is, in the opinion of the Project Engineer, dangerous, disorderly, insubordinate, incompetent, or otherwise objectionable.

1.06 Use Of Site And Facilities: Contractor shall not allow tradesman, technicians and laborers to enter other portions of existing facilities except as predetermined and approved by the Project Engineer. Existing utilities shall not be interrupted unless pre-approved by the Project Engineer. Parking for construction vehicles shall be in areas designated by the Owner at the Pre-construction Conference.

1.07 Utilities: The Owner will furnish utilities for construction (electricity and water). Contractor must use "as- is" or pay for any necessary modifications.

1.08 Inspection Of Work: All materials and each part or detail of the Work are subject to inspection by the Project Engineer. Work performed or materials used by the Contractor without supervision, inspection, or written approval by an authorized Department representative may be ordered removed and replaced, at Contractor's expense, if found to be defective or noncompliant with the Contract Documents. No Work shall be preformed on Legal Holidays, Sundays or after 5:00 P.M. on week days without prior written approval from the Project Engineer.

Article 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 **The Contract Documents**: Delete the last sentence of this Subparagraph and substitute following sentence:

The Contract Documents include the Advertisement for Bids, Instructions to Bidders, Notice to Bidders, Proposal Form, sample forms and all portions of addenda issued prior to execution of the Contract.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATION AND OTHER INSTRUMENTS OF SERVICE

1.6.1 Add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the "Engineering Services Contract" Agreement Between the Owner and the Professional.

Article 2 OWNER

2.1 GENERAL

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Mississippi Transportation Commission, a body Corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation for the benefit of the Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Construction Contract for the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

2.2.5 Change this Subparagraph to read as follows:

After the Contract is executed by the Executive Director, the Contractor will receive free of charge two bound copies of the Project Manual (Proposal and Contract Documents) (one executed and one blank), and five full-scale copies of the Drawings and two half-scale copies. The Contractor shall have available on the Project Site at all times one copy each of the Contract Drawings and the Project Manual (Proposal).

Article 3 CONTRACTOR

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 Change the last sentence to read as follows:

If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner and Professional shall be responsible for any resulting loss or damage.

3.18 INDEMNIFICATION

3.18.3 Add a new Subparagraph as follows:

The Contractor agrees to defend, hold harmless and indemnify the Owner against all claims or demands caused by the Contractor's acts or omissions.

Article 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.4 Add a new Subparagraph as follows:

The term "Architect," "Engineer," "Professional", or "Consultant" as used in these Documents refers to the Professional firm who has been directed by the Owner to design and inspect construction of this Project.

4.1.5 Add a new Subparagraph as follows:

The term "Project Engineer" as used in these Documents refers to the Mississippi Department of Transportation Executive Director's authorized representative. The term "MDOT Architect" is an advisor to the Project Engineer.

4.5 MEDIATION

4.5.1 Delete this Subparagraph in its entirety.

4.5.2 Delete this Subparagraph in its entirety.

4.5.3 Delete this Subparagraph in its entirety.

4.6 ARBITRATION

4.6.1 Delete this Subparagraph in its entirety.

4.6.2 Delete this Subparagraph in its entirety.

4.6.3 Delete this Subparagraph in its entirety.

4.6.4 Delete this Subparagraph in its entirety.

4.6.5 Delete this Subparagraph in its entirety.

4.6.6 Delete this Subparagraph in its entirety

4.7 Add a new Paragraph as follows:

ARBITRATION PROCEDURES FOR THE MISSISSIPPI TRANSPORTATION COMMISSION

All matters of dispute arising out of any agreement with the Mississippi Transportation Commission for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Mississippi Transportation Commission for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars ($100,000.00).

4.7.1 Add a new Subparagraph as follows:

CONDITIONS PRECEDENT TO ARBITRATION

.1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute, the amount involved and the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Chief Engineer of the Mississippi Department of Transportation, or his authorized representative, and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.

.2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Project Engineer. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Project Engineer, oral testimony may be had on the matter.

4.7.2 Add a new Subparagraph as follows:

REQUESTS FOR ARBITRATION: Within thirty (30) days of a claim being rejected in writing by the Project Engineer, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Chief Engineer of the Mississippi Department of Transportation, P. O. Box 1850, Jackson, Mississippi 39215-1850. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred dollars ($200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

4.7.3 Add a new Subparagraph as follows:

SELECTION OF ARBITRATORS: Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. The Chief Engineer of the Mississippi Department of Transportation shall appoint one (1) member. One (1) member shall be appointed by the Executive Director of a professional or trade association that represents interests similar to that of the non-state party. The first two shall appoint the third member.

4.7.4 Add a new Subparagraph as follows:

HEARINGS: All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless the parties mutually agree to another location. The hearings shall be conducted as prescribed by **Mississippi Code 1972, Annotated**, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.

4.7.5 Add a new Subparagraph as follows:

AWARDS: Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

4.7.6 Add a new Subparagraph as follows:

FEES AND EXPENSES: Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.

4.7.7 Add a new Subparagraph as follows:

MODIFICATIONS, CONFIRMATIONS, AND APPEALS: All modifications, confirmations and appeals shall be as prescribed by **Mississippi Code 1972, Annotated**, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.

4.7.8 Add a new Subparagraph as follows:

SECRETARY FOR THE ARBITRATORS: All notices, requests, or other correspondence intended for the arbitrators shall be sent to the Chief Engineer, Mississippi Department of Transportation, P. O. Box 1850, Jackson, Mississippi 39215-1850.

Article 5 SUBCONTRACTORS

No supplementary conditions.

Article 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No supplementary conditions.

Article 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.1 Replace the words "Change Order" with the words "Supplemental Agreement".

7.2 CHANGE ORDERS

7.2.3 Add a new Subparagraph as follows:
The maximum cost included in a Change Order (Supplemental Agreement) for profit and overhead is limited to twenty-five percent (25%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Subcontractors shall acquiesce to the same requirements when participating in a Change Order (Supplemental Agreement).

Article 8 TIME

8.1 DEFINITIONS

8.1.1 Change this Subparagraph to read as follows:

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.3 Change this Subparagraph to read as follows:

The date of Completion is the date certified by the Project Engineer and approved by the Owner in accordance with Paragraph 9.8 entitled “Substantial Completion.”

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by any act of neglect of the Owner or Project Engineer, or by any employee or either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or any causes beyond the Contractor’s control, or by any other causes which the Project Engineer determines may justify the delay, then the Contract time may be extended by Change Order for such reasonable time as the Engineer may determine, subject to the Owner’s approval. Any claim for loss or any delay occasioned by any separate Contractor, or Subcontractor, shall be settled between the Contractor and such other separate Contractor, or Subcontractors.

Article 9 PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

Follow Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition, Paragraph 109.06.3—Retainage.

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be made until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as Owner approval in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment on materials stored at some location other than the building site, may be approved by the Project Engineer and the Owner after the Contractor has submitted the following items:

.1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are located.

.2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.

.3 All Perils Insurance coverage for the full value of the materials stored off-site.

.4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.

.5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.

.6 A review by the Project Engineer of the materials stored off-site prior to release of payment.

.7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.

. 8 List of stored items shall be sent to the Chief Engineer for his approval prior to payment of stored materials.

9.3.2.2 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment for materials stored at the building site, may be approved by the Project Engineer and the Owner after the Contractor has submitted the following items:

.1 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.

.2 List of stored items shall be sent to the Chief Engineer for his approval prior to payment of stored materials.

.3 List of stored items shall be sent to the Chief Engineer for his approval prior to payment of stored materials.

9.6 PROGRESS PAYMENTS

9.6.8 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier will not exceed the percentage retained by the Owner from the Contractor.

9.7 FAILURE OF PAYMENT

9.7.1 Change this Subparagraph to read as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the **Mississippi Code 1972, Annotated.**

9.8 SUBSTANTIAL COMPLETION

9.8.4 Add a new sentence at the end of this Subparagraph:

Substantial Completion shall not be recognized under this Contract. The Project Engineer shall determine when the building is complete to the point it can be used for its intended purpose and occupied.

9.11 LIQUIDATED DAMAGES

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner liquidated damages for each calendar day of delay until the work is substantially complete as follows:

For More Than	To and Including	Per Calendar Day
$ 0	$ 100,000	$ 140
100,000	500,000	200
500,000	1,000,000	300
1,000,000	2,000,000	400
2,000,000	5,000,000	650
5,000,000	10,000,000	750
10,000,000	--------	1,400

Article 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clause 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Project Engineer and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3 HAZARDOUS MATERIALS

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.4 Delete this Subparagraph in its entirety.

10.5 Delete this Subparagraph in its entirety.

Article 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Add a new Subparagraph as follows:

The Contractor's limits of liability shall be written for not less than the following:

.1 GENERAL LIABILITY:

Commercial General Liability (Including XCU)		
General Aggregate…….$	1,000,000.00	Aggregate
Products & Completed Operations……..$	1,000,000.00	Aggregate
Personal & Advertising Injury…….. $	500,000.00	Per Occurrence
Bodily Injury & Property Damage…….$	500,000.00	Per Occurrence
Fire Damage Liability……..$	50,000.00	Per Occurrence
Medical Expense……$	5,000.00	Per Person

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage…….$	1,000,000.00	Aggregate
Bodily Injury & Property Damage…….$	500,000.00	Per Occurrence

.3 AUTOMOBILE LIABILITY:

(Owned, Non-owned & Hired Vehicle		
Contractor Insurance Option Number 1:		
Bodily Injury & Property Damage…….$	500,000.00	Per Occurrence
(Combined Single Limit)		
Contractor Insurance Option Number 2:		
Bodily Injury……$	250,000.00	Per Person
Bodily Injury……$	500,000.00	Per Accident
Property Damage……..$	100,000.00	Per Occurrence

.4 EXCESS LIABILITY:

(Umbrella on projects over $500,000)		
Bodily Injury & Property Damage …….$	1,000,000.00	Aggregate
(Combined Single Limit)		

.5 WORKERS' COMPENSATION:

(As required by Statute)

EMPLOYERS' LIABILITY:

Accident …….$	100,000.00	Per Occurrence
Disease …….$	500,000.00	Policy Limit
Disease …….$	100,000.00	Per Employee

.6 PROPERTY INSURANCE:

Builder's Risk…….$	Equal to Value of Work
Or	
Installation Floater…….$	Equal to Value of Work

11.1.5 Add a new Subparagraph as follows:

Furnish one (1) copy of the Standard Construction Contract Certificate of Insurance Form for each copy of the Standard Form of Agreement Between Owner and Contractor specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. Furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.1.6 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract: the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 Delete this Subparagraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.4.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete this Paragraph in its entirety.

11.4 PROPERTY INSURANCE (BUILDER'S RISK OR INSTALLATION FLOATER)

11.4.1 Change the first line in this Subparagraph to read as follows:

The Contractor shall purchase…

11.4.1.2 Delete this Clause under Subparagraph 11.4.1 in its entirety.

11.4.1.3 Change the following Clause in Subparagraph 11.4.1.3 to read as follows:

If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.4.2 Delete this Subparagraph in its entirety.

11.4.3 Delete this Subparagraph in its entirety.

11.4.4 Delete this Subparagraph in its entirety.

11.4.5 Delete this Subparagraph in its entirety.

11.4.6 Delete this Subparagraph in its entirety.

11.4.10 Change this Subparagraph to read as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

Article 12 UNCOVERING AND CORRECTION OF WORK

No supplementary conditions.

Article 13 MISCELLANEOUS PROVISIONS

No supplementary conditions.

Article 14 TERMINATION OR SUSPENSION OF THE CONTRACT

No supplementary conditions.

END OF DOCUMENT

SECTION 01110 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Work covered by SP-907-242-9 as part of these Contract Documents shall be provided by one (1) General Contractor as part of one (1) Contract to improve the Mississippi Department of Transportation site to construct a truck scale administration building and 3-platform static scale on U.S. Highway 45 (Northbound and Southbound) near Corinth, Alcorn County, Mississippi.

1. Description A: Truck Scale Administration Building (Northbound).
2. Description B: 3-Platform Static Scale (Northbound)
3. Description C: Truck Scale Administration Building (Southbound).
4. Description D: 3-Platform Static Scale (Southbound)

B. Time of Completion: The completion of this Work is to be on or before the time indicated on the Owner and Contractor Agreement.

C. Contractor's Duties:

1. Except as specifically noted, provide and pay for:

   a. Labor, materials, equipment.
   b. Tools, construction equipment, and machinery.
   c. Other facilities and services necessary for proper execution and completion of the Work.

2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
3. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids:

   a. Permits
   b. Government Fees
   c. Licenses

4. Give required notices.
5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of Work.
6. Promptly submit written notice to Project Engineer of observed variance of Contract Documents from legal requirements. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for Work known to be contrary to such requirements, without notice.
7. Enforce strict discipline and good order among employees. Do not employ on Work, unfit persons or persons not skilled in assigned task.
8. Schedule of Values: Submit 8 copies to the Project Engineer a Schedule of Values as described in Section 01295 of these Specifications. This submittal will be recorded as submittal number one for this Project. When this submittal is approved, a copy will be transmitted to Construction Administration to be used to review and compare to amounts submitted on the CAD-720 form.
9. Sub-Contractors List: Submit 8 copies of a list, acceptable to the MDOT, of all subcontractors to be used on the Project within seven (7) days after written notice of Contract award by the MDOT. The list shall include the Firm's name, contact person, street address, e-mail address, telephone and fax numbers.

10. Request for Permission to Subcontract: Submit original to Contract Administration Division and two copies to the Project Engineer CAD-720 form - REQUEST FOR PERMISSION TO SUBCONTRACT for each subcontractor before they are allowed to perform any Work.
11. Coordination: The Contractor is responsible for the coordination of the total Project. All subcontractors will cooperate with the Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their Work. Refer to Section 01310– Project Management & Coordination.

1.02 CONTRACTOR'S USE OF PREMISES

A. Confine operations at the site to areas permitted by:

1. Law
2. Ordinances
3. Permits
4. Contract Documents
5. Owner

B. Do not unreasonably encumber site with materials or equipment.

C. Do not load structure with weight that will endanger structure.

D. Assume full responsibility for protection and safekeeping of products stored on premises.

E. Move any stored products which interfere with operations of MDOT or other Contractors.

F. Obtain and pay for use of additional storage of work areas needed for operations.

G. Limit use of site for work and storage to the area indicated on the Drawings.

1.03 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

   a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01290 PAYMENT PROCEDURES

PART 1 GENERAL

1.01 METHOD OF MEASUREMENT: The method of measurement and payment shall conform to the applicable provisions of Article 9 of the AIA Document A201-1997 General Conditions of the Contract for Construction and Document 00800 – Supplementary Conditions that modify Article 9 of these General Conditions.

1.02 APPLICATION FOR PAYMENT

A. Format:

1. Applications for Payments will be prepared on AIA forms G702 – Application and Certificate for payment and G703 – Continuation Sheet; or, a computer generated form containing similar data may be used.
2. Subtotals shall be indicated for each building with a total for the Contract.

B. Preparation of Application:

1. Present required information in type written form.
2. Execute certification by signature of authorized officer.
3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
4. List each authorized Change Order (Supplemental Agreement) as an extension on continuation sheet, listing Change Order (Supplemental Agreement) number and dollar amount as for an original Item of Work.
5. Prepare Application for Final Payment as specified in Section 01770-Closeout Procedures.

C. Submittal Procedures:

1. Submit 5 copies of each Application for Payment to the Project Engineer and one copy to the MDOT Architect.
2. Submit an updated construction schedule with each Application for Payment as described in Section 01320-Construction Progress Documentation.
3. Submit request for payment at intervals agreed upon by the Project Engineer, Owner, and Contractor.
4. Submit requests to the Project Engineer at agreed upon times, or as may be directed otherwise.

D. Substantiating Data:

1. Submit data justifying dollar amounts in question when such information is needed.
2. Provide one copy of the data with a cover letter for each submittal.
3. Indicate the Application number, date and line item number and description.

1.03 STATEMENTS AND PAYROLLS

A. The Contractor and subcontractors shall submit weekly two copies of all payrolls to the Project Engineer and meet the requirements of U. S. Department of Transportation Form FHWA 1273, on projects constructed in whole or in part with Federal funds.

B. The Contractor and Subcontractors shall submit Form CAD-880, “Weekly Summary of Wage Rates” and CAD-881, “Weekly Statement of Compliance”, each week to the Project Engineer. The forms may be obtained from the Contract Compliance Officer, Contract Administration Division, Mississippi Department of Transportation, Jackson, Mississippi. Custom forms, approved by Contract Administration Division, may be used in lieu of CAD forms.

C. When no work is performed on Federal-Aid Projects, the Contractor should only submit CAD-880 showing no work activities

D. The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first week of the estimate period in order for the Project Engineer to process an estimate.

1.04 WAGE RATES

A. All persons employed or working upon the site of the Work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect at time of Advertisement for Bids and/or contained in the Contract.

1.05 CLASSIFICATIONS

A. The Department Contract Compliance Officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the Contract, shall be classified or reclassified conformably to the wage determination.

1.06 BASIS OF PAYMENT

A. This Work will be paid for by Contract Sum for the construction in District One. The Work includes truck scale administration building and 3-platform static scale on U.S. Highway 45 (Northbound and Southbound) near Corinth, Alcorn County, Mississippi. The Contract Sum shall be full compensation for all site work, for furnishing all materials, and all other Work and effort of whatever nature in the construction of the buildings, installation of underground and other equipment, and final clean-up of the area. It shall also be complete compensation for all equipment, tools, labor, and incidentals necessary to complete the Work.

B. Payment will be made under:

1. DESCRIPTION A: (Pay Item 907-242-A)
MDOT Project No. NH-0002-08(011) 104124
Truck Scale Administration Building on U.S. Highway 45
(Northbound) near Corinth, Alcorn County, Mississippi. lump sum

2. DESCRIPTION B: (Pay Item 907-242-B)
MDOT Project No. NH-0002-08(011) 104124
3-platform static scale on U.S. Highway 45
(Northbound) near Corinth, Alcorn County, Mississippi. lump sum

3. DESCRIPTION C: (Pay Item 907-242-C)
MDOT Project No. NH-0002-08(011) 104124
Truck Scale Administration Building on U.S. Highway 45
(Southbound) near Corinth, Alcorn County, Mississippi. lump sum

4. DESCRIPTION D: (Pay Item 907-242-D)
MDOT Project No. NH-0002-08(011) 104124
3-platform static scale on U.S. Highway 45
(Southbound) near Corinth, Alcorn County, Mississippi. lump sum

TOTAL SP 907-242-9 CONTRACT SUM **LUMP SUM**

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01295 SCHEDULE OF VALUES

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope: Submit 8 copies of the Schedule of Values to the MDOT Architectural Services Unit at least 10 days prior to submitting first Application for Payment. When this submittal is approved, a copy will be transmitted to Construction Administration to be used to review and compare to amounts submitted on the CAD-720 form. Other copies will be kept by Architectural Services Unit and distributed to Project Engineer, MDOT Consultants, and Contractor. Upon Project Engineer / MDOT Architect's request, support the values given with data substantiating their correctness. List quantities of materials. Payment for materials stored on site will be limited to those listed in Schedule of Unit Material Values (refer to Article 9 of the Supplementary Conditions for requirements). Use Schedule of Values only as basis for contractor's Application for Payment.

B. Form of Submittal: Submit typewritten Schedule of Values on AIA Document G703-1992, using Table of Contents of this Specification as basis for format for listing costs of Work for Sections under Divisions 2- 16. Identify each line item with number and title as listed in Table of Contents of this Specification.

C. Preparing Schedule of Values:

1. Itemize separate line item costs for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, Contingency Allowance, temporary facilities and controls, and closeout documents.

2. Itemize separate line item cost for Work required by each Section of this Specification. Breakdown installed cost with overhead and profit.

3. For each line item, which has installed value of more than $20,000, break down costs to list major products for operations under each item; rounding figures to nearest dollar. Make sum of total costs of all items listed in schedule equal to total Contract Sum.

4. Group line items to show subtotal of Description A and then Description B with the same amounts indicated on the Bid Forms and a total equal to the Contract amount indicated on the Bid Form.

D. Preparing Schedule of Unit Material Values:

1. Submit separate schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: Cost of material, delivery and unloading site, and sales tax.

2. Make sure unit prices (if required) multiplied by quantities equal material cost of that item in Schedule of Values.

E. Review and Re-submittal: After Project Engineer / MDOT Architect's review, if requested, revise and resubmit schedule in same manner as described above.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01298 CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.01 SCOPE: This Section describes the procedures for processing Change Orders (Supplemental Agreements) by the Project Engineer and the Contractor.

1.02 CHANGE ORDER PROCEDURES

A. Change Proposed by the Project Engineer: The Project Engineer may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor shall prepare and submit an estimate within 10 days.

B. Change Proposed by the Contractor: The Contractor may propose a change by submitting a request for change to the Project Engineer, describing the proposed change and it's full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01630 - Product Options and Substitution Procedures.

C. Contractor's Documentation:

1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
3. On request, provide additional data to support computations:

    a. Quantities of products, labor, and equipment.
    b. Taxes, insurance and bonds.
    c. Overhead and profit.
    d. Justification for any change in Contract Time.
    e. Credit for deletions from Contract, similarly documented.

4. Support each claim for additional costs, and for work completed on a time and material basis, with additional information:

    a. Origin and date of claim.
    b. Dates and time work was performed and by whom.
    c. Time records and wage rates paid.
    d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

D. Construction Change Directive: The Project Engineer may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order (Supplemental Agreement). The document will describe changes in the Work, and will designate method of determining any change in the Contract Sum or Contract Time. The change in Work will be promptly executed.

E. Format: The Project Engineer will prepare 5 originals of the Change Order (Supplemental Agreement) using the Mississippi Department of Transportation's Change Order (Supplemental Agreement) Form.

F. Types of Change Orders (Supplemental Agreements):

1. Stipulated Sum Change Orders: Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order (Supplemental Agreement) as approved by the Project Engineer.

2. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order (Supplemental Agreement) will be executed on a fixed unit price basis. For unit costs or quantities of units of work, which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order (Supplemental Agreement).
3. Time and Material Change Order (Supplemental Agreement): Submit itemized account and supporting data after completion of change, within time limits indicated in the Standard Form of Agreement Between the Owner and the Contractor. The Project Engineer will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

G. Execution of Change Order (Supplemental Agreement): The Project Engineer will issue Change Orders (Supplemental Agreements) for signatures of parties as provided in the Standard Form of Agreement Between the Owner and the Contractor. Final execution of all Change Orders (Supplemental Agreements) requires approval by the Owner.

H. Correlation of Contractor Submittals: The Contractor shall promptly revise Schedule of Values and the Application for Payment forms to record each authorized Change Order (Supplemental Agreement)as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01310 PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Scope: To set forth procedures, conditions and responsibility for coordination of the total project.

B. Project Coordinator: The General Contractor shall designate one individual as Project Coordinator (Superintendent), as referred to in the General Conditions. Prior to beginning Work his name, qualifications and address shall be submitted, in writing, to the MDOT Executive Director with copies to the Construction Engineer, Contract Administration Engineer, District Engineer, Project Engineer and Architectural Services Unit Director. Upon approval, he will remain until the Project is completed and cannot be removed during construction without the written consent of the Project Engineer.

1.02 DUTIES OF PROJECT COORDINATOR (SUPERINTENDENT)

A. General:
1. Coordination: Coordinate the work of all subcontractors and material suppliers.
2. Supervision: Supervise the activities of every phase of Work taking place on the project.
3. Contractor's Daily Job Diary: Submit copy of daily job dairy to the Project Engineer and the Architectural Services Unit Director each Monday for the previous week.
4. Electrical: Take special care to coordinate and supervise the Work of the electrical and other subcontractors.
5. Communication: Establish lines of authority and communication at the job site.
6. Location: The Project Coordinator (Superintendent) must be present on the job site at all times while work is in progress. The superintendent shall advise the Project Engineer of an intended absence fro the work and designate a person to be in charge of the Work during such absence.
7. Permits: Assist in obtaining building and special permits required for construction.

B. Interpretations of Contract Documents
1. Consultation: Consult with Project Engineer to obtain interpretations.
2. Assistance: Assist in resolution of any questions.
3. Transmission: Transmit written interpretations to concerned parties.

C. Cessation of Work: Stop all Work not in accordance with the requirements of the Contract Documents.

D. Division One: Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:
1. Enforce all safety requirements.
2. Schedule of Values: Assist in preparation and be knowledgeable of each entry in the Schedule of Values.
3. Cutting and Patching: Supervise and control all cutting and patching of other trades work.
4. Project Meetings: Schedule with Project Engineer's approval and attend all project meetings.
5. Construction Schedules: Prepare and submit all construction schedules. Supervise Work to monitor compliance with schedules.

6. Shop Drawings, Product Data and Samples: Administer the processing of all submittals required by the Project Manual.
7. Testing: Coordinate all required testing.
8. Temporary Facilities and Controls: Allocate, maintain and monitor all temporary facilities.
9. Substitutions and Product Options: Administer the processing of all substitutions.
10. Cleaning: Direct and execute a continuing (daily) cleaning program throughout construction, requiring each trade to dispose of their debris.
11. Project Closeout: Collect and present all closeout documents to the Project Engineer.
12. Project Record Documents: Maintain up-to-date Project Record Documents.

E. Changes: Recommend and assist in the preparation of requests to the Project Engineer for any changes in the Contract.

F. Application for Payment: Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

1.03 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordinate space requirements, supports, and installation of Mechanical and Electrical Work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy, if required.

E. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.04 SUBCONTRACTOR'S DUTIES: The Subcontractor is responsible to coordinate and supervise his employees in the Work accomplished under his part of the Contract.

A. Schedules: Conduct Work to assure compliance with construction schedules.

B. Suppliers: Transmit all instructions to his material suppliers.

C. Cooperation: Cooperate with the Project Coordinator and other subcontractors.

PART 2 PRODUCTS & PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01315 PROJECT MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Provisions for and procedures related to the required Project Meetings which include, but not limited to, the following for each Project Phase:
   1. Pre-Construction Meeting.
   2. Periodic Progress Meetings.

1.02 MEETINGS

A. Purpose of Meetings: Project Meetings shall be held for the following reasons:
   1. To establish an understanding of what is expected from everyone involved.
   2. To enable an orderly Project review during the progress of the Work.
   3. To provide for systematic discussion of problems and effect remedies and clarifications.
   4. To coordinate the Work.
   5. To review installation procedures and schedules.

1.03 SCHEDULING AND ADMINISTRATION

A. The Project Engineer shall schedule and preside over all meetings throughout the progress of the Work. Duties include the following:
   1. Review, modify / approve minutes of the previous meeting.
   2. Discuss items that have been done the previous month and anticipated work to be done within the next month.
   3. Review Contractor's Pay Request and resolve questions or conflicts with Construction Documents.

B. The Contractor shall attend and administer all meetings throughout the progress of the Work. Duties include the following:
   1. Preparation of agenda for meetings
   2. Distribution of agenda and written notice 7 days in advance of date for each regularly scheduled meeting.
   3. Make physical arrangements for meetings.
   4. Record the minutes which shall include list of all participants and all significant proceedings and, in particular, all decisions, agreements, clarifications, and other data related to Project cost, time, and modifications.
   5. Distribute copies of minutes within 7 calendar days to all parties affected by decisions made at the meeting.
   6. Follow-up unresolved matters discussed at meetings and promptly effect final resolution, especially for work in progress. Advise all effected parties of result and include report of activities in next scheduled meeting.

C. Representatives of Contractor's, Subcontractor's, and Supplier's attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

D. Consultants may attend meetings to ascertain work is expedited consistent with Contract Documents and construction schedules.

1.04 PRE-CONSTRUCTION MEETING

A. Schedule: Schedule Pre-Construction Meeting prior to commencement of the Work.

B. Location: A central site, convenient for all parties, designated by the Contractor and approved by the Project Engineer.

C. Attendance: Attending shall be the Project Engineer and MDOT representatives associated with the Project, the MDOT Architect and Consultants (if requested by the District), the General Contractor, all major Subcontractors, and any representatives of governmental or other regulatory agencies as required.

D. Minimum Agenda:
1. Distribute and discuss construction schedule prepared by Contractor.
2. Review critical Work sequencing.
3. Designate responsibilities.
4. State procedures for submittals.
5. State procedures for maintaining record documents.
6. State procedures for change orders.
7. State procedures for application of payment.
8. Coordinate use of premises, including office and storage areas.
9. List Owner's requirements.
10. Show clear understanding of Security.
11. Show clear understanding of Housekeeping procedures.

1.05 PROGRESS MEETINGS

A. Schedule: Progress Meetings will be scheduled monthly. The Project Engineer will cancel the meeting with at least 48 hours notice if a meeting is not necessary for any particular month.

B. Place of Project Meetings: Project Engineer’s Office, except as otherwise agreed.

C. Attendance: Attending shall be the Project Engineer or his representative and MDOT representatives associated with the Project, the MDOT Architect or his representative and Consultants (if requested by the District), the General Contractor, and all Subcontractors as pertinent to the agenda.

D. Minimum Agenda:
1. Review, modify / approve minutes of the previous meeting.
2. Review work progress since last meeting.
3. Note field observations, problems and decisions.
4. Identify problems that impede planned progress.
5. Review off-site fabrication problems.
6. Revise construction schedule as indicated.
7. Plan progress during the next work period.
8. Review submittal schedules; expedite and modify as required.
9. Review proposed changes,
10. Review Request for Payment.
11. Complete other current business.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01320 CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope: Provide projected Construction Schedules for entire Work and revise monthly to show progress through the pay period. The following is a minimum requirement and other type schedules are acceptable with Owner's approval.

B. Form of Schedules: Prepare in form of horizontal bar chart.

1. Provide separate horizontal bar column for each trade or operation.
2. Order: Table of Contents of Specifications.
3. Identify each column by major Specification section number.
4. Horizontal Time Scale: Identify first work day of each week.
5. Scale and Spacing: To allow space for updating.

C. Content of Schedules:

1. Provide complete sequence of construction by activity.
2. Indicate dates for beginning and completion of each stage of construction.
3. Identify Work of logically grouped activities.
4. Show projected percentage of completion for each item of Work as of first day of each month.

D. Updating:

1. Show all changes occurring since previous submission of updated schedule.
2. Indicate progress of each activity and completion dates.

E. Submittals:

1. Submit initial schedules to the Project Engineer within 15 days after date of Notice to Proceed.
2. Submit to the Project Engineer periodically updated schedules accurately depicting progress to first day of each month.
3. Submit 2 copies to the Project Engineer.

F. If the Contractor is required to produce two revised construction schedules because of lack of progress in the Work, the Owner will notify the Contractor's surety.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01330 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Scope: Submit to the MDOT Architectural Services Unit shop drawings, product data, and samples required by Specification Sections. Faxed submittals will **Not** be accepted. Do **Not** submit Material Safety Data Sheets for approval. Refer to Section 01630 – Product Options and Substitution Procedures, for requirements concerning products that will be acceptable on this Project.

B. Shop Drawings: Original **(Legible)** drawings prepared by Contractor, subcontractor, supplier or distributor which illustrate actual portions of the Work; showing fabrication, layout, setting or erection details. Reproductions of the Contract Drawings will **Not** be acceptable. Minimum requirements for shop drawings shall include the following:

1. Prepared by a qualified detailer.
2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
3. Minimum sheet size: 8-1/2 inches by 11 inches.
4. Reproductions for submittals: 9 Prints.
5. Shop drawings shall be stamped and signed by the Contractor certifying accuracy, completeness and compliance with Contract requirements prior to submitting to the MDOT Architectural Services Unit.

C. Product Data: Provide 9 copies each. Minimum information submitted shall include the following:

1. Manufacturer's standard schematic drawings: Modify drawings to delete information that is not applicable to the Project. Supplement standard information to provide additional information applicable to Project.
2. Manufacturer’s catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data: **Clearly Mark** each copy to identify pertinent materials, products or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.
3. Product Data shall be stamped and signed by the Contractor certifying accuracy, completeness and compliance with contract requirements prior to submitting to the Architectural Services Unit.

D. Samples: Provide physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed Work is judged.

1. Provide one copy each of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples.
2. Samples remain the property of the Architectural Services Unit until completion of construction of the Project.
3. Samples (except for color samples) will not be required when specified product is submitted.
4. If a specified product color is discontinued, Contractor shall notify Project Engineer promptly to determine if it affects other color selections.

E. Field Samples and Mock-Ups: Erect on Project Site at location acceptable to Project Engineer.

1. Construct each sample or mock-up complete, including Work of all trades required in the finished Work. Field Samples are used to determine standards in materials, color, texture, workmanship, and overall appearance.
2. Work shall not be allowed using these materials until the mock-up is approved.
3. The mock-up shall not be destroyed, until after the Work it represents is finished, without permission of the Project Engineer. This mock-up shall be used as a standard to compare to the Work it represents for color, craftsmanship, overall appearance, and how the different materials make up the whole system.

F. Contractor Responsibilities:

1. Review shop drawings, product data, and samples prior to submission.
2. Verify field measurements, construction criteria, catalog numbers and other data.
3. Coordinate each submittal with requirements of Work and Contract Documents.
4. Contractor's responsibility for errors and omissions in submittals is not relieved by MDOT Architect's / Consultant's review of submittals.
5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by review of submittals unless written acceptance of specific deviations is given.
6. Notify the Project Engineer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents.
7. Order no materials or begin no Work requiring submittals until the return of submittals bearing MDOT Architect / Consultant's stamp and initials indicating review.
8. After MDOT Architect / Consultant's review, distribute copies.

G. Submission Requirements:

1. Schedule submission with ample time given to review submittals prior to being needed.
2. Submit 9 copies of shop drawings and product data with additional number of copies, if required, by Contractor for distribution.
3. Submit number of samples specified in each Specification Section.
4. Accompany submittals with transmittal letter, in duplicate, containing data, project title and number; Contractor's name and address; the number of each Shop Drawings, product data and samples submitted; notification of deviations from Contract Documents; and other pertinent data.
5. Each copy of submittals shall include the following:
   a. Date and revision dates.
   b. Project title and number.
   c. The names of Project Engineer, Contractor, Supplier, Manufacturer, and separate detailer, when pertinent.
   d. Identification of product or material.
   e. Relation to adjacent structure or materials.
   f. Field dimensions, clearly identified as such.
   g. **Specification Section Number**.
   h. Applicable standards such as ASTM Number or Federal Specification.
   i. A blank space, 2 inches by 3 inches for the Reviewer's stamp.
   j. Identification to deviations from Contract Documents.
   k. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements, and compliance with Contract Documents.

H. Resubmission Requirements:

1. Shop Drawings: Revise initial Drawings as required and resubmit as specified for initial submittal. Indicate on Drawings, any changes that have been made other than those required by the Reviewer.
2. Product Data and Samples: Submit new data and samples as required for initial submittal.

I. Distribution of Submittals after Review:

1. Distribute copies of Shop Drawings and product data which carry MDOT Architect's / Consultant's stamp to: Project Engineer's File, Architectural Services Unit File, Architect's File(as required) / Electrical / Mechanical / Structural Engineer's File (as required), Materials' File (if concrete), Contractor's File, Job Site File, and Subcontractor, Supplier and/or Fabricator as necessary.
2. Distribute samples as directed. The Project Engineer, MDOT Architect and Consultant (as required) shall retain one of each.

J. MDOT Architect / Consultants' Duties:

1. Review submittals with reasonable promptness.
2. Review for design concept of Project and information given in Contract Documents.
3. Review of separate item does not constitute review of an assembly in which item functions.
4. Affix stamp and initial, or signature, certifying the review of submittal.
5. Return submittals to the Architectural Services Unit, which will forward one copy to the Project Engineer, one copy to the Materials Engineer (if concrete), and the remainder to the Contractor.
6. Retain one copy of reviewed submittals.

K. Delays attributable to untimely submittals, submittals not approved, or time taken to resubmit will not serve as a basis for a Contract Time extension.

L. Acceptance of submittal items will not preclude rejection of these items upon discovery of defects in them prior to final acceptance of completed Work.

M. After an item has been accepted, no change in brand, make, manufacturer's catalog number, or characteristics will be considered unless:

1. Satisfactory written evidence is presented to and approved by the Project Engineer, that manufacturer cannot make scheduled delivery of accepted item, or;
2. Item delivered has been rejected and substitution of a suitable item is an urgent necessity, or;
3. Other conditions became apparent which indicates acceptance of such substitute item to be in the best interest of the Owner.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01425 REFERENCE DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Identification and purpose of Reference Documents.

B. Administrative procedures and responsibility for the use of Reference Documents.

1.02 IDENTIFICATION AND PURPOSE

A. Identification: Throughout the Contract Documents are references to nationally known and recognized Codes, Reference Standards, Reference Specifications, and similar documents that are published by Regulatory Agencies, Trade and Manufacturing Associations and Societies, Testing Agencies and others. References also include certain Project Documents or designated portions.

B. Purpose: All named and otherwise identified “Reference Documents” are “by reference” hereby incorporated into these Specifications as though fully written and hereby serve to establish specific requirements and pertinent characteristics for materials and workmanship as well as methods for testing / reporting on compliance thereto.

1.03 PROCEDURES AND RESPONSIBILITIES

A. Compliance with Laws and Codes of governmental agencies having jurisdiction shall be mandatory and take precedence over the requirements of all other Reference Documents. For products or workmanship specified by Associations, Trade, or Federal Standards, comply with the requirements of the standard, except when supplemented instructions indicate a more rigid standard and / or define more precise requirements. Should specified reference standards conflict with regulatory requirements or the Contract Documents, request Project Engineer’s clarification before proceeding.

B. The Contractor (including any and all Parties furnishing and / or installing any portion of The Work) shall be familiar with the indicated codes and standards. It shall be the Contractor’s responsibility to verify the detailed requirements of the specifically named codes and standards and to verify (and provide written certification, when required) that the items procured for use in this Work (and their installation, as applicable) meet or exceed the specified requirements.

C. When date of Reference Document is not specified, conform to latest edition of said Document except when earlier editions are specifically required by Codes.

D. The contractual relationship of the Parties to the Contract shall not be altered from the requirements of the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01455 TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SUMMARY

A. Scope: The Contractor shall use testing laboratory services of the Mississippi Department of Transportation for all testing required in this Section. These services will be provided to the Contractor by the MDOT at no charge. Use of said services shall in no way relieve the Contractor of his obligation to perform Work in accordance with the Contract.

B. Inspection, Sampling and Testing are required for:

1. Section 02315, Excavation, Filling, and Grading.
2. Section 03200, Concrete Reinforcement.
3. Section 03300, Cast-In-Place Concrete.

1.02 LABORATORY'S DUTIES

A. Materials will be inspected and sampled in accordance with current Mississippi Department of Transportation SOP pertaining to inspecting and sampling.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel to provide to laboratory in required quantities preliminary representative samples of materials to be tested.

B. When required, furnish copies of mill test reports. Furnish to laboratory, casual labor to obtain and handle samples at the site and to facilitate inspections and tests.

C. Notify laboratory in advance of operations to allow for assignment of personnel and scheduling of tests.

1.04 MATERIAL CERTIFICATIONS AND CERTIFIED TEST REPORTS

A. All certifications shall meet the following requirements:

1. Have letterhead of the manufacturer, producer, supplier, or fabricator.
2. Include the project number.
3. Itemized list of materials covered by the certification.
4. Contain a material conformance statement, which certifies that the materials conform to the specific specification requirements.
5. Certification for all steel and steel wire products must also include a certified statement by the manufacturer that all of the manufacturing processes are of domestic origin.
6. Signature of a responsible company official.

B. All certified test reports shall meet the following requirements:

1. Have letterhead of the manufacturer, producer, supplier, fabricator, or laboratory.
2. Include name and description of material, lot, batch, or heat number, etc., as applicable.
3. Show results of each required test, and state that the test was run according to the test method specified.

4. Test reports for all steel and steel wire products must also include a certified statement by the manufacturer that all of the manufacturing processes are of domestic origin.
5. Signature of a responsible laboratory official.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 GENERAL: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.

1.02 FIELD OFFICE AND STORAGE FACILITIES: The Contractor will not be required to provide a temporary field office and storage shed(s).

A. Copies of Construction Documents: It shall still be the responsibility of the Contractor to maintain storage files suitable to keep duplicates of all correspondence, shop drawings, plans, specifications, samples, etc. required to administer the project. These duplicates will be permanently kept as reference and shall not be used in the field. Contractor is to provide the Project Engineer with job site and emergency telephone numbers.

B. Storage Facilities: It shall be the Contractor's option to provide watertight storage facilities for storage of cement, lime, and / or other materials subject to water damage. If storage facilities are used, it shall be of sufficient size to hold all materials required for logically grouped activities on the site at one time, and shall have floors raised at least 6 inches above the ground on heavy joists or sleepers. Fully enclosed trailer is allowed, but location must be coordinated with Project Engineer.

1.03 FURNISHING AND MAINTENANCE OF EQUIPMENT: Furnish and maintain all equipment such as temporary stairs, ladders, ramps, scaffolds, hoists, runways, derricks, chutes, elevators, etc. as required for proper execution of the Work of all trades. All such apparatus, equipment and construction shall meet all the requirements of the Labor Law and other applicable State or local laws

1.04 ELECTRIC LIGHTS AND POWER: Supply lights and power when necessary for the progress of the Work. The operating costs shall be borne by the Owner. Temporary wiring, where required, shall be run in conduits.

1.05 WATER: Supply water service. The operating costs shall be borne by the Owner.

1.06 ROADS AND ACCESS: The drive is to remain open at all times. A flagman will be required to control traffic when construction vehicles are present.

1.07 TOILETS FOR WORKMEN: Provide and maintain all necessary toilets for workmen. Toilets are to be maintained in strict accordance with the regulations of the State Board of Health. The toilets are to be located on the site as directed by the Project Engineer or his authorized representative.

1.08 SECURITY / PROTECTION PROVISIONS

A. The types of temporary security and protection provisions required include, but are not limited to, fire protection, barricades, warning signs / lights, personnel security program (theft prevention), environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at Project Site(s).

B. Barricades and Construction Fence: Provide and erect all necessary barricades and any other protection required. Provide all necessary warning and danger lights from twilight to sunrise.

C. Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low potential for either electrical or grease/oil flammable liquid fires: provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct personnel at Project Site, at time of their first arrival, on proper use of extinguishers and other available facilities at Project Site. Post local fire department call number on each telephone instrument at Project Site.

D. Environmental Protection Procedures: Designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of Project Site.

E. Water Control: Provide pumps as required to keep the excavation free from standing water and shall slope the excavation to prevent water from running toward existing buildings at all times.

1.09 BURNING OF TRASH: No burning of trash or debris shall be done on Owner's property. All such materials shall be removed from the site and disposed of in accordance with local laws and ordinances.

1.10 POWDER ACTUATED TOOLS: The use of powder actuated tools shall be prohibited from use during all phases of the construction, unless explicitly approved in writing, prior to construction, by the Project Engineer.

1.11 FIRE HAZARDS: Special precautions shall be taken to reduce fire hazards where electrical or gas welding or cutting Work is done and suitable fire extinguishing equipment shall be maintained near such operations.

1.12 CONDUCT OF WORKERS: Workmen who, because of improper conduct or persistent violation of Owner's requirements, become objectionable, shall be removed at the Owner's request. Inform all workmen of Owner's requirements.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01610 BASIC PRODUCT REQUIREMENT

PART 1 GENERAL

1.01 SECTION INCLUDES: The products of The Work and the requirements for their quality, delivery, handling, storage, protection and installation.

1.02 DEFINITIONS

A. "Products". Defined as: The materials, machinery, equipment, components, and systems, in whole or in part, incorporated into The Work. "Products" does not include materials, tools, devices, machinery, equipment and systems used for the preparation, manufacture, fabrication, conveying and installation of The Work.

B. "Level of Excellence". Defined as: The degree of quality for the Products and Workmanship of this Project. The required "degree of quality" shall be established on the basis of one or more of the following criteria which shall become the minimum acceptable "level of excellence" for the Work of this Project:

1. Selected Products.
2. Specifications.
3. Reference Standards.
4. Manufacturer's Instructions.
5. Industry Standards.

a. In the absence of all the criteria from the Specifications Section, the normal local Industry Standard shall prevail. The Party or Parties responsible for the required work shall be experienced in the work to be provided; shall have knowledge as to what, in the local area, constitutes "good and acceptable practice" in producing the completed Work of this Section, and will be expected to provide nothing less.

1) Example: Masonry and Drywall Contractors are expected to know that Industry Standards, "good practice", and "common sense" dictate, to prevent cracks in the completed work, control joints must be installed at minimum distances or should be placed in certain locations where movement or other stress conditions are likely to occur. When such items are not specified or shown on the Drawings, the Contractor will be expected to request the Project Engineer's clarification for location (primarily for esthetic considerations) and then provide not less than the minimum Industry Standard, at no additional cost to the Owner.

C. "Standard of Quality". Defined as: A specific and particular manufacturer whose product(s) has / have been selected by the Architect / Engineer as amply suitable to meet the Project requirements in one or more of the following criterions: appearance, physical attributes, performance characteristics, appropriateness for intended use, and cost.

1. The work of the individual Specification Section will be based on product(s) of the "Standard of Quality Manufacturer" and the product(s) of that manufacturer, designated within the Specifications Section by catalog number(s) (or other identification), shall become "Standard of Quality Product(s) and the basis by which the product(s) of "Other Acceptable Manufacturers", and any substitutions, are judged.
2. In the absence of the designation "Standard of Quality", such as for generic product, material or system, then the specified item (product, material or system) shall be the reference standard and shall become the "Standard of Quality".

D. "Equivalent Products". Defined as: Products having a level of excellence which, in the Project Engineer's judgment, is equal to the level of excellence established by the product(s) selected as Architect's / Engineer's "Standard of Quality".

E. "Manufacturer". Defined as: An entity whose principal business is the manufacturing, fabricating, assembling, and / or supplying of products / systems from off site for incorporation (in whole, or in part, such as components of a system) into the construction at the Project Site.

1. The Architect's / Engineer's selection of a particular manufacturer usually is on the basis of the manufacturer's reputation within the Construction Industry, and / or "track record" with the Architect / Engineer, for producing quality products on time, and providing responsive follow-up and reliable warranties.
2. The terms "Fabricator" and "Supplier" used in these Specifications shall be synonymous with "manufacturer".

F. "Other Acceptable Manufacturers". Defined as: Manufacturers who have qualifications and products similar to those of the "Standard of Quality" Manufacturer (see above) selected by Architect / Engineer and are therefore "acceptable" to offer any of their products considered to be "equivalent" to the specified product(s).

1. To the best of the Architect's / Engineer's knowledge, information and belief, the manufacturers, listed as "Other Acceptable Manufacturers", now have products available that are considered to be "equivalent" to the specified product (or selection) of the "Standard of Quality" Manufacturer. Where no "Standard of Quality" is indicated then any of the "Acceptable Manufacturers" listed may offer products complying with the specified requirements.
2. The inclusion of particular manufacturers as "Other Acceptable Manufacturers" does not signify that other (that is, unlisted) manufacturers are not acceptable or that they do not have equivalent products nor does the omission of any manufacturer's name indicate unacceptability for any reason.
3. Manufacturers, who are not listed in the Contract Documents, and who desire consideration, must submit their product under provisions of Section 01630-Product Options and Substitutions Procedures.

1.03 QUALITY ASSURANCE – GENERAL

A. The quality of all products and workmanship shall be in accordance with the provisions of this Section and the requirements of the individual Specifications Section.

B. Whenever a "level of excellence" higher than the minimum industry standard is expected for products and workmanship, the more rigid standards and precise requirements will be indicated within individual Specifications Sections.

1. Example: For whatever reason, the Architect / Engineer may specify a "dry film thickness (DFT)" for a coating that is more than the manufacturer's recommendation or than normally available in a three coat system. It shall be the Contractor's responsibility to achieve the required DFT with one or more additional coats, none of which shall be more than the manufacturer's recommendation for wet film thickness, for a single coat, when applied.

C. Establishing and maintaining Project Quality Control shall be the responsibility of the Contractor.

1.04 QUALITY ASSURANCE – PRODUCTS

A. All products incorporated into The Work shall be new except where otherwise provided by the Contract Documents and shall comply with the requirements of the individual Specifications Sections and as supplemented herein. All products incorporated into the Work shall be asbestos free. Products containing asbestos are not acceptable and will be considered as defective material. Whenever these products containing asbestos are discovered, they shall be removed from the Work at no cost to the Owner. Contractor shall certify that all materials incorporated into the Work are asbestos free, refer to Section 01770 - Closeout Procedures.

B. Matching / Mating of Products:

1. Products required in quantity within a Specifications Section shall be the same, and shall be interchangeable.
2. All manufactured products exposed to view, especially those considered as "Finishes" (including, but not limited to, items as floor material, wall coverings, glass, paint ceiling tile, that are installed or applied directly from manufacturer's containers), shall be of the same factory "run".
3. The Contractor is expected to secure a sufficient quantity with initial purchase to avoid running short. Materials within an area that do not match, as a result of such failure, will be cause to reject all materials and will not be grounds for additional compensation.

C. Extra Materials: When required by individual Specifications Sections, provide products, spare parts and maintenance material in condition and quantities required. All "extra materials" shall be of the same factory "run" as installed materials. Deliver to Project Site, properly store in appropriate locations, and obtain receipt from authorized person prior to Final Payment.

1.05 QUALITY ASSURANCE – WORKMANSHIP

A. Comply with the "level of excellence" required by individual Specifications Sections. In the absence of specific requirements, comply with product(s) manufacturer's instructions and Industry Standards.

B. Use only suitably qualified craftsmen to produce work of the specified quality.

1. Craftsmen shall be of excellent ability, thoroughly trained and experienced in types of work required, completely familiar with the quality standards, procedures and materials required.
2. In the acceptance or rejection of manufactured and / or installed work, the Project Engineer will make no allowance for the lack of skill on the part of workmen.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

D. Provide finishes to match approved samples.

E. Adjusting of Operating Products: As follows:

1. Adjust moving parts of product / equipment (including, but not limited to, doors, drawers, hardware, appliances, mechanical and electrical equipment) to ensure smooth and unhindered operation and movement at time when Owner assumes control of item's use.
2. All items shall be properly set, calibrated, balanced, lubricated, charged, and otherwise prepared and ready for intended use.
3. Starting of Systems: When specified in individual Sections, require manufacturer's representative to be present at the Site to inspect, check, and approve equipment installation prior to start-up; to supervise placing equipment in operation; and to certify by written report that equipment has been properly installed, adjusted, lubricated, and satisfactorily operated under full load conditions.
4. Equipment/systems Demonstrations and Personnel Instruction: When specified in individual Sections, require manufacturer to provide authorized representative to demonstrate operation of equipment and systems and to instruct Owner's personnel on proper operation and maintenance manuals as basis of instruction and demonstration. Include start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at schedule times, at equipment location.

1.06 TRANSPORTATION AND HANDLING

A. Transport products by means and methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, keep dry.

B. Provide equipment and personnel to handle products by means to prevent soiling or damage.

C. Promptly inspect shipments for compliance with requirements, quantities, and damage.

1.07 STORAGE AND PROTECTION

A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions. Protect prefinished surfaces from damage or deterioration by acceptable means; do not use adhesive papers, sprayed or strippable coatings that bond when exposed to sunlight or weather.

B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering (do not use "Visqueen" or other polyethylene sheeting when subject to direct sunlight); provide ventilation to avoid condensation.

C. Store loose granular materials on solid surface in a well-drained area; prevent mixing with foreign matter.

D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under specified conditions and are fit for use.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01630 PRODUCT OPTIONS AND SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Scope: To give the product options available to the Contractor and to set forth the procedure and conditions for substitutions.

1.02 CONTRACTOR'S OPTIONS

A. For products specified only by reference standards, select any product meeting standards by any manufacturer.

B. For products specified by naming several (minimum of three) products or manufacturers, select any product and manufacturer named. Contractor must submit request, as required for substitution, for any product not specifically named and give reasons for not using product specified. Substitution will **Not** be granted unless reasons are considered justified.

C. For product specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or approved equal" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.

D. For products specified by naming only one product and manufacturer, an equivalent product will always be accepted if it is equal in all respects (size, shape, texture, color, etc.). The Contractor must submit a request for substitution as set forth in this section

E. For products specified by naming only one product and manufacturer and stating no substitutions will be accepted, there is no option and no substitutions will be allowed.

1.03 PRODUCT SUBSTITUTION LIST

A. Within 45 days after Notice to Proceed, submit to the Project Engineer 4 copies of complete list of all proposed product substitutions.

B. Tabulate list by each Specification Section.

C. For named products specified with reference standards, include with listing of each product:

1. Name and address of manufacturer.
2. Trade name.
3. Model or catalog designation.
4. Manufacturer's data.
5. Performance and test data.
6. Reference standards.

D. Proposed product will be reviewed for incorporation into the Project. Contractor will be notified for substitution rejection if not allowed, or will be instructed to submit in standard substitution submittal process for approval.

1.04 SUBSTITUTIONS

A. The Project Engineer will consider formal written requests from Contractor for substitution of products in place of those specified. Only **One** request per product will be allowed. Refer to Section 01330 - Submittal Procedures. Include in request:

1. Complete data substantiating compliance of proposed substitutions with Contract Documents.
2. For products:
   a. Product identification including manufacturer's name and address.
   b. Manufacturer's literature: Submit literature of actual product specified and literature of proposed substitution with all comparable features or components highlighted. Highlighted information is to include, but shall not be limited to, product description, performance, test data and reference standards.
   c. Samples of the proposed substitution.
   d. Name and address of 3 similar projects on which product was used and date of installation.
3. For construction methods:
   a. Detailed description of proposed method.
   b. Drawings illustrating methods.
4. Itemized comparison of proposed substitution with product or method specified.
5. Data relating to changes in construction schedule.
6. Accurate cost data on proposed substitution in comparison with product or method specified.

B. In making request for substitution, Contractor represents:

1. He has personally investigated proposed product or method, compared the product specified with the proposed substitution, and determined that it is equal or superior in all respects to that specified.
2. He will provide the same guarantee for substitution as for product or method specified.
3. He will coordinate installation of accepted substitution into Work, making such changes required of Work to be complete in all respects.
4. He waives all claims for additional costs related to substitution that consequently becomes apparent.
5. Cost data is complete and includes all related costs under his Contract.

C. Substitutions will **Not** be considered if:

1. They are indicated or implied on Shop Drawings or product data submittals without formal request submitted in accordance with this Section.
2. Acceptance will require substantial revision of Contract Documents.
3. In the Project Engineer’s judgment, the product or material is not equal.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01735 CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Scope: To set forth broad general conditions covering cutting and patching that applies to everyone and everything on the job.

B. Execute cutting including excavating, fitting or patching or work required to:

1. Make several parts fit properly.

2. Uncover work to provide for installation of ill-timed work.

3. Remove and replace defective work.

4. Remove and replace work not conforming to Contract requirements.

C. In addition to Contract requirements, upon Project Engineer's written instructions:

1. Uncover work for observation of covered work.

2. Remove samples of installed materials for testing.

D. Do not cut or modify work of another Contractor without his consent.

E. Payment for Costs: Costs caused by ill-timed, defective or work not conforming to the Contract will be borne by party responsible for ill-timed, defective or non-conforming work.

PART 2 PRODUCTS

2.01 GENERAL: Materials for replacement of work removed shall comply with individual Specifications Sections for type of work to be done.

PART 3 EXECUTION

3.01 GENERAL

A. Inspection: Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching.

B. Preparation prior to cutting: Provide shoring, bracing and supports required to maintain structural integrity. Provide protection for other portions of project and protection from the elements.

C. Performance:

1. Execute cutting and demolition of methods that prevent damage to other work and will provide surfaces to receive installation of repairs and new work.

2. Execute excavating and backfilling by methods that prevent damage to other work and prevent settlement

3. Restore work that has been cut or removed install new products to provide completed work in accordance with requirements of the Contract Documents.

4. Refinish entire surfaces as necessary to provide an even finish. Refinish continuous surfaces to the nearest intersection and assemblies.

END OF SECTION

SECTION 01740 CLEANING

PART 1 GENERAL

1.01 SUMMARY

A. Scope: Maintain premises and public properties from accumulations of waste, debris, and rubbish, caused by operations. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

B. Dispose of all waste, debris and rubbish in accordance with the 0wner's requirements.

PART 2 PRODUCTS

2.01 MATERIALS: Use only cleaning materials recommended by the manufacturer of surface to be cleaned, but cross reference cleaning materials used on surfaces to insure they are recommended by the cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

A. Execute cleaning to insure that structure, grounds, and surrounding properties are maintained free from accumulations of waste materials and rubbish. Wet down dry materials and rubbish to lay dust and prevent blowing dust. Clean site and surrounding properties at reasonable intervals during progress of Work, and remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off MDOT owned property. Handle materials in a controlled manner with as few handling as possible; do not drop or throw materials from heights. Schedule cleaning operations so that dust or other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces.

B. No materials may be disposed of by dumping them in the sanitary or storm sewer systems without specific approval by the Owner.

C. Washdown of cement trucks will be done at locations determined by the Project Engineer.

3.02 FINAL CLEANING

A. Employ experienced workmen, or professional cleaners, for final cleaning. In preparation for Inspection of structure, conduct final inspection of sight-exposed surfaces and concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finished surfaces. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.

B. Broom clean paved surfaces; rake clean other surfaces of grounds.

C. Remove temporary fencing and leave in same condition as surrounding landscaped areas.

D. Keep Project clean until occupied by Owner.

END OF SECTION

SECTION 01770 CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 DESCRIPTION: The Scope of Work required under this Section consists of the Final Inspections, submitting of all closeout Documents and related items to complete the Work indicated on the Drawings and described in the Project Manual.

1.02 FINAL INSPECTIONS

A. Engineer's Inspection: The Contractor shall make written request for a Final Inspection to the Project Engineer. Notice is to be given 10 calendar days prior to this inspection. At the day of inspection, the Contractor shall have in hand 6 copies of the HVAC Test and Balance Report, Reference Specification Section 15080 and 6 copies of a list prepared by the Contractor of deficiencies, which will be edited by the Project Engineer. A copy of these composite lists will be given to the Contractor for correcting the Work. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed. If, in the Project Engineer judgment, the Project is not ready for an Inspection, the Project Engineer may schedule another inspection.

B. Owner's Inspection: After the Project Engineer has determined the Project to be Complete and all punch list items have been corrected, an Owner's Inspection will be scheduled. The Contractor shall submit a letter that states all items have been corrected and submit required closeout Documents. The Owners may add to the punch list items if it is determined that corrective work still needs to be done. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed.

C. Correction of Work before Final Payment: Contractor shall promptly remove from the Owner's premises, all materials condemned for failure to conform to the Contract, whether incorporated in Work or not, and Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract. Failure to remedy such defects after 10 days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor or charged to the Contractor in the event no payment is due.

D. Should additional inspections by the MDOT Consultants of the Work be required due to failure of the Contractor to remedy defects listed, the Project Engineer may deduct the expense of additional Consultants inspections from the Contract Sum in the Owner / Contractor Agreement. The additional expense will be based on the rate shown for services in the Consultants' Architect or Engineering Services Contract.

1.03 FINAL ACCEPTANCE: The Mississippi Department of Transportation presently does not recognize the term "Substantial Completion". Therefore, the Project is not complete and time does not end until all defects are remedied and Final Acceptance is given.

1.04 CLOSEOUT DOCUMENTS: Unless otherwise notified, the Contractor shall submit to the Owner through the Project Engineer, 2 copies the following before final payment is made:

A. Request for Final Payment: AIA Document G702, current edition, completed in full or a computer generated form having similar data.

B. Contractor's Affidavit of Payment of Debts and Claims: AIA Document G706, current edition, completed in full.

C. Release of Liens and Certification that all Bills Have Been Paid: AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this project have been paid and that the Owner is released from any and all claims and / or damages.

D. Consent of Surety Company to Final Payment: AIA Document G707, current edition, completed in full by the Bonding Company.

E. Power of Attorney: Closeout Documents should be accompanied by an appropriate Power of Attorney.

F. Guarantee of Work: Sworn statement that all Work is asbestos free and guaranteed against defects in materials and workmanship for one year from Date of Final Acceptance, except where specified for longer periods.

1. Word the guaranty as follows: "We hereby guarantee all Work performed by us on the above captioned Project to be free from asbestos and defective materials. We also guarantee workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work".

2. All guarantees and warranties shall be obtained in the Owner's name.

3. Within the guaranty period, if repairs or changes are requested in connection with guaranteed Work which, in the opinion of the Owner, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed Work, correct all defects wherein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and make good any Work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

4. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his sureties shall be liable for all expense incurred.

5. All special guaranties applicable to definite parts of the Work stipulated in the Project Manual or other papers forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

G. Project Record Documents: Furnish all other record documents as set forth in Section 01785 - Project Record Documents.

1. Provide all certificates, warranties, guarantees, bonds, or documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements

H. Additional Documents Specified Within the Project Manual:

1. General: Provide all Operational and Maintenance documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.

2. Maintenance Stock: Deliver to Owner all required additional maintenance materials as required in the various Sections of the Specifications.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF SECTION

SECTION 01783 OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Emergency manuals.
2. Operation manuals for systems, subsystems, and equipment.
3. Maintenance manuals for the care and maintenance of products, materials, a finishes systems and equipment.

B. Related Sections include the following:

1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
3. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
4. Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.02 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.03 SUBMITTALS

A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. MDOT Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.

B. Final Submittal: Submit 2 copies of each manual in final form at least 15 days before final inspection. MDOT Architect will return one copy with comments (if required) within 15 days after final inspection.

1. Correct or modify each manual to comply with MDOT Architect's comments. Submit 2 copies of each corrected manual within 15 days of receipt of MDOT Architect's comments.

1.04 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.01 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2 inches by11 inches paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2 inches by11 inches white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.02 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. Chemical release or spill.
8. System, subsystem, or equipment failure.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.03 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.

5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.04 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.05 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard printed maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training videotape, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.01 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."

F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 01785 PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope: To set forth the minimum procedure and requirements for keeping the Project Record Documents. One of these Documents is to be kept on site throughout the Project.

B. Maintenance of Documents:

1. Maintain 2 copies of all: Half-size Contract Drawings, Project Manual (Proposal), Addenda, Change Orders, Warranties, Certificates, Guarantees, Bonds, reviewed Shop Drawings, reviewed submittals (materials, fixtures, appliances, etc.), hardware schedules, field and laboratory test records, equipment brochures, spare parts lists, maintenance and operation manuals and other modifications to the Contract.

2. Store Record Documents apart from Documents used for construction.

3. Maintain Record Documents in clean, dry, and legible condition. Do not use Record Documents for construction purposes.

4. Make Record Documents available at all times for inspection by the Project Engineer and Owner.

C. Recording:

1. General: Mark all modifications in red pencils. Keep Record Documents current. Review log at Progress Meetings. Do not permanently conceal any Work until required information has been accurately recorded.

2. Contract Drawings: Legibly mark to record actual construction:

a. Horizontal and vertical location of underground and overhead utilities with their connections referenced to permanent surface improvements.
b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
c. Field changes that involve dimension and detail.
d. Changes made by Supplemental Agreement (Change Order) or Field Order.

3. Product Data List: Legibly list by each Specification Section to record manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed. The list shall include the supplier / subcontractor's name, contact person, street address, e-mail address, telephone and fax numbers.

4. Shop Drawings: Maintain as Record Documents; legibly mark Drawings to record changes made after review.

D. Submittals:

1. Furnish two (2) copies of all Record Documents.

2. The information, except Contract Drawings, shall be arranged and labeled by corresponding Specification Section, neatly bound in three ring binders, indexed, and all drawings readable without being removed or unstapled.

3. The Product Data list with name and address of each subcontractor and material supplier shall be listed in front of each binder.

4. Sufficient information, such as as-built control drawings for air handling system and variable drive controls, shall be furnished to allow qualified personnel to service equipment.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 02315 EXCAVATION, FILLING AND GRADING

PART 1 GENERAL.

1.01 SECTION INCLUDES: The extent of excavation, filling and grading is shown on the Drawings. Preparation of subgrade for building slabs, walks, and pavements is included as part of this Work. Backfilling of trenches within the building lines is included as part of this Work. Preparation of topsoil in grassed areas is included as part of this Work.

1.02 RELATED SECTIONS: Section 00320 –Geotechnical Data.
Section 01455 –Testing Laboratory Services.

1.03 SUBMITTALS: Notification shall be provided to Project Engineer indicating source of borrow material in advance of start of Work and certification provided that proposed soil material is satisfactory for specified use.

1.04 QUALITY ASSURANCE:

A. Perform excavation Work in compliance with applicable requirements of governing authorities having jurisdiction. Adhere to all recommended provisions of the Geotechnical Investigation contained in Section 00320.

B. Compaction density shall be 95 percent of the maximum dry density value as determined by ASTM D 698 (Standard Proctor Test) of AASHTO T-99.

C. Soils compaction control tests shall be performed as specified herein and under Section 01455 - Testing Laboratory Services. Stability is defined as absence of significant yielding or pumping of soils under compaction effort.

D. Number of Tests: Make test(s) in accordance with AASHTO T-99 for each class of material. Make in-place density tests in accordance with AASHTO T-238 (Nuclear Method) for density tests, as the fill and backfill work progresses. At least one test per lift of any isolated portions and each footing.

E. Work on Non-Tested Areas: Placing permanent construction over fill that has not been tested and approved may require removal of permanent Work, re-compacting the fill and replacing the Work at no additional cost to the Owner.

1.05 EXISTING UTILITIES

A. Locate existing underground utilities in the areas of Work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the Utility Owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

B. Do not interrupt existing utilities serving facilities occupied and used by Owner or others except when permitted in writing by Project Engineer and then only after acceptable temporary utility services have been provided. Demolish and completely remove from site existing underground utilities indicated “To Be Removed”. Coordinate with utility companies for shut off of services if lines are active.

1.06 PROTECTION OF PERSONS AND PROPERTY: Barricade open excavations occurring as part of this Work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

1.07 USE OF EXPLOSIVES: The use of explosives is not permitted.

PART 2 PRODUCTS

2.01 BACKFILL AND FILL: Select fill shall be an approved select material free from trash, debris, stones larger than 3 inches, roots and other organic matter.

2.02 STRUCTURAL FILL

A. Select Fill and backfill soils consist of nonorganic and debris-free silty clays (CL) or sandy clays (CL) having a plasticity index in the range of 10 to 24 and a liquid limit less than 45. **Do not use silts (ML) or sands (SC, SM, SP-SM, SP) as backfill in direct contact with exposed expansive clays (CH).** [This work to be paid for under Pay Items 203A and 203 - EX]

2.03 TOPSOIL: Provide topsoil to supplement that for reuse at site. Provide clean, fertile, friable, natural loam obtained from a local, well drained source.

PART 3 EXECUTION

3.01 INSPECTION: Examine the areas and conditions under which excavating, filling, and grading are to be performed and notify the Contractor, in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 SITE PREPARATION AND EARTHWORK CONSTRUCTION: As an initial step of site preparation, the existing concrete SHALL be removed. Following concrete removal, undercutting SHALL then be performed to provide the minimum recommended buffer of nonexpansive clayey soils between the expansive clays (CH) and the foundation system. The building and truck scale foundations shall be separated from the expansive clays (CH) by not less than 7 feet and should extend at least 7 feet beyond the building and scales perimeter. All excavated clays (CH) should be disposed offsite or placed on-site in areas where no future construction is planned. [This work to be paid for under Pay Items 203A and 203 - EX]

3.03 EXCAVATION

A. Excavation consists of removal and disposal of material encountered when establishing required grade elevations.

B. Earth excavation includes removal and disposal of pavements and other obstructions visible on ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and other materials encountered that are not classified as rock excavation or unauthorized excavation.

C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Project Engineer. Unauthorized

excavation, as well as remedial Work directed by the Project Engineer, shall be at the Contractor's expense. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Project Engineer.

D. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by the Project Engineer.

E. Additional Excavation: When excavation has reached required subgrade elevations, notify the Project Engineer / Architect who will make an inspection of conditions. If unsuitable bearing materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Project Engineer / Architect. Removal of unsuitable material and its replacement as directed will be paid on the basis of contract conditions relative to changes in work.

F. Stability of Excavations. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

G. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross braces, in good serviceable condition. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

H. Dewatering: Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrade and foundations.

1. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
2. Convey water removed from excavations and rainwater to collecting or run-off areas. Establish and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.

3.04 MATERIAL STORAGE: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage. Locate and retain soil materials away from edge of excavations. Dispose of excess soil material and waste materials as herein specified.

3.05 EXCAVATION FOR STRUCTURES: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.

3.06 EXCAVATION FOR PAVEMENTS: Cut surface under pavements to comply with cross-sections, elevations and grades as shown.

3.07 EXCAVATION FOR TRENCHES: Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room. Excavate trenches to the depth indicated or required. Carry the depth of trenches for piping to establish the indicated flow lines and invert elevations. Beyond the building perimeter, keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups.

A. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for the entire body of the pipe. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below the bottom of such footings, or which pass under wall footings. Place concrete to the level of the bottom of adjacent footings.

B. Do not backfill trenches until tests and inspections have been made and backfilling authorized by the Project Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.

3.08 COLD WEATHER PROTECTION: Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.09 COMPACTION: Control soil compaction during construction providing minimum percentage of density specified for each area classification. Compact soil to not less than the following percentages of maximum dry density.

A. Building Slabs and Steps: Compact top 12 inches of subgrade and each layer of backfill or fill material at 95 percent maximum dry density.

B. Lawn or Unpaved Areas: Compact top 6 inches of subgrade and each layer of backfill or fill material at 90 percent maximum dry density.

C. Walkways and Pavements Compact top 6 inches of subgrade and each layer of backfill or fill material at 95 percent maximum dry density.

3.10 MOISTURE CONTROL: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.11 BACKFILL AND FILL: Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.

A. In excavations and under grassed areas by Owner; use satisfactory excavated or borrow material. Under grassed areas by Owner, loosen subgrade to depth of 4 inches, and spread topsoil to depth of 4 inches. Till surface to a level, fine texture.

B. Under buildings, walks and pavements, use sub-base material, or satisfactory excavated or borrow material, or combination of both. Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance by Project Engineer of construction below finish grade including, where applicable, dampproofing, waterproofing, and soil treatment.
2 Inspection, testing, approval, and recording locations of underground utilities.
2. Removal of concrete formwork, shoring and bracing, and backfilling of voids with satisfactory materials.
4. Removal of trash and debris.

3.12 GROUND SURFACE PREPARATION: When existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, moisture condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

3.13 PLACEMENT AND COMPACTION: Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

A. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer to required percentage of maximum dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

B. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately same elevation in each lift.

3.14 GRADING: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

A. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes, and as follows:

1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 feet above or below the required subgrade elevations.
2. Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10 feet above or below the required subgrade elevation.
2. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2 inch above or below the required subgrade elevation.
4. Grading Surface of Fill Under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.15 COMPACTION: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

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

A. Reconditioning Compacted Areas: Where subsequent construction operations or adverse weather disturbs completed compacted areas, scarify surface, re-shape, and compact to required density prior to further construction.

3.17 DISPOSAL OF EXCESS AND WASTE MATERIALS: Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off the Owner's property.

END OF SECTION

SECTION 02365 SOIL TREATMENT FOR TERMITE CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES: Soil treatment for termite control.

1.02 SUBMITTALS

A. Submit manufacturer's technical product data and application instructions prior to application for Project Engineer's approval.

B. Submit sample copies of the Termite Soil Treatment Guarantee form prior to application for Project Engineer's approval.

C. Quality Control: Submit identification of at least 3 projects of similar scope along with name, address, and telephone number of the Architect, Owner and General Contractor.

1.03 QUALITY ASSURANCE: In addition to the requirements of these Specifications, comply with manufacturer's instructions and recommendations for the Work, including preparation of substrate and application.

A. Engage a professional pest control operator, licensed by the State of Mississippi, Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry, and in accordance with regulations of governing authorities for application of soil treatment solution. The pest control operator is to have the aforementioned valid license, the company technician is to have a valid identification card for pest control, and the company vehicle is to be clearly marked with the company name.

B. The professional pest control operator specializing in Soil Treatment for Termite Control, with 5 years minimum experience, shall have completed work similar to that indicated for this Project and have a record of successful in-service performance.

C. Comply with Mississippi Regulations Governing Pest Control Operators in following the labels of the termiticide.

1.04 PROJECT CONDITIONS

A. Do not apply soil treatment solution until excavating, filling and grading operations are completed, except as otherwise required in construction operations.

B. To insure penetration, do not apply soil treatment to frozen or excessively wet soils or during inclement weather. Comply with other handling and application instructions of the soil toxicant manufacturer.

C. Remove all non-pressure treated wood contacting soil. Remove grade stakes prior to applying horizontal barrier and all form boards, stakes and concrete over pour prior to applying vertical soil treatment.

1.05 GUARANTEE: Furnish 3 copies of written guarantee certifying that the applied soil poisoning treatment will prevent the infestation of subterranean termites and, that termite contractor will re-treat the soil and also repair or replace any damage caused by termite infestation without expense to the Owner. Provide guarantee for a period of 5 years from the date of treatment, signed by the Applicator and the Contractor.

PART 2 PRODUCTS

2.01 SOIL TREATMENT SOLUTION

A. Use an emulsible concentrate insecticide for dilution with water specially formulated to prevent infestation by termites as recommended by the Southern Forest Experiment Station, Forest Insect Laboratory at Gulfport, Mississippi, and registered by the Bureau of Plant Industry for use in structural pest control work. Fuel oil will not be permitted as a diligent. Provide a working solution of one of the following chemical elements:

1. Horizontal barrier: Cypermethrin, Prevail or Talstar.
2. Vertical barrier: Fipronil.

B. Other solutions may be used as recommended by Applicator and if acceptable to local and state governing authorities. Use soil treatment solutions that are not injurious to plants.

PART 3 EXECUTION

3.01 INSPECTION: Applicator must examine the areas and conditions under which soil treatment for termite control is to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator.

3.02 APPLICATION

A. Remove foreign matter, which could decrease effectiveness of treatment on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and foundations. Toxicants may be applied before placement of compacted fill under slabs, if recommended by toxicant manufacturer.

B. Application Rates: Under slab-on-grade, suspended slab, foundation footings and other similar structures, treat the soil before concrete slabs are poured using either power sprayer or tank-type garden sprayer. Apply soil treatment solution, using color dye marking agent to insure the area is treated, as follows:

1. Termiticide applied for the prevention of termites shall comply with the manufacturer's label and shall not be applied at concentrations or volumes less than specified on the label.

2. Reapply soil treatment solution to areas disturbed by subsequent excavation or other construction activities following application.

C. Allow a minimum of 12 hours for drying after application, before beginning concrete placement or other construction activities.

3.03 PROTECTION

A. Prior to each application, the applicator shall notify the Contractor of the intended application and instruct the responsible person to notify construction workers and other site individuals to leave the treated area and not to return until chemical has been installed into the soil.

B. Post signs in the areas of application warning workers that soil poisoning has been applied. Remove signs when areas are covered by other construction.

END OF SECTION

SECTION 03100 CONCRETE FORMS AND ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES: All concrete formwork and other related items necessary to complete project indicated by Contract Documents unless specifically excluded.

1.02 RELATED ITEMS SPECIFIED ELSEWHERE

A. Section 03200 – Concrete Reinforcement.

B. Section 03300 – Cast-in-Place Concrete.

1.03 PROJECT CONDITIONS: Contractor shall examine the substrate over which concrete forms are installed and advise the Project Engineer of conditions detrimental to the installation of concrete formwork. Do not proceed until unsatisfactory conditions have been corrected.

PART 2 PRODUCTS

2.01 MATERIALS

A. Wood forms: 3/4-inch exterior grade plywood on studs and joists.

B. Form Ties: Standard snap ties, 1-1/2 inch break-back.

C. Form Oil: Approved non-staining type, "Noxcrete" or equal. Oil must not affect bonding of finishes on exposed concrete.

PART 3 EXECUTION

3.01 FORM CONSTRUCTION: Forms shall be properly aligned, adequately braced and mortar tight to produce concrete shapes required by Drawings. Align forms so that the actual surface does not vary from true surface more than l/8 inch. The surface shall be clean, undamaged, and free of offsets and irregularities at joints. Adequately brace and frame to retain true shapes under vibration and placing strains without leaks, bowing, or deflection.

A. Studs, girts, and walls shall not be less than 2 by 4’s, S4S, construction of standard grade Douglas fir, or equal, selected for straightness. All walls shall consist of at least two 2 by 4’s. Studs shall not be spaced more than l6 inches, girts not more than 24 inches and ties not more than 27 inches, on center.

B. Lightly oil wood forms prior to placing reinforcing, and with oil not permitted on the reinforcing. Where oil form is used, remove excess before pouring concrete.

C. Meet recommendations of "Recommended Practice for Concrete Form work" ACI 347 unless specified herein otherwise.

3.02 INSERTS AND FASTENING DEVICES FOR OTHER WORK

A. Provide for installation of inserts, hangers, metal ties, anchors, bolts, dowels, nailing strips, grounds and other fastening devices required for attachment of other Work

B. Locate partitions for other trades prior to pouring concrete in order that conduits, sleeves and inserts required by others will be installed in the proper locations

C. Do not install sleeves in any concrete beams or piers except upon approval of the Project Engineer.

D. Do not put aluminum conduits in concrete.

3.03 FORM REMOVAL

A. Grade beam and column forms may be removed 24 hours after a pour is completed.

B. Floor slab wood forms may be removed l0 days after pour, providing compressive strength has reached a minimum of 2500 psi based on job cast cylinders.

END OF SECTION

SECTION 03200 CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES: All concrete reinforcing and the related items necessary to complete the Project indicated by the Contract Documents unless specifically excluded.

1.02 RELATED ITEMS SPECIFIED ELSEWHERE

A. Section 03100 – Concrete Forms and Accessories.

B. Section 03300 – Cast-in-Place Concrete.

1.03 SUBMITTALS

A. Submit reinforcing steel shop drawings and materials list prior to placement for MDOT Architect's approval. Shop drawings shall include complete placing plans, order lists, bend diagrams and details showing dimensions with clearances.

B. Furnish mill certificates for steel bar reinforcement, to the Project Engineer certifying that each shipment meets specifications. The fabricator will furnish certificates with bar lists to designate location of shipment and the time steel is delivered to the project.

1.04 QUALITY ASSURANCE

A. Reinforcing bars shall conform to ASTM A 615 "Deformed Billet-Steel Bars for Concrete".

B. Mesh reinforcement shall conform to ASTM A 185 "Welded Steel Wire Fabric for Concrete Reinforcement".

C. Accessories shall conform to American Concrete Institute ACI 301 "Specifications for Structural Concrete for Buildings".

D. Placement shall be in accordance with approved shop drawings and ACI 318 "Standard Building Code Requirements for Reinforced Concrete".

E. Comply with ACI 315 "Manual of Standard Practice of Detailing Reinforced Concrete Structures".

1.05 DELIVERY, STORAGE, AND HANDLING

A. Reinforcing bar steel and mesh shall be handled, shipped and stored in a manner that will prevent distortion or other damage.

B. Materials shall be stored in a manner to prevent excessive rusting and fouling with dirt, grease, or other bond-breaking coatings.

1.06 PROJECT CONDITIONS: Placement of concrete reinforcing shall be coordinated with installation of concrete formwork, vapor barriers, concrete inserts, conduit and all other items occurring in the area.

PART 2 PRODUCTS

2.01 STEEL BAR REINFORCEMENT: Bar reinforcement shall conform to ASTM A 615, grade 60, of domestic manufacture. Bars shall be new; free from rust, scale, oil, or other coatings that will prevent bond.

2.02 WELDED STEEL WIRE FABRIC: Shall conform to ASTM A 185, new, free from rust and other coatings that will prevent bond.

2.03 ACCESSORIES: Metal accessories as required shall support reinforcing bars and comply with ACI 315. Chairs and bolsters for use in exposed concrete shall have plastic coated or stainless steel legs or shall be plastic.

PART 3 EXECUTION

3.01 INSTALLATION

A. Fabricate and place reinforcement in accordance with the latest requirements of the American Concrete Institute and the approved shop drawings. Fabrication shall not proceed until MDOT Architect's approval is obtained.

B. Reinforcing for one day's pour shall be completely placed and an inspection made by the Project Engineer / MDOT Architect prior to starting the pour.

C. Concrete Protection for Reinforcement: Minimum coverage shall be as follows unless shown otherwise on drawings:

1.	Footings (bottom and sides)	3 inches clear
2.	Slabs	1-1/2 inches clear top and 3/4 inch clear bottom
3.	Beams	1-1/2 inch clear to stirrups
4.	Walls	2-1/2 inches clear
5.	Columns	2 inches clear to verticals

D. Steel Dowels for successive work shall be wired in correct position before placing concrete. The "sticking" of dowels after placing concrete will not be permitted.

E. Lap all bars 24 bar diameters at corners, splices and intersections.

F. Do not weld reinforcing steel unless specifically approved by the Project Engineer.

END OF SECTION

SECTION 03300 CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES: All cast-in-place concrete and other related items necessary to complete Project indicated by Contract Documents unless specifically excluded.

1.02 RELATED SECTIONS

A. Section 03100 – Concrete Forms and Accessories.

B. Section 03200 – Concrete Reinforcement.

C. Section 07260 – Vapor Retarders

D. Section 09900 – Paints and Coatings

1.03 SUBMITTALS: Submit concrete mix design, concrete compression test reports and product data and manufacturer's installation instructions for concrete curing compound.

1.04 TESTING LABORATORY SERVICES: The Owner will provide testing as specified in Section 01455.

1.05 QUALITY ASSURANCE

A. Concrete work shall conform to all requirements of ACI 301, Specifications for Structural Concrete for Buildings and ACI 318 Building Code Requirements for Reinforced Concrete, latest editions, except as modified by supplemental requirements herein.

B. Concrete mix design proportioning shall be by a certified MDOT Class III technician and submitted to the Project Engineer prior to placing concrete.Mix proportions shall meet the requirements of the 804.02.10 Section of the MDOT's Standard Specifications, 2004 Edition, except concrete requiring a trowel finish shall not be air entrained. Concrete shall be sampled according to ASTM C 172 and compression test cylinders made and cured according to ASTM C 31. Control of mixes is to be maintained at the Ready-Mix Plant and on the job site. Adjustments of the mix proportions shall meet the requirements of Section 804.02.10.4 of MDOT's Standard Specifications, 2004 Edition.

C. The Owner will provide testing as specified in Section 01455 – Testing Laboratory Services. Cylinders, 3 specimens from each sample, are to be cast on the job in accordance with ASTM C 31. Specimens will be tested in accordance with ASTM C 39. One cylinder from each location will be tested at 7 days for information and the other two at 28 days for acceptance. Owner is to make at lease one strength (average of two cylinders) for each class of concrete placed on any one day and an additional one strength test for each 100 cubic yards, or fractions thereof, of concrete placed in any one day. Copies of all test reports shall be furnished to the ready mixed concrete producer and as directed by the Project Engineer.

1.06 COORDINATION

A. Verify that all pipes under grade have been installed and tested before being covered. Check and verify materials and locations of inserts, anchors, and items required by other trades before pouring concrete. Concerned subcontractors shall be notified of date of pour in sufficient time to allow for completion of their work.

B. The Contractor shall notify the Project Engineer upon completing formwork and all reinforcing steel for the next intended pour, and shall not commence pouring operation until all forms and steel are approved by the Project Engineer.

C. Project Engineer shall have free access to all materials used, and the required samples are to be furnished by the Contractor, as directed.

D. Inspection and written approvals from the floor-covering installer and the floor-coating applicator are required for slab finish receiving floor covering and floor coating/sealer.

PART 2 PRODUCTS

2.01 CONCRETE

A. All concrete, unless otherwise specifically approved in writing by the Project Engineer, shall be transit-mixed in accordance with ASTM C94. Control of concrete shall be under supervision of testing laboratory as described in Section 01455.

B. All concrete shall have 3,500-psi minimum compressive strengths at 28 days, unless noted otherwise.

C. Maximum slump for normal weight concrete shall be 4 inches. Sump may be increased to 6 inches with an approved mid-range water reducer and up to 8 inches with an approved high-range water reducer.

2.02 CONCRETE MATERIALS

A. Portland Cement: ASTM C-150, Type I.

B. Water: From an approved source.

C. Structural Concrete Aggregate: Nominal maximum aggregate size67 shall be used and shall meet the requirements of MDOT Standard Specifications, 2004 Edition.

D. Admixtures: Admixtures shall be from the MDOT Approved List. Non-uniform addition of mixtures that result in erratic setting of the concrete will cause rejection of the concrete with subsequent removal from the structure at the concrete producer's expense.

2.03 RELATED MATERIALS

A. Preformed Expansion Joint Fillers: Provide pre-molded, asphalt impregnated board in widths and thickness required by conditions (1/2-inch minimum). Joint fillers shall conform to ASTM D994, D1751 or D1752.

B. Chemical Hardener (Sealer): Colorless aqueous solution containing a blend of magnesium fluosilicate and zinc fluosilicate combined with a wetting agent containing not less than 2 pounds of fluosilicates per gallon. Sealer shall not interfere with floor finish.

C. Curing Compound: Clear bond, manufactured by Guardian Chemical Co., Kure-N-Seal, manufactured by Sonneborn, Safe-Cure, manufactured by Dayton Superior Corp. or approved equal. Compound shall not interfere with bonding or floor finish.

D. Non-shrink Grout: Shall be one part Portland cement to 2-1/2 parts of fine aggregate or Cement grout ASTM C 387 Dry Package mixtures similar and equal to Masterflow 713, Master Builders; Sonnogrout, Sonneborn; Five Star Grout, U.S. Grout Company.

2.04 CONCRETE MIXES

A. The ready-mix concrete shall be mixed and delivered in accordance with requirements of ASTM C 94. Uniformly and accurately control proportions of material weight. Slump tolerances given in ASTM C 94 apply. Calcium chloride shall not be used.

B. Failure of concrete to meet the specified requirements may result in rejection with subsequent removal and replacement or re-testing (including coring, load test, etc.) at the supplier's expense. Concrete exhibiting adverse reaction as a result of the presence of deleterious substances shall be removed and replaced or repaired in a manner completely satisfactory to the Project Engineer. All cost of such corrective action, including all necessary testing, shall be borne by the concrete producer.

C. The Contractor may request adjustment to concrete mix design when characteristics of materials, job conditions, weather, test results, or circumstances warrant, at no additional cost to the Owner and as approved by the Project Engineer. Laboratory test data for revised mix designs and strength results must be submitted to and approved before using in the Work.

PART 3 EXECUTION

3.01 PLACING CONCRETE

A. Concrete shall be placed so as to avoid segregation of materials and to prevent cold joints by avoiding re-handling, by keeping pours generally level, and by adequate vibration. Placing is not to be started during rain or snow, and if placing is underway when such conditions occur, continue operations only long enough to provide a suitable construction joint.

B. During hot weather or periods of low humidity combined with a definite breeze, rapid loss of moisture shall be discouraged by thorough wetting of forms and by using a fine fog spray when finishing. At these times particular attention shall be given to providing an adequate number of finishers to expedite this operation. During cold weather fresh concrete shall be protected from freezing.

C. Prior to placing, forms shall be cleaned free of foreign material and shall be washed down with water. Placing shall be a continuous operation between planned construction joints with fresh cement mixed only with plastic concrete already in place. Avoid cold joints.

D. Vibration shall be thorough, using vibrators small enough to work within reinforcing. The vibrator shall be inserted at many points about 24 inches apart. Avoid over-vibration and transporting concrete in form by vibration. A spare vibrator, which will operate, shall be kept on the job during all placing operations.

3.02 CONSTRUCTION JOINTS: Locate construction joints and provide shear keys as directed by the Project Engineer / MDOT Architect. Allow concrete to set for 24 hours before an adjoining pour is started. Slabs across the joint shall be level and the surface shall be level and shall not be feathered. Before proceeding with the following pour at a joint, thoroughly clean the joint, remove all loose material, and brush in a thick cement slurry.

3.03 CURING: Keep all concrete moist for 5 days after placing by covering with concrete curing paper, by leaving forms in place or by using curing compound. All combined with regular wetting as necessary.

3.04 PATCHING

A. Honeycombed and defective concrete shall be removed and replaced, or repaired, as directed by the Project Engineer. Form tie holes and minor areas, as determined by the Project Architect, shall be repaired as follows:

1. Completed patch shall be indistinguishable from surrounding surfaces in color and texture.
2. Patching mixture, using same cement sand as used in concrete shall consist of 1 part cement to 2-parts sand, with just enough mixing water to permit placing. Premix mixture, allow standing at least 30 minutes before using, stirring with trowel during this period.
3. Remove material to sound concrete, dampen surface and brush thick 1 to 1 cement sand bond coat into surface.
4. When bond coat begins to lose water sheen, thoroughly pack patching mixture in place, leaving it somewhat higher than adjacent surface. Embed pieces of gravel by hand into patch.

3.05 FINISHES FOR FLATWORK

A. Trowel finish floor surfaces scheduled as concrete finish walking surfaces, or floor surfaces scheduled to receive floor covering. Trowel finished surfaces shall be true planes within 1/8 inch in 10 feet as determined by a 10 foot straightedge placed anywhere on the slab in any direction.

B. Smooth trowel finish after the surface is screeded and floated. Start troweling when all water has disappeared from the surface to first level the surface, then start final troweling when concrete has set where it no longer shows indentation from finger pressure. Trowel to a hard, smooth surface free of marks. Dusting of cement or cement and sand will not be permitted.

C. Interior floors, with concrete finish scheduled, shall receive an application of hardener compound applied according to manufacturer's published instructions. Concrete surfaces to receive ceramic floor tile or brick shall receive float finish.

D. Exterior walks and ramps shall have smooth trowel and fine broom finish.

E. Exterior sign base shall have a Class 2, Rubbed Finish as follows:

1. After removal of forms, the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work, the concrete shall be kept thoroughly saturated with water for at lease three hours.
2. Surfaces shall be rubbed with a medium course Carborundum stone using a small amount of mortar on its face. The mortar shall be composed of cement and sand mixed in the proportions used in the concrete being finished. Rubbing shall be continued until all form marks, projections, and irregularities have been removed, all voids filled, and a uniform surface has been obtained.
3. The final finish shall be obtained by rubbing with a fine Carborundum stone and water. This rubbing shall continue until the entire surface is a smooth texture and uniform color.
4. After the final rubbing is completed and the surface has dried, it shall be rubbed with burlap to remove loose powder and objectionable marks.

3.06 FINISHES FOR GRADE BEAMS

A. Exposed grade beam faces shall have a smooth form finish obtained by using selected form facing plywood, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smoothed. Provide grout cleaned finish consisting of 1 part Portland Cement to 1-1/2 parts fine sand by column, and mix with water to the consistency of thick paint. Blend standard Portland cement and white Portland cement, amounts determined by trial patches, so that the final color of dry grout will closely match adjacent concrete surfaces.

B. Thoroughly wet concrete surfaces and apply grout immediately to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.

END OF SECTION

SECTION 04200 MASONRY UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES: Brick masonry cavity wall work as shown on the Drawings and schedules.

1.02 RELATED SECTIONS

A. Section 07100 – Dampproofing and Waterproofing.
B. Section 07210 – Building Insulation (Rigid Insulation).
C. Section 09050 – Color Design

1.03 SUBMITTALS: Submit product data, specifications and other data for each type of masonry unit and accessory required, including certification that each type complies with the specified requirement. Include instructions for handling, storage, installation, cleaning and protection of each. Indicate by transmittal that the Installer has received a copy of each instruction.

1.04 QUALITY ASSURANCE

A. Fire-rated Masonry: Wherever a fire-resistance classification is shown or scheduled for unit masonry construction (4 hour, 3 hour, and similar designations), comply with the requirements for materials and installation established by the American Insurance Association and other governing authorities for the construction shown.

B. Job Mock-up: Prior to installation of masonry work, erect sample wall panel mock-up materials, bond and joint tooling shown or specified for final Work. Provide special features as directed for caulking and contiguous work. Build mock-up at the site, where directed, of full thickness and approximately 4 feet by 3 feet unless otherwise shown, indicating the proposed range of color, texture and workmanship to be expected in the completed Work. Obtain Owner's acceptance of visual qualities of the mock-up before start of masonry work. Retain mock-up during construction as a standard for judging completed masonry work. Do not alter, move or destroy mock-up until Work is completed. Provide mock-up panel for each type of exposed unit masonry work.

1.05 PROJECT CONDITIONS

A. Protect partially completed masonry against weather, when Work is not in progress, by covering top of walls with strong, waterproof, non-staining membrane. Extend membrane a minimum of 2 inches down both sides of walls and anchor securely in place.

B. Protect masonry against freezing when the temperature of the surrounding air is 40 degrees F. and falling. Heat materials and provide temporary protection of completed portions of masonry work. Comply with the requirements of the governing code and with the "Construction and Protection Recommendations for Cold Weather Masonry Construction" of the Technical Notes on Brick and Tile Construction by the Brick Institute of America (BIA).

PART 2 PRODUCTS

2.01 ACCEPTABLE BRICK MANUFACTURERS

A. Equivalent products by the following manufacturers are acceptable:

1. Boral Brick, Hattiesburg, Mississippi
2. Columbus Brick, Columbus, Mississippi
3. Old South Brick & Supply Company, Jackson, Mississippi
4. Tri-State Brick & Tile Company, Inc., Jackson, Mississippi

B. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 MASONRY UNITS: Obtain masonry units from one manufacturer, of uniform texture and color for each kind required, for each continuous area and visually related areas.

2.03 BRICK, GENERAL: Unless otherwise shown or specified, provide standard size brick (8 inches long x 2-l/4 inches high x 3-3/4 inches wide) for exposed vertical brickwork. At Contractor's option, provide solid or cored brick for vertical brickwork. Do not use cored brick with net cross-sectional area less than 75 percent of gross area in the same plane or with core holes closer than 3/4 inch from any edge. Use solid brick in locations where the cores in cored bricks are exposed to view.

A. Face Brick: Brick exposed to view, ASTM C 2l6, Grade SW for exterior exposures.

B. Building (Common) Brick: Brick not exposed to view, ASTM C 62, Grade SW for exterior exposures and Grade NW for interior masonry which will be concealed by other work. Select from manufacturer's standard colors and textures.

2.04 CONCRETE MASONRY UNITS, GENERAL: Manufacturer's standard units with nominal face dimensions of l6 inches long by 8 inches high (l5-5/8 inches by 7-5/8 inches actual), unless otherwise shown. Provide special shapes where shown and where required for lintels, corners, jambs, sash, control joints, headers, bonding and other special conditions. Provide UL certified units where indicated.

A. Hollow Load-Bearing: Provide units complying with ASTM, C 90. Provide lightweight units using ASTM C 33l aggregate for a dry net weight of not more than l05 lbs. per cubic foot.

B. Classification: Curing shall comply with ASTM C 90, Type II, Nonmoisture-Controlled Units.

C. Exposed Face: Provide manufacturer's standard color and texture, unless otherwise indicated.

2.05 MORTAR MATERIALS: Mortar mixes shall comply with the requirements of ASTM C 270 Standard Specification for Mortar for Unit Masonry. Type S mortar shall be used for exterior Work. Type N mortar shall be used for interior Work. Mortar color for face brick shall be as selected by the Owner from manufacturer's standard colors. Mortar color for building (common) brick shall be natural color or white cement as required to produce the required standard mortar color.

A. Portland Cement: ASTM C l50 Type I, except Type III may be used for cold weather protection.

B. Hydrated Lime: ASTM C 207, Type S.

C. Sand: ASTM C l44, except for joints less than l/4 inches, use aggregate graded with 70 to l00 percent passing the No. 16 sieve.

2.06 MASONRY ACCESSORIES: Provide welded wire units prefabricated in straight lengths of not less than l0 feet, with matching corner and tee units. Fabricate from Cold-drawn steel wire complying with ASTM A 82, with deformed continuous side rods and plain cross-rods, crimped for cavity wall construction (if any), and a unit width of 1-l/2 inches to 2 inches less than thickness of wall or partition. Provide units fabricated with single pair of 9 gage side rods and 9-gage perpendicular cross-rods spaced not more than l6 inches on center. For composite exterior walls with concrete masonry back up, fabricate units with additional side rod spaced for embed in inside face of back up wythe. All units shall be hot-dip galvanized after fabrication and shall conform to ASTM A 153 Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware, Class B-2.

A. Anchoring Devices for Masonry: Provide straps, bars, bolts and rods fabricated from not less than l6 gage sheet metal or 3/8 inch diameter rod stock, unless otherwise indicated.

B. Concrete Inserts for Masonry:

1. Furnish dovetail shots with filler strips, where masonry abuts concrete. Fabricate from 24 gage galvanized steel unless otherwise indicated.
2. For installation of concrete inserts, see concrete sections of these Specifications. Advise concrete installer of specific requirements regarding his placement of inserts, which are to be used, by the masonry installer for anchoring of masonry Work.

2.07 EMBEDDED MASONRY CAVITY WALL FLASHING

A. Through Wall Flashing (W.P. #2): Manufacturer's standard product consisting of five-ounce copper coated with flexible asphalt or five-ounce copper reinforced with interlacing sisal fibers and asphalt bonded between two layers of heavy creped kraft paper. Use only where flashing is fully concealed in masonry.

B. Adhesives, Primers and Seam Tapes for Flashing: Flashing manufacturer's standard products or products recommended by the flashing manufacturer for bonding flashing sheets to each other and to substrate.

C. Equivalent products by the following manufacturers are acceptable:

1. Advanced Building Products, Inc., P.O. Box 98, Springvale, ME 04083. Tel: (800) 252-2306.
2. AFCO Products, Inc., 44 Park St., Somerville, MA 02143. Tel: (617) 623-7700.
3. Fiberweb Div., Clark / Hammerbeam, Corp., P.O. Box 381, Dedham, MA 02027. Tel: (781) 461-1946.
4. York Manufacturing, Inc., P.O. Box 1009, Sanford, ME 04073. Tel: (800) 551-2828.

D. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.08 MASONRY MAT & WEEP VENTS

A. Manufacturer and Type: Products equal to CavClear Masonry Mat and CavClear Weep Vents as manufactured by Archovations, Inc., PO Box 241, Hudson, WI 54016. Telephone (888) 436-2620.

1. Description: Airspace maintenance and drainage system for masonry cavities to prevent mortar from making contact with the backup to ensure water management. The system shall be fluid conducting, non-absorbent, mold and mildew resistant polymer mesh consisting of 100 percent recycled polymer with PVC binder. Weep Vents shall have “M” notched bottom. Color to be selected from full range of standard colors
2. Mat Size: 1-1/4 inch thick by 16 inches high by 8 feet long.
3. Weep Vent Size: 1/2 inch thick by 2-1/2 inches high by 3-1/2 inches wide.

B. Equivalent products by the following manufacturers are acceptable:

1. Advanced Building Products, Inc., P.O. Box 98, Springvale, ME 04083. Tel: (800) 252-2306.
2. Colbond Geosynthetics, P.O. Box 1057, Sand Hill Road, Enka, NC 28728. Tel. (800) 664-6638.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

PART 3 EXECUTION

3.01 INSPECTION: Masonry installer must examine the areas and conditions under which masonry is to be installed and notify the Project Engineer and the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to masonry installer.

3.02 INSTALLATION: Building masonry construction to the full thickness shown, except, build single-wythe walls to the actual thickness of the masonry units, using units of nominal thickness shown or specified.

A. Build chases and recesses as shown and as required for the work of other trades. Provide not less than 8 inches of masonry between chase or recess and jamb of openings and between adjacent chases and recesses.

B. Cut masonry units with motor-driving saw designed to cut masonry with clean, sharp, un-chipped edges. Cut units as required to provide pattern shown and to fit adjoining Work neatly. Use full units without cutting wherever possible.

C. Wet brick having ASTM C67 absorption rates greater than 0.025 oz. per sq. inch per minute. Determine absorption by drawing a circle the size of a quarter on typical units and place 20 drops of water inside the circle. Wet brick units only if water is absorbed within 1-1/2 minutes. The units shall be wetted thoroughly 3 to 24 hours prior to their use so as to allow moisture to become distributed throughout the unit. The units shall be surface dry when laid.

D. Do not wet concrete masonry units.

E. Frozen Materials and Work: Do not use frozen materials or materials mixed or coated with ice or frost. For masonry, which is specified to be wetted, comply with the BIA recommendations. Do not use calcium chloride in mortar or grout.

F. Pattern Bond: Lay masonry work in a running bond unless indicated otherwise.

G. Layout walls in advance for accurate spacing of surface bond patterns with uniform joint widths and to properly locate openings, movement type joints, returns and offsets. Avoid the use of less-than half-size units at corner, jambs and wherever possible at other locations. Lay-up walls plumb and true and with courses level, accurately spaced and coordinated with other work.

H. Stopping and Resuming Work: Rack back l/2 masonry unit length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if specified to be wetted), and remove loose masonry units and mortar prior to laying fresh masonry.

I. Built-in Work: As the work progresses, built-in items specified under this and other sections of these specifications. Fill in solidly with masonry around built-in items. Fill space between hollow metal frames and masonry solidly with mortar.

3.03 MORTAR BEDDING AND JOINTING

A. Mix mortar ingredients for a minimum of 5 minutes in a mechanical batch mixer. Use water clear and free of deleterious materials, which would impair the work. Do not use mortar, which has begun to set, or if more than 2-l/2 hours has elapsed since initial mixing. Re-temper mortar during 2-l/2 hour period as required restoring workability.

B. Lay brick and other solid masonry units with completely **Filled** bed and head joint; butter ends with sufficient mortar to fill head joints and shove into place. **Do Not** slush head joints.

C. Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting course on footings and foundation walls and in all courses of piers, columns and pilasters, and where adjacent to cells or cavities to be reinforced or to be filled with concrete or grout.

D. Joints: Maintain joints widths shown, except for minor variations required to maintain bond alignment. If not shown, lay walls with 3/8" joints. Cut joints flush for masonry walls that are to be concealed or to be covered by other materials. Tool exposed joints slightly concave. Rake out mortar in preparation for application of caulking or sealant where shown.

E. Remove masonry units disturbed after laying; clean and relay in fresh mortar. Do not pound corners at jambs to fit stretcher units that have been set in position. If adjustments are required, remove units, clean off mortar, and reset in fresh mortar.

3.04 CAVITY WALLS: Keep cavity clean of mortar droppings during construction. Strike joints facing cavity, flush.

A. Tie exterior wythe to back-up with continuous horizontal joint reinforcing embedded in mortar joints at not more then l6 inches on center vertically.

B. Place Masonry Mat continuously **Full Height** in exterior masonry cavity prior to construction of exterior wythe; follow manufacturer's installation instructions. Install horizontally between wall ties or joint reinforcement. Stagger end joints in adjacent rows. Butt adjacent pieces to moderate contact. Fit to perimeter construction and penetrations without voids. Use multiple layers at bottom of wall and above through-wall flashings when air space depth exceeds masonry mat thickness by more than 3/8 inch. Extend extra mat at least to top of base flashing.

C. Place Weep Vents in head joints at exterior wythe of cavity wall located immediately above ledges and flashing, spaced 24 inches on center, unless otherwise shown. Install with notched side down. Leave the side of the masonry units forming the vent space un-buttered and clear from mortar. Slide vent material into joint once the two masonry units forming the weep vent are in place. Install the Weep Vents as the wall is being erected so joints do not become filled with mortar or debris.

3.05 HORIZONTAL JOINT REINFORCING: Provide continuous horizontal joint reinforcing as shown and specified. Fully embed longitudinal side rods in mortar for their entire length with a minimum of cover of 5/8 inch on exterior side of walls and 1/2 inch at other locations. Lap reinforcement a minimum of 6 inches at ends of units. Do not bridge control and expansion joints with reinforcing except at wall openings. Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bend units as directed manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures and other special conditions. Space continuous horizontal reinforcing as follows:

A. For multi-wythe walls (solid or cavity) where continuous horizontal reinforcing also acts as structural bond or tie between wythes, space reinforcing as required by code but not less than l6 inches on center vertically.

B. For single-wythe walls, space reinforcing at l6 inches on center vertically, unless otherwise shown.

C. Reinforce masonry opening greater than 12 inches wide, with horizontal joint reinforcing placed in 2 horizontal joints approximately 8 inches apart, both immediately above the lintel and immediately below the sill. Extend reinforcing a minimum of 24 inches beyond jambs of the opening, bridging control joints where provided.

3.06 ANCHORING MASONRY WORK

A. Provide anchoring devices of the type shown and as specified. If not shown or specified, provide standard type for facing and back-up involved. Anchor masonry to structural members where masonry abuts or faces such members to comply with the following:

1. Provide an open space not less than l/2 inch in width between masonry and structural member, unless otherwise shown. Keep open space free of mortar or other rigid materials.
2. Anchor masonry to structural members with metal ties embedded in masonry joints and attached to structure. Provide anchors with flexible tie sections unless otherwise shown. Space anchors as shown, but not more than 24 inches on center horizontally.

3.07 LINTELS: Install loose lintels of steel and other materials where shown.

3.08 CONTROL AND EXPANSION JOINTS

A. Provide vertical expansion, control and isolation joints in masonry. Build-in related masonry accessory items as the masonry work progresses. Rake out mortar in preparation for application of caulking and sealants.

B. Control Joint Spacing: If location of control joints is not shown, place vertical joints spaced not to exceed 50'-0" on center for concrete masonry wythes if reinforced, or 25'-0" on center if not reinforced. Locate control joints at points of natural weakness in the masonry work.

3.09 FLASHING OF MASONRY WORK

A. Provide concealed flashing in masonry work as shown. Prepare masonry surfaces smooth and free from projections, which might puncture flashing. Place through-wall flashing on bed of mortar and cover with mortar. Seal flashing penetrations with mastic before covering with mortar. Terminate flashing 1/2 inch from face of wall, unless otherwise shown. Extend flashing beyond edge of lintels and sills at least 4 inches and turn up edge on sides to form pan to direct moisture to exterior. Provide weep holes in the head joints of the first course of masonry immediately above concealed flashing, spaced 24 inches on center, unless otherwise shown.

B. Install reglets and nailers for flashing and other related Work where shown to be built into masonry Work.

3.10 REPAIR, POINTING AND CLEANING: Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged or if units do not match adjoining units as intended. Provide new units to match units and install with fresh mortar or grout, pointed to eliminate evidence of replacement.

A. Pointing: During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point up all joints at corners, openings and adjacent work to provide a neat uniform appearance, properly prepared for application of caulking or sealant compounds.

B. Good workmanship and job housekeeping practices shall be used to minimize the need for cleaning the masonry. Clean exposed brick masonry surfaces as recommended by BIA Technical Notes 20 "Cleaning Clay Products Masonry" and masonry manufacturer. Clean exposed masonry by dry brushing at the end of each day's work and after final pointing to remove mortar spots and droppings. Protect the base of the wall from mud splashes and mortar droppings. Should additional cleaning be required apply chemical (**Muriatic Acid Is Not Acceptable**) or detergent cleaning solutions in accordance with the masonry and chemical manufacturers' recommendations.

END OF SECTION

SECTION 05120 STRUCTURAL STEEL

PART 1 GENERAL

1.01 SECTION INCLUDES: Structural steel framing members, support members, with required bracing, welds, fasteners, base plates, bearing plates, anchor bolts and other related items necessary to complete Project indicated by Contract Documents unless specifically excluded.

1.02 RELATED SECTIONS

A. Section 09050 – Color Design.

B. Section 09900 – Paints and Coatings.

1.03 SUBMITTALS

A. Shop drawings shall conform to requirements of current AISC Specifications. Indicate sizes, spacing, connections, and location of structural members. Indicate net weld lengths and welded connections with AWS welding symbols.

B. Mill Test Reports shall be furnished; certifying that each shipment meets specified structural strength.

C. Welders' Certificates indicating that all welders employed on the Work are qualified operators, verifying AWS qualifications within the previous 12 months.

1.04 QUALITY ASSURANCE

A. Structural steel shall be furnished in accordance with current edition of the American Institute of Steel Construction "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings".

B. Qualification of Welders: All welding shall be in accordance with the "Code of Arc and Gas Welding in Building Construction" of the American Welding Society. Certification that each welder is qualified in accordance with American Welding Society Code D1.1 shall be provided.

PART 2 PRODUCTS

2.01 STRUCTURAL STEEL MATERIALS: All structural steel shall conform to ASTM A-36, domestic manufacture, except tube sections, which shall conform to ASTM A-501. Unless shown otherwise on Drawings, all bolts shall conform to ASTM Specification A307. Where indicated on Drawings, high strength bolts shall conform to ASTM Specification A 325.

A. Welds shall be E70XX Series electrodes for manual arc welding and grade SAW-1 for submerged arc process.

B. All bolts not indicated otherwise on the plans are 3/4 inch. All connections not noted otherwise on the Drawings shall be framed connections.

C. Grout for base plates shall be precision, premixed, non-shrink and non-metallic in conformance with ASTM C827. Grout shall be easily workable as well as being made flowable with an initial setting time of not less than 45 minutes and shall meet the requirements of ASTM C191. Grout shall have a 14-day compressive strength of 6000 psi when mixed to its flowable state.

2.02 PAINT MATERIALS: Shop coat paint, ICI Devflex 4020, Rustoleum 769, Tnemec 99, Southern Coatings 476, or approved equal. Shop coat shall be compatible with finish coats specified in Section 09900 Paints and Coatings.

PART 3 EXECUTION

3.01 FABRICATION AND ERECTION: Fabricate and erect steel in accordance with the latest requirements of the American Institute of Steel Construction and the approved shop drawings. Fabrication shall not proceed until Project Architect's approval is obtained.

A. Shop connections shall be welded. Field connections shall be bolted, unless welded connections are detailed. Welded connections shall be detailed consistent with requirements of the American Welding Society. Bolted connections shall be proportioned as shown in AISC Manual, using 3/4 inch unfinished bolts (A307), unless shown otherwise on Drawings.

1. Shop and field welders shall have been recently certified as qualified structural welder according to requirements of the American Welding Society.
2. Any splices not shown on the drawings shall be indicated clearly on the shop drawings and shall be made only with the Project Architect's approval.

B. Members shall be straight, plumb, and level so that the error does not exceed 1 to 1,000. During erection provide guys, stays, and braces to hold steel in position until the frame is permanently secured.

C. Neatly miter joints, weld full and grind welds smooth where steel shapes are used as finish members.

3.02 PAINTING

A. Apply one shop coat of paint to all structural steel. After erection, touch up joints and abraded areas with the same brand of paint.

B. Areas around welded joints and members to be encased in concrete shall not be painted in the shop. Thoroughly clean scale and loose rust from steel prior to painting. Steel shall be dry when painted and paint shall be allowed to dry before material is handled.

C. All steel exposed to view shall be painted additional coats as specified in Section 09900.

END OF SECTION

SECTION 05500 METAL FABRICATION

PART 1 GENERAL

1.01 SECTION INCLUDES: All miscellaneous metal work. The Work includes, but is not limited to, steel lintels and miscellaneous framing & supports.

1.02 RELATED SECTIONS

A. Section 09050 – Color Design.

B. Section 09900 - Paints and Coatings: Painting for all ferrous metal exposed to view.

1.03 SUBMITTALS: Submit shop drawings for shop fabricated items. Indicate profiles, sizes, materials connection details, attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, with plans, elevations, and details where applicable.

PART 2 PRODUCTS

2.01 MATERIALS: Structural shapes shall be standard sections conforming to the American Society for Testing Materials Specification A-36. Punch and drill as necessary for work of others. Provide all bearing plates and all anchors, bolts, and etc. The Work shall be true and free of twists, bends and open joints between component parts. Materials shall be thoroughly straightened in the shop before laid off or worked in any way, care being used to avoid injury to the material.

A. Gray cast iron shall conform to ASTM A48-83, class 30. All castings shall be of uniform quality, free from blowholes, shrinkage defects, swells, cracks or other defects. Castings shall be free of fins, burrs and slag.

B. Expansion bolts shall be equal to Phillips Red Head or "cinch" bolts as manufactured by the National Lead Company. Hilti Fasteners, Rawlplug Company and Wej-it Corporation are acceptable manufacturers. Use toggle type bolts or similar for all anchorage into hollow construction.

C. Bolt or weld connections: Provide necessary lugs and brackets for anchorage. Welding shall be in accordance with current "Code of Fusion, Welding and Gas Cutting in Building Construction, Part A - Structural Steel" issued by the American Welding Society, both for fabrication and erection. All welders shall have certification, as a result of tests prescribed by the American Welding Society.

D. Detail metal Work for ample size, strength and stiffness and as indicated. Countersink and provide reinforcement where necessary; drill or punch holes for bolts and screws. At the proper time furnish the necessary templates, patterns and items of miscellaneous metal, such as sleeves, inserts and similar items to be built into adjoining Work.

E. Fabricate metal Work with sharp lines and angles, with smooth true surfaces and clean edges. Form exposed joints to exclude water. Furnish certificates from manufacturers stating that materials comply with the specification requirements.

F. Provide as necessary holes of proper number and spacing for the attachment of Work of other trades. Do not use cutting torch in field without permission of the Project Engineer.

G. Anchor bolts, washers, nuts and clamps shall be furnished where indicated on the Drawings and where necessary for properly securing Work in place. All bolts and anchors used on the exterior of the building or built into exterior walls shall be cadmium plated. Miscellaneous angles and plates not indicated or specified otherwise shall not be less than 1/4 inch thick.

H. Shop paint and field touch up shall be ICI Devflex 4020, Rustoleum 769, Tnemec 99, Southern Coatings 476, or approved equal. Shop coat shall be compatible with finish coats specified in Section 09900 – Paints and Coatings.

I. Fastenings shall be invisible where possible. Where exposed, screws, bolts, and the like shall be vandal-proof. All welded exposed joints on steel manufactured items; etc. shall be ground smooth and filled to receive paint.

2.02 METAL PRIMER: Where materials come in contact with dissimilar materials which may cause harmful reaction, where exposed to moisture, or such as aluminum to cement mortar or concrete, the surface shall be protected by zinc chromate primer or approved paint.

2.03 LOOSE LINTELS: Provide loose galvanized steel lintels for openings and recesses in masonry walls and partitions. Weld adjoining members together to form a single unit where indicated. Provide a minimum of 8 inches bearing at each side of openings.

2.04 MISCELLANEOUS FRAMING AND SUPPORTS: Provide miscellaneous steel framing and supports which are not a part of structural steel framework, as required to complete Work.

A. Fabricate miscellaneous units to sizes, shapes, and profiles indicated, or, if not indicated, of required dimensions to receive adjacent other work to be retained by framing. Except as otherwise indicated, fabricate from structural steel shapes, plates and steel bars of welded construction using mitered joints for field connection. Cut, drill and tap units to receive hardware and similar items.

B. Galvanize exterior miscellaneous frames and supports.

PART 3 EXECUTION

3.01 INSTALLATION

A. Perform cutting, drilling and fitting required for installation; set Work accurately in location, alignment and elevation measured from established lines and levels. Provide anchorage devices and fasteners where necessary for installation to other Work.

B. Set loose items on cleaned bearing surfaces, using wedges or other adjustments as required. Solidly pack open spaces with bedding mortar, consisting of 2 part Portland Cement to 3 parts sand and only enough water for packing and hydration, or use commercial non-shrink grout material.

3.02 Touch-up shop paint after installation. After cleaning field welds, bolted connections and abraded areas, apply same type paint as used in shop. Color to be selected from standard colors available. Use galvanizing repair paint on damaged galvanized surfaces.

END OF SECTION

SECTION 06100 ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES: Concealed wood grounds and blocking to frame openings, form terminations, to provide anchorage and / or support of other interior and exterior locations; plywood and rough hardware.

1.02 RELATED SECTIONS

A. Section 03100 - Concrete Forms and Accessories.

B. Section 06400 - Architectural Woodwork.

C. Section 08710 - Door Hardware.

1.03 COORDINATION: Fit carpentry Work to other Work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other Work.

1.04 QUALITY CONTROL: Factory mark each piece of lumber and plywood to identify the type, grade, agency providing the inspection service, the producing mill and other qualities as specified.

1.05 DELIVERY, STORAGE AND PROTECTION: Keep materials dry during delivery and storage. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks. Protect installed carpentry work from damage by work of other trades until Owner's acceptance of the Work. Contractor shall comply with manufacturer’s required protection procedures.

1.06 PROJECT CONDITIONS: Installer must examine all parts of the supporting structure and the conditions under which the carpentry Work is to be installed, and notify the Contractor in writing of any conditions detrimental to the proper and timely completion of the Work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

PART 2 PRODUCTS

2.01 LUMBER: For each use, comply with the "American Softwood Lumber Standard" PS 20 by the U.S. Department of Commerce. Nominal sizes are shown or specified; provide actual sizes complying with the minimum size requirements of PS20 for the moisture content specified for each use. Provide dressed lumber, S4S, unless otherwise shown or specified. Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and complying with dry size requirements of PS 20, unless otherwise specified.

2.02 FRAMING LUMBER

A. Where wood framing is shown or scheduled, provide lumber complying with grading rules which conform to the requirements of the "National Grading Rule for Dimension Lumber" of the American Lumber Standards Committee established under PS 20.

B. For Light Framing: Standard Grade.

C. For Structural Framing: (6 inches and wider and from 2 inches to 4 inches thick), provide the following: No. 1 Grade; Douglas Fir (WCLB or WWPA), Southern Pine (SPIB). Fb (minimum extreme fiber stress in bending); 500 psi. E (minimum modulus of elasticity); 1,500,000 psi.

2.03 BOARDS

A. Where lumber less than 2 inches in nominal thickness and 2 inches or more in nominal width is shown or specified, provide boards complying with dry size requirements of PS 20.

B. Concealed Boards: Where boards will be concealed by other work, provide the following:

1. Moisture Content: 19 percent maximum, mark boards "S- Dry".
2. Species and Grade: Provide one of the following:
Southern Pine (SPIB) No. 2 boards of WCLB (any species) No. 3 boards.

2.04 PLYWOOD

A. For each use, comply with the requirements for "Softwood Plywood/Construction and Industrial" PS 1 by the U.S. Department of Commerce.

B. Concealed Plywood: Where plywood will be concealed by other work, provide 5/8-inch minimum thickness Interior Type plywood C-D Plugged Grade, unless otherwise specified or shown on Drawings. For backing panels for electrical or telephone equipment, provide fire-retardant treated Standard grade plywood with exterior glue.

C. Exposed Plywood: Where plywood will be exposed to view, provide 5/8 inch minimum thickness Interior Type plywood C-D Plugged Grade, unless otherwise specified or shown on Drawings. Unless specifically stated otherwise, all exposed plywood shall be painted or stained from standard colors as selected by Project Architect.

D. Exterior Plywood: Exterior type, medium density, C Grade for concealed faces.

1. Roof sheathing: 3/4 - inch thick.

2.05 ANCHORAGE AND FASTENING MATERIALS: For each use, select proper type, size, material and finish complying with the applicable Federal Specifications. Zinc electroplated steel fasteners for high humidity and treated wood locations. All nails shall be coated.

2.06 TREATED WOOD: Complete fabrication of treated items prior to treatment, wherever possible. If cut after treatment, coat cut surfaces with heavy brush coat of same fire-retardant chemical used for treatment. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

A. Preservative Treatment: Where lumber or plywood is indicated as "Treated", or is specified herein to be treated, comply with the applicable requirements of the American Wood Preservers Institute (AWPI). Mark each treated item to comply with the AWP Quality Mark requirements for the specified requirements.

1. Pressure-treat aboveground items with water-borne preservatives complying with AWPI P-2. After treatment, kiln-dry to maximum moisture content of 15 percent. Treat indicated items and the following:
a. Wood cants, nailers, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

b. Wood sills, sleepers, blocking, furring stripping and similar concealed members in contact with masonry or concrete.

B. Fire-Retardant Treatment: Where "PR-S" lumber or plywood is shown or scheduled, comply with the AWPI Specification C-208 for pressure impregnation with fire-retardant chemicals to achieve a flame-spread rating of not more than 25 when tested in accordance with UL Test 723, ASTM E A4, or NFPA Test 355. Where treated items are indicated to receive a transparent or paint finish, use a fire-retardant treatment that will not bleed through or adversely affect bond of finish.

PART 3 EXECUTION

3.01 INSTALLATION: Use only sound, thoroughly seasoned materials of the longest practical lengths and sizes to minimize jointing. Use materials free from warp that cannot be easily corrected by anchoring and attachment. Sort out and discard warped material and material with other defects that would impair the quality of the Work.

A. Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.

B. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.

3.02 ATTACHMENT AND ANCHORAGE

A. Use common wire nails, except as otherwise shown or specified. Use finishing nails for finish Work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

B. Plywood Sheathing: Panel ends and edges shall have spacing of 1/8 inch, unless otherwise indicated by the panel manufacturer. Nail 6 inches on center along supported panel edges and 12 inches on center at intermediate supports with 8d nails.

3.03 WOOD GROUND NAILERS, BLOCKING, AND SLEEPERS: Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Set true to line and level, plumb with intersections true to required angle. Coordinate location with other Work involved.

A. Attach to substrates securely with anchor bolts and other attachment devices as shown as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown. Building into masonry; anchor to formwork before concrete placement.

B. Provide grounds of dressed, preservative treated, key-beveled lumber not less than 1-1/2 inch wide and of the thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

3.04 WOOD FURRING: Install plumb and level with closure strips at all edges and openings. Shim with wood as required.

A. Suspended Furring: Provide of size and spacing shown, complete including hangers and all attachment devices. Level to a tolerance of 1/8 inch in 12 feet.

3.05 WOOD FRAMING

A. Set wood framing accurately to required lines and levels. Provide framing members of sizes and on spacing shown, and frame openings as shown, or if not shown, comply with the recommendation of the "Manual for Housing Framing" of the National Forest Products Association. Cut, join, and tightly fit framing around other Work. Do not splice structural members between supports unless otherwise detailed.

B. Anchor and nail as shown, or if not shown, to comply with the "Recommended Nailing Schedule - Table 1 of the "Manual of House Framing" and other recommendations of the N.F.P.A.

END OF SECTION

SECTION 06175 WOOD TRUSSES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Single plane, metal connected wood trusses fabricated from conventional dimensional lumber.

B. Design and fabricate wood trusses where shown on the Drawing and as needed for a complete and proper installation.

1.02 REFERENCES: The applicable portions of the current editions of the following standards are a part of these Specifications:

A. National Design Specifications for Wood Construction published by the National Forest Products Association.

B. Design Specifications for Metal Plate Connected Wood Trusses published by The Truss Plate Institute.

C. American Society for Testing and Materials (ASTM).

1. ASTM A446 Grade A.
2. ASTM A525 Coating Destination G60.

D. Timber Construction Manual published by American Institute of Timber Construction.

1.03 SUBMITTALS

A. Shop Drawings: Submit shop drawings indicating all truss types, connections, framing members and accessories. Shop drawings shall bear the seal of a professional Engineer registered in the State of Mississippi.

1.04 QUALITY ASSURANCE

A. Provide the services of a structural engineer registered to practice in the State of Mississippi to design the wood trusses and applicable temporary and permanent bracing to sustain the indicated loads for the spans, profiles and arrangements needed to complete the Work.

B. Comply with provisions of all applicable standards and codes and the 1994 Standard Building Code.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Trusses, if stored prior to erection, shall be stored in a vertical position and protected from the weather. Handle with care to avoid damage.

B. Erect and install trusses in accordance with Truss Manufacturer's approved shop drawings and installation instructions.

C. Temporary construction loads that cause member stresses beyond design limits are not permitted.

PART 2 PRODUCTS

2.01 MATERIALS

A. All truss members - No. 2 kiln dried Southern Yellow Pine having a maximum moisture content of 19 percent. Top and bottom chords members shall be 2 inches by 6 inches minimum.

B. Dimensional joist and truss lumber shall have the following minimum properties, unless noted otherwise on the Drawings:

1. Bending stress ---------- 1,000 psi
2. Horizontal shear stress ---------- 80 psi

C. Connector plates shall be a minimum thickness of 0.036 inches and shall be manufactured from steel meeting the requirements of ASTM A446 Grade A, and shall be hot dipped galvanized according to ASTM A525 Coating Designation G60.

D. Hurricane clips shall be equal to 18 gage galvanized steel framing truss anchor style H2.5 as manufactured by Simpson Strong-Tie, TA-4 by Cleveland Steel Specialty Company, or RT-2 by Tamyln & Sons, or equal.

2.02 DESIGN LOADS

A. The dimensional wood roof framing shall be designed for the following loads, unless noted otherwise on the Drawings:

1. Live load ---------- 20 psf
2. Top chord dead load ---------- 10 psf
3. Bottom chord bottom load ---------- 10 psf

2.03 FABRICATION

A. Trusses shall be manufactured by a company established to perform this Work. Manufacturing Company must have the MDOT Architect's prior approval.

B. Size, stress and arrangement shall be determined by dimensions indicated on the Drawings. Each truss shall be custom designed to fit the dimensions indicated on the Drawings. Complete design calculations showing internal layout, member forces, and stress control points are to be furnished for each truss design. Design Calculations shall bear the seal of a professional Engineer registered in the State of Mississippi.

2.04 OTHER MATERIALS: Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Project Engineer

PART 3 EXECUTION

3.01 ACCEPTABLE INSTALLERS: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the Work.

3.02 EXAMINATION: Examine the areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.03 PREPARATION: Erection bracing in addition to specified bridging is to be provided to keep the trusses straight and plumb as required to assure adequate lateral support for the individual truss and entire system until the sheathing material has been applied. The Contractor will give one week notification prior to enclosing the trusses to provide opportunity for inspection of the installation by the manufacturer's representative and the Project Engineer.

3.04 INSTALLATION

A. Coordinate as required with other trades to assure proper and adequate provision in the Work of those trades for interface with the Work of this Section.

B. Install the Work of this Section in strict accordance with the original design, pertinent requirements of agencies having jurisdiction, the Truss Plate Institute, and manufacturer's recommended installation procedures. Anchor all components firmly into position.

C. Hoist the trusses into position with proper bracing secured at designated lifting points. Exercise care to keep out-of-place bending of trusses to a minimum. Install temporary horizontal and cross bracing to hold trusses plumb and in safe condition until permanent bracing is installed. Install permanent bracing and related components prior to application of loads to trusses. Do not cut or remove any truss members

D. Roof truss anchorage shall be by hurricane clips. Clips shall allow horizontal nailing into the top plates. Hurricane slip type truss anchors shall be provided at each corner and at every truss bearing point. Where an anchored truss bears on an intermediate point, a truss anchor shall be installed at that bearing point.

E. Trusses to be set 24 inches on center maximum spacing.

F. Brace temporary and permanently to sustain a vertical position under construction and design loads. Block eaves and ridges to provide straight alignment of trusses

.

END OF SECTION

SECTION 06400 ARCHITECTURAL WOODWORK

PART 1 GENERAL

1.01 SECTION INCLUDES: Architectural woodwork as shown on the Drawings and schedules. Architectural woodwork is defined to include (in addition to items so designated on the Drawings) miscellaneous exposed wood members commonly known as "Finish Carpentry" or "Millwork", except where specified under another Section of these Specifications. The types of architectural woodwork include, but are not limited to Standing and Running Trim, Cabinets with or for paint finish, Countertops, Shelving, Hardware and Miscellaneous work.

1.02 RELATED SECTIONS

A. Section 05500 – Metal Fabrication.

B. Section 06100 – Rough Carpentry.

C. Section 09050 – Color Design.

1.03 DEFINITIONS: Terms used in this Section are in accordance with terminology of the Architectural Woodwork Institute, Architectural Woodwork Quality Standards, Seventh Edition.

1.04 SUBMITTALS

A. Product Data: Submit manufacturer’s product data, specifications, and installation instructions for each item of Factory-fabricated woodwork prior to fabrication.

B. Shop Drawings: Submit Shop Drawings showing location of each item, including Lumber, Panel Products, Standing and Running Trim, Cabinets, Countertops, Shelving, and miscellaneous work. Dimensioned plans and elevations shall be provided and drawn at a minimum scale of 1/2” = 1’-0”. Large scale details shall be provided and drawn at a minimum scale of 3” = 1’-0”. Shop drawings shall clearly indicate location of joints, countertops, grommets, plastic laminates, brackets, hardware, metal finishes, attachment devices and other materials necessary for complete fabrication.

1.05 QUALITY ASSURANCE

A. Comply with specified provisions of the Architectural Woodwork Institute (AWI) “Quality Standards”. All construction, fabrication, finishes, and materials shall meet AWI Premium Quality Standards.

B. Quality Marking: Mark each unit of architectural woodwork with mill's or fabricator's identification and grade marks, located on surfaces which will not be exposed after installation.

C. The millwork manufacturer shall :

1. Have a minimum of five (5) years documented experience and shall have completed projects of similar scope and size to the work of this project.
2. Have technologically advanced woodworking facilities employing the use of modern equipment and techniques for fabricating and finishing to meet the level of quality for the manufacture of all fabrication specified.

3. Employ skilled workmen experienced in the fabrication and finishing of premium quality millwork.
4. Be responsible for fabrication, finishing and installation of all products and procedures specified in this Section.

D. For the following types of architectural woodwork, comply with the indicated standards as applicable:

1. Lumber: AWI Section 100.
2. Standing and running trim: AWI Section 300.
3. Cabinets and Countertops: AWI Section 400, A, B, C.
4. Shelving: AWI Section 600.
5. Miscellaneous work: AWI Section 700.
6. Finishing: AWI Section 1500.
7. Installation of woodwork: AWI Section 1700.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING: Protect woodwork during transit, delivery, storage and handling to prevent damage, soiling and deterioration. Do not deliver woodwork until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, woodwork must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

1.07 PROJECT CONDITIONS: The Installer shall examine the substrates and conditions under which the work is to be installed; and notify the Contractor in writing of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

A. Conditioning: The Installer shall advise the Contractor of temperature and humidity requirements for woodwork installation areas. Do not install woodwork until the required temperature and relative humidity have been stabilized and will be maintained in installation areas.

B. Maintain temperature and humidity in installation area as required to maintain moisture content of installed woodwork within a 1.0-percent tolerance of the optimum moisture content, from the date of installation through the remainder of the construction period. The fabricator of the woodwork shall determine the optimum moisture content and required temperature and humidity conditions.

1.08 COORDINATION: Coordinate the work of this Section with work of other Sections that require penetrations, attachments, or supports for architectural woodwork.

PART 2 PRODUCTS

2.01 BASIC MATERIALS AND FABRICATION METHODS: Except as otherwise indicated, comply with the following requirements for architectural woodwork not specifically indicated as pre- fabricated or pre-finished standard products.

A. Wood Moisture Content: Provide kiln-dried lumber and maintain optimum 8 to 13 percent range (damp region) moisture content in solid wood (hardwood and softwood) through fabrication, installation, and finishing operations of interior Work.

B. Wood for Painted Finish: Comply with AWI quality standards for selection of species, grade and cut (fabricator's option, except as otherwise indicated). Wood for trim shall be maple or other closed-grain hardwood subject to MDOT Architect’s prior approval.

C. Plastic Laminate: Comply with NEMA LD3; type, thickness, color, pattern and finish as indicated for each application. Refer to Section 09050 – Color Design for selection of manufacturer, color and finish.

D. Design and Construction Features: Comply with the details shown for profile and construction for architectural woodwork; and where not otherwise shown, comply with applicable AWI Quality Standards, with alternate details at fabricator's option.

E. Pre-Cut Openings: Fabricate architectural woodwork with pre-cut openings, wherever possible, to receive hardware, appliances, plumbing fixtures, electrical work and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth the edges of cut outs and where located in countertops and similar exposures, seal the edges of cut outs with a water resistant coating.

F. Measurements: Before proceeding with fabrication of woodwork required to be fitted to other construction, obtain measurements and verify dimensions and shop drawing details as required for accurate fit. Where sequence of measuring substrates before fabrication would delay the project, proceed with fabrication (without field measurements) and provide ample borders and edges to allow for subsequent scribing and trimming of woodwork for accurate fit.

2.02 ARCHITECTURAL WOODWORK TYPES

A. Wood cabinets: Fabricate millwork in accordance with AWI Premium Standards, Section 400 Cabinets and as indicated on the Drawings. On exposed portions provide solid wood and plywood (no plywood substitutes) meeting the requirements for the specified AWI Quality Grade.

1. Exposed surfaces: Birch.
2. Semi-Exposed surfaces: Birch.
3. Concealed surfaces: Birch.

B. Plastic Laminate Colors and Patterns: As selected by the MDOT Architect from manufacturer's standard products, satin finish (5-34 reflectance).

2.03 FINISH FOR ARCHITECTURAL WOODWORK: See Section 09900 PAINTS & COATINGS.

2.04 CABINET HARDWARE AND ACCESSORY MATERIALS: Provide cabinet hardware and accessory materials associated with architectural woodwork, except for units that are specified as "door hardware" in other sections of these specifications. Except as otherwise indicated, comply with ANSI A156.9 "American National Standard for Cabinet Hardware." Unless shown or noted otherwise, cabinet hardware shall comply with the following: Hinges: Concealed type equal to Blum 125 Series using full side adjustment. Pulls: Wire type equal to Stanley 4484. Grommets: 4” diameter molded plastic grommet liner with cap. Drawer guides: Equal to K&V 1300. Adjustable shelf hardware (side support) K&V 255-256. Hardware finishes to be selected by the Owner.

PART 3 EXECUTION

3.01 PREPARATION

A. Condition woodwork to average prevailing humidity conditions in installation areas prior to installing.

B. Deliver concrete inserts and similar anchoring devices to be built into substrates, well in advance of the time substrates are to be built. Prior to installation of architectural woodwork, examine shop fabricated work for completion, and complete work as required, including back priming and removal of packing.

3.02 INSTALLATION: All work shall be installed in strict accordance with the premium grade standards of Section 1700 – Installation of woodwork of AWI Quality Standards.

A. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8-inch in 8 feet for plumb and level (including countertops); and with 1/16-inch maximum offsets in revealed adjoining surfaces. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.

B. Secure woodwork with anchors or blocking built-in or directly attached to substrates. Attach to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where pre-finished matching fastener heads are required, use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork, and matching final finish where transparent finish is indicated.

C. Casework: Install without distortion so that doors and drawers will fit openings properly and be accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete the installation of hardware and accessory items as indicated.

D. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at returns, miter at corners, and comply with AWI Quality Standards for joinery.

E. Countertops: Anchor securely to base units and other support systems as indicated.

3.03 PREPARATION FOR SITE FINISHING: Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth ready for painted or stained finishes.

3.04 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION: Repair damaged and defective woodwork wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.

A. Clean hardware, lubricate and make final adjustments for proper operation. Clean woodwork on exposed and semi-exposed surfaces. Touch up shop applied finishes to restore damaged or soiled areas.

B. Refer to Section 09900 for final finishing of installed painted and stained architectural woodwork.

C. Protection: The Installer of architectural woodwork shall advise the Contractor of final protection and maintenance conditions necessary to ensure that the Work will be without damage or deterioration at the time of acceptance.

END OF SECTION

SECTION 07100 DAMPPROOFING AND WATERPROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES: Dampproofing the exterior face of interior walls in cavity wall construction.

1.02 SUBMITTALS: Submit manufacturer's technical product data, installation instructions and recommendations for product specified.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Sonneborn-Chemrex Inc., 889 Valley Park Drive; Shakopee, MN 55379; Tel. (800) 243-6739.

B. Equivalent products by the following manufacturers are acceptable:

1. Barrett Company, Millington, NJ. Tel: (800) 647-0100.
2. Grace Construction Products, Cambridge, MA. Tel: (800) 444-6459.
3. Karnak Corp., Clark, NJ. Tel: (800) 526-4236.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 DAMPPROOFING (D.P #2): Provide a fibrated asphalt-emulsion type dampproofing on the outside face of the exterior wall back-up material equal to Hydrocide 700B, meeting ASTM D 1227-87, Type IV, and ASTM D 1187, Type 1 Test Methods.

PART 3 EXECUTION

3.01 SURFACE PREPARATION: Surface shall be free of oil, grease, dirt and loose material. Dry surfaces shall be dampened with water prior to application. Keep surface damp ahead of application.

3.02 INSTALLATION: Apply the dampproofing material with brush, roller, or spray equipment in accordance with the rates and methods recommended by the manufacturer. All surfaces shall be completely covered and areas around penetrations shall be double coated.

END OF SECTION

SECTION 07130 SHEET WATERPROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES: Sheet membrane waterproofing on exterior face of scale pit walls.

1.02 SUBMITTALS: Submit manufacturer's technical product data, installation instructions and recommendations for products specified.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Nervastral, Inc., 175 W. Putnam Ave., Greenwich, CT 06830. Tel. (203) 622-6030.

B. Equivalent products by the following manufacturers are acceptable:

1. Colbond Inc., Enka, NC. Tel. (800) 365-7391.
2. Grace Construction Products, Cambridge, Ma. Tel: (800) 444-6459.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 SHEET WATERPROOFING: Where indicated, provide sheet membrane waterproofing equal to Nervastral Heavy Duty membrane. Use Nerva-Plast cement at joints and seams.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install sheet membrane waterproofing & flashing by bonding into a solid trowel coat of mastic in accordance with manufacturer's directions using manufacturer's cement. Press and roll flat to remove air pockets and wrinkles. All joints shall be lapped at least 4 inches and tightly sealed with mastic. All surfaces on which the flashing is applied shall be free from sharp projections and reasonably smooth. The membrane shall start at the base of the exterior face of the wall and extend up the wall as generally indicated. Unless otherwise indicated, turn up flashing, which is not continuous horizontally at least 4 inches at ends and fold corners. Where anchors or pipes penetrate the membrane, the puncture shall be heavily buttered with mastic.

B. Extreme care shall be taken in applying membrane waterproofing and flashing. The Contractor shall examine surface after installing and before it is covered, and any torn or broken places shall be carefully patched with full sheets of membrane set in full beds of mastic.

C. Where damage to membrane may occur due to successive construction operations, install a waterproof membrane protection board after installation and prior to any backfilling or any further construction operations.

END OF SECTION

SECTION 07210 BUILDING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES: Building insulation for interior walls, exterior walls, and ceilings as shown on the Drawings and specified herein.

1.02 SUBMITTALS: Submit manufacturer's product and technical data for each type of insulation describing location, extent, material and method of fastening prior to installation.

1.03 PRODUCT HANDLING: Protect the materials of this section before, during and after installation and to protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs or replacements as necessary.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Equivalent products by the following manufacturers are acceptable:

1. Dow Chemical Company, Midland, MI. Tel. (800) 441-4369.
2. Johns Manville Corp, Denver, CO. Tel. (303) 978-2531.
3. Owens Corning, Toledo, OH. Tel. (800) 438-7465.
4. UC Industries, Inc., Tallmadge, OH. Tel. (330) 630-6134.
5. United States Gypsum Company, Chicago, IL. Tel. (800) 874-4968.

B. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 BATT INSULATION: Provide glass fibers and resinous binders formed into flexible batts conforming to ASTM C 665, Type III, Class B with density not less than 1.5 lbs. Per cubic foot and an R value of 3.17 per inch of thickness at 75 degrees F. mean temperature, with aluminum foil and asphalt vapor barrier laminated to one face. Thickness of insulation shall be as shown on the Drawings.

2.03 SOUND ATTENUATION INSULATION: Similar to above specified insulation except manufacturer's standard unfaced batt insulation manufactured for sound attenuation.

2.04 RIGID INSULATION: Provide 1.5 inch thick rigid (extruded) polystyrene insulation board, equal to Dow Chemical Company “Styrofoam” Cavity Mate Plus, conforming to the following:

1. Thermal Resistance: R of 5.0 per inch per ASTM C 518.
2. Board size: 16 inches by 96 inches.
3. Compressive Strength: Minimum 25 psi per ASTM D 1621.
4. Water Absorption: In accordance with ASTM C 272, 0.2 percent by volume max.

2.05 ACCESSORIES

A. Adhesives for Insulation: Adhesives or cements for installing insulation in masonry walls shall be water-resistant types as recommended by the insulation manufacturer for each of the various uses and locations.

B. Fasteners for Insulation: Fasteners, anchors, spindles and other metal devices required for installing insulation in brick veneer walls shall be galvanized steel, and as recommended by the insulation manufacturer for each of the various uses and locations. Spindle fastening devices shall be equal to "Stuk-Clips" made by Miracle Adhesives or "Stik-Klip" made by Stik-Clip Mfg. Co.

C. Tape: Bright aluminum, self-adhering type, mesh reinforced, two inches wide.

PART 3 EXECUTION

3.01 INSPECTION: Examine the areas and conditions where building insulation is to be installed and notify the Project Engineer of conditions detrimental to the proper and timely completion of the work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Project Engineer.

3.02 INSTALLATION: Comply with manufacturer's instructions for the particular condition of installation in each case. If printed instructions are not available, or do not apply to the project conditions, consult the manufacturer's technical representative for specific recommendations before proceeding with the work.

A. Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation. Remove projections, which interfere with placement.

B. Apply a single layer of insulation to the required thickness, unless a double layer is required, to make up the total thickness shown.

C. Set vapor barrier faced units with vapor barrier to inside of construction, except as otherwise shown. Do not obstruct ventilation spaces. All joints at vapor barriers shall be sealed with 4 inches wide, foil faced duct tape to prevent vapor and air migration.

D. Tape joints and ruptures in vapor barriers, using tape specified above, and seal each continuous area of insulation to surrounding construction so as to ensure vapor tight installation of the units.

E. Where insulation is impaled on stick clips, provide clips not less than 3 inches from corners or edges and not more than 12 inches on center.

F. Adhesive Application - per manufacturer's printed directions. Apply adhesive over entire back of insulation and on edges of insulation, except as noted below.

G. Fastener Installation - per manufacturer's printed directions. Install fasteners 12 inches on center each way. Use adhesive as specified herein per fastener manufacturer's recommendations.

3.03 BATT INSULATION: Install blanket fiberglass insulation with edges closely butted. Cut and fit insulation to closely fit intersecting or penetrating surfaces.

A. Walls: Install sound batt insulation between the studs at all interior partitions. Attach to studs with staples, adhesive or method as recommended by manufacturer. Tape and seal small joints and punctures and replace insulation where large tears occur.

B. Ceilings: Install above ceilings continuous with vapor barrier down. Lay above gypsum board at bottom chord of wood trusses in method recommended by manufacturer. Tape and seal small joints and punctures and replace insulation where large tears occur.

3.04 RIGID INSULATION: Install the insulation boards horizontally beginning at the bottom of the inner wythe, after application of dampproofing. Secure the insulation to the exterior of the inner wall using wall ties.

A. Install subsequent courses of insulation by applying boards directly above underlying courses with staggered joints. Board should be tightly abutted.

B. Keep the insulation above the level of the outer wall during installation to assure adequate room to manipulate or adjust the insulation as required.

C. Cut and shape insulation with a knife, handsaw or other cutting tool as required to fit around wall penetrations, projections or openings and to accommodate conduit or other services within the cavity. Seal around cutouts with construction adhesive.

END OF SECTION

SECTION 07260 VAPOR RETARDERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Vapor retarder under concrete floor slab.

B. Concrete curing paper on top of freshly poured concrete floor slab. .

C. Floor protection paper used for positive protection of finished floors.

1.02 SUBMITTALS: Submit manufacturer's technical product data, installation instructions and recommendations for products specified.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Fortifiber Corporation, 300 Industrial Drive, Fernley, NV 89408. Tel. (800) 773-4777.

B. Equivalent products by the following manufacturers are acceptable:

1. Grace Construction Products, Cambridge, Ma. Tel: (800) 444-6459.
2. Griffolyn ® Division, Reef Industries, Inc., Houston, TX. Tel: (800) 231-6074.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 VAPOR RETARDER (D.P #1): Membrane shall be a 15 mil polyolefin film meeting ASTM E-1745-97 Class A Test Method, equal to Moistop® Ultra™ "A".

2.03 CONCRETE CURING PAPER: Laminated tri directional glass fiber reinforced long fibered kraft curing papers with double coating of high-melting-point asphalt, meeting ASTM C-171 Test Method, equal to "Orange Label Sisalkraft®".

2.04 FLOOR PROTECTION PAPER: Non-staining reinforced floor protection paper consisting of two heavy kraft sheets and glass reinforcing fibers laminated with a non-staining adhesive, meeting ASTM D 828 and ASTM D 781 Test Methods, equal to "Seekure®".

PART 3 EXECUTION

3.01 PREPARATION: Ensure items that pass through building paper / membrane are properly and rigidly installed, substrate is free of projections and irregularities that may be detrimental to proper installation of building paper / membrane.

3.02 INSTALLATION

A. The underslab vapor retarder shall be unrolled over the thoroughly compacted subgrade and turned down at the inside perimeter of grade beams. Joints shall be sealed, watertight, with a pressure sensitive tape as recommended by the manufacturer, allowing a minimum overlap of 6 inches. Apply tape evenly over seams and rub out any wrinkles formed during application. Where pipes and conduits pass through the membrane, it shall be sealed with Moistop boot and tape. Inspect the membrane thoroughly and repair all punctures immediately before placing concrete. Equipment, tools, and procedures that might puncture the membrane shall not be used while placing and finishing the concrete. Comply with manufacturer's recommendations and installation procedures as outlined in ASTM E-1643.

B. The concrete curing paper shall be unrolled over the entire surface once the concrete has set sufficiently hard to permit application without marring the surface. All joints shall be lapped 4 inches and sealed with a pressure sensitive tape. Apply tape evenly over seams and rub out any wrinkles formed during application. Ensure that all tears or penetrations are repaired.

C. The floor protection paper shall be applied immediately after the floor covering is installed and until final completion and acceptance by the Project Architect. The paper shall be laid in the widest practical width with 6-inch laps to provide complete coverage of flooring. Joints shall be sealed with minimum 2 inch wide pressure sensitive tape

3.03 CLEANING: Inspect vapor barrier membrane thoroughly and keep clean. Remove any dirt, oils, mud, debris, etc. prior to placing concrete.

END OF SECTION

SECTION 07610 SHEET METAL ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES: Factory formed, prefinished standing seam metal roof panels with concealed fasteners and related accessories, valleys, hips, ridges, eaves, corners, rakes, miscellaneous flashing and attaching devices as shown and / or required for a complete metal roofing system.

1.02 RELATED SECTIONS: Section 09050 – Color Design.

1.03 REFERENCES

A. ASTM A-525 General Requirements for Steel Sheet, Zinc-Coated (Galvanized)

B. ASTM A-653 Steel Sheet, Zinc-Coated (Galvanized) by Hot Dip Process, Structural Physical Quality.

C. ASTM E-1646: Static Water Infiltration

D. ASTM E-1680: Static Air Infiltration

E. Spec Data Sheet - Galvalume Sheet Metal by Bethlehem Corp.

F. SMACNA - Architectural Sheet Metal Manual

G. UL 90 Rating(minimum): Wind Uplift Approval Conforming to Underwriters Lab. (UL) Section 580 Specifications and Complying with 2003 International Building Code requirements and local codes, whichever are more stringent.

1.04 SUBMITTALS

A. Product Data: Submit manufacturer's technical data and installation instructions for each type of roofing material and accessory required.

B. SHOP Drawings: Submit detailed drawings showing layout of panels and fasteners, anchoring details, joint details, trim, flashing, and accessories. Show details of weatherproofing terminations, and penetrations of metal work. Indicate material type, Thickness, finish and color.

C. Samples: Submit a two-foot by two-foot representative sample of each type of panel and accessory indicating panels, standing seams, closure, edge trim and flashing complete with factory finish and color if product is not one of those specified.

D. Submit certification prepared, signed, and sealed by a Professional Engineer registered in the State of Mississippi, verifying that roof system meets or exceeds wind uplift requirements as specified herein.

E. Submit certification indicating compliance with minimum requirements of the Water Infiltration - ASTM E-1646 performance tests.

F. Submit sample copies of the Paint Finish Guarantee and Weather Tightness Warranty prior to fabrication and installation for MDOT Architect's approval. **Do Not** start roofing installation without MDOT Architect's approval of Guarantee and Warranty.

G. Submit executed Warranty per Section 01770 - Closeout Procedures for Owners signature.

1.05 QUALITY ASSURANCE

A. Manufacturer: Company specializing in Architectural Sheet Metal Products with 10 years minimum experience.

B. Installer: Company specializing in Architectural Sheet Metal Products, with 5 years minimum experience, who has completed work similar to that indicated for this project and with a record of successful in-service performance. Submit identification of at least 3 projects of similar scope and complexity along with name, address, and telephone number of the Architect, Owner and General Contractor.

1.06 DELIVERY, STORAGE AND HANDLING: Upon receipt of panels and other materials, installer shall examine the shipment for damage and completeness. Panels should be stored on edge in a clean, dry place. One end shall be elevated to allow moisture to run off. Panels with strippable film must not be stored in the open exposed to the sun. Stack all materials to prevent damage and to allow for adequate ventilation.

1.07 WARRANTY

A. Paint Finish: Paint finish shall have a 20-year guarantee against cracking, peeling and fade (Not to exceed 5 N.B.S. units).

B. Weather Tightness: The entire installation (clips, panels, fasteners, rakes, eaves, ridge/valley flashing conditions, roof to wall conditions as well as all materials specified as supplied by the manufacturer) shall be guaranteed weather tight for a minimum of 20 years. This warranty shall be identified as neither Non-Depreciating, Non-prorated nor have exclusions that identify valleys, curbs, and flashings. Provide written warranty, signed by metal roofing manufacturer and his authorized installer, agreeing to replace / repair defective materials and workmanship during the warranty period with **No Cost** to the Owner.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by Petersen Aluminum Corp., 1005 Tonne Road, Elk Grove Village, IL 60007. Tel: (800) 323-1960.

B. Equivalent products by the following manufacturers are acceptable:

1. Architectural Building Components, Houston, TX. Tel: (800) 423-1105.
2. Englert, Inc., Perth Amboy, NJ, Tel: (732) 826-8614.
3. Firestone Metal Products, Anoka, MN, Tel: (800) 426-7737.
4. MBCI, Hernando, MS, Tel: (800) 206-6224.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 SHEET MATERIALS

A. Materials: Sheet Steel shall be PAC-CLAD 24 gage G-90 Galvanized ASTM A 653, or (24 gage prefinished Galvalume ASTM 792 Grade 50B with an AZ-50 coating).

B. Finish: Finish shall be full strength (70% PVDF) Kynar 500 Fluorocarbon coating applied by the manufacturer on a continuous coil coating line. Top side dry film thickness of 0.70 to 0.90 mil over 0.25 to 0.35 mil prime coat, to provide a total dry film thickness of 0.95 to 1.25 mil. Bottom side shall be coated with primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesion, flexibility, and longevity as specified by the finish supplier.

C. Color: Shall be as indicated in Section 09050 for color selection. Color design selected from standard and premium colors of Peterson Aluminum. Substituted systems, if submitted, shall match selected color.

D. Film: Strippable film shall be applied to the top side of the painted coil to protect the finish during fabrication, shipping and field handling. This strippable film shall be removed before installation.

2.03 ACCESSORY MATERIALS

A. Concealed fastening clips: G-90 galvanized steel, spaced 18-inches on center, unless closer spacing is required by design wind loads.

B. Fasteners: 1-inch # 10 pancake head wood screw with a # 2 Phillips head size. Minimum 2 fasteners per clip.

C. Sealant: Extruded vinyl weatherseal

D. Roofing Felt: 30-pound asphalt saturated un-perforated organic felt, complying with ASTM D226, Type ll.

E. Leak Barriers: Peel and Stick Membrane shall be installed at valley, ridge, hip and eave areas. Membrane shall be equal to Certainteed Wintergard™ HT, Grace Ultra, Henry Blueskin® PE 200 HT, or Tamko® TW Metal and Tile Underlayment

2.04 FABRICATION

A. Panels, 42 feet and less, shall be in one continuous length.

B. Panels fabricated by a portable roll former will require Project Engineer / MDOT Architect's prior approval.

C. All exposed adjacent flashing and accessories shall be of the same material and finish as the roof panels. All flashing, hem exposed edges on underside 1/2 inch. Fabricate in accordance with standard SMACNA procedures and details.

2.05 PREFORMED METAL ROOFING SYSTEM: Equal to Petersen Aluminum Corp. SNAP-CLAD panel system.

A. System shall include, but is not limited to the following components:

1. Standing Seam Metal Roof Panels with Striations.
2. Preformed Metal Valley Flashing.
3. Preformed Metal Hip Flashing.
4. Preformed Metal Vented Ridge Cap.
5. Concealed fastening clips and fasteners.
6. Preformed Metal Gutters.
7. Preformed Metal Downspouts.
8. Solid and Vented Metal Soffit Panels.
9. Metal Fascia and Cladding.
10. Miscellaneous Metal Trim Necessary for a Complete System Installation.

B. SNAP-CLAD roof panels with striations shall have 16 inches on center maximum seam spacing, roll-formed in continuous lengths from eave to ridge, with a minimum standing seam height of 1-3/4 inches.

C. PAC-750 soffit panels (Solid and fully vented as shown on Drawings) shall be 12-inches on center "V" grooved panels in .032 inch thick aluminum with Kynar 500 finish. Color to be selected by the MDOT Architect from manufacturers full range of standard colors

D. Certification shall be submitted, based on independent testing laboratory, indicating no measurable water penetration or air leakage through the system when tested in accordance with ASTM E-1646 and ASTM E-1680.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine wood trusses to ensure proper attachment to framing.

B. Inspect roof structure to verify deck is clean and smooth, free of depressions, waves or projections, properly sloped to valleys or eaves.

C. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set, cant strips and reglets in place, and nailing strips located.

D. Installer shall examine substrate and conditions under which Work is to be performed and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with installation until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION OF UNDERLAYMENTS: Install using methods recommended by manufacturer in accordance with local building code.

A. Eaves: Install Peel and Stick Membrane up the slope from eave edge a full 36 inches or 24 inches minimum beyond the interior “warm wall”; lap ends 6 inches and bond.

B. Valleys: Install Peel and Stick Membrane a minimum of 36 inches wide centered on valley; lap ends 6 inches minimum and seal.

C. Ridge / Hip: Install Peel and Stick Membrane a minimum of 36 inches wide centered on ridge / hip; lap ends 6 inches minimum and seal.

D. Roofing Felt: Install one layer of 30-lb. roofing felt lapped, staggered, and applied horizontally from eave to ridge over 3/4-inch thick plywood sheathing. Run sheets horizontally lapped so water sheds; nail in place. Lap horizontal edges 2 inches minimum and 2 inches minimum over Peel and Stick Membrane. Lap ends 4 inches minimum; stagger end laps of each layer 36 inches minimum. Lap underlayment over valley protection 6 inches minimum. Repair or replace any torn felt to maintain a continuous membrane ahead of installation of metal roofing.

E. Vent Pipes: At vent pipes, install a 24 inch minimum square piece of Peel and Stick Membrane lapping over roof deck underlayment; seal tightly to pipe.

F. Vertical Walls: At vertical walls, install leak barrier membrane extending 6 inches minimum up the wall and 12 inches minimum on to the roof surface lapping over roof deck underlayment.

G. Metal Drip Edge: At rake edges, install metal drip edge flashing over Peel and Stick Membrane and roof deck underlayment; set tight to rake boards; lap joints 2 inches minimum and seal with plastic cement; secure with nails.

3.03 INSTALLATION OF PANELS

A. Comply with Drawings, manufacturer’s instructions, and conform to standards set forth in the Architectural Sheet Metal Manual published by SMACNA, in order to achieve a watertight installation.

B. Install panels in such a manner that horizontal lines are true and level and vertical lines are plumb.

C. Install starter and edge trim before installing roof panels.

D. Remove protective strippable film prior to installation of roof panels.

E. Attach panels using manufacturer's standard clips and fasteners, spaced in accordance with approved shop drawings.

F. Install sealants for preformed roofing panels as specified on shop drawings.

G. Do not allow panels or trim to come into contact with dissimilar materials.

H. Do not allow traffic on completed roof. If required, provide cushioned walk boards.

I. Protect installed roof panels and trim from damage caused by adjacent construction until completion of installation.

J. Thoroughly clean and touch-up any areas scarred during installation with a touch-up paint approved by panel manufacturer. Only minor scratches and fastener heads shall be touched-up; any other damaged material shall be replaced.

K. Gutter supports spaced at maximum 48 inches on center, constructed of same material as gutters.

L. Downspout straps shall be spaced 72 inches on center maximum (minimum of 3 per downspout) and be the same material as the downspout.

3.04 CLEANING

A. Clean any grease, finger marks, or stains from the panels per manufacturer's recommendations.

B. Remove all scrap and construction debris from the site.

END OF SECTION

SECTION 07840 FIRESTOPPING

PART 1 GENERAL

1.01 SECTION INCLUDES: Firestopping as indicated on the drawings, specified herein, and/or required for completion of the work. Firestopping shall be required at all rated fire and smoke "fire barrier" walls and at floors.

1.02 SUBMITTALS: Submit manufacturer's product data, specifications and installation procedures for each type of firestopping and accessory required. Submit detailed location where each will be used. Submit UL data for assemblies where shown on the Drawings.

1.03 QUALITY ASSURANCE: Penetrations and miscellaneous openings in rated fire and smoke "fire barrier" walls shall be protected in accordance with NFPA 101, Life Safety Code, Chapter 6, Features of Fire Protection. All openings for air-handling ductwork or air movement, pipes, conduits, bus ducts, cables, wires, air ducts, pneumatic tubes and ducts and similar building service equipment that pass through or penetrate in any way a rated fire or smoke "fire barrier" wall or floor shall be protected. All firestopping materials used shall conform to ASTM E814, ASTM E119, and UL 1479 and tested in accordance with NFPA 90A and NFPA 251 as part of a rated assembly.

A. FIRE AND SMOKE PARTITIONS AND RELATED ASSEMBLIES: Based on Underwriters Laboratories (UL) systems and tests and are designed in accordance with UL fire resistance ratings. Contractor shall comply with the applicable UL requirements for fire and smoke partitions and assemblies shown on the drawings.

B. Materials not conforming to these firestopping specifications shall not be used. Materials that are not UL rated and approved shall not be allowed. Materials containing asbestos are not acceptable and shall not be used in this project.

1.04 DELIVERY, STORAGE, AND HANDLING: Deliver packaged materials in manufacturer's original unopened containers and store in weathertight enclosure. Handle and store all materials so as to prevent inclusion of foreign materials, breakage or damage by water.

1.05 WORKMANSHIP: Materials and workmanship not conforming to provisions of the specifications and manufacturer's printed instructions shall be rejected at any time during the course of the work. Rejected materials shall be removed from the site at the time of rejection. Rejected workmanship shall be corrected immediately after rejection.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Equivalent products by the following manufacturers are acceptable:

1. Hilti, Inc., Tulsa, OK. Tel. (800) 879-8000.
2. International Protective Coatings Corp, Hatfield, PA. Tel. (800) 334-8796.
3. 3M Fire Protection Products, Saint Paul, MN. Tel. (800) 328-1687.
4. United States Gypsum Company, Chicago, IL. Tel. (880) 874-4968.

B. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 SEALANT: Equal to Hilti, Inc. FS-One.

2.03 CAULKING AND PUTTY: Equal to 3M Brand Fire Barrier CP- 25 Caulk and Putty 303.

2.04 PENETRATION SEALANTS: Equal to 3M Fire Barrier Penetration Sealing Systems 7902 and 7904 series as required.

2.05 INSULATION: Equal to United States Gypsum Company “Therafiber” Safing Insulation, 4 pcf density, unfaced.

2.06 INTUMESCENT FIRESTOPPING: Equal to Hilti, Inc. FS-One, CP 642 and FS 657 Fire Block as required.

2.07 ACCESSORIES: Provide backing / filling materials, retainers, collars, clamps, sleeves, primers and other necessary items of types and duration required by regulatory requirements and / or as recommended by product manufacturer for the specific substrates, surfaces and applications.

2.08 FINISHES

A. Concealed locations: Manufacturer’s Standards.

B. Exposed to View Locations: “Custom” Colors as selected by Project Architect unless Manufacturer’s Standards closely matches finish of penetrated surfaces.

PART 3 EXECUTION

3.01 INSTALLATION: Installation of firestopping materials for small openings, cracks, crevices, and penetrations shall be in accordance with manufacturer's printed instructions.

A. Verify application required and location for each type of firestopping to be used and conform to manufacturer's exact instructions for specific applications.

B. After installation of all Work, including but not limited to ductwork, fire and smoke dampers, communication cabling, electrical conduit, etc., properly seal all openings, cracks, crevices and penetrations throughout the entire project, to maintain fire ratings shown.

C. Install fireproof sealant at all penetrations through rated walls and floors and at top and bottom on each side of rated walls.

D. Install approved metal sleeves with fireproof sealant at all communication and control wiring passing through rated walls throughout the entire project.

E. Install firestopping at fire and smoke walls and floors where construction passes through those areas.

END OF SECTION

SECTION 07920 JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preparation of substrate surfaces to receive materials.

B. Sealant and joint backing (backer rod) materials and installation in the following general locations (even though not shown on the Drawings):

1. Exterior and interior wall joints, including control / expansion joints and abutting like or similar materials (in walls, ceilings, and roof construction) that have spaces between in excess of 3/16 inch (except where less restrictive tolerances are indicated or where the condition is specifically the responsibility of others).
2. Abutting dissimilar materials, exterior and interior.
3. Exterior and interior wall openings (including at perimeter doors, exterior thresholds, windows, louvers, and penetrations required by piping, ducts, and other service and equipment, except for sealants provided by Section 07840-Firestopping).
4. Joints in pavement and walks.
5. Other locations, not included above but, specifically required by manufacturers of installed materials / products (except that sealing materials for glazing are under provision of other Section.).

C. Accessories: Including, but not limited to, primer, cleaner, backer rod, bond breaker, and masking tape.

1.02 RELATED SECTIONS: Section 01330 – Submittal Procedures and Section 09050 – Color Design.

1.03 DEFINITIONS: Wherever the words "caulk" or "seal" occur, they shall be interpreted to mean "effectively seal the indicated joint with a material to render it air and watertight." "Caulk" shall indicate the use of the interior materials specified hereinafter and "Seal" shall indicate the use of the exterior materials.

1.04 WORK OF OTHER SECTIONS: Caulking and sealing may be performed as Work of other Sections when specified. However, all Work shall conform to the requirements of this Section.

1.05 SUBMITTALS: Submit manufacturer's product data and installation instructions for each type of sealant required. Product data shall include chemical characteristics, limitations, and color availability.

1.06 QUALITY ASSURANCE

A. Applicator: Company specializing in the work of this Section with minimum 3 years documented satisfactory experience.

B. Manufacturer’s Certificate: Provide manufacturer’s letter of certification that products meet or exceed specified requirements and are appropriate for uses indicated.

C. Installation: Conform to Sealant and Waterproofers Institute requirements.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver caulking and sealant material to the site in original unopened packages with manufacturer's labels, instructions and product identification and lot numbers intact and legible.

B. Store materials under cover, protected from inclement weather and adverse temperature extremes, in original containers or unopened packages, in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by Pecora Corporation, 165 Wambold Road, Harleysville, PA 19438. Tel: (800) 523-6688.

B. Equivalent products by the following manufacturers are acceptable:

1. Dow Corning Corporation, Midland, MI. Tel: (800) 322-8723
2. GE Silicones, Waterford, NY. Tel: (518) 233-2639.
3. Sonneborn Building Products, Shakopee, MN. Tel: (800) 433-9517.
4. Tremco, Inc., Beachwood, OH. Tel: (800) 562-2728.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 SEALANT TYPES AND USE SCHEDULE

A. Type 1: Use for interior locations, sealing around windows, doors, louvers, drywall and other locations to be painted and where joints are less than 1/8 inch with none to slight movement anticipated: Pecora AC-20 + Silicone (Acrylic Latex Caulking Compound).

B. Type 2: Use for sealing nonporous interior surfaces where conditions of high humidity and temperature extremes exist, including at and in conjunction with toilet fixtures, counters, vanities, thresholds and joints in tile finishes: Pecora 898 (Silicone Sanitary Sealant).

C. Type 3: Use for horizontal floor and pavement joints: Pecora Urexpan NR-200 (two-part, self-leveling, traffic-bearing, polyurethane sealant).

D. Type 4: Use for exterior sealing at door, louver, and window frames at masonry, and other materials: Pecora 864 (one-part Architectural Silicone Sealant). Color(s) to be selected from manufacturer's full range of standard Architectural colors plus 32 special Color-Flex Designer colors.

2.03 ACCESSORIES

A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

C. Backer Rod: Open cell polyurethane foam or closed cell polyethylene foam, compatible with sealant, sized and shaped to provide proper compression upon insertion in accordance with manufacturer's recommendations.

D. Bond Breaker: Pressure sensitive adhesive polyethylene, TEFLON, or polyurethane foam tape.

E. Masking Tape: Pressure sensitive adhesive paper tape.

PART 3 EXECUTION

3.01 EXAMINATION: Installer must examine areas and conditions under which this Work is to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

3.02 PREPARATION

A. Cleaning: Clean joint surfaces, using joint cleaner as necessary, to remove dust, dirt, oil, grease, rust, lacquers, laitance, release agents, moisture, frost or other matter that might adversely affect adhesion of sealant. Rake joints out to a depth equal to one-half the width.

B. Masking: Mask areas adjacent to joints.

C. Priming: If required, prime substrate surfaces following manufacturer's instructions.

D. Mixing: When required, mix components of sealant materials in accordance with manufacturer's instructions to achieve required characteristics of sealant.

3.03 APPLICATIONS

A. Mixing, application, surface condition, weather condition shall be as recommended by the manufacturer. Do not use material that has exceeded the recommended pot life.

B. Install backing material in joints using blunt instrument to avoid puncturing. Do not twist the backing rod while installing. Install backing rod so that joint depth is 50 percent of joint width, but a minimum of 1/8-inch deep and a maximum of 3/8-inch deep.

C. Apply sealant in joints using a pressure gun with nozzle cut to fit joint width. Ensure sealant is deposited in a uniform, continuous bead without gaps or air pockets.

D. Tool joints to the required configuration within 10 minutes of sealant application. Remove masking materials immediately after tooling.

3.04 CLEANING AND REPAIRING

A. Do not allow sealant or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces. Clean adjoining surfaces by whatever means necessary to eliminate evidence of spillage.

B. When using flammable solvents, avoid heat, sparks and open flames. Provide necessary ventilation. Follow all precautions and safe handling recommendations from the solvent manufacturer and pertinent local, state and federal regulations.

C. Leave finished work in a neat, clean condition with no evidence of spillovers onto adjacent surfaces.

D. Repair or replace defaced or disfigured finishes.

3.05 CURE AND PROTECTION: Cure sealant and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability. Sealant Supplier / Applicator shall advise Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at Time of Completion.

END OF SECTION

SECTION 08100 METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Hollow metal Work, including but not limited to, the following:

1. Interior and exterior hollow metal doors and frames; rated and non-rated.
2. Trimmed openings.
3. Preparation of metal doors and bucks to receive finish hardware, including reinforcements, drilling and tapping necessary.
4. Preparation of hollow metal door to receive glazing (where required).
5. Factory prime painting of Work in this Section.

1.02 RELATED SECTIONS

A. Section 06100- Rough Carpentry.

B. Section 08210- Wood Doors.

C. Section 08710- Door Hardware.

D. Section 08800-Glazing.

E. Section 09050-Color Design.

F. Section 09900- Paints and Coatings.

1.03 QUALITY ASSURANCE: In addition to complying with all pertinent codes and regulations, manufacture labeled doors in accordance with specifications and procedures of Underwriters' Laboratories, Inc. In guarantee and shop drawings, comply with nomenclature established in American National Standards Institute publication A123.1, latest edition, "Nomenclature for Steel Doors and Steel Door Frames".

A. Work is subject to applicable portions of the following standards:

1. ANSI A115 "Door and Frame Preparation for Door Locks and Flush Bolts", American National Standards Institute.
2. ANSI A123.1 "Nomenclature for Steel Doors and Steel Door Frames", American National Standards Institute.
3. NFPA 80 "Fire Doors and Windows", National Fire Protection Association.
4. NFPA 101 "Life Safety Code", National Fire Protection Association.

B. Hollow metal doors and frames shall comply with the specifications for Custom Hollow Metal Doors and Frames, National Assoc. of Architectural Metal Manufacturers (NAAMM) Standard CHM 1-74, and the Steel Door Institute, SDI 100-80.

1.04 SUBMITTALS

A. Product Data: Submit schedule and manufacturer’s technical product data / literature.

B. Shop Drawings: Shop drawings shall indicate door and frame elevations, frame configuration, anchor types and spacing, reinforcement, location of cut-outs for hardware and glazing.

C. Samples (not required for named products):

1. Submit hollow metal frame, corner section of typical frame, of sufficient size to show corner joint, hinge reinforcement, dust cover boxes, anchors, and floor anchors.
2. Submit hollow metal door section of typical door, of sufficient size to show edge, top and bottom construction, insulation, hinge reinforcement, face stiffening, corner of vision opening construction and glazing beads.

1.05 PRODUCT IDENTIFICATION: Deliver doors and frames and other work of this section properly tagged and identified.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store and handle all metal doors and frames in a manner to prevent damage and deterioration.

B. Provide packaging, separators, banding, spreaders, and individual wrappings as required to completely protect all metal doors and frames during transportation and storage.

C. Store doors upright, in a protected dry area, at least 4 inches off the ground and with at least 1/4 inch air space between individual pieces, protect all pre-finished and hardware surfaces.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by Steelcraft Manufacturing Company, 9017 Blue Ash Road, Cincinnati, OH 45242 Tel. (513) 745-6400.

B. Equivalent products by the following manufacturers are acceptable:

1. Amweld Building Products, Inc., Garrettsville, OH. Tel. (330) 527-4385.
2. Ceco Door Products, Brentwood, TN. Tel. (615) 661-5030.
3. Republic Builders Products, McKenzie, TN. Tel. (901) 352-3383.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 FABRICATION: Fabricate hollow metal units rigid, neat in appearance and free from defects, warp or buckle. Accurately form metal to required sizes and profiles. Weld exposed joints continuously, grind, dress, and make smooth, flush and invisible. Metallic filler to conceal manufacturing defects is not acceptable. Unless otherwise indicated, provide countersunk flat Philips or Jackson heads for exposed screws and bolts.

A. Prepare hollow metal units to receive finish hardware, including cutouts, reinforcing, drilling and tapping per final Finish Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A115 "Specifications for Door and Frame Preparation for Hardware".

B. Locate finish hardware in accordance with approved shop drawings.

2.03 FRAMES: Frames for exterior openings shall be made of commercial grade 14 gage minimum cold rolled steel conforming to ASTM A366-68 with a zinc coating conforming to ASTM A653, with a coating designation of A60 or G60 and a minimum coating thickness of 0.60 oz. per sq. ft. minimum. Frames for interior openings shall be commercial grade cold rolled steel conforming to ASTM A366-68 or commercial grade hot rolled and pickled steel conforming to ASTM A569-66T. Metal thickness shall be 16 gage for frames in openings 4 feet or less in width; 14 gage for frames in openings over 4 feet in width.

A. Design and Construction: Frames shall be custom made welded units with integral trim, of the sizes and shapes shown on approved shop drawings. Knocked-down frames will **Not** be accepted. Finished work shall be strong, rigid, and neat in appearance, square, true and free of defects, warp or buckle. Molded members shall be clean cut, straight and of uniform profile throughout their lengths. Jamb depths, trim, profile and backbends shall be as shown on Drawings. Corner joints shall have contact edges closed tight, with trim faces mitered and continuously welded, and stops mitered. The use of gussets will not be permitted.

1. Stops shall be 5/8 inch deep. Cut-off (sanitary or hospital type) stops, where scheduled, shall be capped at 45 degrees at heights shown on drawings, and all jamb joints below cut-off stops shall be ground and filed smooth, making them imperceptible. Do not cut off stops on frames for soundproof, lightproof on lead-lined doors.
2. When shipping limitations so dictate, frames for large openings shall be designed and fabricated for field splicing by others.
3. Frames for multiple or special openings shall have mullion and / or rail members which are closed tubular shapes having no visible seams or joints. All joints between faces of abutting members shall be securely welded and finished smooth.
4. Hardware reinforcements: Frames shall be mortised, reinforced, drilled and tapped at the factory for fully templated mortised hardware only, in accordance with approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates. Frames shall be reinforced for closers. Minimum thickness of hardware reinforcing plates shall be as follows:

    a. Hinge and pivot reinforcements - 7 gage, 1 1/4 inches by 10 inches minimum.
    b. Strike reinforcements - 12 gage.
    c. Flush bolt reinforcements - 12 gage.
    d. Closer reinforcements - 12 gage.
    e. Reinforcements for surface-mounted hardware - 12 gage.

5. Floor anchors: Floor anchors shall be securely welded inside jambs for floor anchorage. Where required, provide adjustable floor anchors, providing not less than 2 inches height adjustment. Floor anchors shall be 14-gage minimum.

B. Finish: After fabrication, tool marks and surface imperfections shall be removed, and exposed faces of welded joints shall be dressed smooth. Frames shall be chemically treated to insure maximum paint adhesion and coated on accessible surfaces with rust-inhibitive primer complying with FS-TT-P-57 (Type II) or FS-TT-P-659 with 2.0 mils minimum thickness. Fully cure before shipment.

2.04 HOLLOW METAL DOORS: Doors shall be made of commercially quality, level, cold rolled steel conforming to ASTM A366-68 and free of scale, pitting or other surface defects. Face sheets for interior doors shall be18 gage minimum. Face sheets for exterior doors shall be 16-gage minimum with zinc coating conforming to ASTM A653, with a coating designation of A60 or G60 and a minimum coating thickness of 0.60 oz. per sq. ft. minimum.

A. Design and Construction: Doors shall be custom made, of the types and sizes shown on the approved shop drawings, and shall be fully welded seamless construction with no visible seams or joints on their faces or vertical edges. Door thickness shall be 13/4 inches unless otherwise noted. Doors shall be strong, rigid and neat in appearance, free from warp or buckle. Corner bends shall be true, straight and of minimum radius for the gage of metal used.

B. Stiffen face sheets with continuous vertical formed steel sections spanning the full thickness of the interior space between door faces. These stiffeners shall be 22 gage minimum, spaced 6 inches apart and securely attached to face sheets by spot welds 5 inches on center. Spaces between stiffeners shall be sound-deadened insulated full height of door with an inorganic non-combustible batt-type material.

C. Join door faces at their vertical edges by a continuous weld extending full height of door. Welds shall be ground, filled and dressed smooth to make them invisible and provide a smooth flush surface.

D. Top and bottom edges of doors shall be closed with a continuous recessed 16 gage minimum steel channel, extending the full width of the door and spot welded to both faces. Exterior doors shall have additional flush closing channel at top edges and, where required for attachment of weather-stripping, a flush closure at bottom edges. Provide openings in bottom closure of exterior doors to permit escape of entrapped moisture.

E. Edge profiles shall be provided on both vertical edges of doors as follows:

1. Single-acting swing doors - beveled 1/8 inch in 2 inches.
2. Double-acting swing doors - rounded on 2-1/8 inch radius.

F. Hardware reinforcements: Doors shall be mortised, reinforced, drilled and tapped at the factory for fully templated hardware only, in accord with the approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware (or hardware, the interrelation of which is to be adjusted upon installation - such as top and bottom pivots, floor closures, etc.) is to be applied, doors shall have reinforcing plates. Minimum gages for hardware reinforcing plates shall be as follows:

1. Hinge and pivot reinforcement - 7 gage.
2. Reinforcement for lock face, flush bolts, concealed holders, concealed or surface-mounted closers - 12 gage.
3. Reinforcements for all other surface mounted hardware - 16 gage.

G. Glass moldings and stops:

1. Where specified or scheduled, doors shall be provided with hollow metal moldings to secure glazing by others per glass opening sizes shown on Drawings. Fixed moldings shall be securely welded to door on security side.
2. Loose stops shall be 20-gage steel, with mitered corner joints, secured to the framed opening by cadmium or zinc-coated countersunk screws spaced 8 inches on center. Snap-On attachments will not be permitted. Stops shall be flush with face of door.

H. Finish: After fabrication, tool marks and surface imperfections shall be dressed, filled and sanded as required to make all faces and vertical edges smooth, level and free of all irregularities. Doors shall be chemically treated to ensure maximum paint adhesion and shall be coated, on all exposed surfaces, with manufacturer's standard rust-inhibitive primer. Fully cure before shipment.

I. Flatness: Doors shall maintain a flatness tolerance of 1/16 inch maximum in any direction, including a diagonal direction.

2.05 HOLLOW METAL PANELS: Hollow metal panels shall be made of the same materials and constructed and finished in the same way as specified for hollow metal doors.

2.06 LABELED DOORS & FRAMES

A. Labeled doors and frames shall be provided for those openings requiring fire protection ratings, and as scheduled on Drawings. Such doors and frames shall be Underwriters' Laboratories, Inc. labeled or other nationally recognized agency having a factory inspection service.

B. When door or frame specified to be fire-rated cannot qualify for appropriate labeling because of its design, size, hardware or any other reason, the Project Engineer / Architect shall be advised before fabricating work on that item is started.

2.07 HARDWARE LOCATIONS

A. Hinges:

1. Top – 5 inches from head of frame to top of hinge.
2. Bottom – 10 inches plus 1 inch from finished floor to bottom of hinge.
3. Intermediate, centered between top and bottom hinges.
4. on Dutch doors:

    a. 5 inches from head of frame to top of hinge.
    b. 10 inches from finished floor to bottom of bottom hinge.
    c. 5 inches from split line to top and bottom respectively of lower and upper intermediate hinges.

B. Unit and integral type locks and latches – 3’- 2” to centerline of knob.

C. Deadlocks – 5’- 0” to centerline of cross bar.

D. Panic hardware – 3’-1” to centerline of cross bar.

E. Door pulls – 3’-6” to center of grip.

F. Push-pull bars – 3’-1” to centerline of bar.

G. Arm pulls – 3’-11” to centerline.

H. Push plates – 4’- 0” to centerline of plate.

I. Roller latches – 3’-9” to centerline.

J. All of the above dimensions from paragraph 2.07(B) through 2.07(J) are from finished floor.

2.08 CLEARANCES

A. Edge clearances:

1. Between doors and frame, at head and jambs - 1/8 inch.

2. At door sills: where no threshold is used - 1/4 inch maximum above finished floor; where threshold is used - 3/4 inch maximum above finished floor.
3. Between meeting edges of pairs of doors - 1/8 inch.

B. Finished floor is defined as top surface of floor, except when resilient tile or carpet is used, when it is top of concrete slab. Where carpet is more than 1/2 inch thick, allow 1/4 inch clearance.

2.09 PREPARATION FOR FINISH HARDWARE

A. Hardware supplier shall furnish hollow metal manufacturer approved hardware schedule, hardware templates, and samples of physical hardware where necessary to ensure correct fitting and installation. Include preparation for mortise and concealed hardware.

B. Provide reinforcements for both concealed and surface applied hardware. Drill and tap mortise reinforcements at factory, using templates. Install reinforcements with concealed connections designed to develop full strength of reinforcements.

2.10 REJECTION: Hollow metal frames or doors which are defective, have hardware cutouts of improper size or location, or which prevent proper installation of doors, hardware or work of other trades, shall be removed. Replace rejected materials.

PART 3 EXECUTION

3.01 INSPECTION: Examine areas and conditions where hollow metal Work is to be installed and notify Project Engineer of conditions detrimental to proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Install hollow metal units and accessories in accordance with approved Shop Drawings, manufacturer's data, and Specifications.

B. Provide masonry anchorage devices where required for securing hollow metal frames to in-place concrete or masonry construction. Set anchorage devices opposite each anchor location, in accordance with details on final shop drawings and anchorage device manufacturer's instructions. Leave drilled holes rough, not reamed, and free from dust and debris.

C. Placing frames: Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.

1. At wood stud partitions, attach wall anchors to studs with tapping screws. Place frames at fire-rated openings in accordance with NFPA Standard No. 80.
2. Make field splices in frames as detailed on final Shop Drawings, welded and finished to match factory work.
3. Remove spreader bars only after frames or bucks have been properly set and secured.

4. Door installation: Fit hollow metal doors accurately in their respective frames, with the following clearances:

   a. Jambs and head: 3/32 inch.
   b. Meeting edges, pairs of doors: 1/8 inch.
   c. Bottom: 1/4 inch, where no threshold or carpet.
   d. Bottom: at threshold or carpet: 1/8 inch.
   e. Place fire-rated doors with clearances as specified in NFPA Standard No. 80.

END OF SECTION

SECTION 08210 WOOD DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Extent and location of each type of wood door is shown on the Drawings and in Schedules. Louvers for wood doors, including furnishing and installation, are specified under this Section.

B. Types of doors required include solid core flush wood doors with veneer faces.

1.02 RELATED SECTIONS

A. Section 08800 – Glazing.

B. Section 09050 – Color Design.

1.03 SUBMITTALS

A. Product Data: Indicate door core material and construction; veneer species, type and characteristics.

B. Shop drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, identify cutouts for glazing and louvers, and installation instructions. Indicate by transmittal form that copy of each instruction has been transmitted to the installer

1.04 QUALITY ASSURANCE: Comply with the requirements of the following standards unless otherwise indicated.

A. Non-Fire Rated Wood Doors: AWI “Architectural Flush Doors” of the Architectural Woodwork Institute.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING: Protect wood doors during transit, storage and handling to prevent damage, soiling and deterioration. Comply with the "On-Site Care" recommendations of AWI “Care & Instruction at Job Site” Section 1300, G-22.

1.06 WARRANTY: Manufacturer to provide a written warranty covering the life of the installation.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Graham Manufacturing Corp., P.O. Box 1647, Mason City, IA. Tel. (641) 423-2444.

B. Equivalent products by the following manufacturers are acceptable:

1. Algoma Hardwoods, Inc., Algoma, WI. Tel. (800) 678-8910.
2. Buell Door Co., Dallas, TX. Tel. (800) 556-0155.
3. Marshfield Door Systems, Inc., Marshfield, WI. Tel. (800) 869-3667.

C. Substitutions shall fully comply with specified requirements and Section 01630 - Product Options and Substitution Procedures.

2.02 MATERIALS AND COMPONENTS

A. Wood Doors: Provide wood doors complying with the applicable requirements of AWI 8th Edition, Version 1.0, 2003 for the kinds and types of doors indicated and as further specified. Provide manufacturer's standard 2 ply face panels complying with AWI PC-5 ME, unless otherwise specified. Provide same exposed surface material on both faces of each door, unless otherwise indicated.

B. Wood Louvers: Door manufacturer's standard solid wood louvers of same species as face veneers, unless otherwise specified and of the size, type and profile shown.

2.03 GENERAL FABRICATION REQUIREMENTS

A. Wood Doors: Cut and trim openings through doors and panels. Comply with applicable requirements of referenced standards.

B. Wood Louvers: Factory install louvers in prepared openings.

C. Light Openings: Factory cut openings. Trim openings for non-fire rated doors with solid wood moldings of profile shown.

2.04 INTERIOR FLUSH WOOD DOORS

A. Core Construction: Solid core construction shall be solid wood block, wood particleboard, or mineral with wood lock blocks. Doors shall be Type II water resistant BCNO. Provide manufacturer's standard 2 face panels

B. Exposed Surfaces for Transparent Finish: Where solid core interior wood doors are shown or scheduled to receive a transparent finish, provide manufacturer's standard thickness face veneers complying with AWI 8th Edition, Version 1.0, 2003 of the following quality:

1. Custom Grade “A” face veneers of Plain Sliced Select White Birch.
2. Sharp contrast of shades shall **Not** be permitted. Provide exposed edges and other exposed solid wood components of same species as face veneers.

C. Factory Finished Doors: Reference AWI Section 1300, G-21 and Section 09050 Color Schedule.

D. Transom and Side Panels: Where transom panels or side panels of wood are shown in same framing systems as wood doors, provide panels that match quality and appearance of associated wood doors, unless otherwise indicated. Fabricate matching panels with same construction, exposed surfaces and finish as specified for associated doors.

2.05 PREFITTING AND PREPARATION FOR HARDWARE: Comply with tolerance requirements of AWI for pre-fitting. Machine doors for hardware requiring cutting of doors. Comply with final hardware schedules and doorframe approved Shop Drawings and with hardware templates and other essential information required ensuring proper fit of doors and hardware. Take accurate field measurements of hardware mortises in metal frames to verify dimensions and alignment before proceeding with machining.

PART 3 EXECUTION

3.01 EXAMINATION: Installer shall examine doorframes and verify that frames are correct type and have been installed for proper hanging of corresponding doors. Installer shall notify Contractor in writing of conditions detrimental to proper and timely installation of wood doors.

3.02 PREPARATION: Condition doors to average prevailing humidity in installation area prior to hanging.

3.03 INSTALLATION

A. Install wood doors in accordance with manufacturer's instructions and approved Shop Drawings. Fit doors to frame for proper fit and uniform clearance at each edge and machine for hardware. Seal cut surfaces after fitting and machining. Bevel doors 1/8 inch in 2 inches at lock and hinge edges.

B. Door Clearances: Fit to frames and machine for hardware for proper fit and uniform clearance at each edge.

1. Provide following clearances:

a. 1/8 inch at jambs and heads.
b. 1/8 inch at meeting stiles for pairs of doors.
c. 1/2 inch from bottom of door to top of decorative floor finish or covering, except where threshold is shown or scheduled provide 1/4 inch clearance from bottom of door to top of threshold.

3.04 ADJUSTING AND CLEANING: Re-hang or replace doors that do not swing or operate freely. Refinish or replace doors damaged during installation.

3.05 PROTECTION OF COMPLETED WORK

A. Installer shall advise Contractor of proper procedures required for protection of installed wood doors from damage or deterioration until acceptance of the Work.

B. Doors damaged before acceptance of the Work shall be repaired or replaced.

END OF SECTION

SECTION 08415 ALUMINUM ENTRANCES AND STOREFRONTS

PART 1 GENERAL

1.01 SECTION INCLUDES: Aluminum-framed storefront system includes tubular aluminum sections with supplementary internal support framing as required, aluminum and glass entrances, Project-out glass-vent windows with cam handles, shop fabricated, factory finished, glass and glazing, related flashing, anchorage and attachment devices.

1.02 RELATED SECTIONS

A. Section 08710 - Door Hardware: Mortised hardware reinforcement requirements affecting framing members; hardware items other than specified in this section.

B. Section 08800 - Glazing.

C. Section 09050 - Color Design.

D. Section 12495 - Window Blinds: Attachments to framing member.

E. Section 16730 - Access Control System

1.03 SUBMITTALS

A. Product Data: Submit component dimensions, describe components within assembly, anchorage, fasteners, and glass.

B. Shop Drawings: Submit Shop Drawings for fabrication and installation, including elevations, detail sections, anchorage, reinforcement, and glazing.

C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.04 QUALITY ASSURANCE: Perform Work in accordance with AAMA - Metal Curtain Wall, Window, storefront and Entrance Guide Specifications Manual.

1.05 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing aluminum glazing systems with minimum five years experience.

B. Design structural support framing components under direct supervision of a professional engineer experienced in design of this Work and licensed at the place where the Project is located.

1.06 DELIVERY, STORAGE, AND PROTECTION

A. Deliver, store, protect, and handle products to and on project site per manufacturer’s instructions.

B. Store products on minimum 4-inch high wood blocking and cover. Do not use non-vented plastic or canvas that could create a humidity chamber.

1.07 ENVIRONMENTAL REQUIREMENTS: Do not install sealant or glazing materials when ambient temperature is less than 40 degrees F during and 48 hours after installation.

1.08 COORDINATION

A. Coordinate Work with Section 08710 Door Hardware.

1.09 WARRANTY: Section 01770 - Closeout Procedures: Execution Requirements for Product warranties and bonds.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by Kawneer Co., Inc., 555 Guthridge Court, Norcross, GA 30092. Tel. (770) 449-5555.

B. Equivalent products by the following manufacturers are acceptable:

1. Traco, Cranberry Township, PA. Tel. (724) 776-7000.
2. Vistawall Architectural Products, Terrell, TX. Tel. (972) 551-6100.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 MATERIALS

A. Storefront Framing:

1. Bullet Resistant Glazing Locations (exterior and interior): Kawneer tubing with suface applied stops (see drawings for required profiles) - 2 inches by 41/2 inches nominal dimensions.
2. Exterior: Kawneer Trifab VG 451 – 2 inches by 4 ½ inches nominal dimensions; screw spline fabrication.
3. Interior: Kawneer Trifab VG 450 – 1 ¾ inches by 4 ½ inches nominal dimensions; screw spline fabrication.

B. Aluminum Entrances: Kawneer Series 350 Medium Style Swing Doors. Coordinate door hardware with Section 16762 – Access Control System and electric strikes to be provided by Electrical.

C. Aluminum Windows: Glass-vent project-out type with cam handles, standard hardware and screen with standard wicket.

D. Accessories:

1. Weatherstripping: Sealair weathering, comprised of a thermoplastic elastomer weathering on a tubular shape with a semi-rigid polymeric backing.
2. Sill Sweep Strips: EPDM blade gasket sweep strip in an aluminum extrusion applied to the interior exposed surface of the bottom rail with concealed fasteners.
3. Threshold: Extruded aluminum, one piece per door opening, with ribbed surface. Size to be 1/4” high x 6” wide.
4. Offset Pivots: Top and bottom.
5. Push / Pull: Architects Classic Hardware Style “CO-9” pull and “CP-11” push bar. Mount pull top attachment 44-3/16 inches above bottom of door and push bar 37 inches above bottom of door. Finish shall be #14 clear anodized aluminum.
6. Closers: LCN Quest.

7. Locks: Adams-Rite MS 1850A (Refer to Section 08710 for cylinder) mount 41-9/16 inches above bottom of door. Provide 3 point locking at paired entry doors.
8. Electronic Hardware: See Section 16762.

2.03 COMPONENTS

A. Extruded Aluminum: ASTM B221; 6063 alloy for extruded structural members.

B. Glass: Specified in Section 08800.

C. Glazing Materials: As specified in Section 08800.

D. Flashing: Minimum 0.032-inch thick aluminum.

E. Sealant and Backing Materials:

1. Sealant used within system (Not Used for Glazing): Manufacturer's standard materials to achieve weather, moisture, and air infiltration requirements.
2. Perimeter Sealant: Specified in Section 07920.

2.04 FABRICATION

A. Fabricate components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.

B. Accurately fit and secure joints and corners. Make joints flush, hairline, and weatherproof.

C. Prepare components to receive anchor devices. Fabricate anchors.

D. Arrange fasteners and attachments to conceal from view.

E. Reinforce interior horizontal head rail to receive blind track brackets and attachments.

F. Prepare components with internal reinforcement for door hardware.

G. Reinforce framing members for imposed loads.

2.05 SHOP FINISHING

A. Fluropon (70% PVDF), AAMA 2605, Fluroropolymer Coating, color selected by Project Engineer / MDOT Architect from manufacturer's standard colors.

B. Extent of Finish:

1. Apply factory coating to all surfaces exposed at completed assemblies.
2. Apply finish to surface cut during fabrication so that no natural aluminum is visible in completed assemblies, including joint edges.
3. Apply touch-up materials recommended by coating manufacturer for field application to cut ends and minor damage to factory applied finish.

PART 3 EXECUTION

3.01 EXAMINATION

A. Section 01310 - Administrative Requirements: Coordination and project conditions.

B. Verify dimensions, tolerances, and method of attachment with other Work.

C. Verify wall openings and adjoining air and vapor seal materials are ready to receive Work of this Section.

3.02 INSTALLATION

A. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.

B. Provide alignment attachments and shims to permanently fasten system to building structure.

C. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent Work

D. Provide thermal isolation where components penetrate or disrupt building insulation.

E. Install sill flashing. Turn up ends and edges; seal to adjacent Work to form water tight dam.

F. Coordinate attachment and seal of perimeter air and vapor barrier materials.

G. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.

H. Install integral flashing and integral joint sealers.

I. Set thresholds in bed of mastic and secure.

J. Install hardware using templates provided. Refer to Section 08710 for installation requirements.

K. Coordinate installation of glass with Section 08800; separate glass from metal surfaces.

L. Coordinate installation of perimeter sealants with Section 07920.

3.03 CLEANING

A. Remove protective material from pre-finished aluminum surfaces.

B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.

C. Remove excess sealant by method acceptable to sealant manufacturer.

3.04 PROTECTION OF INSTALLED CONSTRUCTION

A. Section 01740 - Execution Requirements: Protecting installed construction.

B. Protect finished Work from damage.

END OF SECTION

SECTION 08585 EXCHANGE WINDOWS

PART 1 GENERAL

1.01 SECTION INCLUDES: Deal drawer, deal tray and speak hole.

1.02 SUBMITTALS: Submit manufacturer's technical product data and installation instructions for all items specified.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by Creative Industries Inc., 1024 Western Drive, Indianapolis, IN 46241. Tel. (800) 776-2068

B. Equivalent products by the following manufacturers are acceptable:

1. C. R. Laurence Company, Gardena, CA. Tel. (800) 421-6144.
2. Nissen & Company, Inc., South El Monte, CA .Tel. (323) 723-3636

C. Substitutions shall fully comply with specified requirements and Section 01630 - Product Options and Substitution Procedures.

2.02 DEAL DRAWER

A. Provide flush mount, 16 gage brushed stainless steel manual deal drawer with lexan drawer cover with pivot hinge and ball bearing drawer glides.

B. Drawer unit shall be 15-7/8” wide, 16-1/4” deep and 4-15/16” high.

2.03 DEAL TRAY

A. Provide flush mount, brushed stainless steel deal tray.

B. Tray unit shall be 12” wide, 16” deep and 2” high. Inside depth shall be 1-1/2”.

C. Unit shall have Level 3 Super Power Small Arms bullet resistance rating.

2.04 SPEAK HOLE: Equal to Creative Industries model number 6-D.

A. Provide 6” diameter cast stainless steel talk thru with evenly space concentric louvers. Model shall be equal to Creative Industries No. 6-D Talk Thru.

B. Provide with optional spacer ring for 1-3/16” glazing.

PART 3 EXECUTION

3.01 INSTALLATION: Install items included in this section in locations and at mounting heights indicated.

A. Securely fasten to millwork, square and plumb, to comply with manufacturer's instructions.
B. Provide all required templates to millwork fabricator for coordination.

C. Check all units for scratched, nicked, and other surface defects. Units with these conditions shall be repaired or replaced.

3.02 CLEANING AND PROTECTION:

A. At completion of installation, clean surfaces in accordance with manufacturer’s instructions. Protect units from damage until acceptance by Owner.

END OF SECTION

SECTION 08710 DOOR HARDWARE

PART 1 GENERAL

1.01 SECTION INCLUDES: Door hardware for doors as shown and scheduled on the Drawings and specified herein.

1.02 RELATED SECTIONS

1. Section 08100- Hollow Metal Doors & Frames.
2. Section 08210- Wood Doors.
3. Section 08415- Aluminum Entrances and Storefronts.

1.03 QUALITY ASSURANCE: The firm furnishing this hardware shall have, in its full time employment, an architectural hardware consultant who shall be available for consultation during the construction of this project. If requested, the consultant shall visit the project prior to inspection and check the hardware for proper installation, function, etc.

1.04 SUBMITTALS

A. Product Data: Submit schedule and manufacturer's technical product data / literature.

B. Shop Drawings: Submit full and complete hardware schedule indicating the type, number, location and finish of each item prior to fabrication of hardware.

1.05 PRODUCT IDENTIFICATION: Deliver hardware of this section properly tagged and identified.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by the companies listed in the hardware schedule.

B. Equivalent products by the other manufacturers are acceptable where level of performance is equal to specified item as determined by the Project Engineer / MDOT Architect.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 KEYING

A. All cylinders shall be factory-keyed per the Owner's instructions.

B. Supply keys in the following quantities:

1. 4 Grand Master Keys
2. 4 Master Keys per set
3. 4 Construction Master keys
4. 2 Change keys per lock

2.03 FINISHES: Generally shall be Dull Chrome (US26D) unless noted otherwise. Closers shall be sprayed aluminum. Push, pull, kickplates shall be US32D.

2.04 HARDWARE SCHEDULE

A. The following hardware sets in these specifications are assumed to be correct. In the event that a door or doors are shown on the plans and do not appear on the schedule or in the specifications, provide the same hardware as listed for like doors. Contractor is to furnish any items of hardware omitted and/or required.

HW#1 Door 1 @ Admin. Bldg.

1	Cylinder	Sargent 34 or 41 as required

Balance of hardware under 08415 – Aluminum Entrances and Storefronts

HW#2 Doors 3, 10 @ Admin. Bldg.

3	Hinges	Hager BB1279 4 ½ x 4 ½
1	Lockset	Sargent 8205 LNL
1	Auxiliary Deadbolt	Sargent 4874
1	Kickplate	Rockwood 8 x 34 x 32D
1	Stop	Rockwood 440
3	Silencers	GJ64

HW#3 Doors 2, 11 @ Admin. Bldg.

3	Hinges	Hager BB1279 4 ½ x 4 ½
1	Lockset	Sargent 8265 LNL
1	Kickplate	Rockwood 8 x 34 x 32D
1	Stop	Rockwood 440
3	Silencers	GJ64

HW#4 Door 4 @ Admin. Bldg.

3	Hinges	Hager BB1279 4 ½ x 4 ½
1	Lockset	Sargent 8205
1	Closer	Sargent EN1431-p9
1	Kickplate	Rockwood 8 x 34 x 32D
1	Stop	Rockwood 440
3	Silencers	GJ64

HW#5 Doors 5, @ Admin. Bldg.

3	Hinges	Hager BB1279 4 ½ x 4 ½
1	Lockset	Sargent 8205 LNL
1	Stop	Rockwood 440
3	Silencers	GJ64

HW#6 Door 9 @ Admin. Bldg.

Cylinder		Sargent 34 or 41 as required

Balance of hardware under 08415 – Aluminum Entrances and Storefronts

HW#7 Doors 6, 7, 8 @ Admin. Bldg.

3	Hinges	Hager BB1279 4 ½ x 4 ½
1	Lockset	Sargent 8204 LNL
1	Stop	Rockwood 440
3	Silencers	GJ64

PART 3 EXECUTION

3.01 INSTALLATION

A. Provide storage and protection for finish hardware when delivered to job site. Properly tag, index and file keys as directed, and deliver all keys at completion of work to the Owner.

B. Inspect job to verify that doors and frames are ready to receive work and dimensions are as indicated on approved shop drawings. Beginning of installation constitutes acceptance of existing conditions.

C. Fit all hardware accurately, apply securely, and adjust carefully, in accordance with manufacturer's instructions. Use the templates provided by hardware item manufacturer. Conform to ANSI A117.1 and ADAAG for positioning requirements for the disabled. Use care not to damage other work when applying hardware.

D. Tag keys and file in key cabinet furnished by hardware supplier to Owner. Key cabinet to be equal to Telkee.

END OF SECTION

SECTION 08800 GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES: Glass and glazing for doors, storefronts, windows and other glazed openings, interior and exterior locations.

1.02 RELATED SECTIONS

A. Section 08100 – Metal Doors and Frames.

B. Section 08210 – Wood Doors.

C. Section 08415 – Aluminum Entrances and Storefronts.

1.03 QUALITY ASSURANCE: Comply with recommendations of Flat Glass Marketing Association (FGMA) "Glazing Manual" and "Sealant Manual" except where more stringent requirements are indicated. Refer to those publications for definitions of glass and glazing terms not otherwise defined in this section or other referenced standards.

A. Prime Glass Standard: FS DD-G-45l.

B. Heat-Treated Glass Standard: FS DD-G-l403.

C. Safety Glass Standard: CPSC l6 CFR l20l.

1.03 DELIVERY, STORAGE, AND HANDLING: Protect glass during transit, storage and handling to prevent scratching or breakage of glass. Replace all broken glass.

1.04 PROJECT CONDITIONS: Meet with Glazier and other trades affected by glass installation, prior to beginning of installation. Do not perform work under adverse weather or job conditions. Install liquid sealant when temperatures are within lower or middle third of temperature range recommended by manufacturer.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Equivalent products by the following prime glass manufacturers are acceptable:

1. Guardian Industries Corp., Carleton, MI. Tel. (800) 521-9040.
2. Pilkington Libbey-Owens-Ford, Toledo, OH. Tel. (419) 246-6078.
3. PPG Industries, Inc., Pittsburgh, PA. Tel. (800) 377-5267.
4. Visteon Float Glass Operations, Allen Park, MI. Tel. (800) 521-6345.

B. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures

2.02 INSULATING GLASS

A. Material: Shall consist of organically sealed panes of glass enclosing a hermetically sealed dehydrated air space and complying with ASTM E 774 for performance classification indicated. Unless shown otherwise on Drawings, use this type glass for all exterior applications.

B. Characteristics: Other requirements specified for glass characteristics, air space, sealing system, sealant spacer material, corner design and desiccant are as follows:

1. Thickness of Each Pane: 1/4 - inch.
2. Airspace Thickness: 1 inch Sealing System: Manufacturer's standard.
3. Spacer Material: Manufacturer's standard metal.
4. Desiccant: Manufacturer's standard, either molecular sieve or silica gel.
5. Corner Construction: Manufacturer's standard.
6. Exterior Pane: Gray tinted
7. Interior Pane: Clear

2.03 LAMINATED CLEAR SAFETY GLASS: Two layers of 1/8 inch glass Type 1 (transparent glass, flat), Class 1 (clear), Quality q3 (glazing select) with a 0.030 polyvinyl butyryl interlayer. Total thickness, 1/4 inch (plus). Unless shown otherwise on Drawings, use this type glass for all interior applications.

2.04 BULLET PROOF GLASS: 1-3/16 inch thick bullet resistant glass, comprised of four layers of 1/4 inch clear tempered glass with 0.062 inch vinyl inner layers.

2.05 BULLET RESISTANT GLASS: Laminated clear safety glass with 3-ply, 14 mil applied security laminate film as manufactured by ACE Security Laminate’s Inc.

2.06 SETTING MATERIALS: Provide all necessary primers, sealants, channels, setting blocks, etc. with items to be glazed. Conform to requirements set forth in FGJA Glazing Manual.

PART 3 EXECUTION

3.01 GLAZING INSTALLATION

A. Do not commence glazing Work until the required primers have been applied and have dried. Clean all surfaces to which setting materials are to be applied to assure that the materials properly adhere and seal.

B. Experienced glaziers having highest quality workmanship shall perform all glazing. Glass shall be set without springing or forcing. Putty, glazing compound, stops and the like shall not project above the sight line. Exposed surfaces of putty and glazing compound shall be left straight, flat and clean. Corners shall be well formed.

C. Remove and replace glass which is broken, chipped, cracked, abraded or damaged in other ways during construction period, including natural causes, accidents and vandalism.

3.02 STANDARDS AND PERFORMANCE

A. Watertight and airtight installation of each glass product is required, except as otherwise shown. Each installation must withstand normal temperature changes, wind loading, impact loading (for operating sash and doors), without failure including loss or breakage of glass, failure of sealant or gaskets to remain watertight and airtight, deterioration of glazing materials and other defects in the Work.

B. Protect glass from edge damage during handling and installation, and subsequent operation of glazed components of the Work. During installation, discard units with significant edge damage or other imperfections.

C. Glazing channel dimensions where shown are intended to provide for necessary bite on glass, minimum edge clearance, and adequate sealant thickness, with reasonable tolerances. Adjust as required by job conditions at time of installation.

D. Comply with combined recommendations and technical reports by manufacturers of glass and glazing products as used in each glazing channel, and with recommendations of Flat Glass Marketing Association "Glazing Manual," except where more stringent requirements are indicated.

3.03 PREPARATION FOR GLAZING

A. Clean glazing channel and other framing members to receive glass, immediately before glazing. Remove coatings that are not firmly bonded to substrate. Remove lacquer from metal surfaces where elastomeric sealants are used.

B. Apply primer or sealant to joint surfaces where recommended by sealant manufacturer.

3.04 GLAZING

A. Install setting blocks of proper size in sill rabbet, located l/4 of glass width from each corner. Set blocks in thin course of heel-bead compound, if any.

B. Provide spacers inside and out, of proper size and spacing, for glass sizes larger than 50 united inches, except where gaskets or pre-shimmed tapes are used for glazing. Provide l/8" minimum bite of spacers on glass and use thickness equal to sealant width, except with sealant tape use thickness slightly less than final compressed thickness of tape.

C. Set units of glass in each series with uniformity of pattern, draw, bow and similar characteristics.

D. Force sealant into channel to eliminate voids and to ensure complete "wetting" or bond of sealant to glass and channel surfaces.

E. Tool exposed surfaces of glazing liquids and compounds to provide a substantial "wash" away from glass. Install pressurized tapes and gaskets to protrude slightly out of channel, so as to eliminate dirt and moisture pockets.

F. Clean and trim excess glazing materials from glass and stops or frames promptly after installation, and eliminate stains and discoloration.

G. Apply bullet-resistant film according to manufacturer’s recommendations.

H. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage to ensure that gasket will not "walk" out when installation is subjected to movement. Anchor gasket to stop with matching ribs, or by proven adhesives, including embedment of gasket tail in cured heel-bead.

3.05 CURE AND PROTECTION

A. Protect glass from breakage immediately upon installation, by use of crossed streamers attached to framing and held away from glass. Do not apply markers to surfaces of glass. Remove nonpermanent labels and clean surfaces. Cure sealant for high early strength and durability.

B. Remove and replace glass which is broken, chipped, cracked, abraded or damaged in other ways during construction period, including natural causes, accidents and vandalism.

3.06 CLEANING

A. Wash and polish glass on both faces not more than 4 days prior to date scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Comply with glass product manufacturer's recommendations for final cleaning.

B. The General Contractor shall be responsible for removal of protective materials and cleaning with plain water, or water with soap or household detergent as approved by the glass manufacturer. The General Contractor shall be held responsible for damages resulting from the use of other cleaning material.

END OF SECTION

SECTION 09050 COLOR DESIGN

PART 1 GENERAL

1.01 SECTION INCLUDES: A coordinated comprehensive Color System in which requirements for materials specified in other Sections of this Specification and / or shown on the Drawings are identified for quality, color, finish, texture and pattern.

1.02 MANUFACTURER'S TRADE NAMES: Manufacture's trade names and number designations used herein identify colors, finishes, textures and patterns for materials and products specified in the technical sections of the Specifications. Wherever such products are referred for selection or approval in other sections, such products shall be understood to be referenced to this Section. If no selection is listed herein for products, the Project Engineer / MDOT Architect shall be contacted for a color selection. Subject to approval of the Project Engineer / MDOT Architect, products of other manufacturers will be considered, provided they are equivalent to the quality, colors, finishes, textures and patterns listed and meet the requirements of the Specifications and Drawings.

1.03 RELATED SECTIONS: Section 01330 – Submittal Procedures.

1.04 SAMPLES: Samples shall be submitted for approval prior to applying or installing any finishes or items that are not included in this Section. See appropriate technical Sections for submittal requirements. Upon receipt of samples, the Project Engineer / MDOT Architect may make revisions to the Color schedule.

PART 2 PRODUCTS

2.01 MATERIALS: Materials are specified in other Sections of the Specifications. Any reference by trade name or manufacturer shall be considered as establishing a standard of quality and shall in no way limit competition.

2.02 MANUFACTURERS: The following manufacturers were used in preparing the Color Schedule:

SECTION / MATERIAL	MANUFACTURER / NUMBER & COLOR NAME	COLOR DESCRIPTION
• 04200 - Brick	TS #401B Red Velour (Modular)	(red/brown)
• 04200 - Mortar	Gray Mortar	(gray)
• 04200 - Masonry weeps	CavClear - gray	(gray)
• 04200 - Conc. Block (Walls)	SW6106 Kilim Beige	(light tan)
• 05500 - Misc. Steel	SW6454 Shamrock	(dark green)
• 06400 - Architectural Woodwork	SW6107 Nomadic Desert	(dark tan)
• 06400 - Plastic Lam Countertop	Formica #7219-58 Forest Terra	(green/brown)
• 07610 - Metal Roofing	Petersen – Forest Green	(dark green)
• 07610 - Metal Trim	Petersen – Forest Green	(dark green)
• 07610 - Soffit Panels	Petersen – Sierra Tan	(light tan)
• 07620 - Metal Trim	Petersen – Forest Green	(dark green)
• 07920 - Joint Sealants	Pecora-Match adjacent lighter color	

• 08100 - Met Dr Frames (Adm Bldg)	SW6454 Shamrock	(dark green)
• 08210 - Wood Doors (stained)	Graham #700 - Dark Brown	(brown)
• 08415 - Alum Ent & Storefront	Kawneer - Interstate Green	(green)
• 08710 - Door Hardware	Satin Chrome	(silver)
• 09250 - Gypsum (Walls)	SW6106 Kilim Beige	(light tan)
• 09250 - Gypsum (Ceilings)	SW7007 Ceiling Bright White	(white)
• 09310 - Ceramic Tile Floor	Summitville #40 Fawn	(tan)
• 09310 - Ceramic Tile Wall	U S Ceramic #U-78 Bone	(off white)
• 09310 - Ceramic Tile Wall (accent)	U S Ceramic #U-719 Kelly	(dark green)
• 09310 - Grout (Floors)	Laticrete #61 Parchment	(tan)
• 09310 - Grout (Walls)	Laticrete #61 Parchment	(tan)
• 09650 - Resilient Floor 'A'	Armstrong Tile #51901 Taupe	(tan)
• 09650 - Resilient Floor 'B'	Armstrong Tile #51808 Lichen Green	(light green)
• 09650 - Resilient Floor 'C'	Armstrong Tile #51947 Basil Green	(dark green)
• 09650 - Rubber Base	Johnsonite #73 Palm Leaf	(green)
• 10100 - Tackboard	Claridge Cork #1110 Fawn	(tan)
• 10400 - Specialty Signs (Int)	ASI Sign #SC812 Sand/ #SC905Black	(tan w / blk trim)
• 10400 – Spec. Signs (Exterior)	ASI Sign #SC513 Emerald	(dark green)
• 10500 - Lockers	Penco – Tawny Tan	(tan)
• 11455 - Appliances (Microwave)	Whirlpool – White	(white)
• 11455 - Appliances (Refrigerator)	Whirlpool – White	(white)
• 12485 - Floor Mats	C/S Group – Carpet #9316 Spruce	(green)
• 12495 - Window Blinds	Hunter Douglas #C270 Linen	(off-white)

PART 3 EXECUTION

3.01 EXECUTION: Refer to execution requirements specified in other Sections of this Specification for the specific products listed. Any remaining colors, finishes, textures or patterns not included in this Color Design will be selected by the Project Engineer / MDOT Architect upon written notification and subsequent submittals by the Contractor.

END OF SECTION

SECTION 09250 GYPSUM BOARD

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Gypsum board work with a tape-and-compound joint treatment system known as "drywall finishing" work.

B. The types of Work required include the following:

1. Gypsum board applied to wood framing and furring.
2. Gypsum backing boards for application of other finishes.
3. Drywall finishing (joint tape-and-compound treatment).

1.02 SUBMITTALS: Submit manufacturers technical product data, installation instructions and recommendations for products specified.

1.03 QUALITY ASSURANCE

A. Where work is indicated for fire resistance ratings, including those required to comply with governing regulations, provide materials and installations identical with applicable assemblies which have been tested and listed by recognized authorities, including UL and A.I.A.

B. Industry Standard: Comply with applicable requirements of GA-216 "Application and Finishing of Gypsum Board" by the Gypsum Association, except where more detailed or more stringent requirements are indicated including the recommendations of the manufacturer.

C. Allowable Tolerances: 1/8 inch offsets between planes of board faces, and 1/4 inch in 8 ft. for plumb, level, warp and bow.

D. Manufacturer: Obtain gypsum boards, framing and fasteners, trim accessories, adhesives and joint treatment products from a single manufacturer, or from manufacturers recommended by the prime manufacturer of gypsum boards.

1.04 PRODUCT HANDLING: Deliver gypsum drywall materials in sealed containers and bundles, fully identified with manufacturer's name, brand, type and grade; store in a dry, well ventilated space, protected from the weather, under cover and off the ground.

1.05 PROJECT CONDITIONS

A. Installer must examine the substrates and the spaces to receive gypsum drywall, and the conditions under which gypsum drywall is to be installed; and shall notify the Contractor, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

B. Maintain ambient temperatures at not less than 55 degrees F., for the period of 24 hours before drywall finishing, during installation and until compounds are dry.

PART 2 PRODUCTS

2.01 GYPSUM BOARD PRODUCTS

A. Furnish Gypsum board products in maximum lengths available to minimize end-to-end butt joints. To the extent not otherwise indicated, comply with GA-216, as specified and recommended.

B. Exposed gypsum board shall be Type X, fire rated type with tapered long edges and as follows:

1. Edge Profile: Special rounded or beveled edge.
2. Sheet Size: Maximum length available that will minimize end joints.
3. Thickness: 5/8 inch, except where otherwise indicated.
4. Water-resistant Type (WR-1): Provide where indicated; 5/8 inch thick.
5. Cement Board: Provide water-resistant cement based backer board, 5/8 inch thick Durock, as a base for ceramic tile.

2.02 TRIM ACCESSORIES

A. Manufacturer's standard galvanized steel beaded units with flanges for concealment in joint compound including corner beads, edge trim and control joints; except provide semi-finishing type (flange not concealed) where indicated.

B. Where metal moldings are specifically called out on the Drawings, provide the appropriate item from below:

1. Edge Trim - USG No. 200-A.
2. Control Joint - USG No. 093.

2.03 JOINT TREATMENT MATERIALS

A. General: ASTM C 475; type recommended by the manufacturer for the application indicated, except as otherwise indicated.

B. Joint Tape: Perforated type.

C. Joint Compound: On interior work provide chemical hardening type for bedding and filling, ready-mixed vinyl-type or non-case in-type for topping. On exterior work provide water- resistant type.

2.04 MISCELLANEOUS MATERIALS: Provide auxiliary materials for gypsum drywall work of the type and grade recommended by the manufacturer of the gypsum board. Gypsum board fasteners shall comply with GA-216. Provide anti-corrosive type at exterior applications.

PART 3 EXECUTION

3.01 Install supplementary framing, runners, furring, blocking and bracing at opening and terminations in the Work, and at locations required to support fixtures, equipment, services, heavy trim, furnishings and similar work which cannot be adequately supported directly on gypsum board alone.

3.02 GENERAL GYPSUM BOARD INSTALLATION REQUIREMENTS

A. Meet at the project site with the installers of related work and review the coordination and sequencing of work to ensure that everything to be concealed by gypsum drywall has been accomplished, and that chases, access panels, openings, supplementary framing and blocking and similar provisions have been completed. In addition to compliance with GA-216 and ASTM C 840, comply with manufacturer's instructions and requirements for fire resistance ratings (if any), whichever is most stringent.

B. Install wall / partition boards vertically to avoid end- butt joints wherever possible. At stairwells and similar high walls, install boards horizontally with end joints staggered over studs. Form control joints and expansion joints with space between edges of boards, prepared to receive trim accessories.

C. Install sound attenuation blankets and insulation as indicated, prior to gypsum board unless readily installed after board has been installed.

D. Floating construction: Where feasible, including where recommended by manufacturer, install gypsum board with "floating" internal corner construction, unless isolation of the intersecting boards is indicated or unless control or expansion joints are indicated.

E. Space fasteners in gypsum boards in accordance with manufacturer's recommendations.

3.03 SPECIAL GYPSUM BOARD APPLICATIONS: Where drywall is base for thin set ceramic tile and similar rigid applied wall finishes, install cement based backing board. At toilets, showers, labs, janitor closets, drinking fountains and similar "wet" areas, install water-resistant gypsum board. Apply with uncut long edge at bottom of work, and space l/4 inch above fixture lips. Seal ends, cut-edges and penetrations of each piece with water-resistant sealant before installation.

3.04 INSTALLATION OF DRYWALL TRIM ACCESSORIES

A. Where feasible, use the same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports. Otherwise, fasten flanges by nailing or stapling in accordance with manufacturer's instructions and recommendations.

B. Install metal corner beads at external corners of drywall work.

C. Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed. Provide type with face flange to receive joint compound except where semi-finishing type is indicated. Install L-type trim where work is tightly abutted to other work, and install special kerf-type where other work is kerfed to receive long leg of L-type trim. Install U- type trim where edge is exposed, revealed, gasketed, or sealant-filled (including expansion joints.) Install metal control joint (beaded type) where indicated or required for proper installation.

3.05 INSTALLATION OF DRYWALL FINISHING

A. Apply treatment at gypsum board joints (both directions), flanges of trim accessories, penetrations, fastener heads, surface defects and elsewhere as required to prepare Work for decoration. Pre-fill open joints and rounded or beveled edges, using type of compound specified herein and recommended by manufacturer.

B. Apply joint tape at joints between gypsum boards, except where a trim accessory is indicated.

C. Apply joint compound in 3 coats (not including pre-fill of openings in base), and sand between last 2 coats and after last coat.

D. Base for Ceramic Tile: Do not install drywall finishing where ceramic tile and similar rigid applied finishes are indicated.

E. Unless otherwise indicated, install drywall finishing at all gypsum board exposed to view and to receive finishes as specified. Where not exposed to view and above ceilings, sanding is not required.

F. Finishing Gypsum Board Assemblies: Level 4 finish, unless otherwise indicated; Level 1 finish for concealed areas, unless a higher level of finish is required for fire-resistance-rated assemblies and Level 2 finish where panels form substrates for tile, Level 5 finish is required in areas with a gloss or epoxy finished coating

3.06 PROTECTION OF WORK: Installer shall advise Contractor of required procedures for protection of the gypsum drywall Work from damage and deterioration during the remainder of the construction period.

END OF SECTION

SECTION 09310 CERAMIC TILE

PART 1 GENERAL

1.01 SECTION INCLUDES: Thin set ceramic mosaic floor tile, glazed cove base, wall tile and accessories.

1.02 RELATED SECTIONS

A. Section 07260 – Vapor Retarders (Floor protection paper).

B. Section 09050 – Color Design.

1.03 SUBMITTALS

A. Submit manufacturer's product data and written instructions for recommended installation and maintenance practices for each product specified.

B. Submit 2 samples of types and colors of tile and grout required in similar pattern of tile shown on Drawings, mounted on not less than 12 inches square plywood or hardboard and grouted as required.

C. Submit one full size sample of each tile accessory and marble threshold. Submit samples of trim and other units if requested by the Project Engineer. Review will be for color, pattern and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

1.04 QUALITY ASSURANCE

A. Furnish tile conforming to the Standard Grade Requirements of ANSI A137.1.

B. When using setting and grouting materials manufactured under TCA license, include identification, and formula number on each container. Provide materials obtained from only one source for each type of tile, grout and color to minimize variations in appearance and quality.

C. Install ceramic tile in accordance with manufacturers instructions and applicable installation specifications of the Tile Council of America's "Handbook for Ceramic Tile Installation", latest edition.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING: Deliver packaged materials and store in original containers with seals unbroken and labels intact until time of use, in accordance with manufacturer's directions.

1.06 PROJECT CONDITIONS: Continuously heat areas to receive tile to 50 degrees F. for at least 48 hours prior to installation, when project conditions are such that heating is required. Maintain 50 degrees F. temperature continuously during and after installation as recommended by tile manufacturer but not less than 7 days. Maintain a minimum lighting level of 50 fc during installation.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Equivalent products by the following manufacturers are acceptable:

1. American Olean Tile Company, Lansdale, Pennsylvania
2. Dal-Tile Corporation, Dallas, Texas
3. Floor Gres Ceramiche, Italy
4. Florida Tile Industries, Lakeland, Florida.
5. Lone Star Porcelain Mosaic Tile, Dallas, Texas
6. United States Ceramic Tile Co., East Spatra, Ohio

B. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 CERAMIC FLOOR TILE: 8 inches by 8 inches by 5/16 inch, cushioned edge, unglazed, color to be selected from standard colors available.

2.03 CERAMIC BASE TILE: 4-1/4 inches by 4-1/4 inches by 5/16 inch, cushioned edge, bright glaze, cove base round top, color to be selected from standard colors available.

2.04 GLAZED WALL TILE: Size 4-1/4 inches by 4-1/4 inches by 5/16 inch, cushioned edge, bright glaze, colors to be selected from standard colors available.

2.05 TRIM AND SPECIAL SHAPES

A. Provide necessary units with rounded internal and external corners, and rounded internal and external corner units of same material and finish as field tile, and as follows:

1. Base: Sanitary cove units.
2. External Corners: Bullnose shapes, with a radius of not less than 3/4 inch, unless otherwise shown.
3. Internal Corners: Field-butted square, except use square corner, combination angle and stretcher type cap.

2.06 MARBLE THRESHOLDS: Provide sound Group "A" marble with an abrasive hardness of not less than 10.0, when tested in accordance with ASTM C 241. Color of marble threshold will be selected from manufacturer’s full range of standard colors.

2.07 ADHESIVE: ANSI A136.1 and ANSI A118.4 when mixed with additive, with Tile Contractor's Association or Adhesive and Sealant Council certification of conformance, for base and wall tile set on each type of substrate. Provide primer-sealer as recommended by adhesive manufacturer. Equal to Laticrete Type 272 Premium or 317 Floor ‘N Wall Thin-Set with 333 Super Flex Additive. Equivalent products by Mapei and Bostik are acceptable.

2.08 GROUT: ANSI A 118.3, with Tile Contractor’s Association certification of conformance. Equal to Laticrete Type SpectraLOCK Pro Grout. Equivalent products by Mapei and Bostik are acceptable. Color of grout to be selected by the MDOT Architect from manufacturer’s full range of standard colors.

PART 3 EXECUTION

3.01 INSPECTION: Installer must examine the substrate and the conditions under which ceramic tile is to be installed and notify the contractor in writing of any conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.02 INSTALLATION

A. Comply with the applicable parts of ANSI 108 Series of tile installation standards included under “American National Standard Specifications for the Installation of Ceramic Tile", and the tile and grout manufacturer's printed instructions, and applicable installation specifications of the Tile Council of America's "Handbook for Ceramic Tile Installation", latest edition.

B. Handle, store, mix and apply proprietary setting and grouting materials in compliance with the manufacturer's instructions.

C. Extend tile Work into recesses and under equipment and fixtures, to form a complete covering without interruptions, except as otherwise shown. Terminate Work neatly at obstructions, edges and corners without disruption of pattern or joint alignment.

D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight, aligned joints. Fit tile closely to electrical outlets, piping, and fixtures so that plates, collars, or covers overlap tile.

3.03 JOINTING PATTERN: Unless otherwise shown, lay tile in grid pattern. Align joints where adjoining tiles on floor, base, walls and trim are the same size. Layout tile Work and center tile fields both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise shown.

3.04 COLOR PATTERN: A simple color pattern shall be provided with approved color chart and sample submittal to Contractor using 3 or less colors on walls and floors.

3.05 CLEANING AND PROTECTION

A. Cleaning: Clean grout and setting materials from face of tile while materials are workable. Leave tiles face clean and free of all foreign matter. Unglazed tile may be cleaned with acid solutions only when permitted by the tile and grout manufacturer's printed instructions, but not sooner than 14 days after installation. Protect metal surfaces, cast iron and vitreous plumbing fixtures from effects of acid cleaning. Flush the surface with clean water before and after cleaning.

B. Finished Tile Work: Leave finished installation clean and free of cracked, chipped, broken, unbonded, or otherwise defective tile Work.

C. Protection: When recommended by tile manufacturer, apply a protective coat of neutral protective cleaner to completed tile walls and floors. Protect installed tile Work by covering with floor protection paper during the construction period to prevent damage and wear. Prohibit all foot and wheel traffic from using tiled floors for 7 days after installation. Before final inspection, remove protective covering and rinse neutral cleaner from all tile surfaces.

END OF SECTION

SECTION 09510 ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Lay-in acoustical panels (2’ by 2’ Grids) for metal ceiling suspension systems.

B. Suspended metal grid system complete with wall trim.

1.02 RELATED SECTIONS

A. Section 07210 – Building Insulation.

B. Section 09250 – Gypsum Board.

C. Section 15010 – Mechanical General.

D. Section 16010 – Basic Electrical Requirements.

1.03 SUBMITTALS

A. Manufacturer's product specifications, samples, and installation instructions for each acoustical ceiling material required, and for each suspension system, including certified laboratory test reports and other data as required to show compliance with these specifications. Include manufacturer's recommendations for cleaning and refinishing acoustical units, including precautions against materials and methods that may be detrimental to finishes and acoustical performances.

1.04 QUALITY ASSURANCE: Installer shall be a company with not less than 3 years of documented successful experience in installation of acoustical ceilings similar to requirements for this Project and acceptable to manufacturer of acoustical units, as shown by current written statement from manufacturer (required for approval).

1.05 PROJECT CONDITIONS

A. Do not install interior acoustical ceilings until the following conditions are met:

1. Space is enclosed and weatherproof.
2. Wet work in space completed and nominally dry.
3. Work above ceilings is completed.
4. Ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.

B. Maintain a light level of a minimum of 50 fc during entire installation.

1.06 PROJECT COORDINATION: It shall be this contractor's responsibility to coordinate with mechanical and electrical trades with respect to their requirements for additional suspension system components. Any additional components required shall be furnished and installed by this contractor.

1.07 MAINTENANCE STOCK: At time of completing installation, deliver stock of maintenance material to Owner. Furnish full size units matching units installed, packaged with protective covering for storage, and identified with appropriate labels. Furnish amount equal to 2 percent of acoustical units and exposed suspension installed.

PART 2 PRODUCTS

2.01 ACOUSTICAL PANELS

A. Provide manufacturer's standard lay-in panels of type recommended by manufacturer for application indicated. Provide sizes shown by reflected ceiling plans or, if not otherwise indicated, 2' by 2' grid-size panels, with white washable finish.

B. Mineral Fiber Acoustical Tile: Provide units with Intersept Antimicrobial solution **(mold and mildew guard)** not less than 5/8-inch thick and of density not less than l0 pounds per cubit foot, medium-coarse non-directional texture, NRC 0.50 to 0.60, CAC 25 to 33, light reflectance over 75 percent. Products offered by manufacturers to comply with requirements include the following:

1. No. 770 Cortega Square Edge; Armstrong World Industries, Inc.
2. Van-157 Vantage 10 Trim Edge ; BPB Celotex
3. No. 560 Fissured Square Edge; U.S. Gypsum Co.

2.02 CEILING SUSPENSION MATERIALS

A. Comply with ASTM C 635, as applicable to type of suspension system required for type of ceiling units indicated. Coordinate with other work supported by or penetrating through ceilings, including light fixtures, HVAC equipment, and partition system (if any). Structural Class of the system shall be intermediate-duty.

B. Attachment Devices: Size for 5 times design load indicated in ASTM C 635, Table l, Direct Hung.

1. Hanger Wires: Galvanized carbon steel, ASTM A 64l, soft temper pre-stretched, yield-stress load of at least 3 times design load, but not less than l2 gage (0.l06 inch).
2. Type of System: Either direct or indirect-hung suspension system, at Contractor's option.
3. System Manufacturer: Same as acoustical unit manufacturer or one of the following:

    a. Chicago Metallic Corp. Donn Corp.
    b. W. J. Haertel Div.; Leslie-Locke.
    c. National Rolling Mills Co. Roblin Building Products Roper.
    d. Eastern Building Systems.

C. Edge Moldings: Manufacturer's standard channel molding for edges and penetrations of ceiling, with single flange of molding exposed, white baked enamel finish unless otherwise indicated.

D. Exposed Suspension System: Manufacturer's standard exposed runners, cross-runners and accessories, or types and profiles indicated, with exposed cross runners coped to lay flush with main runners. Provide uniform factory-applied finish on exposed surfaces of ceiling suspension system, including moldings, trim, and accessories. Use manufacturer's standard baked enamel finish, white unless otherwise selected by Owner.

2.03 MISCELLANEOUS MATERIALS

A. Edge Trim Molding: Metal or extruded PVC plastic, of types and profiles indicated, white finish unless otherwise indicated.

B. Hold-Down Clips: Where required for wind uplift resistance or fire-resistance rating, provide standard spring steel clips, except provide accessible type at locations indicated on drawings.

PART 3 EXECUTION

3.01 COORDINATION: Mechanical and electrical work above suspended ceiling shall be strictly coordinated with the work in this Section.

3.02 EXAMINATION: Installer must examine conditions under which acoustical ceiling work is to be performed and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.03 PREPARATION: Furnish layouts for inserts, clips, or other supports required to be installed by other trades for support of acoustical ceilings. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half width units at borders, and comply with reflected ceiling plans wherever possible.

3.04 INSTALLATION

A. Install materials in accordance with manufacturer's printed instructions, and to comply with governing regulations, fire resistance rating requirements as indicated, and industry standards applicable to the Work.

B. Install suspension systems to comply with ASTM C 636, with hangers supported only from building structural members. Locate hangers near each end and spaced 4 feet along each carrying channel or direct-hung runner, unless otherwise indicated, leveling to tolerance of l/8 inch in l2 feet. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eye-screws, or other devices which are secure and appropriate for substrate, and which will not deteriorate or fail with age or elevated temperatures.

C. Install edge moldings of type indicated at perimeter of acoustical ceiling area and at locations where necessary to conceal edges of acoustical units. Screw-attach moldings to substrate at intervals not over l6 inches on center and not more than 3 inches from ends, leveling with ceiling suspension system to tolerance of l/8 inch in l2 feet. Miter corners accurately and connect securely.

D. Install acoustical panels in coordination with suspension system, with edges concealed by support of suspension members. Scribe and cut panels to fit accurately at borders and at penetrations. Install hold-down clips in areas indicated, and in areas where required by governing regulations or for fire- resistance ratings; space as recommended by panel manufacturer, unless otherwise indicated or required.

3.05 ADJUSTING AND CLEANING

A. Adjust sags or twists which develop in the ceiling system and replace parts that are damaged or faulty.

B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members; comply with manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 09650 RESILIENT FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES: Vinyl Composition Tile (V.C.T.) Flooring, Vinyl Base, and Accessories.

1.02 RELATED SECTIONS

A. Section 07260 – Vapor Retarders (Floor protection paper).

B. Section 09050 – Color Design.

1.03 SUBMITTALS

A. Submit manufacturer's product data and written instructions for recommended installation and maintenance practices for each type of resilient flooring and accessories.

B. Submit complete line of color samples for selection.

1.04 QUALITY ASSURANCE

A. Wherever possible, provide resilient flooring, adhesives, cleaners, polishes and accessories produced by a single manufacturer.

B. Secure the service of an experienced, professional floor service to provide necessary equipment and manpower to complete the Work.

1.05 PROJECT CONDITIONS: Continuously heat areas to receive flooring to 70 degrees F. for at least 48 hours prior to installation, when project conditions are such that heating is required. Maintain 70 degrees F. temperature continuously during and after installation as recommended by flooring manufacturer but not less than 48 hours. Maintain a minimum lighting level of 50 fc during installation.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Mannington Commercial, P.O. Box 12281, Calhoun, GA 30701, Tel. No. (800) 241-2262.

B. Equivalent products by the following manufacturers are acceptable:

1. Armstrong Commercial Flooring, , Lancaster, PA. Tel. No. (800) 292-6308.
2. Azrock Commercial Flooring, Florence, AL. Tel. No. (800) 558-2240

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 TILE FLOORING

A. Vinyl Composition Tile: ASTM F 1066: Composition 1, Class 2, Premium Visual Tile, as manufactured by Mannington Commercial.

B. Size: 12 inches by 12 inches.

C. Thickness: 1/8- inch gage.

D. Color: Color will be selected from manufacturer's full range of Premium colors. Refer to Section 09050 – Color Design.

2.03 ACCESSORIES

A. Provide rubber base complying with ASTM F-1861, Type TP, Group 1 (solid) Standard Specification for Resilient Wall Base, with matching end stops and preformed or molded corner units. Base shall be 4 inches high, 0.125-inch gage, length 120 feet, standard top-set cove.

B. Resilient Edge Strips: 1/8-inch thick, homogenous vinyl of rubber composition, tapered or bullnose edge, color to match flooring, or will be selected from standard colors available; not less than 1 inch wide.

C. Adhesives (Cements): As recommended by flooring manufacturer to suit material and substrate conditions.

D. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION: Installer shall examine the areas and conditions under which resilient flooring and accessories are to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.02 PREPARATION

A. Acclimate tile and base to job site conditions for at least 48 hours prior to installation. Prior to laying flooring, broom clean or vacuum surfaces to be covered and inspect subfloor. Start of flooring installation indicates acceptance of subfloor conditions and full responsibility for completed Work.

B. Use leveling compound as recommended by flooring manufacturer for filling small cracks and depressions in subfloors.

C. Perform moisture tests on concrete slabs to determine that concrete surfaces are sufficiently cured and ready to receive flooring. Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive.

3.03 INSTALLATION

A. Install flooring after finishing operations, including painting, have been completed and permanent-heating system is operating. Moisture content of concrete slabs, building air temperature and relative humidity must be within limits recommended by flooring manufacturer.

B. Place flooring with adhesive cement in strict compliance with manufacturer's recommendations. Butt tightly to vertical surfaces, thresholds, nosings and edgings. Scribe around obstructions to produce neat joints, laid tight, even, and straight. Extend flooring into toe spaces, door reveals, and into closets and similar openings.

C. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.

1. Install flooring on covers for telephone and electrical ducts, and other such items as occur within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed in these covers.
2. Tightly cement edges to perimeter of floor around corners and to corners. Tightly cement flooring to subbase without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections.

D. Tile Flooring: Lay tile from center marks established with principal walls, discounting minor off-sets, so that tile at opposite edges of the room are of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Lay tile square to room axis, unless otherwise shown. Match tiles for color and pattern by using tile from cartons in the same sequence as manufactured and packaged. Cut tile neatly to and around all fixtures. Broken, cracked, chipped or deformed tiles are not acceptable.

1. Tightly cement tile to subbase without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks through tile, or other surface imperfections.
2. Lay tile with grain in all tiles running in the same direction.

E. Accessories: Apply resilient base to walls, columns, pilaster, casework and other permanent fixtures in rooms or areas where base is required. Install base in as long lengths as practicable (continuous between openings and wall to wall), with preformed corner units. Tightly bond base to backing throughout the length of each piece, with continuous contact at horizontal and vertical surfaces. Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at all unprotected edges of flooring, unless otherwise shown.

3.04 PATTERN: A simple color pattern shall be provided to Contractor with approved color chart and sample submittal using 3 or less colors.

3.05 CLEANING AND PROTECTION

A. Initial Cleaning: Remove excess adhesive or other surface blemishes, using neutral type cleaners as recommended by flooring manufacturer.

B. Maintenance Immediately After Installation:

1. Do not wash or scrub the floor for 5 days after installation to allow the floor tiles to bond to the underlayment / subfloor.
2. Keep heavy furniture and equipment off the floor at least 48 hours to allow the adhesive to set.
3. Sweet or vacuum thoroughly, and remove residual adhesive with a clean white cloth dampened with cleaners as recommended by flooring manufacturer.
4. Apply 3 coats of manufacturers recommended high-quality cross-linked acrylic floor polish, allowing 60 minutes drying time between applications.

C. Protection: Protect installed flooring from damage by covering with floor protection paper.

D. Finishing: After completion of project and just prior to final inspection of Work, scrub the floor using a good quality non-alkaline cleaner and a floor machine of 170-250 rpm equipped with a green or blue scrubbing pad.

1. Thoroughly rinse the floor (avoid flooding the floor) and allow the floor to dry completely.
2. Apply 3 coats of manufacturers recommended high-quality, cross-linked acrylic floor polish, allowing 60 minutes between applications.
3. After polish is completely dry, spray buff using a diluted (7 - 8 percent solids) floor polish. Before the liquid is dry, buff with a floor machine equipped with a white or tan buffing pad or a soft brush at 170-700 rpm. Buff until the liquid is dry and a thin glossy film remains.
4. Protect completed Work from traffic and damage until acceptance by the Owner.

END OF SECTION

SECTION 09900 PAINTS AND COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Painting and finishing of exterior and interior exposed items and surfaces throughout the project, except as otherwise indicated. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified under other Sections of the Work.

B. The Work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under the mechanical and electrical Work, except as otherwise indicated.

C. "Paint" means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

D. Paint all exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the MDOT Architect will select these from standard colors available for the materials system specified.

1.02 PAINTING NOT INCLUDED: The following categories of Work are not included as parts of the field-applied finish Work, or are included in other Sections of these Specifications.

A. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various Sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated or factory-built mechanical and electrical equipment or accessories.

B. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) plastic toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixture, switch-gear and distribution cabinets, elevator entrance frames, door and equipment.

C. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundations spaced, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.

D. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.

E. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated. Do not paint over any code-required labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.03 RELATED SECTIONS: Section 09050 – Color Design.

1.04 SUBMITTALS

A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.

B. Samples: Submit color samples for selection by MDOT Architect from full range of colors.

1.05 QUALITY ASSURANCE: On actual wall surfaces and other exterior and interior building components, duplicate painted finishes as specified. On at least 100 sq. ft. of surface as directed, provide full-coat finish samples until required sheen, color and texture is obtained; simulate finished lighting conditions for review of in-place Work.

1.06 DELIVERY AND STORAGE: Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Name or title of material.
2. Fed. Spec. Number, if applicable.
3. Manufacturer's stock number and date of manufacturer.
4. Manufacturer's name.
5. Contents by volume, for major pigment and vehicle constituents.
6. Thinning instructions.
7. Application instructions.
8. Color name and number.

1.07 PROJECT CONDITIONS

A. Apply water-base paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F. and 90 degrees F. unless otherwise permitted by the paint manufacturer's printed instructions.

B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 45 degrees F. and 95 degrees F. unless otherwise permitted by the paint manufacturer's printed instructions.

C. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instruction. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by The Sherwin-Williams Company, 101 Prospect Avenue NW, Cleveland, OH 44115. Tel: (800) 321-8194, Fax: (216) 566-1392, www.sherwin-williams.com.

B. Equivalent products by the following manufacturers are acceptable:

1. Benjamin Moore & Company, Montvale, NJ. Tel. (800) 344-0400.
2. Devoe Cleveland, OH. Tel. (888) 265-6753.

3. Farrell-Calhoun Paint, Memphis, TN. Tel. (901) 526-2211.
4. ICI Dulux Paints, Cleveland, OH. Tel. (800) 984-5444.
5. PPG Architectural Finishes, Inc., Pittsburgh, PA. Tel. (800) 441-9695.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures

2.02 COLORS AND FINISHES

A. Paint colors, surface treatments, and finishes will be selected from color chips submitted by contractor. Prior to beginning Work, the MDOT Architect will select color chips for surfaces to be painted. Use representative colors when preparing samples for review. Final acceptance of colors will be from samples.

B. Color Pigments: Pure, non-fading, applicable types to suit the substrates and service indicated. Lead content in the pigment, if any, is limited to contain not more than 0.5 percent lead, as lead metal based on the total non-volatile (dry-film) of the paint by weight.

C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coats system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials provided for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primer or remove and reprime as required. Notify the Project Engineer / MDOT Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

2.03 MATERIAL QUALITY

A. Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best grade product will **Not** be acceptable. Proprietary names used to designate colors or materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers.

B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

2.04 PAINT SYSTEMS: Provide the following paint systems for the various substrates, as indicated.

A. Exterior Paint Systems are as follows:

1. Ferrous and Zinc Coated Metal
   (First coat may not be required on items that are shop primed.)
   1st Coat: S-W DTM Acrylic Primer/Finish, B66W1
   (6 mils wet, 3 mils dry)
   2nd Coat: S-W DTM Acrylic Semi-Gloss Coating, B66-200 Series
   3rd Coat: S-W DTM Acrylic Semi-Gloss Coating, B66-200 Series
   (2-4 mils dry per coat)

B. Interior Paint Systems are as follows:

1. Gypsum Drywall
   1st Coat: S-W PrepRite® 200 Latex Primer, B28W200
   (4 mils wet, 1.2 mils dry)
   2nd Coat: S-W ProMar® 200 Alkyd Semi-Gloss, B34W200 Series
   3rd Coat: S-W ProMar® 200 Alkyd Semi-Gloss, B34W200 Series
   (4 mils wet, 1.7 mils dry per coat)
2. Gypsum Drywall (in wet areas)
   1st Coat: S-W PrepRite® 200 Latex Primer, B28W200
   (4 mils wet, 1.2 mils dry)
   2nd Coat: S-W Tile-Clad® HS Epoxy, B62WZ100 Series
   3rd Coat: S-W Tile-Clad® HS Epoxy, B62WZ100 Series
   (2.5-4 mils dry per coat
3. Concrete Masonry Units (Enamel)
   Apply filler coat at a rate to ensure complete coverage with all pores filled. Not less than 4.0 mils dry film thickness, excluding first coat.
   1st Coat: S-W Heavy Duty Block Filler, B42W46
   (50 - 80 sq ft/gal)
   2nd Coat: S-W ProMar® 200 Alkyd Semi-Gloss, B34W200 Series
   3rd Coat: S-W ProMar® 200 Alkyd Semi-Gloss, B34W200 Series
   (4 mils wet, 1.7 mils dry per coat)
4. Ferrous and Zinc Coated Metal
   (First coat may not be required on items that are shop primed.)
   1st Coat: S-W DTM Acrylic Primer/Finish, B66W1
   (6 mils wet, 3 mils dry)
   2nd Coat: S-W DTM Acrylic Semi-Gloss Coating, B66-200 Series
   3rd Coat: S-W DTM Acrylic Semi-Gloss Coating, B66-200 Series
   (2-4 mils dry per coat)
6. Painted Woodwork
   1st Coat: S-W PrepRite® Wall & Wood Oil Primer/Undercoater, B49
   (4 mils wet, 2 mils dry)
   2nd Coat: S-W ProMar® 200 Alkyd Semi-Gloss, B34W200 Series
   3rd Coat: S-W ProMar® 200 Alkyd Semi-Gloss, B34W200 Series
   (4 mils wet, 1.7 mils dry per coat)
7. Stained Woodwork
   1st Coat: S-W Wood Classics Oil Stain, A49 Series
   (450-500 sq ft/gal)
   2nd Coat: S-W Wood Classics Polyurethane Varnish, A67 Series
   3rd Coat: S-W Wood Classics Polyurethane Varnish, A67 Series
   (350-400 sq ft/gal

PART 3 EXECUTION

3.01 EXAMINATION

A. Applicator must examine the areas and conditions under which painting Work is to be applied and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator. Starting of painting Work will be construed as the Applicator's acceptance of the surfaces and conditions within any particular area.

B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION: Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, re-install the removed items by workmen skilled in the trades involved. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Schedule the cleaning and painting so that contaminates from the cleaning process will not fall onto wet, newly painted surfaces.

A. Ferrous Metals:

1. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
2. Touch-up shop-applied prime coats wherever damaged or bare, where required by other Sections of these Specifications. Clean and touch-up with the same type shop primer.

B. Galvanized Surfaces: Clean free of oil and surface contaminants with acceptable non-petroleum based solvent.

C. Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of the priming coat.

1. Prime, stain, or seal wood required being job-painted, immediately upon delivery to job. Prime edges, ends, faces, under sides, and backsides of such wood, including cabinets, counters, cases, paneling, etc. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dry.
2. When transparent finish is required, use spar varnish for backpriming. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to project.

3.03 MATERIALS PREPARATION: Mix and prepare painting materials in accordance with manufacturer's directions. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.

3.04 APPLICATION

A. Apply paint in accordance with the manufacturer's directions. Use applicators and techniques best suited for the substrate and type of material being applied. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

B. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint. Paint the back- sides of access panels, and removable or hinged covers to match the exposed surfaces.

C. Finish exterior doors on tops, bottoms and side edges the same as the exterior faces, unless otherwise indicated.

D. Sand lightly between each succeeding enamel or varnish coat.

E. Omit the first coat (primer) on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated or barrier coat is required for compatibility.

F. Scheduling Painting: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

G. Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

H. Mechanical and Electrical Work: Painting of mechanical and electrical Work is limited to those items exposed in mechanical equipment rooms and in occupied spaces.

1. Mechanical items to be painted include, but are not limited to, the following:

a. Piping, pipe hangers, and supports.
b. Heat exchangers.
c. Tanks.
d. Ductwork.
e. Motor, mechanical equipment and supports.
f. Accessory items.

2. Electrical items to be painted include, but are not limited to, the following;

a. Conduit and fittings.
b. Switchgear.

I. Prime Coats: Apply a prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

J. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.

K. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise indicated.

L. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint Work not in compliance with specified requirements.

3.05 CLEANING AND PROTECTION

A. Cleaning: During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

B. Protection: Protect Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Correct any damage by others for protection of their Work, after completion of painting operations. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION

SECTION 10100 VISUAL DISPLAY BOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES: Visual display boards as shown on Drawings. Type specified in this section includes tackboard.

1.02 RELATED SECTIONS: Section 09050 – Color Design.

1.03 SUBMITTALS: Submit manufacturer's technical product data and installation instructions for each material and component part, including data substantiating that materials comply with requirements.

A. Samples: Submit full range of color samples for tackboard, surface, trim and accessories required. Provide 12-inch square samples of sheet materials and 12-inch lengths of trim members for color verification after selections have been made.

B. Shop Drawings: Submit sections of typical trim members and dimensioned elevations. Show anchors, grounds, reinforcement, accessories, and installation details.

1.04 QUALITY ASSURANCE

A. Fire Hazard Classification: Provide tackboard surfaces which have been tested in accordance with ASTM E-84 and have been certified as complying with the following fire hazard classifications: Flame spread not more than 25. Fuel contributed not more than 25. Smoke developed not more than 25.

B. Field Measurements: Take field measurements prior to preparation of Shop Drawings and fabrication where possible, to ensure proper fitting of Work. However, allow for trimming and fitting wherever taking of field measurements before fabrication might delay Work.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Claridge Products and Equipment, Inc., P.O. Box 910, Harrison, AR 72602. Tel. (870) 743-2200.

B. Equivalent products by the following manufacturers are acceptable:

1. Draper, Inc., Spiceland, IN. Tel. (765) 987-7999.
2. March Industries, Inc., Dover, OH. Tel. (330) 343-8825.
3. Multi-Visual Products, Columbus, OH. Tel. (614) 268-6160.
4. NACO, Corona, CA. Tel. (909) 340-2800.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures

2.02 MATERIALS: Tackboard: Equal to Claridge Series # 1 type “CO” factory built tackboard with 1/4 inch Cork on 1/4 inch Hardboard, color will be selected from manufacturer’s standards. Size shall be 4 feet by 6 feet.

PART 3 EXECUTION

3.01 EXAMINATION: Installer shall examine areas and conditions under which units are to be installed and notify Contractor in writing of conditions detrimental to proper and timely completion of Work. Do not proceed with Work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION: Deliver factory-built units completely assembled in one piece without joints. Install units in locations and mounting heights as shown on Drawings and in accordance with manufacturer's instructions, keeping perimeter lines straight, plumb, and level. Provide all grounds, clips, backing materials, adhesives, brackets, anchors, trim, and accessories for complete installation.

3.03 CLEANING: Clean units in accordance with manufacturer's instructions.

END OF SECTION

SECTION 10400 IDENTIFICATION DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES: Signage for room identification system and exterior individual building signage.

1.02 RELATED SECTIONS: Section 09050 – Color Design.

1.03 SUBMITTALS: Submit manufacturer's technical data and installation instructions for each type of sign required.

A. Samples: Submit samples of each color and finish of exposed materials and accessories required for specialty signs. Review of samples will be for color and texture only. When requested, furnish full-size samples of specialty sign materials.

B. Shop Drawings: Submit Shop Drawings for fabrication and erection of specialty signs. Include plans, elevations, and large-scale details of sign wording and lettering layout. Show anchorage and accessory items. Furnish location template drawings for items supported or anchored to permanent construction.

1.04 QUALITY ASSURANCE: Provide each type of sign as a complete unit produced by a single manufacturer including necessary mounting accessories, fittings and fastenings.

1.05 DELIVERY, STORAGE, AND HANDLING: Deliver components correctly packed to prevent damage. Store in secure area out of weather. Handle per manufacturer’s instructions.

1.06 WARRANTY: Provide manufacturer’s standard one-year warranty covering manufacturing defects.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by ASI Sign Systems, Inc., 3890 W. NW Hwy, Suite 102, Dallas, TX 75220. Tel. (800) 274-7732.

B. Equivalent products by the following manufacturers are acceptable:

1. Matthews International Corp., Pittsburgh, PA. Tel. (800) 628-8439.
2. Metal Arts, Mandan, ND. Tel. (701) 663-6535.
3. Mohawk Sign Systems, Inc., Schenectady, NY. Tel. (518) 370-3433.
4. Scott Sign Systems, Inc., Sarasota, FL. Tel. (800) 237-9447.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures

2.02 SIGN SYSTEM

A. Exterior signage: Wall mounted LC Series, Helvetica and Helvetica Medium styles, size of letters as shown on Drawings.

B. Interior signage: Wall or desktop mounted WS Series with rounded corners. Design so that paper insert can be installed from each end.

2.03 COMPONENTS – EXTERIOR SIGNAGE

A. Material: Cast aluminum, projected mount with sleeve and stud.

B. Finish: Baked enamel in manufacturer's standard color.

2.04 COMPONENTS – INTERIOR SIGNAGE

A. Window Inserts: Laser printed paper insert with MDOT watermark. Text to be furnished by Owner.

B. Sign Face: Clear Acrylic, 0.080-inch thick, matte first surface.

C. Adhesive: Pressure sensitive, adhesive film on second surface.

D. Insert Guide Rails: 0.040-inch thick vinyl tape.

E. Tactile Laminate: Polyamid Resin.

F. Laminating Base: Acrylic, 0.080-inch thick.

G. Fasteners: 0.030- inch thick, double-face tape.

H. Stand: Clear Acrylic, 0.080-inch thick.

I. Sizes as follows:

1. Type 1: 10 inches wide by 3 inches high with 2" x 7 1/2" view window.
2. Type 2: 6 inches wide by 9 inches high with 6" x 6" view window.

2.05 BRAILLE AND TACTILE COPY: Comply with requirements of the Americans with Disabilities Act. Tactile copy to be raised 1/32-inch minimum from sign first surface by manufacturer's photomechanical stratification processes. Translation of copy into Braille shall be the responsibility of the manufacturer.

2.06 FINISHES – INTERIOR SIGNAGE

A. Colors: Selected from manufacturer's standard.

B. Surface Texture: Matte.

2.07 FONT: Shall be Helvetica Medium, unless noted otherwise.

PART 3 EXECUTION

3.01 EXAMINATION: Installer shall examine the substrates and conditions under which the specialty signs are to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.02 INSTALLATION

A. Install sign units and components at the locations shown or scheduled, securely mounted with concealed theft-resistant fasteners, unless otherwise indicated. Attach signs to substrates in accordance with the manufacturer's instructions, unless otherwise shown.

B. Install level, plumb, and at the proper height. Cooperate with other trades for installation of sign units to finish surfaces. Repair or replace damaged units as directed by the Project Engineer.

C. Position interior sign on wall surface 2 inches from strike side of doorframe and 60 inches high to center of sign from finish floor, typical unless indicated otherwise.

3.03 SCHEDULES

A. Sign Type 1: Lobby
Interrogation Room
Office
Control Room
Storage
Janitor Closet
Mechanical
Electrical

B. Sign Type 2: Toilets

END OF SECTION

SECTION 10500 LOCKERS

PART 1 GENERAL

1.01 SECTION INCLUDES: Locker units with hinged doors, closed metal bases, sloped tops, filler panels, accessories and hardware.

1.02 REFERENCES

A. ANSI/ASTM A446 – Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality.

B. ANSI/ASTM A526 – Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Commercial Quality.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's installation instructions and product data on locker types, sizes and accessories.

B. Shop Drawings: Submit shop drawings indicating locker plan layout, numbering plan, key codes, sizes and configurations.

C. Color Selection: Provide samples of materials, texture, colors and finishes available for Project Engineer / MDOT Architect's selection.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Penco Products, Inc., 99 Brower Ave, Oaks, PA 19456. Tel. (800) 562-1000.

B. Equivalent products by the following manufacturers are acceptable:

1. Art Metal Products, Deerfield, FL. Tel. (800) 252-5633.
2. Lyon Metal Products, Aurora, IL. Tel. (800) 323-0082.
3. Republic Storage System Co, Inc., Canton, OH .Tel. (800) 477-1255.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 SELECTED UNIT: Vanguard Model 6231V Double Tier Locker with standard louvered doors. Size: 72" overall height x 12" width x 12" depth. Provide closed bases.

2.03 MATERIALS: All parts shall be made from prime grade mild cold rolled sheet steel free from surface imperfection, and capable of taking a high grade enamel finish.

2.04 ACCESSORIES: Each locker tier shall have chrome plated zinc alloy die-cast case and door handle, door latch channel assembly, polished aluminum number plate (2-1/4 inches wide x 1 inch high with 3/8 inch high black etched numerals), three single-prong wall hooks and one double-prong ceiling hook.

2.05 FINISHES

A. Chemically pretreat metal with a six stage cleaning phosphatizing and metal preparation process. Finish coat shall be hot airless electrostatically applied baked on enamel.

B. Paint locker bodies and doors in colors as selected by the Project Engineer/ MDOT Architect from manufacturer's standard range of 17 colors.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install metal lockers at location show on Drawings in accordance with manufacturer's instructions for plumb, level, and flush installation.

B. Secure lockers with anchor devices to suit substrate materials. Minimum pullout force: 100 lbs. Bolt adjoining locker units together to provide rigid installation.

C. Install bases, end panels, filler panels, sloped tops, and accessories.

3.02 ADJUSTING: Adjust doors and latches to operate without binding. Verify that latches are operating satisfactorily.

3.03 TOUCH UP: Touch up all marred finish with factory supplied paint. Color shall match finished product.

3.04 CLEANING: Remove all protective packing and stuck-on advertisements. Clean locker interior and exterior surfaces.

END OF SECTION

SECTION 10525 FIRE EXTINGUISHERS

PART 1 GENERAL

1.01 SECTION INCLUDES: Portable, multi-purpose, dry-chemical fire extinguishers, including cabinets, accessories and mounting brackets.

1.02 SUBMITTALS: Submit manufacturer's technical product data and installation instructions for all portable fire extinguishers required.

1.03 QUALITY ASSURANCE: Provide new portable fire extinguishers which are UL listed and bear UL "Listing Mark" for each type, rating, and classification of extinguisher indicated.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by J.L. Industries, Inc., 4450 W. 78th Street Circle, Bloomington, MN 55435. Tel. (612) 835-6850. .

B. Equivalent products by the following manufacturers are acceptable:

1. Amerex Corp., Trussville, AL. Tel. (205) 655-3271.
2. Larsen's Mfg. Co., Minneapolis, MN. Tel. (612) 571-1181
3. Potter-Roemer, Santa Ana, CA. Tel. (800) 366-3473.

C. Substitutions shall fully comply with specified requirements and Section 01630 - Product Options and Substitution Procedures.

2.02 FIRE EXTINGUISHERS

A. Provide fire extinguishers for each location indicated, in colors and finishes that comply with requirements of governing authorities.

B. Multi-Purpose Dry Chemical for Cabinet Mounting: Equal to J.L. Industries Cosmic 10E, UL rated 4A-60BC, 10 lb. nominal capacity.

2.03 MOUNTING BRACKETS: Provide manufacturer's standard bracket designed to prevent accidental dislodgment of extinguisher, of proper size for type and capacity of extinguisher indicated, in manufacturer's standard plated finish.

2.04 EXTINGUISHER CABINETS: Equal to J.L. Industries Cosmopolitan 1032F12 with ADAC option. Provide Fire-FX option where located in a fire rated wall. Cabinet shall accommodate the Cosmic 10E extinguisher. Provide black die-cut letters, vertical.

PART 3 EXECUTION

3.01 INSTALLATION: Install items included in this section in locations and at mounting heights indicated, or if not indicated, at heights to comply with applicable regulations of governing authorities.

A. Securely fasten mounting brackets to structure, square and plumb, to comply with manufacturer's instructions.

B. Fire Extinguisher units shall be mounted in exposed locations indicated, or if not indicated, in a manner such that no point in the building will be further than 75 feet from an extinguisher.

C. Check all cabinets for scratched, nicked, and other surface defects. Cabinets with these conditions shall be repaired or replaced.

3.02 CLEANING AND PROTECTION: At completion of installation, clean surfaces in accordance with manufacturer's instructions. Protect units from damage until acceptance by Owner.

END OF SECTION

SECTION 10810 TOILET ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES: The extent of each type of toilet accessory is shown on the Drawings and Schedules, unless otherwise indicated. The type of toilet accessories required include the following:

1. Mirrors
2. Toilet Paper Dispenser
3. Grab Bars
4. Soap Dispensers
5. Paper Towel Dispenser
6. Clothes Hook
7. Mop Holder

1.02 SUBMITTALS: Submit manufacturers product and technical data indicating compliance with these specifications and Shop Drawings for the fabrication and installation of all toilet accessories. Show all anchorage and other necessary items including mounting heights.

1.03 QUALITY ASSURANCE: Provide products of the same manufacturer for each type of accessory unit and for units exposed in the same areas, unless otherwise acceptable to the Project Engineer / MDOT Architect. Stamped names or labels on exposed faces of units will not be permitted, except where otherwise indicated.

1.04 DELIVERY, STORAGE AND HANDLING: Upon receipt of toilet accessories and other materials, installer shall examine the shipment for damage and completeness. Materials shall be stored in a clean, dry place. Stack all materials to prevent damage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Bradley Washroom Accessories Division, P.O. Box 309, Menomonee Falls, WI 53051. Tel. (414) 354-0100.

B. Equivalent products by the following manufacturers are acceptable:

1. A & J Washroom Accessories, 319 Temple Hill Road, New Windsor, NY 12553.
2. American Specialties, Inc., 441 Saw Mill River Road, Yonkers, NY 10701.
3. Bobrick Washroom Equipment, Inc., 225 Bobrick Drive, Jackson, TN 38301.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 ACCESSORIES

A. Mirrors: Provide 1/4 inch polished plate glass, electrolytically plated mirrors with 1/2 inch stainless steel channel frame. Mirrors shall be 24 inches by 36 inches equal to Bradley model 750-2436. Locate at each toilet lavatory mounted in locations shown.

B. Toilet Paper Dispenser: Provide surface mounted stainless steel multi-roll toilet tissue dispenser equal to Bradley model 5402. Locate at each toilet at locations shown.

C. Grab Bars: Provide 1-1/2 inches diameter horizontal 2 wall stainless steel grab bars with safety-grip non-slip finish and concealed mounting equal to Bradley model 8122-059, 36 inches by 52 inches standard dimensions. Locate at toilets where indicated at heights shown. Contractor has option to use one 36-inch grab bar and one 42-inch grab bar, but installation must meet all ADA requirements.

D. Soap Dispensers: Provide surface mounted liquid type stainless steel soap dispenser units equal to Bradley model 6542. Locate at each lavatory at heights shown.

E. Paper Towel Dispenser: Provide surface mounted stainless steel paper towel dispensers equal to Bradley model 250-15. Locate at each area with lavatory/sink where shown and at height shown.

F. Clothes Hook: Provide surface mounted stainless steel hook equal to Bradley model 9135 at each toilet room door.

G. Mop Holder: Provide surfaced mounted stainless steel mop and broom holder equal to Bradley model 9933. One piece construction with welded gusset and hooks. Holder consist of spring activated rubber cams on plated steel retainers. Unit measures 14 inches high by 34 inches long, with 4 hooks and 3 holders. Shelf projects 8 inches. Locate at each service sink at height shown.

PART 3 EXECUTION

3.01 EXAMINATION: Installer shall examine the areas and conditions under which toilet accessories are to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Use concealed fastenings wherever possible. Provide anchors, bolts and other necessary anchorage, and attach accessories securely to walls and partitions in locations as shown or directed. Install concealed mounting devices and fasteners fabricated of the same material as the accessories, or of galvanized steel, as recommended by manufacturer.

B. Install exposed mounting devices and fasteners finished to match the accessories. Provide theft-resistant fasteners for all accessory mountings. Secure toilet room accessories in accordance with the manufacturer's instructions for each item and each type of substrate construction.

C. Installation shall meet all ADA requirements including proper mounting heights.

3.03 CLEANING AND PROTECTION: At completion of installation, clean surfaces in accordance with manufacturer’s instructions. Protect units from damage until acceptance by Owner

END OF SECTION

SECTION 10900 WARDROBE AND CLOSET SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES: Wall mounted tubular steel coat racks.

1.02 RELATED SECTIONS: Section 06100 – Rough Carpentry.

1.03 SUBMITTALS: Submit manufacturer's product data and installation instructions.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Raymond Engineering, Inc., 704 Vandalia St., St. Paul, MN 55114. Tel. (800) 365-5770.

B. Equivalent products by the following manufacturers are acceptable:

1. A.J. Binns Ltd., South Burlington, VT. Tel: (802) 655-7502.
2. Magnuson Group Inc., Woodridge, IL. Tel: (800) 342-5725.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 COAT RACK: Equal to Rigid-Rak Model 315.

2.03 MATERIALS

A. Brackets (3 req'd per rack) are 1-1/8 inch sq. tubing with mitered angle and hidden weld.

B. Shelf tubes (3 required per rack) are 3 /4 inch round steel tube.

C. Accessories: Model 913 hooks (12 required per rack) mounted on alternate tubes.

D. Finish: Bright commercial nickel chrome.

E. Size: 5 feet long by 12 -1/4 inches deep.

PART 3 EXECUTION

3.01 INSTALLATION: Install units plumb and level, at locations shown on Drawings. Securely attach to supporting structure using concealed wood blocking in wall, in accordance with manufacturer's installation instructions.

3.02 CLEANING AND PROTECTION: At completion of installation, clean surfaces in accordance with manufacturer's instructions. Protect units from damage.

END OF SECTION

SECTION 11455 RESIDENTIAL APPLIANCES AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES: Residential appliances as shown on the Drawings and as specified herein.

1.02 SUBMITTALS: Submit manufacturer's brochures, technical data, installation, maintenance and operating instructions for each item and component part specified, including data substantiating that materials comply with requirements.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Equivalent products by the following manufacturers are acceptable:

1. GE Appliances, Louisville, KY. Tel. (800) 626-2000.
2. Magic Chef Co., Cleveland, TN. Tel. (423) 472-3371.
3. Sears Contract Sales, Hoffman Estates, IL. Tel. (847) 286-2994.
4. Whirlpool Corp., Benton Harbor, MI. Tel. (800) 253-1301.

B. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 REFRIGERATOR: 4.3 cubic feet capacity, under-counter type equal to Whirlpool Model EL05CCXJW, White.

2.03 MICROWAVE: 1.5 cubic foot oven cavity, 1200 watts equal to Whirlpool Model MT4155SPQ, White.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install units plumb and level, in locations and with mountings as shown. Securely attach to supporting structure with concealed fasteners, in accordance with manufacturer's installation instructions.

B. Verify all electrical hook-ups required by the appliances specified prior to rough-in.

3.03 CLEANING AND PROTECTION: At completion of installation, clean surfaces in accordance with manufacturer's instructions. Protect units from damage until acceptance by Owner.

END OF SECTION

SECTION 12485 FLOOR MATS

PART 1 GENERAL

1.01 SECTION INCLUDES: Metal-rails, tapered vinyl-frame, surfaced mounted, removable, carpeted floor mats for Building Entrances.

1.02 RELATED SECTIONS: Section 09050 – Color Design.

1.03 SUBMITTALS

A. Product Data: Submit manufacturers' product and technical data indicating compliance with these specifications and recommended maintenance practices.

B. Shop Drawings: Submit materials description, component dimensions and details. Show plan view that clearly indicates traffic direction and size of mat.

C. Colors: Submit samples of manufacturer's full range of available colors (minimum 20 for carpet) and finishes for materials exposed to view.

1.04 QUALITY ASSURANCE

A. Single Source: All floor mats required by this Section shall be products of only one manufacturer.

B. Manufacturer : Company regularly engaged in producing types of floor mats required by this Section and with minimum 10 years documented satisfactory experience

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Construction Specialties, Inc. P.O. Box 380, Muncy, PA 17756. Tel. (888) 834-4455.

B. Other acceptable manufacturers offering equivalent products:

1. Arden Architectural Specialties, Inc., Saint Paul, MN. Tel. (651) 631-1607.
2. J.L. Industries, Inc., Bloomington, MN. Tel. (612) 835-6850.
3. R. C. Musson Rubber Co., Akron, OH. Tel. (330) 773-7651.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 FLOOR MATS: C/S "Pedimat" Surface-Mounted Floor Mat, Model M1-D-CP-SM.

A. Size: 6 feet wide by 4 feet deep (traffic direction) at double doors; 3'-4" wide by 4 feet deep (traffic direction) at single door.

B. Carpet tread: Colorfast, solution dyed 100% nylon tread, fusion bonded to rigid two-ply backing. Carpet fiber shall contain an antimicrobial additive and "Scotchgard" soil reducing treatment.

C. Carpet Color: Will be selected from full range of standard colors.

D. Rails: Extruded aluminum 6063-T52, will be selected from full range of standard colors

E. Frame: Tapered vinyl with mitered corners and color to match rails.

PART 3 EXECUTION

3.01 INSTALLATION: Install units level, in locations as shown or described. Install mats after Final Cleaning of Project Floor.

3.02 CLEANING AND PROTECTION: At completion of installation, clean surfaces in accordance with manufacturer's instructions. Protect units from damage until acceptance by Owner.

END OF SECTION

SECTION 12495 WINDOW BLINDS

PART 1 GENERAL

1.01 SECTION INCLUDES: Horizontal blinds at exterior windows / storefronts.

1.02 RELATED SECTIONS: Section 09050 – Color Design.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's specifications and installation instructions for each type of blind unit required. Include methods of installation for each type of opening and supporting structure. Transmit copy of instructions and recommendations to the installer.

B. Samples: Submit samples of each exposed metal finish, cords, tapes and tassels required. Architect's review of samples will be for design, color, and finish only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

1.04 QUALITY ASSURANCE: Provide each blind as a complete unit produced by one manufacturer, including hardware, accessory items, mounting brackets, and fastenings. Unless otherwise acceptable to the Project Engineer, furnish all blind units by one manufacturer for the entire project.

PART 2 PRODUCTS

2.01 MANUFACTURER

A. Drawings and specifications are based on products manufactured by Hunter Douglas, Inc., 2 Park Way, Upper Saddle River, NJ 07458. Tel. (800) 727–8953.

B. Other Acceptable manufacturers offering equivalent products:

1. Levolor Home Fashions Contract Division, High Point, NC. Tel. (336) 812-8181.
2. Springs Window Fashions Division, Inc., Montgomery, PA. Tel. (570) 547-6671.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

2.02 PRODUCTS: Hunter Douglas Commercial Lightlines Aluminum Blinds 1” de-Light Model DL88. Color will be selected from manufacturer’s full line of standard colors.

2.03 MATERIALS AND COMPONENTS

A. Manufacturer's standard head rail, channel-shaped section fabricated from minimum 0.040 inch thick aluminum. Increase metal thickness as recommended by the manufacturer for large blind units. Cross-brace for extra rigidity. Furnish complete with tilting mechanism, top and end brace, top cradle, cord lock, and accessory items required for the type of blind and installation indicated.

B. Bottom Rail: Manufacturer's standard tubular steel bottom rail designed to withstand twisting or sagging. Contour top surface to match slat curvature, with flat or slightly curved bottom. Close ends with manufacturer's standard metal or plastic end caps of the same color as rail. Finish rails the same color as slats, unless otherwise indicated.

C. Slats: Manufacturer's standard, spring tempered aluminum slats not less than 0.008 inches thick. Provide l inch narrow slats, with other components sized to suit.

D. Braided Ladders: Manufacturer's standard polyester support cords with integrally braided ladder rungs. Provide cord size and rung spacing as required for each type of blind shown.

E. Tilter: Manufacturer's standard enclosed, lubricated, tilting mechanism which will tilt and securely hold the tilting rod, slats and bottom rail at any set angle. Furnish wand (or rod) type tilter consisting of standard tilter mechanism adopted for rotating wand operation. Furnish manufacturer's standard plastic or aluminum rod of proper length to suit blind installation.

F. Cords: Manufacturer's standard braided polyester cord, sized to suit blind type, equipped with soft-molded plastic rubber or composition tassels securely attached to each cord end.

1. Cord Locks: Provide manufacturer's standard cord locks for each type of blind.
2. Cord Equalizers: Nylon, self-aligning type, designed to maintain horizontal blind position.

G. Hardware: Furnish manufacturer's standard brackets, supports and internal reinforcement as required to suit blind type and size. Finish exposed hardware and accessories to match rail color.

H. Finish: Prime aluminum slats with chromate conversion coating, followed by manufacturer's standard glass-smooth, baked-on synthetic resin enamel finish.

2.04 FABRICATION AND OPERATION: Prior to fabrication, verify actual opening dimensions by accurate site measurements. Adjust blind dimensions for proper fit in all openings. Fabricate components of blinds from non-corrosive, non-staining, non-fading materials which are completely compatible with each other, and which do not require lubrication during normal expected life.

A. Fabricate blind units to completely fill the openings as indicated, from head to sill and jamb to jamb. Space supporting tapes or cords in accordance with manufacturer's standards, unless otherwise indicated. Space louver blades (slats) to provide overlap for light exclusion when in the fully closed position.

B. Equip blind units, unless otherwise indicated, for the following operation:

1. Full-tilting operation with slats rotating approximately l80 degrees. Place tilt operation controls on left-hand side of blind units.
2. Full-height raising, to manufacturer's minimum stacking dimension with lifting cord locks for stopping blinds at any point of ascending or descending travel. Place pull cords on right-hand side of blind units.

PART 3 EXECUTION

3.01 INSPECTION: Installer must examine the substrates and conditions under which the horizontal venetian blinds are to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.02 INSTALLATION: Install horizontal venetian blinds at each window in accordance with the manufacturer's instructions unless noted otherwise. Provide intermediate supports at intervals to permit easy entrance and removal of head, and to ensure level head and slat position.

3.03 CLEANING AND PROTECTION: At completion of installation, clean surfaces in accordance with manufacturer's instructions. Protect units from damage until acceptance by Owner.

3.04 LOCATION: Install blinds at exterior windows / storefronts in Administration Building Office 104.

END OF SECTION

SECTION 13590 STATIC SCALE – TRUCK WEIGHT ENFORCEMENT SYSTEM

PART 1 GENERAL

1.01 RELATED DOCUMENTS: Drawings and Specifications, including General and Supplementary Conditions and Division 1 of this Special Provision apply to this Section.

1.02 SUMMARY

A. This work consists of furnishing and installing a 3-platform static scale system (**SYSTEM**) in accordance with all applicable construction documents. Work for a complete **SYSTEM** includes, but is not limited to, the following package components and accessories constructed as shown on the plans and as described in this Special Provision:

1. Weigh indicator, recording elements, and control unit with digital processor.
2. Over-height detector.
3. Static scales (Includes static scale pit, pumps if necessary, hose bib, lighting, manhole rings and covers, access ladders and approach slabs).
4. Software for the **SYSTEM**.
5. Traffic Control Signals.

B. The **SYSTEM** is to provide continuous and efficient weighing of trucks.

C. The **SYSTEM** must detect over-height trucks and determine each truck's axle group and gross weight. If a truck exceeds the static thresholds the **SYSTEM** must alert the operator via audio and visual alarms.

1.03 QUALITY ASSURANCE

A. Codes and Standards: Comply with state and federal governing regulations if more stringent than herein specified.

B. Scale vendor must adhere to all of the following specifications in order to meet State requirements, and to ensure the quality of the **SYSTEM**.

1.04 SUBMITTALS

A. Samples, manufacturer's product data, test reports and material certifications are required in referenced sections and are to be furnished by the Contractor. The **SYSTEM** must be available for purchase in the United States and be in use in the United States under conditions similar to those for the intended law enforcement application.

B. Minimum equipment documentation shall include:

1. Detailed description of how the **SYSTEM** requirements will be met.
2. At the Pre-Construction Conference, the Contractor will furnish the Engineer written documentation and information of the static scales which will include the manufacturer's name and model number, supported by descriptive material for, but not limited to, the standard package system with all accessories identified. Submittals shall be supported by descriptive material, such as catalog cuts, diagrams, performance curves, charts and other data published by the manufacturer, to demonstrate to the Department the Contractor's intent to comply with these Special Provisions and plan requirements. Model numbers alone will not be acceptable.

3. At the Pre-Construction Conference, the Contractor will also furnish the owner's name, address, person to contact and telephone number of similar enforcement installations in the United States in which the system is identified.
4. The equipment approved by the Department shall be provided and installed according to the plans and the Special Provisions. Should the equipment proposed by the Contractor become unavailable, the Engineer may approve in writing alternate equipment proposed by the Contractor due to the unavailability of the originally specified equipment.
5. The Contractor shall provide five complete sets of full size drawings to show all field wiring, conduits, pull boxes, and other pertinent data required to make a complete installation. Drawings are to be approved by the Department prior to fabrication. After approval, one complete set of reproducible Drawings are to be submitted certified for construction.
6. The contractor shall design all elements of the **SYSTEM** including scale pits, foundation supports and submit shop drawings along with the supporting calculations to the Department for review and approval. The shop drawing submittal the **SYSTEM** must contain all elements that comprise the **SYSTEM** before the Engineer will proceed with review of the submittal.
7. Two weeks prior to the acceptance performance test (as described in Section 3.02), the Contractor shall supply the following for the purpose of aiding the Department in future maintenance of the **SYSTEM**:

    a. Block diagrams and drawings
        1) Major system component operation/interconnection
    b. Schematics to reveal the following as they relate to troubleshooting / maintenance:
        1) Input and output voltage levels on scale related PCBs.
        2) Jumper and switch settings on all PCBs for normal operation.
        3) As built drawings to show type and location of all conduit, pull boxes, junction boxes, etc.
        4) Technical documentation on all accessories used in the system (remote display, over-height detectors, traffic control sign, etc.)
    c. Training materials
        1) List of any preventative maintenance needed on entire system and schedule of that maintenance.
        2) The Department shall receive one eight hour day for technical training for scale maintenance personnel by the **SYSTEM** manufacturer. Training shall cover the above mentioned documentation in line-by-line detail.
    d. Contractor shall provide names and phone numbers of technical contacts that user may contact for technical help.
    e. Scale manufacture shall have local service.
    f. Contractor shall provide name and phone number of manufacturer for every replacement part in system.

C: Warranty

1. The **SYSTEM** equipment shall be warranted by the manufacturer, in writing, against defective material and workmanship and to perform as required by these Special Provisions, giving proper and continuous service under all conditions required and specified, or which may reasonably be inferred, for a period of three years, but not less than the manufacturer's standard warranty for the product from the date of acceptance. The manufacturer's routine maintenance schedule shall be stated. The written manufacturer's warranty shall be furnished to the Department by the Contractor at the time the equipment performance supporting data is submitted. The warranties shall also state they are subject to transfer to the Department.

   a. At the end of the three year warranty period, the Contractor will be released by the Engineer from further warranty work and responsibility, provide all previous warranty work and remedial work, if any, has been completed and accepted by the Department.

2. The static scale equipment weighing instruments, load cells, weigh bridge, and hardware shall be warranted by the manufacturer, in writing, against defects in material, workmanship and perform as required by these Special Provisions for the period of three years or as described in item 1 above from the date of final acceptance of the project.
3. The manufacturer's written warranty must be acceptable and approved by the Department's Office of Enforcement Compliance Representative 30 calendar days prior to the anticipated installation of the warranty's subject.
4. The Contractor shall warrant until final acceptance, all equipment furnished, installed and described herein, is in accordance with applicable requirements of the Special Provisions; is suitable to the Department for the purpose intended; and, will function in the manner intended by the Department and is acceptable to the Project Engineer.
5. The three-(3) year warranty shall cover materials, equipment, service, all labor, all travel expenses and all incidentals necessary for warranty service.
6. This **SYSTEM** warranty excludes damage caused by flooding, accidents, vandalism or natural disasters if not covered by the standard warranty. The Contractor shall commence to provide such warranty service within 48 hours, excluding weekends and holidays of notice that warranty work is required.

1.05 PAYMENT

A. The **SYSTEM** as described above, will be paid for each, which shall be full compensation for all materials, equipment, labor, any required excavation, tools, superintendence, incidentals and any other work necessary to complete the item in accordance with the Special Provisions and plans. It shall also include calibration and testing, Acceptance Performance Testing and a three year warranty including Department personnel training. Lump sum price will include the complete **SYSTEM**; over-height detectors, software, electrical power supply to all component parts of the **SYSTEM**, and all other items noted within this section.

B. Partial Payments will be made under the basis of the following cost schedule expressed as a percentage of the contract **SYSTEM** price.

1.	Payment upon delivery and safe and secure storage of all equipment at a location approved by the Engineer.	30%
2.	Complete installation of the entire **SYSTEM**.	20%
3.	Completion of calibration.	25%

4. Completion of the Acceptance Performance Test to the satisfaction of the Department. If the Acceptance Performance Test does not demonstrate the performance requirements of the plans and these Special Provisions have been successfully accomplished to the satisfaction of the Department, and the Department rejects the entire **SYSTEM**, payment to Contractor will be limited to 0% of the contract **SYSTEM** price.
5. Final payment per standard Special Provisions. 20%
   Retainage will be withheld per the Special Provisions. 5%

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. Manufacture shall be responsible to the prime contractor for the **SYSTEM** meeting all requirements.

B. All materials and equipment shall conform to the plans and these Special Provisions.

C. Contractor shall provide the following in addition to the complete system.

1. One complete sets of scale replacement PCB's.
2. Six load cells.
3. All software used in system.

2.02 STATIC SCALE SUBSYSTEM

A. The static scale subsystem includes the static load cells, weigh bridge, pit, communications to the display equipment, sump pumps(if needed), frost proof hose bib, lighting, entry ladders and approach slabs, all of which shall be designed by the Contractor and intended as a highway truck weight enforcement system.

B. Installation of the static scale subsystem shall be supervised by the manufacturer of the static scale subsystem or an authorized representative.

C. The static scale subsystem shall be a standard production type that is in use in the United States.

D. The static scale pits shall be cleaned by the Contractor and inspected by the Department prior to placement and operation of any sump pumps, load cells and any scale components. The discharge drainage pipes shall also be kept clean prior to installation of above mentioned components.

E. Static Scale Instruments: Provide a static scale indicator. The instrumentation shall consist of a microprocessor based item(s) for each scale read out and for the control and data handling functions.

F. The scale instrumentation shall be compact and approved by the Project Engineer. The static scale manufacturer must be able to exhibit that the equipment proposed has been in use successfully for at least two years. One microprocessor-based digital instrument shall be provided for the static scale with weight output to a PC and monitor for totalizing purposes and printer control. The units shall also be equipped with software diagnostics to facilitate fault finding. A certificate of conformance from the NIST Handbook 44, latest adopted edition, must be provided.The static scale instruments shall have the following features:

1. Must be able to power up to 3 scale platforms.
2. Static Scale Instruments must be of the same manufacturer as the Static scales.
3. All instrument setup functions as well as calibration sequences are to be programmable through the keyboard/display. There shall be no at-scale adjustments required for these functions.
4. One display showing individual axle weights and the summation of the individual weights.
5. Must be suitable for desktop or set-in mounting, level or at angle.
6. The instrument must be capable of displaying the raw counts of each individual load cell without disconnecting any of the load cells from the system.
7. Selectable increment size including 20 lb. setting.
8. Setup functions stored in nonvolatile RAM memory.
9. Adjustable filtering.
10. Adjustable automatic zero maintenance.
11. Motion detection should be selectable from 0.5, 1.0, 2.0, 3.0 increments.
12. Display verification test.
13. Static scale instruments **MUST** meet the current specifications of the **NIST Handbook 44,** current adopted edition.
14. The instrument shall be UL/CSA listed.

G. Static Scale Computer: The computer shall be 100% IBM compatible, an HP Compaq model D530 or equivalent with a 19 inch flat screen LCD display. Weighing related functions include:

1. Print commands.
2. Auto and manual print with capability in manual mode to add several weights from individual platforms.
3. Weight violation alarm threshold controls.
4. Truck count with manual reset.
5. Individual and total weight displays in 1" numbers.

H. Laser Printer: An HP LaserJet 1300 series or equivalent.

1. The printout shall indicate pounds and/or kilograms and the data printed must match the ticket format presently in use or as selected by the user. Printout should include a programmable header, individual platform and total weights, the time and date.

    a. Automatic Print Mode: Initiation of an automatic print cycle shall be inhibited if any one of the scales is not within balance limitations established by NIST Handbook 44, current adopted edition.
    b. Manual Print Mode: A manual print cycle shall be inhibited if the selected scale is not within balance limitations. The balance conditions of the other scales does not affect this interlock. The print interlock shall not apply when the scales are over capacity or under zero.

I. Static Scale Weigh Bridges: One static truck scale designed to meet all requirements of the State of Mississippi. This scale consists of 3 independent weigh bridge structures. The first weigh bridge will be 12 feet long by 12 feet wide, the second weigh bridge will be 24 feet long by 12 feet wide, and the third will be 40 feet long by 12 feet wide. The scale will have a minimum gross capacity of 200,000 pounds.

1. Each of the weigh bridges will be supported by the appropriate number of load cells based on their span.
2. Access to scale pits shall be provided by manhole rings and covers. Two, 24 inch diameter openings for the 40 foot platform and one, 24 inch diameter opening for each 12 foot and 24 foot platform shall be provided. Each manhole opening shall have an attached ladder to access the pit capable of supporting a 300 pound person. The ladder shall be designed by the manufacturer in such a way so as not to interfere with the weighing operation and shall not extend above the surface of the manhole cover.
3. The weigh bridges shall have the following features:

a. Minimum of 10 inch thick concrete deck with reinforced steel.
b. Pit construction with 7 feet minimum vertical clearance from floor to top of wall.
c. 60,000 pound tandem axle capacity.
d. Must be designed to handle trucks traveling over the scale at up to 30 miles per hour and be designed to provide a fatigue life of minimum of 20 years. All weigh bridge welding during manufacturing must be preformed by welders with current AWS D1.5 certification.
e. Weigh bridge to be of the same manufacturer as the static scale subsystem manufacturer.
f. Electronic type load cells are to be used in static scale and shall not incorporate any mechanical weighing elements.
g. Surface preparation and finish: All main girder beams, cross beams, copings, stands, check rods and such shall be finished with a hot dipped galvanized coating.
h. Hose Bib: A frost proof hose bib shall be located 18 inches above the pit floor in an accessible location.
i. Sump pump with in-building alarm. A pump will **Not Be Used** if two catch basins and free-flowing drain can be utilized tying into a french drain as indicated on Drawings. Such a drain would consist of 6 inch PVC pipe with a protected discharge.
    1) Pump shall be hard wired at a weatherproof junction box located on the concrete pier under the weigh bridge no less than 18 inches from the pit floor and no less than 18 inches from pit walls.
    2) Pump circuit shall be separate and isolated from lighting, receptacle or any other circuit and shall not have any GFCI devices in the current path.
    3) Sump discharge pipe shall be rigid metal (black iron type) conduit from pit wall to discharge site. There shall be no check valve in discharge line. There shall be a disconnect union to permit pump replacement.
    4) Pump discharge shall be designed to prevent back flow from ditch to drain into the scale pit (at ditch, elevate pipe 90 degrees in upward direction approximately two feet protected by two concrete filed four-inch steel galvanized capped pipes).
    5) Sump discharge shall have cleanouts installed at input and output of discharge pipe.

6) The scale pit shall be equipped with a high water alarm to give early detection of sump failure. The pit shall have separate devices to audibly and visually alert operator of high water condition. A red light shall be positioned on the front of the logic controller with an electronic alarm horn with adjustable noise level, initially set at 50 db. Alarm shall have provisions for silencing audible tone while still leaving light on red until high water condition is corrected.
7) Alarm shall be on its own circuit.

J. Pit Lighting and Receptacles:

1. Provide switch inside electrical room of administration building for pit lighting.
2. Provide eight (8) dual exterior weather resistant bulb 40-watt fluorescent light fixtures, four per side and align with manholes.
3. Fixtures shall be attached to the side walls of the pit with four offset brackets sloped to drain away from fixtures.
4. There shall be no receptacle in the same current path as the lighting fixtures although the lights may be on the same breaker as receptacles.
5. No receptacles shall be on the sump pump line or lighting current path.
6. All boxes and conduits in the pit shall be of the non-metallic type and shall be of waterproof design with the exception of the sump pump discharge pipe.

K. Load Cells: Minimum of fourteen load cells that shall be mounted in such a manner as to be easily replaced. Mountings shall be designed to provide for thermal expansion and contraction of weigh bridge steel and shall also provide for shock loading. Provide with the following features:

1. Must meet the latest adopted edition of the NIST Handbook 44.
2. Each load cell shall have a minimum capacity of 25 tons.
3. The load cell shall be of stainless steel construction.

L. Required Equipment List for Station: 1 static scale (to consist of the following):

1. Structural Steel: The system shall include 3 weigh bridge structures.
2. Deck structure shall be a concrete reinforced structure.
3. Structures shall include the following:

a. Main girder assemblies.
b. Cross member deck beams.
c. Load cell mounting plates.
d. Mechanical checking devices.
e. Deck coping angle.
f. Pit coping angle.
g. Anchor bolts.
h. Corrugated backup deck plate for concrete deck.
i. Deck reinforcing steel.
j. Manholes with ladders.
k. Galvanized coating.
l. Sump pump with alarm (or free-flowing drain).
m. Frost proof hose bib.
n. Lighting and receptacles.

4. Load Sensing:

a. 50,000 pound minimum capacity load cells.
b. Load cell bearing and base plate assemblies.

5. Instrumentation: As required by the manufacturer to provide a fully functional system.
6. Lightning Protection: All systems will include complete lightning protection for the static system.

M. Surge Voltage Protection:

1. A.C. Line Voltage Protector: Used "in-line" with external 115 VAC power line to protect equipment from incoming surges. The surge protector specifications are listed below:

2.03 OVER-HEIGHT DETECTOR SUBSYSTEM

A. Over-height Detector: One over-height detector that shall be a photo-eye system with the following features or equivalent.

1. Input: 120 VAC ±20 percent, 50/60 Hz.
2. Output: Relay closure, contact rated 10 amp, 117 VAC. Time is adjustable from 5 to 30 seconds. Electronics: Solid state, printed circuit boards.
3. Effect of Ambient Light: Eliminated by use of infrared, pulsed light emitting diodes and a series of 7 optically flat light traps in eye of the receiver.
4. Direction: Detects movement in either direction. Alignment - A green LED and test point indicate proper system alignment and operation. No special test equipment required. A built-in signal strength meter allows adjustment of the eye for maximum strength.
5. Temperature Range: 40 degrees F to 135 degrees F.
6. Environmental Control: Internal temperature, air flow and moisture controls allow continuous operation in fog, ice, snow, dust and heat. External housing is heavy aluminum castings to minimize potential damage from vandalism.
7. Housings: Constructed of cast and sheet aluminum, not less than 3.175 millimeters thick. The pole cap is the mounting bracket and sighting base.
8. One piece, seamless, 0.125 inches minimum diameter round aluminum tube. Hand-hole is centered 15 inches above the bottom of the shaft and is secured by stainless steel cover screws. Base flange is a one-piece cast aluminum socket with 8 inch bolt center. No surface preparation or painting is required.

2.04 TRAFFIC CONTROL SIGN

A. One traffic control sign shall be installed on an aluminum pole with variable messages that include commands to:

1. Stop
2. Go
3. Report inside
4. Back up
5. Pull up

PART 3 EXECUTION

3.01 METHODS OF CONSTRUCTION

A. The **SYSTEM** shall be installed in strict conformance with the requirements of the manufacturer to provide a complete and fully operable system.

B. The **SYSTEM** shall be installed in strict conformance with the rules of the Department of Transportation and shall comply with all applicable codes, state and federal.

C. Refer to the Department's Standard Specifications for Road and Bridge Construction, 1990 edition, and other sections of this Special Provision for other sections that may apply to the installation of the **SYSTEM**.

3.02 ACCEPTANCE PERFORMANCE TEST

A. The APT period shall begin after the completion of the project and certification of static scales. This one week time period will be used as a burn-in and training period, during which the station will be open and functional. However, the APT cannot begin until the static scales have been certified by the Mississippi Department of Agriculture and Commerce's Weights and Measures Section. It shall be the Contractor's responsibility to request, coordinate and obtain said certification from the Agriculture and Commerce Department. The Project Engineer will assist in this process if requested by the Contractor.

B. During the one week burn-in period, the Contractor shall provide any staff training needed to understand the operation of the System.

C. The Acceptance Performance Test shall demonstrate to the satisfaction of the Department that the static scale system has been constructed and consistently meets the performance requirements of the plans and of these Special Provisions. **The APT will be the basis for acceptance or rejection of the SYSTEM as a result of demonstrated performance.**

The Department will suspend Contract Time during the Acceptance Performance Test (APT).

END OF SECTION

SECTION 15010 BASIC MECHANICAL REQUIREMENTS

PART 1 GENERAL

1.01 INSTRUCTIONS:

A. This Contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled on the drawings, and/or herein, including all labor, materials, equipment and incidental necessary, required, or implied, for installation of complete air conditioning ventilating, heating, plumbing and fire protection systems as specified herein and as shown on the drawings.

B. The General Conditions, Information to Bidders, Special Conditions, and other pertinent documents issued by the Architect are a part of the Contract Documents and shall be complied with in every respect.

C. This Contractor shall examine the general construction drawings, the structural drawings and the electrical drawings, and lay out his work accordingly to avoid conflict.

D. This Contractor shall visit the site in order to familiarize himself with existing working conditions. Failure to do so shall not relieve contractor of responsibility of making changes required by conditions encountered on site.

1.02 LOCAL SITE CONDITIONS:

A. Before bidding, make complete investigation at Site in order to be informed as to location of utilities and as to conditions under which work is to be performed. Utility locations shown were obtained from surveys and/or local utility companies and are not to be assumed as being accurate.

B. Make determination of soil conditions before bidding. These specifications and accompanying drawings in no way imply as to condition of soil to be encountered.

1.03 CLEAN UP:

A. Do not allow waste material or rubbish to accumulate in or about job site.

B. At completion of work, remove all rubbish, tools, scaffolding and surplus materials from and about building, leaving work clean and ready for use without further cleaning required. Clean all equipment, piping, valves, fixtures, and fittings of grease, metal cuttings, insulation cement, dust, dirt, paper labels, etc.

C. Any discoloration or other damage to parts of building, its finish or furnishings due to failure to properly clean or keep clean mechanical systems shall be repaired without cost to Owner.

1.04 DRAWINGS:

A. The drawings indicate the extent and general arrangement of the various systems. If any departure from these drawings is necessary, descriptions of these departures and a statement of the reasons therefore shall be submitted to the Architect for approval.

B. These drawings and specifications shall be considered a part of this contract. Should an error or omission occur in either or both the drawings and specifications, or conflict one with the other, this Contractor shall not avail himself of such unintentional error, omission or conflict, but shall have same explained to him and adjusted before signing the contract or proceeding with the work.

PART 2 PRODUCTS

2.01 COORDINATION: The products of particular manufacturers have been used as the basis of design in preparation of these documents. Any modifications to the mechanical systems and their components, the electrical systems, the building structure and architecture, or any other portion of the building that result from the use of any other than the basis of design equipment shall be coordinated with all other trades. Such coordination shall occur before delivery of products from the manufacturer (before shop drawing submittals) and shall be clearly indicated on the shop drawings. Any related modifications shall be performed without any additional cost to the contract.

2.02 DESCRIPTION: All products shall be new and bear the Underwriter's Laboratories, Inc., (UL) label unless specifically indicated otherwise.

PART 3 EXECUTION

3.01 GENERAL:

A. The mechanical plans do not give exact elevations or locations of lines, nor do they show all the offsets, control lines, or other installation details. The Contractor shall carefully lay out his work at the site to conform to the structural conditions, to provide proper grading of lines, to avoid all obstructions, to conform to details of installation supplied by the manufacturers of the equipment to be installed, and to thereby provide an integrated, coordinated and satisfactory operating installation.

B. If the Contractor proposes to install equipment, including piping and ductwork, requiring space conditions other than those shown, or to rearrange the equipment, he shall assume full responsibility for the rearrangement of the space and shall have the Architect review the change before proceeding with the work. The request for such changes shall be accomplished by Shop Drawings of the space in question.

C. The Contractor is responsible for the proper location and size of all slots, holes or openings, in the building structure pertaining to his work, and for the correct location of sleeves, inserts, cores, etc.

3.02 EQUIPMENT CONNECTIONS:

A. Each equipment item with drain connections, shall be provided with a properly-sized drain, with trap and clean-out, run to the nearest floor drain or as directed.

B. Rough-in and make final connection to all equipment requiring same, furnished under other divisions of these specifications or by the Owner.

1. Provide necessary labor and materials, including stop valves, traps, pressure-reducing valves, etc. where necessary. Trap and vent drainage connections as required.

2. If equipment or fixtures to be furnished by Owner and/or Owner's vendor are not delivered prior to final acceptance, services shall be capped or plugged at walls or floor as directed, ready for future connection.

C. No equipment or fixture shall be "roughed-in" until proper rough-in drawings are in the hands of the trade doing the work.

3.03 PROTECTION OF EQUIPMENT:

A. Responsibility for care and protection of equipment and material under this Contract rests with this Contractor until equipment or materials have been installed, tested and accepted.

B. Store equipment, including pipe and valves, off the ground and under cover. For storage outdoors, minimum 4 mil thick plastic shall be fitted to withstand splattering, ground water, precipitation and wind.

C. All pipe ends, valves, and parts of equipment left unconnected permanently or temporarily, shall be capped, plugged or properly protected to prevent entry of foreign matter.

D. Protect air handling unit coils by use of protective sheet metal panels or plywood.

E. Plug ends of pipe when work is stopped and close ends of ducts with plastic taped in place until work resumes.

F. Damaged equipment shall be repaired or replaced at the option of the Architect/Engineer.

3.04 PAINTING:

A. Factory painted equipment that has been scratched or marred shall be repainted to match original factory color.

B. All uninsulated black ferrous metal items exposed to sight inside the building, such as gas piping, equipment hangers and supports not provided with factory prime coat, shall be cleaned and painted with one coat of zinc chromate primer. In addition, such items in finished spaces shall also be painted with two coats of finish paint in a color to match adjacent surfaces or as otherwise selected by the Architect.

C. Black ferrous metal items exposed outside the building, such as equipment support beams, uninsulated pipe and pipe supports not provided with factory prime coat, shall be cleaned and painted with one coat of rust inhibiting primer and two coats of an asphaltic base aluminum paint. Insulated pipes outside the building shall be cleaned and painted with one coat of rust inhibiting primer before installing insulation.

D. In lieu of painting hanger rods, cadmium plated or galvanized rods may be furnished.

E. No nameplates or equipment shall be painted, and suitable protection shall be afforded to the plates to prevent their being rendered illegible during the painting operation.

F. Galvanizing broken during construction shall be recoated with cold galvanizing compound.

G. All ductwork, piping, insulation, conduit or other appurtenances visible through grilles and diffusers shall be painted flat black.

3.05 PROTECTION OF EXISTING UTILITIES:

A. The Contractor shall use extreme caution during excavation operations not to damage or otherwise interrupt the operations of existing utilities. The Contractor shall be responsible for the continuous operation of these lines and shall provide bypasses or install such shoring, bracing, or underpinning as may be required for proper protection.

B. Obtain approval from the Architect at least 7 days prior to connecting to any utility line and coordinate with the appropriate utility company.

3.06 CUTTING AND PATCHING:

A. The Contractor shall assume all cost of, and be responsible for, arranging for all cutting and patching required to complete the installation of his portion of the work. All cutting shall be carefully and neatly done so as not to damage or cut away more than is necessary of any existing portions of the structure.

B. All patching will be done by workmen skilled in the trade required.

C. The Contractor shall make suitable provisions for adequately water-proofing at all floor penetrations of water proof membrane floors. This shall include but not be limited to floor drains, open sight drains, hub drains, cleanouts, and sleeves for the various piping. This also applies to membrane roofing systems.

3.07 ACCESS PANELS:

A. Provide access panels as required or as indicated to service valves in piping, controls, items in duct, etc.

B. Access doors shall be provided under this section of the specifications and furnished to the General Contractor to be installed.

C. Access doors shall be equal to the following MILCOR types as manufactured by Inryco, Inc.:

1. Style AT Door for Acoustical Tile Ceilings
2. Style AP Door for Acoustical Plaster Ceilings
3. Style K Door for Plastered Wall and Ceiling Surfaces
4. Style DW Door for Drywall
5. Style ATR for Suspended Drywall Ceilings
6. Style M Door for Masonry, Ceramic Tile, Etc.
7. Fire-Rated 1-1/2 hr. (B-label) Door where required.

D. Size and type shall be as required for proper service and/or as may be directed by the Architect.

E. Access doors installed in firewalls or partitions shall be U.L. labeled to maintain the fire rating at the wall or partition.

3.08 ESCUTCHEONS:

A. Escutcheons shall be installed on all pipes where they pass through floors, ceilings, walls, or partitions in finished areas.

B. The interior of closets and equipment rooms adjacent to finished areas, shall be considered as finished for the intent of these specifications.

C. Escutcheons shall be split, hinged, stamped brass type designed to fit the pipe, and to cover the terminating pipe sleeve, in chrome plated finish unless otherwise specified, with securing device to hold the escutcheon tight to the pipe.

3.09 EQUIPMENT, MATERIALS AND BID BASIS:

A. It is the intention of these specifications to indicate a standard of quality for all material incorporated in this work. Manufacturer's names are used to designate the item of equipment or material as a means of establishing grade, size and quality. Where several manufacturers are named, only these manufacturers' products will be considered and the Contractor's bid shall be based on their products. Other named manufacturers, although acceptable as manufacturers, must prove their product will perform satisfactorily and will meet space requirements, etc., before submitting shop drawings, when their equipment achieves the required results in a manner different than that of the first named manufacturer. Where only one manufacturer is named, unless the specifications state otherwise, manufacturers of similar quality products will be considered. Such unnamed manufacturer's products will, however, be considered as substitutions and shall not be used as a basis for bidding. In the event the Contractor wishes to submit substitutions to the Architect for review prior to bid, he shall furnish descriptive catalog material, text data, samples, etc., as well as any other pertinent data necessary to demonstrate that the proposed substitutions are acceptable equals to the specified product. No substitutions shall be made without the written consent of the Architect.

B. The use of one named manufacturer in the schedules on the drawings is for guide purposes. The provisions of the above paragraph will govern in the selection of products to be used.

3.10 FOUNDATIONS: All concrete foundations required by equipment furnished under the Mechanical Division shall be constructed in conformance with the recommendations of the manufacturer of the respective equipment actually applied, and with the approval of the Architect. All corners of the foundations shall be neatly chamfered. Foundation bolts shall be placed in the forms when the concrete is poured. Allow one inch (1") below the equipment bases for alignment, leveling and grouting with non-shrinking grout. Grouting shall be done after the equipment is leveled in place. After the grout has hardened, the foundation bolts shall be pulled up tight and the equipment shimmed, if necessary. After removal of the forms the surface of the foundation shall be rubbed. Unless otherwise noted, foundations shall be six inches (6") high. All concrete work performed shall conform entirely to the requirements of the General Specifications which describe this class of work.

3.11 RECORDS AND INSTRUCTIONS FOR OWNER:

A. The Contractor shall accumulate during the job's progress the following data in quintuplicate prepared in neat brochures or packet folders and turned over to the Architect/Engineer for check and subsequent delivery to the Owner:

1. All warranties and guarantees and manufacturer's directions on equipment and material covered by the Contractor.

2. Approved fixture brochures, wiring diagrams, and control diagrams.

3. Original and copies of approved shop drawings.

4. Any data and/or drawings required during construction.

5. Repair parts lists of all major items and equipment including name, address, and telephone number of local supplier or agent.

B. All of the above data shall be submitted to the Architect/Engineer for approval at such time as the Contractor asks for his last request for payment prior to his final request for payment, but in no case, less than two weeks before final inspection.

3.12 OPERATING AND MAINTENANCE INSTRUCTIONS:

A. Description

1. Complete operating and maintenance instructions shall be provided to the Owner. Two (2) separate copies (three for the Owner, one for the Architect) shall be provided, and each copy shall be bound in a separate 3-ring, loose leaf notebook. Operating instructions shall be provided for each system, and shall include a brief system description, a simple schematic and a sequence of operation. Operating and maintenance instructions shall be included for each piece of equipment. Operating instructions shall include recommended periodic maintenance and seasonal changeover procedures, and suggested procedures in operation of all systems to promote energy conservation. These instructions must be written expressly for this project and shall refer to equipment, valves, etc. by mark number from project schedules. Operating instructions and procedures shall be submitted in draft form for approval prior to final issue of complete brochures. Manufacturer's advertising literature or catalogs will not be acceptable for operating and maintenance instructions. Manufacturers' Standard literature is acceptable for each piece of equipment. However, the Contractor shall prepare a SYSTEM O&M manual including overall system descriptions, operating and energy conservation techniques.

2. A system wiring and control diagram shall be included in the operating and maintenance instructions.

3. Prior to final acceptance or beneficial occupancy, provide the services of a competent representative to instruct and train the Owner in the operation of all systems. This instruction shall include a complete walk-through of all equipment and systems. The Architect reserves the right to attend any such meeting and shall be duly notified. Where specified, certain major items of equipment shall be installed under the supervision of and tested by a specialist furnished by the manufacturer of the equipment. Such specialist shall train the operator in the use of his equipment.

4. A competent technician employed by the Temperature Control Subcontractor shall be required to instruct the Owner in proper operating procedures and shall explain the significance of the temperature control literature filed in the maintenance manual while the system is in continuous operation as specified above.

5. Printed instructions, installed in a suitable frame with a glass front, covering the operation and maintenance of each major item of equipment, shall be posted at locations designated by the Architect. Provide two bound manuals containing complete repair parts lists, and operating service and maintenance instructions for all equipment provided.

3.13 RECORD SET DRAWINGS:

A. The Contractor shall maintain on a daily basis at the project site a complete set of "Record Drawings" reflecting an accurate dimensional record of all buried or concealed work. In addition, the "Record Drawings" shall be marked to show the precise location of concealed work and equipment, including concealed or embedded piping and valves and all changes and deviations in the Mechanical work from that shown on the Contract Documents. This requirement shall not be construed as authorization for the Contractor to make changes in the layout or work without definite instructions from the Architect. The "Record Drawings" shall consist of a set of mylar sepia prints of the Contract Drawings for this Division with the Engineer's seal and Engineer's firm name removed or blacked out. Prior to commencing work the Contractor shall purchase from the Architect a set of mylar sepia prints to be used for the "Record Drawings".

B. Record dimensions shall clearly and accurately delineate the work as installed; locations shall be suitably identified by at least two (2) dimensions to permanent structures.

C. The Contractor shall mark all "Record Drawings" on the front lower right hand corner with a rubber stamp impression that states the following:

> "RECORD DRAWINGS (3/8" high letters) to be used for recording Field Deviations and Dimensional Data Only" (5/16" high letters)

3.14 GUARANTY-WARRANTY:

A. This guarantee shall include capacity and integrated performance of component parts of various systems in strict accord with the true intent and purpose of these Specifications. Conduct such tests as herein specified or as may be required by the Architect to demonstrate capacity and performance ability of various systems to maintain specified conditions.

B. All materials and equipment shall carry a full year's warranty from time Owner accepts building or the date of substantial completion, whichever is earlier, regardless of start-up date of equipment, unless a longer warranty period is specified under other sections.

3.15 INSTALLATION: All equipment shall be installed in strict conformance with manufacturer's recommendations, as specified herein and as shown. If any conflict arises between these instructions, notify the Engineer immediately for guidance.

3.16 FLAME SPREAD AND SMOKE DEVELOPED PROPERTIES OF MATERIALS:

A. Materials and adhesives used throughout the mechanical and electrical systems for insulation, and jackets or coverings of any kind, or for piping or conduit system components, shall have a flamespread rating not over 25 without evidence of continued combustion and with a smoke developed rating of not higher than 50. If such materials are to be applied with adhesives, they shall be tested as applied with such adhesives, or the adhesives used shall have a flamespread rating not over 25 and a smoke developed rating not higher than 50. (Note: Materials need not meet these requirements where they are entirely located outside of a building and do not penetrate a wall or roof, and do not create an exposure hazard.)

B. "Flame-Spread Rating" and "Smoke Developed Rating" shall be as determined by the "Method of Test of Surface Burning Characteristics of Building Materials, NFPA No. 255, ASTM E84, Underwriter's Laboratories Inc., Standard". Such materials are listed in the Underwriters' Laboratories, Inc., "Building Materials List" under the heading "Hazard Classification (Fire)".

3.17 EQUIPMENT FURNISHED BY OWNER:

A. The Contractor shall unload, uncrate, assemble, and connect any and all equipment shown on the drawings or called out in the Specifications to be furnished by the Owner for installation by the Contractor.

B. The Contractor shall take full charge of such equipment from the time the items are delivered to the job, set in place, connected, tested, adjusted, and placed into operation.

3.18 HAZARDOUS MATERIALS:

A. No products shall be used that contain any known hazardous or carcinogenic materials. Products with asbestos or radioactive content shall not be used.

B. Handling of any hazardous material is not covered in this specification Division (15). Any requirements for such are beyond the scope of this contract and shall be done only by those persons contracted to do so.

3.19 ELECTRICAL WORK:

A. All electrical equipment provided under this division shall comply with the electrical system characteristics indicated on the electrical drawings and specified in Division 16.

B. All components shall be in conformance with the requirements of the National Electrical Code and Division 16. Motor starters and disconnects as required for rooftop units, and fans provided under this division shall be furnished under Division 15.

C. All power wiring and final power connections to the system shall be provided under Division 16.

D. Control wiring (120V. and less) shall be provided under Division 15 and extended from the 120V power circuits indicated on the electrical drawings. All wiring for voltages higher than 30 volts shall be done by a licensed electrician.

E. All electrical characteristics shall be taken from the mechanical and electrical drawings and specifications and coordinated before equipment is ordered or submitted.

3.20 MOTORS:

A. Unless specifically noted otherwise in other sections of this specification, all motors and motor controllers shall meet the requirements specified in this section. All motors shall be built in accordance with the current applicable IEEE, and NEMA standards and shall have voltage, phase, frequency and service as scheduled.

B. Each motor shall be suitable for the brake horsepower of the driven unit, rated with 1.15 minimum service factor, and shall be NEMA design B. The motor temperature rise shall not exceed 40 degrees C. for drip proof motors, 50 degrees C. for splash proof motors, and 55 degrees C. for totally enclosed or explosion proof motors. The motor shall be capable of operating continuously at such temperature rises, and shall be capable of withstanding momentary overloads of 25 percent without injurious overheating.

C. Each item of motor driven equipment shall be furnished complete with the motors and drives as required to perform the specific function for which it is intended, scheduled, and specified.

D. Motors shall be ball bearing type selected for quiet operation and shall be manufactured for general purpose duty unless otherwise indicated. Each bearing shall be accessible for lubrication, where necessary, and designed for the load imposed by the V-belt drive or the driven apparatus. Direct drive motors shall be designed for the specific application with all necessary thrust bearings, shaft capacities, etc.

E. Motors larger than 1/2 horsepower shall be of U.S. manufacture and have bearings with pressure grease lubrication fittings.

F. Motors connected to drive equipment by belt shall be furnished with adjustable slide rail bases except for fractional horsepower motors which shall have slotted bases. Motor leads shall be permanently identified and supplied with connectors.

G. Each motor to be installed outdoors shall be of the totally-enclosed fan-cooled type, or housed in a weatherproof housing.

H. Unless otherwise indicated, motors smaller than 1/2 horsepower shall be capacitor start or split phase type designed for 120 volt, single phase, 60 cycle alternating current. Shaded pole motors are not to be acceptable except 35 watts and smaller. Motors 1/2 horsepower and larger shall be squirrel cage induction type, 3 phase, 60 cycle alternating current.

I. If the Contractor proposes to furnish motors varying in horsepower and/or characteristics from those specified, he shall first inform the Architect/Engineer of the change and shall then coordinate the change and shall pay all additional charges in connection with the change.

END OF SECTION

SECTION 15011 SCHEDULE OF SUBMITTAL DATA

PART 1 GENERAL

1.01 RELATED DOCUMENTS: The requirements of the General Conditions, Supplementary Conditions, and Section 15010 apply to all work herein.

1.02 QUALITY ASSURANCE:

A. Shop drawings or fully descriptive catalog data shall be submitted by the Contractor for all items of material and equipment furnished and installed under this contract. The Contractor shall submit to the Architect a sufficient number of copies of all such Shop Drawings or catalog data to provide him with as many reviewed copies as he may need, plus two (2) copies for retention; one by the Architect and one by the Engineer.

B. Before submitting Shop Drawings to the Architect for review, the Contractor shall examine them and satisfy himself that they are correctly representative of the material or equipment to which they pertain. The Contractor shall so note these Drawings before submitting them. The Contractor's review of the Shop Drawings is not intended to take the place, in any way, of the official review of the Architect, and Shop Drawings which have not been reviewed by the Architect shall not be used in fabricating or installing any work.

C. The review of Shop Drawings or catalog data by the Architect shall not relieve the Contractor from responsibility for deviations from the Plans and Specification unless he has, in writing, specifically called attention to such deviations at the time of submission and has obtained the permission of the Architect thereon; nor shall it relieve him from responsibility for error of any kind in Shop Drawings. When the contractor does call such deviations to the attention of the Architect, he shall state in his letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.

D. Verification and assignment of dimensions, quantities, and construction means, methods, sequences or procedures, the correctness of which is set forth in the Contract Documents or submittal, shall be the sole responsibility of the Contractor.

E. Reproduction of design documents in any portion for use in a submittal is <u>not</u> acceptable.

PART 2 PRODUCTS

2.01 GENERAL: All products shall be new and bear all labels which are identified by the applicable specification section and Contract Documents.

PART 3 EXECUTION

3.01 SUBMITTAL DATA:

A. General

1. The submittal data to be furnished for this project shall comply with the Specifications and Contract Documents in their entirety. Any submittals herein scheduled are as a minimum only and shall not be construed to limit the submittal data required within the individual Sections of these Specifications.

2. Shop Drawings will be returned unchecked unless the following information is included: Reference to all pertinent data in the Specifications or on the Drawings, such as sound power levels of motor driven equipment where called for in the specifications, electrical characteristics and horse power, capacities, construction material of equipment, UL labels where required, accessories specified, manufacturer, make and model number, weights where specified, starters where required by Division 15, size and characteristics of the equipment, name of the project and a space large enough to accept an approval stamp. The date submitted shall reflect the actual equipment performance under the specified conditions and shall not be a copy of the scheduled data on the drawings. All submitted equipment must be identified on Shop Drawings with same "Mark Numbers" as identified on Drawings or in Specifications. All pertinent data such as accessories shall also be marked. Any deviation from any part of the Contract Documents shall be clearly and completely highlighted.

3. HVAC and plumbing submittal data shall be bound into separate HVAC and plumbing volumes, with each volume containing one copy of all specified equipment shop drawings. The binders shall be provided with an identification tab for each Specification Section that requires submittals. Each item in each tabbed section shall be identified with the paragraph number relating to the item submitted the use of a cover sheet or by highlighting the paragraph on the first page concerning the item. If necessary, binders shall be submitted with the original submittal date and will address and resolve all comments thereon. All submittals shall include identification tabs and sufficient space for all submittal data. FAILURE to provide **BOUND AND IDENTIFIED SUBMITTALS** will result in the **AUTOMATIC REJECTION** of the submittal data with **NO EXCEPTION.**

B. The bound submittals are to be submitted for review within 30 days after the Contract is awarded. No submittal will be checked until ALL required submittals have been received by the Engineer. Only Automatic Temperature Controls, ductwork and piping fabrication drawings may be submitted after the completed bound submittal is reviewed and accepted by the Engineer.

C. The Contractor shall submit with the bound and identified submittal data a letter signed by the Contractor's Project Manager (or higher level officer of the firm) stating that all electrical characteristics of the mechanical equipment to be supplied have been fully coordinated with the electrical contractor. No submittal data will be checked until this letter is submitted. Any changes to the electrical requirements from the Contract Documents resulting from alternate equipment being submitted shall be performed without any additions to the Contract Sum. Shop Drawings shall be submitted for each of the following:

Submit attachment and fastening methods for piping and equipment to the Structural Engineer for approval.

Automatic Temperature Controls
Cleanouts
Cooling Coils
Disconnect Switches
Ductwork Accessories and Details (min. 1/4"=1'0" scale)
Fans
Grilles, Registers and Diffusers
Indoor Heat Pump Units
Insulation
Louvers
Outdoor Heat Pump Units
Plumbing Drains

Plumbing Fixtures, Carriers and Fittings
Refrigerant Piping Diagrams and Layouts approved by the Compressor Manufacturer
Test, Adjusting and Balancing Reports and Forms
Valves
Water Heaters

D. The Contractor shall submit three copies of a letter, signed by an officer of the company, that the items listed below meet or exceed criterion of the plans and specifications. The letter is to include a list of each item to be used on the project along with the manufacturer.

Flexible Duct
Flexible Connectors
Ductwork Access Doors and Panels
Vacuum Breakers
Filters
Dampers
Water Supplies and Stops
Pipe Hangers and Supports
Hydrants
Shock Absorbers

3.02 OPERATING AND MAINTENANCE INSTRUCTIONS:

A. Description

1. Complete operating and maintenance instructions shall be provided to the Owner. Two (2) separate copies (three for the owner, one for the Architect) shall be provided, and each copy shall be bound in a separate 3-ring, loose leaf notebook. Operating instructions shall be provided for each system, and shall include a brief system description, a simple schematic and a sequence of operation. Operating and maintenance instruction shall be included for each piece of equipment. Manufacturers' Standard literature is acceptable for each piece of equipment. However, the contractor shall prepare a SYSTEM O&M manual including overall system descriptions, operating and energy conservation techniques.

2. A system wiring and control diagram shall be included in the operating and maintenance instruction.

3. Prior to final acceptance or beneficial occupancy, provide the services of a competent representative to instruct the Owner in the operation of all systems. This instruction shall include a complete walk-through of all equipment and systems. The Architect reserves the right to attend any such meeting and shall be duly notified.

3.03 OTHER SUBMITTALS:

A. Submit or provide the following prior to occupancy of the project by the Owner.

1. As built drawings for ductwork, HVAC piping, and plumbing systems.

2. All guarantees.

3. Submit two (2) copies of welders certificate.

4. Certify disinfection of domestic water service.

5. Manufacturer's representative shall certify that HVAC equipment and valves are installed in accordance with the manufacturer's recommendations.

END OF SECTION

SECTION 15015 DESIGN CONDITIONS

PART 1 GENERAL

1.01 DESCRIPTION: The requirements of the General Conditions and Supplementary Conditions apply to all Work herein.

PART 2 DESIGN CONDITIONS

2.01 DESIGN CONDITIONS:

A. Outside conditions are as follows:

	Dry Bulb Deg. F.	Wet Bulb Deg. F.
Summer Outside Air Temperature	98	80
Winter Outside Air Temperature	0	

B. The indoor design condition for cooling is 75 deg. F. dry bulb/50% relative humidity.

C. The indoor design condition for heating is 75 deg. F. dry bulb.

D. Schedule of Working Pressures:

	System	Working Pressure	Normal Operating Temperature Range
1.	Sanitary drain and vent	Atmospheric	Ambient
2.	Domestic Cold Water	150	Ambient
3.	Dom. Hot Water	150	140 deg. F.

E. Range of indoor design goals for HVAC sound control:

1. All occupied spaces shall have an NC range not to exceed NC 35.

END OF SECTION

SECTION 15016 CODES AND REGULATIONS

PART 1 GENERAL

1.01 DESCRIPTION:

A. This division and the accompanying drawings cover furnishing of all labor, equipment, appliances and materials and performing all operations in connection with the installation of complete air conditioning, ventilating, heating, plumbing and kitchen hood fire protection systems as specified herein and as shown on the drawings.

B. The general provisions of the Contract including the Conditions of the Contract (General, Supplementary and other conditions) and other divisions as appropriate, apply to work specified in this Division.

1.02 CODES, ORDINANCES AND PERMITS:

A. All heating, ventilating and air conditioning materials and workmanship shall comply with the following codes and standards as applicable:

1. The Standard Building Code (1997)

2. The Standard Mechanical Code (1997)

3. The National Electric Code (2002)

B. All plumbing materials and workmanship shall comply with the following codes and standards as applicable:

1. The Standard Plumbing Code (1997)

2. The Standard Fuel Gas Code (1997)

3. The National Electric Code (2002)

C. Applicable Publications: The publications listed below form a part of this specification to the extent referenced and are referred to in the text by the basic designation only.

1. Air-Conditioning and Refrigeration Institute Standards (ARI)

2. American National Standards Institute, Inc. Standards (ANSI)

3. American Society for Testing and Materials Publications (ASTM)

4. American Gas Association, Inc. Laboratories (AGA)

5. American Society of Mechanical Engineers Code (ASME)

6. Factory Mutual Underwriters (FM)

7. National Fire Protection Association Standard (2002)

8. Sheet Metal and Air Conditioning Contractor's National Association, Inc. (SMACNA)

9. Underwriters Laboratories, Inc. (UL)

PART 2 PRODUCTS

2.01 COORDINATION: Any modification to the mechanical systems and their components, the electrical systems, the building structure and architecture, or any other portion of the building that results from the use of any other than the basis of design equipment shall be coordinated with all plans and codes. Such coordination shall occur before shop drawing submittals and shall be clearly indicated on the shop drawings. Any related modifications shall be performed without any additional cost to the Contract.

PART 3 EXECUTION

3.01 GENERAL:

A. This Contractor shall conform to standards prescribed by City, County, State and Federal regulations or ordinances having jurisdiction. Execution of the Contract Documents indicates Contractor's knowledge of above regulations or ordinances and any changes that may be necessary to conform to such regulations or ordinances shall be made by this Contractor without extra cost to the Owner.

B. Permits required for the installation of the work, as well as all authorized code inspections, construction fees, meters and assessments shall be arranged for and paid for by the Contractor.

C. The contractor shall comply with all applicable provisions of the William-Steiger Occupational Safety and Health Act (O.S.H.A.).

END OF SECTION

SECTION 15020 IDENTIFICATION OF PIPING SYSTEMS

PART 1 GENERAL

1.01 APPLICABILITY:

A. All work specified in this Section shall comply with the general provisions.

B. All above ground piping inside the building shall be identified with color bands at each shut-off valve, each piece of equipment, each branch take-off, and 40'-0" maximum spacing on exposed straight pipe runs.

PART 2 PRODUCTS

2.01 PIPE MARKINGS:

A. Pipe markings shall be manufactured preprinted markings in accordance with the following:

1. No tape or self-adhering markers will be allowed.

2. Snap on pipe markers, W. H. Brady Co. or approved equal are acceptable.

3. Markers shall be strapped on with nylon fasteners.

4. Markers will be non-corrosive, non-conductive, mildew resistant and impervious to moisture.

2.02 BAND AND LETTER SIZE: Band and letter sizes shall conform to ASHRAE standards of the following table:

O.D. of Pipe Covering	Width of Color Band	Size of Letter/Numbers
1-1/4" and smaller	8"	1/2"
1-1/2" to 2"	8"	3/4"
2-1/2" to 6"	12"	1-1/4"
6" to 10"	24"	2-1/2"
over 10"	32"	3-1/2"

2.03 IDENTIFICATION: Band legend and color and letter color shall conform to the following table:

Piping Band	Legend Letters	Band Color	
Cold Water (Domestic)	CW (Dom)	Black	Green
Hot Water (Domestic)	HW (Dom)	Black	Yellow
Refrigerant Liquid	RL	Black	Yellow
Refrigerant Suction	RS	Black	Yellow
Drain	D	Black	Green

PART 3 EXECUTION

3.01 EXECUTION:

A. Locate pipe identification in the following areas:

1. Each riser.
2. Each valve.
3. One each side where piping passes thru walls and floors.
4. At each change in direction or height.
5. Every 40 feet along continuous runs.
6. Within 4 feet of exit or entrance to vessel or tank.

B. Indicate pipe content flow direction with arrows of matching style and placed so the arrow points away from the legend.

C. Manufactured preprinted markers shall be attached to the piping with self-locking nylon fasteners.

END OF SECTION

SECTION 15025 MOTOR CONTROLS AND WIRING

PART 1 GENERAL

1.01 SCOPE:

A. All electrical work specified in this Section shall comply with the provisions of Division 16.

B. All motors shall be provided.

C. A motor starter shall be provided under this Section for each motor including package units which shall be furnished with integral starters. Motor starters shall be installed either in a Motor Control Center or separately mounted adjacent to the motor served as shown, indicated and/or required.

D. Motor power wiring is defined as those conductors between the energy source and the motor. This power wiring shall be terminated at motor terminals and will be provided under Division 16 work.

E. All control wiring required for automatic starting and stopping of motors shall be provided under this Division unless specifically shown on the electrical drawings.

F. Power wiring will be connected through all line voltage control devices such as firestats, smoke detectors and thermostats by Division 16 work.

PART 2 PRODUCTS

2.01 MOTOR STARTERS: Starters for motors 1/3 horsepower or smaller shall be manual unless remote or automatic starting is required, in which case the starters shall be magnetic, full voltage, non-reversing, single-speed, unless otherwise indicated.

PART 3 EXECUTION

3.01 INSTALLATION:

A. Provide control wiring and install all motor starters, unless integrally factory mounted on a piece of equipment.

B. Provide control wiring to all motors except packaged units that are prewired between the starter and motor.

C. Where line voltage control devices are mounted at, on or inside a unit, such as aquastats, firestat for single phase devices, etc., the power wiring to the unit shall be connected through such a control device by the work of Division 16.

D. On final inspection, it shall be demonstrated to the Architect or his representative that each overload relay control circuit is properly wired and functioning correctly by manually tripping each overload relay individually, one at a time. This inspection procedure shall not involve removing any wiring or disconnecting any current carrying parts.

E. Standard minimum one-year warranty on all electrical equipment provided herein shall apply.

END OF SECTION

SECTION 15080 HVAC TEST AND BALANCE

PART 1 GENERAL

1.01 RELATED DOCUMENTS: All work specified in this Section is subject to the provisions of GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS AND SECTION 15010.

1.02 SCOPE OF WORK:

A. The Contractor shall procure the services of an independent Test and Balance Agency that is independent of any contractor or manufacturer to perform the testing and balancing and prepare reports to the General Contractor and to the Architects and Engineers.

B. The Test and Balance Agency contract shall not be assigned to any subcontractor; the Agency shall work directly under the General Contractor.

C. Testing and Balance Agency as part of its contract shall act as an authorized inspection agency, responsible to the Owner, and shall, during the test and balance, list systems that are installed incorrectly, require correction, or have not been installed in accordance with contract drawings and specifications.

D. One agency shall be responsible for all phases of Total System Balance.

E. Testing and balancing shall not begin until all systems have been completed and are in full working order. The Mechanical Contractor shall put all heating, ventilating, and air conditioning equipment into full operation and shall continue the operation of same during each working day of testing and balancing.

F. Upon the completion of the test and balance work, the Agency shall compile the test data and submit four (4) copies of the complete report to the Architect for his evaluation and approval.

G. After testing, adjusting, and balancing is complete, the Contractor shall visit the job during the heating cycle and during the cooling cycle to make adjustments to provide uniform temperatures throughout the building. Schedule the trips during the months of December through February for the heating cycle, and June through August for the cooling cycle. Obtain signed statements form the Owner acknowledging these two trips and subsequent adjustments. Submit statements to Architect.

1.03 LEAKAGE TESTS, MEDIUM AND HIGH PRESSURE DUCTS: Medium and high pressure duct leakage tests performed by the Contractor as specified under the Air Distribution Section shall be witnessed and certified by the Test and Balance Agency.

1.04 LEAKAGE TESTS, LOW PRESSURE DUCTS: The Test and Balance Agency shall witness and certify to duct leakage tests for low pressure ducts specified to be performed by the Contractor under the Air Distribution (or Air Conditioning) Section. The Test and Balance Agency shall furnish test instruments, confirm the readings, make the calculations for percentage of leakage in accordance with AABC standard methods and submit test report total. Leakage is specified to be not over 5% of the design CFM at the normal operating pressure of the duct system.

PART 2 PRODUCTS

2.01 MATERIALS:

A. Provide all required instrumentation, equipment, tools, devices and utility services to perform the operations as specified herein.

B. Instruments used for testing and balancing of system shall have been calibrated within six months preceding tests and checked for accuracy prior to start of work.

C. Instruments shall be of a type normally recognized as adequate and accurate for the test contemplated. List type of instrument, manufacturer, serial number and latest calibration date as a part of the submitted test data.

2.02 PATCHING MATERIALS: Except as otherwise indicated, use same products as used by original Contractor for patching holes in insulation, ductwork, and housings which have been cut or drilled for test purposes, including access for test instruments, attaching jigs, and similar purposes.

PART 3 EXECUTION

3.01 REQUIRED DOCUMENTS: The General Contractor shall provide the following, in a timely fashion to the Test and Balance Agency:

1. Contract drawings (complete set)
2. Applicable specifications
3. Addenda
4. Change orders
5. Reviewed shop drawings
6. Reviewed equipment manufacturer's submittal data
7. Reviewed temperature control drawings

3.02 COOPERATION: The General Contractor and his subcontractors shall cooperate fully with the Test and Balance Agency and provide:

1. Completely operable systems
2. The right to adjust the systems
3. Access to system components

3.03 BELT DRIVES:

A. Adjustable speed drives are to be adjusted by the Test and Balance Agency. In cases where the specified capacities cannot be obtained with the original adjustable sheave or original fixed drive sheave, the Agency is to report to the Contractor the sheave size required to obtain the specified capacity.

B. Where larger or smaller sheave sizes are required, the Contractor shall provide new sheaves and, if required, new belts as specified in the AIR HANDLING Section.

3.04 OPERATING TESTS: A complete system operating test shall be made for a period of 8 hours with controls set in their various positions to insure proper operation under the design conditions. All tests and final adjustments shall be made to the complete satisfaction of the Owner and the Architect.

3.05 CONTROL PERFORMANCE CHECK: The results produced by the operation of automatic controls shall be checked by the testing agency; controls requiring adjustment shall be listed and reported to the Contractor.

This does not reduce the responsibility of the Contractor for the checking and adjustment specified under the Temperature Control Section.

3.06 SETTINGS: The Test and Balance Agency shall permanently mark the settings of all valves, dampers, and other adjustment devices in a manner that will allow the settings to be restored. If a balancing device is provided with a memory stop, it shall be set and locked.

3.07 REPORT: The following items shall be tested, recorded, and incorporated in the test and balance report. The report shall not be limited to these items. but shall include these tests as minimum requirements.

1. Record each fan manufacturer, model numbers and serial numbers.

2. Test, adjust and record required and measured total CFM for each fan system. Test and record quantity of exhaust air in CFM.

3. Test, adjust and record all required and measured outside air quantities and return air CFM. Test and record quantity of return air in CFM.

4. Test and record required and measured system static pressures; filter differential, coil differential, and fan total static pressure.

5. Record all installed fan drive assemblies; fan sheaves, motor sheaves, and belts.

6. Record each installed motor manufacturer.

7. Record each installed motor horse power.

8. Test and record each motor name plate and measured voltage.

9. Test, adjust, and record each motor name plate and full load amperage.

10. Test, adjust, and record each blower RPM.

11. Test and adjust the CFM delivery of each diffuser, grille, and register.

12. Identify the location of each diffuser, grille, and register.

13. Record the size, type, and manufacturer of each grille, register and diffuser.

14. Data obtained for each diffuser, grille and register shall include required FPM velocity and test resultant velocity, required CFM and test resultant CFM after adjustments.

15. All diffusers, grilles, and registers shall be adjusted to minimize drafts.

16. All tests shall be made with supply, return, and exhaust systems operating, and all doors, windows, etc., closed or in their normal operating condition.

17. All damper positions shall be permanently marked after air balancing is complete.

18. The final balanced condition of each area shall include the testing and adjusting of pressure conditions. Front doors, exits, elevator shafts, etc., should be checked for air flow so that exterior conditions do not cause excessive abnormal pressure conditions.

END OF SECTION

SECTION 15100 PIPE HANGERS AND SUPPORTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS: Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions, apply to work of this section.

1.02 DESCRIPTION OF WORK:

A. Furnish hangers to support the required loads. Where necessary, supports shall be designed to permit movement due to expansion and contraction. Where drawings show details of supports and anchors, conform to details shown. Where details are not shown, conform to general requirements specified herein.

B. **"C" CLAMPS** shall not be used to support piping.

C. Do not pierce waterproofing with support bolts.

D. All ferrous metal hangers and supports not otherwise coated shall be provided with a field applied coat of zinc chromate primer prior to installation. In lieu of field painting the contractor may furnish cadmium plated, or galvanized hangers and supports.

1.03 QUALITY ASSURANCE:

A. All hangers, support, anchors, and guides shall be in accordance with the American National Standard Code for Pressure Piping, ANSI B31.1 with addenda 31.1 OA-69.

B. Provide an adequate suspension system in accordance with recognized engineering practices, using where possible, standard commercially accepted pipe hangers and accessories.

C. Horizontal suspended pipe shall be hung using adjustable pipe hangers with bolted hinged loops or turnbuckles. Chains, wire, perforated strap iron or flat steel strap are not acceptable.

D. Submit fastening methods to the structural engineer for approval and as approved copy to the engineer.

E. For the purpose of this specification figure numbers for Grinnell products are given; equal products by B-Line and Michigan Hanger Co. (M-Co) are acceptable.

1.04 DESIGN:

A. Supporting steel not shown for the equipment will be designed, supplied and erected by the Contractor. (The supporting steel is that steel which is connected to the structural steel shown on the drawings and carries the weight of the mechanical items.) This supporting steel design must carry the dead weight and dynamic load imposed by the equipment.

B. The supporting steel shall be connected to the structural steel in such a manner as not to overload the structural steel. It is the responsibility of the General Contractor, Mechanical Contractor and the steel fabricator to verify that this purpose is accomplished. It is the responsibility of the General Contractor to call to the attention of the Architect-Engineer any deficiency prior to bidding.

C. Where thermal movement in the pipe line will occur, the pipe hanger assembly must be capable of supporting the line in all operating conditions. Accurate weight balance calculations shall be made to determine the supporting force at each hanger in order to prevent excessive stress in either pipe or connected equipment.

PART 2 PRODUCTS

2.01 UPPER ATTACHMENTS:

A. Wood Construction:

1. Support piping in wood construction with Side Beam Bracket, Grinnell Fig. 202 or Hanger Flange, Grinnell Fig 128R, using lag screws.

2.02 WALL SUPPORTS: Where piping is run adjacent to walls or steel columns welded steel brackets Grinnell Fig. 195 and 199 may be used. The bracket shall be bolted to the wall and a back plate of such size and thickness as to properly distribute the weight.

2.03 FLOOR SUPPORTS:

A. Where pipe lines are located next to the floor and no provision for expansion are required support piping with Grinnell Fig. 258, pipe rest with nipple and floor flange.

B. Where provisions for expansion are required support piping with Grinnell adjustable pipe stand Fig. 274, or pipe roll stand Fig. 271.

C. Vertical piping shall be supported at every other floor using riser clamps Grinnell Fig. 261, for steel and cast iron pipe, and copper clad riser clamp Grinnell Fig. CT.121, for all copper piping.

2.04 SUPPORTS FOR PIPING OUTSIDE THE STRUCTURE: Support piping outside the structure on adjustable pipe supports Grinnell Fig. 264.

2.05 INTERMEDIATE ATTACHMENTS:

A. Supports for horizontal piping shall be all threaded galvanized steel, ASTM A-107, Grinnell Fig. 146, of the following sizes:

Pipe Size	Hanger Rod Diameter
2" and smaller	3/8"
2-1/2" and 3"	1/2"
4" and 5"	5/8"
6"	3/4"
8" to 12"	7/8"
14" and 16"	1"

2.06 PIPE ATTACHMENTS:

A. Hangers for insulated pipe shall be sized to bear on the outside of the insulation.

B. Hangers for steel and cast-iron horizontal piping where provision for expansion are not required shall be Grinnell Fig. 260, clevis type with vertical adjustment.

C. Hangers for uninsulated copper pipe 4" and smaller shall be copper plated adjustable band hangers Grinnell Fig. CT.99C., for pipe sizes over 4" provide Grinnell Fig. 260., clevis type hanger with a 4 psf lead saddle at each hanger location.

D. Hanger for PVC pipe shall be Grinnell Fig. CT.99, adjustable band hanger.

E. Hangers for steel and copper piping where provisions for expansion are required shall be Grinnell Fig. 171 or Fig 181, adjustable roller hanger with Grinnell Fig. 160., pipe covering protection saddles.

F. Support hot and cold water piping in spaces behind plumbing fixtures with plastic coated brackets and plastic coated U-bolts.

G. Pipe guides shall be Grinnell Fig. 256.

PART 3 EXECUTION

3.01 INSTALLATION:

A. Support horizontal equipment such as in-line pumps, strainer, air separators, independently of the piping system.

B. Hang pipe from substantial building structure. Pipe shall not be hung from other piping.

C. Support each horizontal length of NO-HUB cast iron pipe with in 2-1/2' of each joint and a maximum of 5'-0" on centers.

D. Provide a hanger within one foot of each elbow.

E. Provide a hanger within one foot of each riser in addition to the riser clamp support at every other floor.

F. Unless specified otherwise provide the following support spacing.

1.

Pipe Size	Support Spacing
1" and smaller	5'-0"
1-1/4" and larger	10'-0"

END OF SECTION

SECTION 15180 THERMAL INSULATION FOR HVAC SYSTEMS

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

A. Drawing and general provisions of Contract, including General and Supplementary Conditions and Specification sections, apply to work of this section.

B. All work specified in this Section is subject to the provisions of Section 15010.

1.02 DESCRIPTION:

A. All insulation products used outside of mechanical rooms shall meet NFPA requirements for Flame Spread Rating 25, Smoke Developed Rating 50, and Fuel Contributed 50.

B. **Staples shall not be used for securing insulation.** All insulation shall be installed in accordance with the insulation manufacturer's recommendations. Insulation shall be continuous through wall, ceiling, floor and roof openings and sleeves, except at fire/smoke dampers.

C. Supports for insulated piping shall be outside the insulation. Inserts shall be provided at hangers. Inserts shall be Foamglass Insulation, Calcium Silicate or Perlite and shall be 2" longer than the pipe shields. Pipe shoes welded to the pipe shall be used for roll type hangers.

D. All tests shall be completed before insulation is applied.

E. Do not store materials in building until it is enclosed and dry. Wet insulation shall not be installed.

F. Insulation products with self-sealing type jacket shall not be applied at temperatures below 40°F.

G. Items not to be insulated:

1. Ducts with internal lining or factory insulated ducts.

2. Exhaust ductwork inside building.

H. Clean and dry all surfaces to be insulated from loose scale, dirt, oil, water and other foreign matter.

I. Insulate completely all metal surfaces of piping, ductwork and equipment other than hangers.

J. Surface finishes shall present a tight smooth appearance.

K. Permit expansion and contraction without causing damage to insulation or surface finish.

L. Surface finish shall be extended to protect all surfaces, ends, and raw edges of insulation.

M. Vapor barriers must be continuous and uninterrupted throughout the system where specified except where insulation is interrupted for fire dampers. See details for special conditions.

1.03 PIPING:

A. Insulate all valves, strainers and fittings. For the purposes of this Specification, fittings include unions and flanges. Use premolded material where available.

B. Insulate valves up to and including bonnets.

1.04 DUCTWORK: Insulation shall cover all standing seams and metal surfaces. Materials shall be applied subject to their temperature limits.

1.05 QUALITY ASSURANCE:

A. Codes and regulations referred to are minimum standards. Where the requirements of these specifications or drawings exceed those of the codes and regulations, the drawings and specifications shall govern.

B. Any methods of application of insulation materials or finishes not specified in detail herein shall be in accordance with the particular manufacturer's published recommendations. Insulation shall be applied by experienced workers regularly employed for this type of work.

C. Insulation products shall be Owens-Corning, Certainteed, Armstrong, or Knauf.

PART 2 PRODUCTS

2.01 FOAMED PLASTIC SHEET, AND TUBING:

A. Minimum of 4.5 lbs. per cu. ft. Thermal conductivity shall not exceed 0.28 at 75° f mean temperature.

B. Insulate: Refrigerant Piping, Indirect refrig. waste and drains from air conditioning equipment.

C. Refrigerant piping outside the building shall be insulated with 1" thick flexible foamed plastic insulation.

2.02 PRE-MOLDED FIBER GLASS PIPE INSULATION: Pipe insulation (4 lbs. per cubic foot) shall be fibrous glass wool accurately molded to conform to the outside diameter of the pipe. Insulation shall be one piece snap-on or self-sealing type with white all service jacket. Insulation shall be suitable for use on either hot or cold water pipes with temperature range of +35 degrees to 400 degrees F. Thermal conductivity shall not exceed 0.26 at 75 degrees F. mean temperature.

INSULATION THICKNESS IN INCHES FOR PIPE SIZES

Piping Systems	Temperature Up to	Up to 1"	1 to 2"	2" to 3"	4"& over
Refrigerant hot gas and liquid	Any	3/4"	1"	1"	2"
Refrigerant Suction		3/4"`	1"	1"	2"

2.03 FIBERGLASS DUCT INSULATION:

A. Duct insulation round supply:

1. Duct wrap (blanket type) insulation shall be 2" thick, foil-faced 1 lb. density fiberglass type. Duct wrap shall be applied to all supply air ductwork not lined. Insulation shall have laps sealed with 3" wide fiberglass reinforced SMACNA foil tape. Thermal conductivity for duct wrap insulation shall be K=0.31 BTU-in. per sq. ft. per degree F mean temperature.

2.04 LOW PRESSURE DUCT LINER (RECTANGULAR SUPPLY & RETURN): Acoustical duct liner shall be a flexible type using long Fiberglass with a smooth firmly bonded fire-resistant surface to prevent erosion of the insulation. Surface shall not exceed 25 flamespread and 50 smoke development. Thermal conductivity shall not exceed 0.26 at 75° F. mean temperature. Noise reduction coefficient (NRC) shall not be less than .60 based on acoustical materials test, Mounting No. 6. Completely coat all duct surfaces with Benjamin Foster 85-15 adhesive. Neoprene coated side on liner shall face air stream. Sections shall be joined by coating the edges with Foster 30-36. Secure liner to duct system with self-adhering pins adhered to clean surface and secure with self locking washers; space pins not more than 4" from the edges and not more than 16" on centers. Lining shall meet National Board of Fire Underwriters' Standards for Internal Duct Application and shall have a minimum density of 1"-1-1/2 lbs. per cu. ft. All duct liner shall be marked with the density located so as to be visible on the exposed surface of the liner. Air friction correction factor shall not exceed 1.40 at 2000 FPM and 1.5 at 4000 FPM.

2.05 ADHESIVES, MASTIC, COATINGS:

A. Acceptable Manufacturers: Benjamin Foster, Childers, Insul-Coustic, EPOLUX, Minnesota Mining and Manufacturing Co.

B. Treatment of pipe jackets and duct facings to impart flame and smoke safety shall be permanent. The use of water-soluble treatments is prohibited.

C. Vapor barriers shall have a perm rating of not more than .05 perms. Adhesives, coatings and mastics shall have a perm rating of not more than .25 perms.

2.06 TAPE: Wherever tape is used for sealing purposes, it shall be of the type and shall be applied as recommended by the non-conductive covering manufacturer. Where recommendation is lacking, the tape used shall be sealed with Minnesota Mining Adhesive EC-1329.

2.07 INSULATING CEMENT: Insulating cement shall be O-C 110 mineral wool Benjamin Foster or Minnesota Mining, all purpose cement. Where insulating cement is applied to pipe fittings in concealed locations, it shall be "one-coat" cement.

PART 3 EXECUTION

3.01 GENERAL:

A. Surfaces to be insulated shall be clean, dry, and free of foreign material, such as rust, scale and dirt when insulation is applied. Perform pressure tests required by other Sections before applying insulation.

B. Where existing insulation is damaged due to the new work, repair damage to match existing work or replace damaged portion with insulation specified for new work.

3.02 INSULATION FOR PIPING SYSTEM:

A. Insulate pipe, fittings, flanges, unions and valves.

B. Install insulation materials with smooth and even surfaces, jackets drawn tight and cemented down smoothly at longitudinal seams and end laps. Do not use scrap pieces of insulation where a full length section will fit.

C. Install insulation, jackets and coatings continuous through wall and floor openings and sleeves.

D. Fittings, valves and flanges shall be insulated with field fabricated multiple mitered segments of molded fiberglass insulation of the same thickness as adjoining pipe insulation. Secure fitting insulation segments with 20 gauge galvanized steel wire and apply a smoothing coat of insulating cement. White fabric and mastic shall be used on exposed fittings.

E. Application of all materials shall be in accordance with the manufacturer's instructions.

F. Butt all joints of pipe insulation together and secure all jacket laps with lap adhesive. Seal all butt joints with joint straps furnished with insulation.

G. Care shall be taken so as not to place insulation over vent and drain inlets and outlets.

H. **Staples are not permitted on pipe insulation.**

I. Insulate all refrigerant piping and appurtenances subject to sweating, such as thermometer wells, gauge cocks, and valve stems, with preformed and mitered fiberglass pipe insulation. Finish with white vapor barrier mastic.

3.03 INSULATION FOR DUCT SYSTEM: Secure insulation to duct with Benjamin Foster 85-15 adhesive applied in 4 inch strips around the duct on 8 inch centers. Nylon cord shall be used to secure the insulation. Where ductwork is 36" wide or more secure insulation to the bottom of the duct using self adhering pins and self locking washers placed not more than 18 inches on center. Insulation shall overlap lining and factory applied insulation a minimum of 2 inches. Vapor barrier at all butted joints or breaks shall be sealed with 4" inch wide foil reinforced tape adhered with Benjamin Foster 82-07.

END OF SECTION

SECTION 15317 REFRIGERANT PIPING SYSTEM

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

A. The requirements of the General Conditions and Supplementary Conditions.

B. Refer to Specification Section 15100 for specification and installation requirements of the pipe support system.

C. Refer to Specification Section 15180 for specification and installation of thermal insulation for the various types of pipe, fittings, and accessories specified in this section.

1.02 DESCRIPTION OF WORK:

A. Extent of the piping systems work is indicated on the Drawings and schedules, and by the requirements of this section.

B. The construction requirements herein shall include appurtenant structures and buildings to which the piping system is to be connected.

1.03 QUALITY ASSURANCE:

A. Codes and regulations referred to are minimum standards. Where the requirements of these specifications or drawings exceed those of the codes and regulations, the drawings and specifications shall govern.

B. Firms regularly engaged in manufacture of piping products of types, materials and sizes required, whose products have been in satisfactory use in similar service for not less than five (5) years are approved.

C. Certify brazing procedures, brazes and operators in accordance with Section IX ASME Boiler and Pressure Vessel Code (ANSI B31.5). Two copies of the qualification test report and certification shall be submitted to the Architect.

1.04 DEFINITIONS: Pipe sizes listed are for outside diameter of the pipe (O.D.).

PART 2 PRODUCTS

2.01 REFRIGERANT PIPE:

A. <u>All Pipe Sizes:</u>

1. Type: Copper tubing of the pipe sizes listed.

2. Class: Type L hard drawn tubing, ASTM B-88

3. Fitting: Sweat type wrought copper.

4. Joints: Socket brazed with 95-5 tin-antimony

PART 3 EXECUTION

3.01 GENERAL PIPE SYSTEM:

A. Nonferrous Metallic Pipe: Where nonferrous metallic pipe, e.g., copper tubing, crosses ferrous piping material, a separation must be maintained between pipes.

B. Cut pipe accurately to measurements, and ream free of burrs and cutting splatter. Carefully align and grade pipe, and work accurately into place. Fittings shall be used for any change in direction. Provide for expansion at every building expansion joint. Protect open pipe ends to prevent trash being placed in the lines during installation. Clean all dirt and cutting debris from pipes before making the next joint.

C. Install piping so as to preserve access to all valves, air vents, and other equipment and to provide the maximum headroom possible.

D. Joints shall be made with nitrogen gas in the pipes to prevent oxidation. All piping shall be installed parallel to or at right angles with building walls, columns, and partitions.

E. Clean inside of refrigerant lines with methyl alcohol before assembly and take care thereafter to prevent foreign matter from entering and being sealed in. Cut pipe ends square and deburr. Clean pipe and fitting with #00 steel wool before joining. Make joints without burning.

3.02 TESTS:

A. Test refrigerant piping, equipment, valves and fittings at a pressure of 245 psi on the low side and 300 psi on the high side by introducing refrigerant and dry carbon dioxide (C02) or nitrogen throughout the refrigerant circuit. Bubble test joints with soap lather, clean joints of soap and leak-test with a halide torch. The system shall be pumped out and the entire circuit placed under 27 inches of vacuum and allowed to stand sealed off for a period of 8 hours, without any loss of vacuum.

B. Submit an affidavit signed by the Architect's representative and the Contractor's representative stating they have witnessed and approved the dehydration test.

3.03 SUBMITTALS: Submittals shall include but shall not be limited to a diagram approved by the compressor manufacturer, to include the size and length of the refrigerant piping, all offsets and elbows required for the installation location of all valves, filter driers, moisture and liquid indicators and flexible connectors where required.

END OF SECTION

SECTION 15400 PLUMBING BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.01 DESCRIPTION:

A. This Section of the Specifications and related drawings describe requirements pertaining to the plumbing piping and equipment.

B. Refer to the following sections for related work:

15011 Submittals
15020 Identification of Piping Systems
15100 Pipe Hangers and Supports
15431 Drains, Cleanouts and Drainage Accessories
15442 Water Heaters - Electric
15450 Plumbing Fixtures & Trim

1.02 CODE:

A. The work shall comply with the Standard Plumbing Code (1997 Edition); acceptability under the codes shall not authorize any substitution, smaller size, lighter weight or less durable materials for the items specified.

B. The Contractor shall obtain and pay for all required permits and inspections and shall deliver one copy of each inspection certificate to the Architect before the date of Substantial Completion.

PART 2 PRODUCTS

2.01 PIPING MATERIALS FOR DRAINAGE SYSTEMS:

A. Drainage piping all sizes: Polyvinyl chloride pipe (PVC) ASTM D2665, PVC Type DWV fittings with solvent weld joints.

B. Condensate Drain Piping: Polyvinyl chloride pipe (PVC) ASTM D2665, PVC Type DWV fittings with solvent weld joints.

2.02 ROOF FLASHING: Vent pipes passing through roof shall be flashed with a one piece pipe flashing unit constructed of E.P.D.M. rubber with an aluminum reinforcing ring suitable for a temperature range of -25°F to 250°F as manufactured by Butler Manufacturing Company or approved equal. Flashing to be installed in accordance with metal building manufacturer recommendations. Vents shall offset in roof joist area or ceiling cavity if necessary so that no vent shall be closer than 4"-0" from outside wall line.

2.03 WATER PIPING:

A. Aboveground piping 3" and smaller: Type "L" copper tubing with tin-antimony soldered joints and wrought copper socket fittings.

B. Underground piping 1-1/2 inches and larger below building slab: Type "K" hard drawn copper tubing, with 95-5 silver soldered joints and wrought copper socket fittings.

C. Underground piping 1-1/4 inches and smaller below building slab: Type "L" soft drawn copper tubing, with no joints.

D. Underground piping outside building all sizes: Polyvinyl chloride (PVC) plastic piping Schedule 40, ASTM D1785 with 150 PSI minimum pressure rating. Fittings shall conform to ASTM D2466 with solvent weld joints conforming to ASTM D2564.

2.04 BASIC PIPING SPECIALTIES:

A. Unions:

1. Unions shall be the same material and working pressure as the fittings specified for the piping system. Unions on piping 2-1/2 inches in size and larger shall be bolted flanged joint and on smaller than 2-1/2 inches shall be screwed connection.

2. Unions and flanges provided between copper and ferrous pipe connections shall be insulating (dielectric) type to electrically separate dissimilar metal connections in piping system.

B. Dielectric Adapters:

1. Dielectric adapters shall be the union type for pipes 2 inches in size and larger. Adapters shall have working pressure of 250 psi for union type and 165 psi for flanged type. The insulating gaskets shall have an operating range of 40 degrees F. to 240 degrees F. and shall limit the galvanic corrosion to a maximum of 1% of the short circuit current. Dielectric adapters shall be Ebco, Crane or Capitol.

2. Provide a dielectric adapter between any ferrous and copper connection including piping and equipment.

C. Thermometers:

1. Thermometers shall be the red-reading mercury filled adjustable angle type. Thermometers shall be adjustable to any angle through a 180 degree arc and shall be provided with a locking device. Thermometers shall have V-cast aluminum case with baked enamel finish and 9 inch scale. Thermometers shall be provided with separable sockets and, where installed on insulated pipes, sockets shall be extended neck type. Thermometer scale range shall be 0 to 160 degrees F. Thermometers shall be Weksler Adjust-Angle Series Type AA-5, Trerice Adjustable Angle Series Type BX, or Weiss Vari-Angle Series Type VS.

D. Pipe Sleeves:

1. The Contractor shall install, as required, in concrete, carpentry or masonry construction, all necessary hangers, sleeves, expansion bolts, inserts and other fixtures and appurtenances necessary for the support of all pipe, equipment and devices furnished under each section of the Specification.

2. Cutting of openings and installation of sleeves or frames through walls and surfaces shall be done in a neat workmanlike manner. Openings shall be cut only as large as required for the installation; sleeves, except as otherwise indicated, and/or frames shall be installed flush with finished surfaces and grouted in place. Surfaces around opening shall be left smooth and finished to match surrounding surface.

3. Where pipes pass through floor slabs, sleeve shall be standard weight black steel pipe with top of sleeve 3" above finished floor. Where pipes pass through walls, sleeves shall be standard weight black steel pipe or 20-gage galvanized sheet metal with ends flush with wall surfaces.

4. Each pipe passing through walls, floors, ceilings or partitions shall be provided with sleeves having internal diameter one inch larger than the outside dimensions of insulated pipes.

5. All pipe sleeves through floors, roofs and masonry walls shall be built in place as the affected walls, floors, and roofs are built.

6. Sleeves through exterior wall shall be steel or cast iron pipe, flush with the exterior surfaces, and with the space between the pipe and the sleeves caulked watertight in an approved manner.

7. Inserts shall be cast iron or galvanized steel individual type, with accommodations for removable nuts and threaded rods up to 3/4 inch diameter, and permitting lateral adjustment.

E. Floor, Wall and Ceiling Plates:

1. Escutcheons shall be installed on all pipes where they pass through floors, ceilings, walls, or partitions in finished areas.

2. The interior of closets, adjacent to finished areas, shall be considered as finished for the intent of these Specifications.

3. Escutcheons shall be split, hinged, stamped brass type designed to fit the pipe, and to cover the terminating pipe sleeve, in chrome plated finish unless otherwise specified, with securing device to hold the escutcheon tight to the pipe.

2.05 WATER HAMMER ARRESTORS: Water hammer arrestors shall be piston operated, type "K" copper, pressure rated for 250 psi, tested and certified in accordance with PDI standard WH-201; Precision Plumbing Products, Inc., or approved equal.

2.06 VALVES:

A. All shutoff valves shall be gate or ball valves unless otherwise noted.

B. Gate valves 2" and smaller shall be of Class 125, body and bonnet shall be of ASTM B-62 cast bronze composition, solid disc, copper-silicon alloy stem, brass packing gland, solder ends, Teflon-impregnated packaging, and malleable handwheel; NIBCO S-11 or approved equal. Class 150 valves meeting the above specifications may be used where pressure requires; NIBCO S-134 or approved equal.

C. Ball valves 2" and smaller shall be 600 psi CWP, have cast brass bodies, replaceable reinforced Teflon seats, conventional port, blowout proof stems, chrome-plated brass ball, solder ends with extended solder cups; NIBCO S-580-BR-R-70 or approved equal.

2.07 PLUMBING SYSTEM INSULATIONS:

A. All pipe insulation material shall have a permanent composite insulation, jacket and adhesive fire and smoke hazard rating as tested by procedure ASTM-B84, NFPA 255, and UL 723 not exceeding Flame Spread 25, Smoke Developed 50.

B. The use of staples for securing insulation will not be permitted.

C. Insulation shall be applied on clean dry surfaces. All insulation shall be continuous through wall and ceiling openings and sleeves.

D. Ends of fiberglass pipe insulation on cold pipe lines shall be sealed off with white vapor barrier coating at valves, flanges and fittings.

E. Unions shall not be insulated.

F. Pipe covering protection shields and saddles shall be provided around exterior of pipe insulation at pipe hangers which fit around pipe insulation. Foamglass pipe insulation shall be used under saddles on pipe 2" and larger.

2.08 FIBERGLASS PIPE INSULATION: Insulation on all aboveground piping within building shall be one piece fibrous glass sectional pipe insulation with white all service jacket. Longitudinal jacket laps and butt strips shall be self-sealing. Insulation shall have an average thermal conductivity not to exceed 0.23 BTU-in. per square foot per degrees F. per hour at a mean temperature of 75 deg. F. Insulation shall be Owens Corning Fiberglass 25 ASJ/SSL or equal.

2.09 APPLICATION:

A. Butt all joints of pipe insulation together and secure all jacket laps with lap adhesive. Seal all butt joints with joint straps furnished with insulation.

B. Fittings, valves and flanges shall be insulated with molded fiberglass insulation of the same thickness as adjoining pipe insulation. Insulation at fittings shall be covered with white PVC jacket as manufactured by Zeston or equal.

INSULATION THICKNESS IN INCHES FOR PIPE SIZES

	Temperature Up to	Up to 1"	1¼ to 2"	2½ to 4"	4" & Over
Cold Water	50°-65°F	1/2"	1"	1"	1"
Hot Water	200°	½”	1”	1”	1-1/2”

2.11 PIPE HANGERS AND SUPPORTS: Provide pipe hangers and supports in accordance with Section 15100 "Pipe Hangers and Supports”.

PART 3 EXECUTION

3.01 INSTALLATION:

A. Install soil and vent piping pitched to drain at minimum slope of 1/4" per foot (2%) for piping 3" and smaller, and 1/8" per foot (1%) for piping 4 " and larger.

B. Install piping and make all joints in accordance with the pipe manufacturer's recommendations. Make provisions for thermal expansion and contraction.

C. Install cleanouts on drainage piping where indicated on the drawings and as required by the code, and at every change in direction of more than 45 deg. in horizontal piping. Locate wall cleanouts as low as possible but high enough for the cover plate to clear the base. Locate test tees where necessary to separate sections of piping for testing.

D. Rough-in for fixtures in accordance with the fixture manufacturer's roughing-in drawings to provide the heights and locations indicated on the Architectural drawings or as specified.

E. Set floor cleanouts so that the top rims are level and flush with the finished floor surface and so that square and rectangular tops are parallel to the walls, unless otherwise noted.

F. Install piping and pipe supports as specified. Keep pipe ends closed except for vent and drain openings; protect vent and drains from the entrance of materials that could cause stoppage.

G. Vents shall terminate at 1'-0" above roof.

H. Install shut-off valves where indicated on the drawings and required by the code including valves at all fixture groups, and equipment.

I. Install drain valves at low points of all new water piping except buried piping.

3.02 EXCAVATION, TRENCHING AND BACKFILLING:

A. Perform all excavation, trenching and backfilling for work under Division 15. During excavation, material for backfilling shall be piled back from the banks of the trench to avoid overloading and to prevent slides and cave-ins. All excavated materials not to be used for backfilling shall be re moved and disposed of. Grading shall be done to prevent surface water from flowing into trenches and other excavation and any water accumulating therein shall be removed by pumping. All excavations shall be made by open cut. No tunneling shall be done.

B. Bottom of trench shall be uniformly graded to provide firm support and even bearing surface for pipe.

C. Pipe shall be laid on firm soil, laid in straight lines and on uniform grades. Provide bell holes so that barrels of pipe rest evenly on bottom of trench along entire length of pipe .

D. Pipe shall be inspected and tested prior to backfilling. No roots, rocks or foreign materials of any description shall be used in backfilling the trenches. Trench shall be hand filled to a minimum of 12" above the top of the pipe with clean earth and tamped to 95 percent compaction after first layer using the modified Proctor test method of compaction.

3.03 TESTS OF PIPING:

A. Install temporary connections and plugs or valves at all points necessary for venting air from the piping, filling, holding test pressure, draining and flushing the piping.

B. Test all new soil, waste and vent piping under 10 feet head of water (except for the uppermost 10 feet) as required by the Plumbing Code, with zero leakage allowed. The test pressure shall be maintained for at least 30 minutes before inspection starts and maintained for the time necessary to inspect all joints but not less than 15 minutes.

C. Test all new pressure piping roughing hydrostatically to show zero leakage in eight (8) hours at the following pressures measured at the low points: Domestic water (C.W. and H.W.), 125 psi.

3.04 FLUSHING AND STERILIZING:

A. Flush all new water piping after pressure tests and repairs are completed by draining from the low points; refill with clean water.

B. Sterilize the above ground water piping after fixtures and equipment are installed with 50 ppm chlorine solution distributed throughout all C.W. and H.W. piping; let stand for 24 hours, then flush enough water at drinking fountains and lavatories to reduce the residual chlorine content to less than one (1) ppm. Domestic water heater shall have the heat source shut off while sterilization is in progress.

3.05 START-UP, ADJUSTMENT, INSTRUCTION: Start-up, lubricate, adjust and test equipment installed under this Section and furnish instructions to the Owner.

3.06 OPERATIONAL TESTS:

A. When installation and adjustment of all fixtures and equipment is complete, perform operational tests of all plumbing system components at normal operating pressures and include the following tests:

1. Operate all manual and automatic valves at least one full open-closed cycle; examine for stem leakage, failure to close or other malfunction.

2. Pour at least five (5) gallons of water into every floor drain to test for pipe stoppage.

END OF SECTION

SECTION 15431 DRAINS, CLEANOUTS & DRAINAGE ACCESSORIES

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

A. All work specified in this section is subject to the general provisions.

B. Refer to the following sections for related work in connection with drains, cleanouts and drainage accessories.

15011 Submittals
15400 Plumbing Basic Materials and Methods

1.02 DESCRIPTION OF WORK: The number and size of the drains and cleanouts are indicated and scheduled on the drawings.

1.03 QUALITY ASSURANCE:

A. Manufacturing firms shall be regularly engaged in the manufacture of plumbing products of type and sizes required, whose products have been in satisfactory use in similar service for not less than five (5) years.

B. Subject to compliance with requirements, provide drains, cleanouts & drainage accessories of one of the following manufacturers:

1. Josam Mfg. Co.

2. Smith (Jay R.) Mfg. Co.

3. Wade div., Tyler Pipe

4. Zurn Industries, Hydromechanics Div.

PART 2 PRODUCTS

2.01 GENERAL:

A. Provide factory fabricated drainage piping products of the size and type as indicated on drawings, including features as specified herein. Where not indicated, provide proper selection as determined by installer to comply with installation requirements and governing regulations.

B. Floor drains shall be provided with trap primer connections where indicated on drawings.

C. All floor drains without trap primers shall be provided with deep seal "P" traps.

2.02 CLEANOUTS:

A. Vertical and horizontal lines exposed - Test Tee - Smith 4510.

B. Vertical lines concealed - Smith 4472 with stainless steel access cover.

C. Horizontal lines under unfinished floors - Smith 4405.

D. Finished Floors - Smith 4023 cast iron adjustable floor level cleanout assembly with round polished bronze top.

E. Finished Floors - Linoleum, Terrazzo or Tile - Smith 4143 cast iron adjustable floor level cleanout assembly with round polished bronze top. Top depression to be covered with surrounding floor pattern bonded with waterproof adhesive.

F. All lines outside of building - Smith 4400.

G. Finished floors - Carpet Smith 4023-Y cast iron adjustable floor level cleanout assembly with nickel bronze top an 1-1/2" diameter stainless steel carpet marker. Carpet shall cover top of cleanout with carpet marker exposed above carpet to serve as cleanout locator.

PART 3 EXECUTION

3.01 EXECUTION:

A. All floor drain strainers shall be securely fastened to drain body.

B. During construction drains shall be kept covered so that traps, sediment buckets and dome type strainers are kept free from debris and trash.

END OF SECTION

SECTION 15442 WATER HEATERS - ELECTRIC

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

A. All work specified in this section is subject to the provisions of Section 15010 "Mechanical General".

B. Refer to the following sections for related work in connection with electric water heaters:

15011 Submittals
15020 Identification of Piping System
15100 Pipe Hangers and Supports
15400 Plumbing Basic Materials and Methods

1.02 DESCRIPTION OF WORK: The number and size of the electric water heaters are indicated on the drawings and schedules.

1.03 QUALITY ASSURANCE:

A. Manufacturing firms shall be regularly engaged in the manufacture of electric water heaters of type and sizes required, whose products have been in satisfactory use in similar service for not less than five (5) years.

B. Provide water heaters which comply with ASHRAE 90.1b-1992 for energy efficiency.

C. U.L. and NEMA Compliances - Provide electrical components required as part of electric water heaters, which have been listed and labeled by Underwriters Laboratories and comply with NEMA Standards.

D. NEC Compliance - Comply with the National Electric Code as applicable to installation and electrical connections of ancillary electrical components of electric water heaters.

1.04 SUBMITTALS:

A. Product Data - Submit manufacturer's plumbing equipment specifications, installation and start-up instructions.

B. Maintenance Data - Submit maintenance data and parts lists for each item of accessory equipment. Include "trouble-shooting" maintenance guides. Include this data in maintenance manual.

PART 2 PRODUCTS

2.01 GENERAL: Refer to schedule for heater size, capacity, electrical characteristics and element operation.

2.02 ELECTRIC INSTANTANEOUS HEATER:

A. Electric instantaneous point of use water heater shall have cast aluminum alloy or high strength reinforced plastic housing. Heating coils shall be flow switch activated and thermostatically controlled.

B. Provide flow control fitting at inlet of heater. Provide ball valve at inlet and outlet of heater.

C. Instantaneous water heater as manufactured by Chronomite, EEMAX, Stiebel Eltron or approved equal.

PART 3 EXECUTION

3.01 INSTALLATION OF WATER HEATER:

A. Install water heater as indicated, in accordance with manufacturer's installation instructions, and in compliance with applicable codes.

B. Connections - Make connections between water heaters and domestic water piping shutoff valves with unions or flanges as indicated. Provide dielectric isolation at all connections.

C. Identification - Provide sign securely attached to water heater identifying equipment number, service and capacity. Provide valve tags on all valves and provide identification on all piping connections to water heaters.

D. Disinfection and Flushing - Disinfect in accordance with potable water piping requirements and flush water heaters upon completion of installation in accordance with manufacturer's instructions, and comply with applicable health codes.

END OF SECTION

SECTION 15450 PLUMBING FIXTURES & TRIM

PART 1 GENERAL

1.01 RELATED DOCUMENTS: Drawings and general provisions of Contract, including General and Supplementary Conditions apply to work of this section.

1.02 DESCRIPTION OF WORK:

A. Extent of plumbing fixtures and trim work is indicated by drawings and schedules, and by requirements of this section.

B. Refer to Division-16 sections for electrical connections to water coolers and other plumbing fixtures; not work of this section.

1.03 QUALITY ASSURANCE:

A. Manufacturing: Firms shall be regularly engaged in the manufacturing of plumbing fixtures of the type, style and configuration required, whose products have been in satisfactory use in similar service for not less than five (5) years.

B. Comply with applicable portions of the Plumbing Code, latest edition, pertaining to materials and installation of plumbing fixtures.

C. Comply with applicable ANSI standards pertaining to plumbing fixtures and systems, and bath tub units.

D. Comply with ANSI A117.1 standard and the Americans with Disabilities Act (ADA) pertaining to plumbing fixtures for handicapped.

E. Comply with standards established by Plumbing and Drainage Institute pertaining to plumbing fixture supports.

F. Comply with applicable FS WW-P-541/-Series sections pertaining to plumbing fixtures.

G. Provide water coolers which are rated and certified in accordance with applicable Air-Conditioning and Refrigeration Institute standards and are listed by Underwriter's Laboratories.

1.04 SUBMITTALS:

A. Submit manufacturer's specifications for plumbing fixtures and trim, including catalog cut of each fixture type and trim item furnished, roughing-in dimensioned drawings, templates for cutting substrates, fixture carriers, and installation instructions.

B. Submit maintenance data and parts lists for each fixture type and trim item, including instructions for care of finishes. Include this data in maintenance manual.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING:

A. Deliver plumbing fixtures individually wrapped in factory-fabricated containers.

B. Handle plumbing fixtures carefully to prevent breakage, chipping and scoring the fixture finish. Do not install damaged plumbing fixtures; replace and return damaged units to equipment manufacturer.

C. Fixtures shall be protected after installation to prevent scratches, dents, surface mar or any other damage during the course of construction.

PART 2 PRODUCTS

2.01 PLUMBING FIXTURES:

A. Provide factory-fabricated fixtures of type, style and material scheduled on drawings. For each type fixture, provide fixture manufacturer's standard trim, carrier, seats, and valves as indicated by their published product information; either as designed and constructed, or as recommended by the manufacturer, and as required for a complete installation. Where more than one type is indicated, selection is Installer's option; but, all fixtures of same type must be furnished by single manufacturer. Where type is not otherwise indicated, provide fixtures complying with governing regulations.

B. Fixture color shall be white unless noted otherwise.

2.02 MATERIALS:

A. Provide materials which have been selected for their surface flatness and smoothness. Exposed surfaces which exhibit pitting, seam marks, roller marks, foundry sand holes, stains, discoloration, or other surface imperfections on finished units are not acceptable.

B. Where fittings, trim and accessories are exposed or semi-exposed, provide bright chrome-plated or polished stainless steel units. Provide copper or brass where not exposed.

2.03 PLUMBING FITTINGS, TRIM AND ACCESSORIES:

A. At locations where water is supplied (by manual, automatic or remote control), provide commercial quality faucets, valves, or dispensing devices, of type and size indicated, and as required to operate as indicated. Include manual shutoff valves and connecting stem pipes to permit outlet servicing without shut-down of water supply piping systems.

B. Include removable P-traps where drains are indicated for direct connection to drainage system.

C. Provide manufacturer's standard exposed fixture bolt caps finished to match fixture finish.

D. Where fixture supplies and drains penetrate walls in exposed locations, provide chrome plated cast-brass escutcheons with set screw.

E. Provide aerators on all faucet sets of types approved by Health Departments having jurisdiction.

F. Comply with additional fixture requirements contained in fixture schedule.

2.04 MANUFACTURERS:

A. Subject to compliance with requirements, provide plumbing fixtures and trim of one of the following:

1. Plumbing Fixtures:

    a. American Standard, U.S. Plumbing Products
    b. Eljer Plumbingware Division, Wallace-Murray Corporation
    c. Kohler Company
    d. Crane Plumbing Co.

2. Plumbing Trim:

    a. American Standard, U.S. Plumbing Products
    b. Chicago Faucet Company
    c. Eljer Plumbingware Division, Wallace-Murray Corporation
    d. Kohler Company
    e. Delta Commercial Faucet Co.
    f. T & S Brass and Bronze Works, Inc.
    g. Eastman Brasscraft
    h. McGuire Manufacturing Co.

3. Fixture Seats:

    a. Bemis Mfg. Co.
    b. Beneke Corp., Div. Of Beatrice Foods
    c. Church
    d. Olsonite Corp., Olsonite Seats

4. Water Coolers:

    a. Oasis
    b. Elkay Mfg. Co.
    c. Halsey Taylor Div.
    d. Haws Drinking Faucet Co.

5. Service Sinks/Mop Sinks:

    a. American Standard, U.S. Plumbing Products
    b. Eljer Plumbingware Div., Wallace-Murray Corp.
    c. Fiat Products, Unit of Mark Control Corp.
    d. Kohler Co.
    e. Stern-Williams Co., Inc.

6. Stainless Steel Sinks:

    a. American Standard, U.S. Plumbing Products
    b. Elkay Mfg. Co.
    c. Just Mfg. Co.
    d. Kohler Co.

7. Fixture Carriers:

    a. Josam Mfg. Co.
    b. J.R. Smith
    c. Wade
    d. Zurn Industries, Inc., Hydromechanics Div.

8. Emergency Fixtures:

   a. Guardian
   b. Haws
   c. Bradley

PART 3 EXECUTION

3.01 INSPECTION AND PREPARATION:

A. Examine roughing-in work of domestic water and waste piping systems to verify actual locations of piping connections prior to installing fixtures. Also examine floors and substrates, and conditions under which fixture work is to be accomplished. Correct any incorrect locations of piping, and other unsatisfactory conditions for installation of plumbing fixtures. Do not proceed with work until unsatisfactory conditions have been corrected.

B. Install plumbing fixtures of types indicated where shown and at indicated heights; in accordance with fixture manufacturer's written instructions, roughing-in drawings, and with recognized industry practices. Ensure that plumbing fixtures comply with requirements and serve intended purposes. Comply with applicable requirements of the Plumbing Code pertaining to installation of plumbing fixtures.

C. Fasten plumbing fixtures securely to indicated supports or building structure; and ensure that fixtures are level and plumb. Secure plumbing supplies behind or within wall construction so as to be rigid, and not subject to pull or push movement.

D. Where fixtures are mounted against or abut walls, caulk along fixture.

3.02 CLEAN AND PROTECT:

A. Clean plumbing fixtures of dirt and debris upon completion of installation.

B. Protect installed fixtures from damage during the remainder of the construction period.

3.03 FIELD QUALITY CONTROL:

A. Upon completion of installation of plumbing fixtures and after units are water pressurized, test fixtures to demonstrate capability and compliance with requirements. When possible, correct malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units and proceed with retesting.

B. Inspect each installed unit for damage to finish. If feasible, restore and match finish to original at site; otherwise, remove fixture and replace with new unit. Feasibility and match to be judged by Architect. Remove cracked or dented units and replace with new units.

3.04 EXTRA STOCK: Furnish special wrenches and other devices necessary for servicing plumbing fixtures and trim to Owner with receipt. Furnish one (1) device for every ten (10) units.

END OF SECTION

SECTION 15668 SPLIT SYSTEM HEAT PUMP

PART 1 GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section is subject to the provisions of Section 15010

B. Split system air handler shall be provided with minimum capacities scheduled, shall met all constraints of construction, and shall comply with all sections of this specifications.

1.02 COORDINATION: The units of one manufacturer have been used as a basis of design. Any modifications to ductwork, piping, wiring, building structure, etc., that result from the use of nay other units shall be coordinated with all trades prior to delivery of approved equipment from the manufacturer to the job site. Any costs incurred because of these modifications shall be the responsibility of the Contractor.

1.03 ACCEPTABLE MANUFACTURERS: The following manufacturers are acceptable on this project: Carrier, Lennox and Trane. The manufacturer shall have a local distributor with repair parts in stock or have access to repair parts within a 24 hour period.

PART 2 PRODUCTS

2.01 BLOWER COIL UNIT:

A. Furnish and install units of the type and size as shown on the drawings. The unit and application rating data shall bear the ARI and UL seal. Units shall be for arrangement as shown on drawings.

B. The cabinet shall be constructed of 20 gauge steel. The cabinet shall be reinforced, braced and welded for maximum strength. All interior casing parts exposed to moisture laden atmosphere shall be zinc-coated sheet metal. Casing on cabinet unit shall be sound and thermal insulated with a glass fiber blanker fastened with water-proof adhesive. The basic unit front shall have heavy density ½" glass fiber insulation for thermal and acoustic insulation.

C. The coil shall be of the copper or aluminum tube, aluminum fin direct expansion type and shall meet the capacities as specified.

D. The unit drain pan shall have a zinc protective coat and shall be insulated on the underside. The drain pan is pitched to provide a smooth surface for positive condensate drainage, provided the unit is installed level.

E. The fans shall be centrifugal forward curved, double width. The fan housing volutes shall be metal high strength material.

F. Motors shall have thermal overload protection with resilient mounts.

G. Unit shall be furnished with built-in electric heating coil sized as shown on drawings. Coil shall have nichrome element, contactor, and safety controls. Coil shall be UL listed.

H. Unit shall be furnished with filter frame and 2 sets of 1" throwaway filters, Farr 30/30 or approved equal. Filter frame shall be furnished by manufacturer or job built to unit manufacturer’s specifications.

I. Unit shall be Trane or approved equal by Carrier, York, or McQuay.

2.02 OUTDOOR HEAT PUMP UNIT:

A. Furnish and install in accordance with the manufacturer's instructions air cooled heat pump compressor/coil/fan units as shown on the drawings. Units shall be ARI rated.

B. The unit frame shall be a one piece welded assembly with zinc coated steel formed channel members. Exterior surfaces shall be phosphatized, epoxy primed and finished with baked on enamel.

C. Compressor shall be of the hermetic reciprocating type. Compressor shall have a forced feed lubrication system with strainers, magnetic plugs and centrifugal cleaning, reversible, positive displacement oil pump, two point lubrication for each bearing surface, built-in crankcase heater, internal spring loaded relief valves between high and low sides. Hermetic motors shall be suction gas cooled, sized for operation within the limits of the motor rating. Solid state sensors imbedded in motor windings shall protect the motor fan overtemperature or overloads.

D. Condenser fans shall be of the vertical discharge, propeller type, direct drive, statically and dynamically balanced, with aluminum blades, and zinc plated corrosion resistant hubs. Motors shall have permanently lubricated ball bearings in accordance with NEMA Standard MG-1 complete with built-in current and thermal overload protections. ;Motors shall have weathertight slingers over the bearings.

E. Condenser coils shall be of the copper or aluminum tube, aluminum fin design with fins mechanically bonded to the tubes. Coils shall be factory tested at 450 PSIG air pressure under warm water and vacuum de-hydrated. Coil guards shall protect the coils form mechanical damage.

F. The control circuit shall include fusing, four way reversing valve, and control power transformer. Unit shall be wired complete with magnetic contactors for compressors and condenser fan motors. Compressor and condenser fan motors shall have overload protection. Unit safety controls shall include high and low pressure cutouts.

G. Units shall be Trane or approved equal by Carrier, York, or McQuay.

2.03 CONTROLS FOR SPLIT SYSTEM HEAT PUMP: Controls shall be furnished by the unit manufacturer and shall include a 7-day programmable room thermostat with sub-base. Thermostat shall have system "Heat-Off-Cool" switch and "On-Auto" fan switch. Wiring diagrams shall be furnished as required for installation.

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 15820 FANS

PART 1 GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section is subject to the provisions of Section 15010.

B. Fans shall be provided to meet the minimum capacities scheduled at the indicated conditions and shall meet all constraints of construction and shall comply with all specification Sections.

C. Fans shall be tested and rated in accordance with the Air Moving and Conditioning Association, Inc., Standard No. 210, Test Code for Air Moving Devices and bear the AMCA Seal.

D. Fan motor enclosure shall be the drip-proof type unless specifically indicated otherwise.

E. Centrifugal fan wheels shall be statically and dynamically balanced.

1.02 COORDINATION: Fans of specific manufacturers have been used as the basis of design. Any modifications to controls, electrical connections, structural supports, etc., that result from the use of equipment by any other manufacturer, shall be coordinated with all other trades; this coordination shall occur before delivery of the equipment from the manufacturer. Any modifications shall be performed without incurring additions to the Contract.

PART 2 PRODUCTS

2.01 DESCRIPTION:

A. CABINET FANS:

1. Ceiling cabinet fans as indicated on drawings shall have acoustically insulated housings and shall not exceed sound level ratings shown. Fans shall bear the AMCA Certified Ratings Seal and U.L. Label. Integral backdraft damper shall be chatterproof. Fans shall have true centrifugal wheels. Face grille shall be of aerodynamic white eggcrate design and provide 85% free area. Manufacturers shall submit vibration amplitudes and magnetic motor hum in decibels. Fans shall be provided with cord, plug, and receptacle inside the housing. Entire fan, motor and wheel assembly shall be removable without disturbing the housing. Fan motors shall be suitably grounded and mounted on vibration isolators. Fans shall be Greenheck or approved equal by Cook, Acme or Penn.

PART 3 EXECUTION

3.01 INSTALLATION: Fans shall be installed in complete conformance with the manufacturer's recommendations and the Contract Documents. Coordinate the actual units to be provided with all trades.

3.02 ADJUSTMENT: The fans shall be tested and adjusted to provide the scheduled capacities.

END OF SECTION

SECTION 15840 DUCTWORK AND ACCESSORIES

PART 1 GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section is subject to the general provisions of Section 15010.

B. Ductwork shall be provided to meet the minimum capacities indicated, shall meet all constraints of construction, and shall comply with all Specification Sections.

C. See Section 15180 for ductwork insulation (duct wrap and liner).

D. No ductwork shall be fabricated until fabrication shop drawings have been prepared, submitted and reviewed. Ductwork installed before shop drawings are reviewed is entirely at the risk and expense of the contractor.

PART 2 PRODUCTS

2.01 DUCTWORK - GENERAL:

A. SMACNA Standards indicated shall mean standard published by the Sheet Metal and Air Conditioning Contractor's National Association, Inc. Ductwork shall be constructed in complete conformance with the latest edition of the SMACNA Manual. Duct classification shall be:

1. Low pressure - 2" static pressure, Class A Seals

2. Exhaust ductwork - 1" S.P., Class B Seals

B. Ductwork shall be constructed of G90 galvanized sheet steel, unless otherwise specified herein. All rectangular ductwork shall be lined. Ductwork shall be round, oval or rectangular as indicated. Sizes given shall be considered to be the clear inside dimension.

C. Turning vanes shall be installed in all 90 degree square and rectangular elbows and at other locations shown. The turning vanes shall be double thickness type, with vanes secured to the runners and runners secured to the duct. Elbows in round ductwork and other radiused elbows shall have an inside radius equal to the diameter of the duct.

D. Low pressure round ducts up to including 12" in diameter shall be longitudinal lock seam construction. Round ducts larger than 12" shall be spiral lock seam construction.

1. Girth joints in ducts up to and including 12" shall be beaded crimp type and each joint shall be fastened with sheet metal screws, equally spaced, not more than 8" on centers and with a minimum of 3 screws in each joint. The beaded-crimp joint shall provide at least a 1" lap to accommodate the sheet metal screws.

2. Girth joints in ducts larger than 12" shall be the beaded sleeve type. The beaded sleeve joints shall be fabricated of the same gauge galvanized sheet steel and the duct shall be a minimum of 4" in length. Each section of duct shall be fastened to the sleeve with sheet metal screws equally spaced, not more than 8" on centers and with a minimum of 3 screws in each section.

E. Duct hangers and supports shall be in accordance with Section V (pages 5-1 thru 5-13) HANGERS AND SUPPORTS of the referenced SMACNA Standard, except:

1. Hangers shall be spaced not over 8'-0" on centers.

2. For rectangular ducts with longest dimensions up through 60", hangers shall be the galvanized steel strap type; with the longest dimension 61" and larger, hangers shall be trapeze type constructed of galvanized steel angles with round hanger rods. Sizes for strap hangers and trapeze angles and rods shall be based on duct size as scheduled in the SMACNA Standard, Table 5-1 (page 5-8) for strap hangers and Table 5-3 (page 5-10) for trapeze hangers.

3. For round ducts, hangers shall be galvanized steel strap hangers. Sizes and number of strap hangers shall be based on duct size as scheduled in the SMACNA Standard, Table 4-2 (page 4-9). For duct sizes requiring 2 hangers, the hanger supports shall be minimum 3/8" round steel hanger rods.

2.02 MANUAL DAMPERS AND DAMPER HARDWARE:

A. Splitter dampers shall be constructed of not less than 20 gauge galvanized steel sheet. The length of the damper blade shall be the same as the width of the widest duct section at the split, but in no case shall blade length be less than 12".

B. Volume Control Dampers:

1. Dampers shall be single blade butterfly type in ducts up to and including 12" x 12" size; for ducts larger than 12" x 12", in either or both dimensions, the dampers shall be the multi-blade type. All dampers in O.A. ductwork shall shut tightly and have vinyl edge seals and stainless steel jamb seals.

2. Single blade butterfly dampers shall be constructed of not less than 16 gauge galvanized steel blades mounted in a galvanized steel frame. For rectangular dampers, the top and bottom edges of the blade shall be crimped to stiffen the blade. Damper shall be provided with an extended rod to permit installation of a damper regulator.

3. Dampers larger than 12" in either direction shall be multi-blade dampers and shall be the opposed blade type, constructed of not less than 16 gauge galvanized steel blade mounted in galvanized steel channel frame. Blade spacing shall not exceed 6" and the top and bottom edges of the blade shall be crimped to stiffen the blades. Damper blades shall be interconnected by rods and linkages to provide simultaneous operation of all blades. Damper shall be provided with an extended rod to permit installation of a damper regulator.

C. Hardware for Manual Dampers:

1. Splitter damper hardware - When neither dimension of a damper exceeds 18", the damper shall be provided with a ball joint bracket attached to the outside of the duct. The bracket shall have a set screw for securing damper rod in position. The damper operating rod shall be not less than 1/4" diameter steel rod and shall be secured to the damper blade with a clip. When either dimension of a damper exceeds 18", the damper shall be provided with 2 ball joint brackets and rods. The rods shall be located at quarter points on the damper.

2. Duct mounted regulators with operating handle and locking quadrant shall be provided on manual volume control dampers.

3. Damper hardware shall be Ventfabrics, Young Regulator or Duro-Dyne, provided the equipment meets or exceeds the requirements of the Contract Documents.

D. Acceptable manufacturers of dampers are Ruskin, Air Balance, or Louvers and Dampers Inc., provided the equipment meets or exceeds the requirements of the Contract Documents.

2.03 FLEXIBLE DUCTWORK:

A. Flexible ductwork shall be Class 1, UL 181 air duct with an aluminized mylar or polyester inner liner laminated to a corrosion resistant steel wire helix. Aluminum helix is not acceptable.

B. A 1" thick, one (1) pound density fiberglass insulation and vinyl outer jacket shall cover the wire helix.

C. The maximum allowable length of low pressure flexible ductwork shall be 4'-0" and shall be limited to short run-outs and end runs connected to round neck ceiling supply diffusers. Provide a spin-in fitting with integral volume damper at all flexible run-out connections in low pressure ductwork.

D. Flexible ductwork shall be designed for pressures up to 4" W.G.

E. Acceptable manufacturers of flexible ductwork are Clecon, Wiremold, Flexmaster, Flexmold or Genflex.

2.04 FLEXIBLE DUCT CONNECTIONS: Flexible duct connections shall be non-combustible, installed at all belt-driven equipment and where shown. Material shall be glass fabric double coated with neoprene (30 0z. per square yard minimum) and shall be Vent Fabrics, Duro-Dyne or Young Regulator, provided the equipment meets or exceeds the Contract Documents. Provide duct supports on each side of flexible connections.

2.05 STAND-OFF MOUNTING BRACKETS: Locking-type quadrant operators for dampers, when installed on ducts to be externally insulated, shall be provided with stand-off mounting brackets bases or adapters to provide clearance between the duct surface and the operator not less than the thickness of the insulation. Stand-off mounting items shall be integral with the operator or standard accessory of the damper manufacturer.

2.06 DUCT INSTRUMENT TEST HOLES: Provide for each system four (4) test holes; two (2) in supply duct and two (2) in return air plenum at opposite ends near air handling units with screwed caps.

2.07 REGISTER AND GRILLE CONNECTION:

A. Where take-offs are on side of a duct, clinch lock short tee sections onto trunk. Install collars with slip joints and 3/4" flange at outlet end. At plastered surfaces set collars exactly flush with plaster surface (mechanic must be on job to make adjustments during plaster application). Set flange face so as to receive register gasket, and be concealed by register flange. Collars may be deleted where mounting frames are furnished with registers.

B. Install boots above lay-in ceilings simultaneously with ceiling work; mechanic must be on job during this phase of construction work.

C. At return relief and exhaust grilles 48" or more in either dimension, collars shall be 1 x 2 x 1/8 inch steel angle frames with corners mitered, welded and ground smooth. Frames in ceilings shall be independently suspended from the ceiling structure, or the duct shall have special reinforcing to prevent sagging of the boot.

D. Interior of ductwork visible through grilles and diffusers shall be painted flat black.

2.08 ACCESS DOORS: Provide in duct wall at each splitter, fire, fire/smoke and motorized damper, at each end of coils, in plenums and elsewhere indicated. Size and position so as to provide access to bearings, fire links, etc. Typical doors shall be double metal faced, internally insulated same as duct provided with gasket seal, and held in place with four or more sash locks. Minimum size shall be 16" x 12", maximum duct size for smaller ducts.

PART 3 EXECUTION

3.01 INSTALLATION:

A. Install all ductwork and accessories as shown and in accordance with applicable SMACNA standards.

B. Duct liner shall be cut to provide overlapped and compressed longitudinal corner joints. Liner shall be installed with coated surface facing the air stream. Duct liner shall be adhered to the ductwork with a 100% coverage of the sheet metal surfaces using a fire retardant adhesive applied by spraying. Coat all exposed leading edges and all transverse joints with airfoils.

C. Splitter Dampers:

1. Fabricate blades of same thickness galvanized steel as the duct where used (min. 20 ga.), securely attached to a rod at the air leading edge to present a round nose to air flow. Length shall be sufficient to close either branch duct.

2. Anchor splitters at the air entering edge by 3/16 inch adjustable galvanized steel rods that pass through set screw clamps on the outside of duct. Use one (1) rod and clamp on splitters with leading edge up to 15 inches, (2) rods up to 30 inches, and on 15 inch centers above 30 inches. See typical details on plans.

3. When splitter dampers occur above other than lay-in ceilings, provide Young Model No. 890-A damper assembly complete with supports, bearings and Young No. 1 regulators with an additional end bearing and chromium plated ceiling.

D. Joints in all low pressure ductwork shall be sealed with a water based gray vinyl acrylic sealant. Sealant shall be U.L. listed Class 1 classified adhesive with flame spread and smoke developed ratings of O. Sealant shall be applied to surfaces relatively free of dirt, oil and grease after ductwork has been installed. Sealant shall be Hardcast, Inc. "Iron Grip" IB-601 or approved equal.

END OF SECTION

SECTION 15841 FILTERS

PART 1 GENERAL

1.01 GENERAL: All work specified in this Section is subject to the provisions of Section 15010.

1.02 COORDINATION: The filters of one manufacturer (Farr) have been used as the basis of design. Any modifications to ductwork, building structure, etc., that result from the use of any other units shall be coordinated with all trades; this coordination shall occur before delivery of equipment from the manufacturer. Any modifications shall be performed without incurring any additional cost to the Owner.

1.03 ACCEPTABLE MANUFACTURERS:

A. Manufacturers listed below are acceptable: Farr.

B. All devices selected must meet or exceed all the requirements of the Contract Documents.

PART 2 PRODUCTS

2.01 FILTER: Filter media shall have an average efficiency of 35-35% on ASHRAE Test Standard 52-76. It shall have an average arrestance of not less than 97% on that standard. Filters shall be listed by Underwriter's Laboratories as Class 2.

PART 3 EXECUTION

3.01 SPARES: Provide one (1) complete set of replacement filters as recommended by the manufacturer.

END OF SECTION

SECTION 15870 GRILLES, REGISTERS AND DIFFUSERS

PART 1 GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section is subject to the provisions of Section 15010.

B. Grilles, registers and diffusers shall be provided to meet the minimum capacities indicated, shall meet all constraints of construction.

1.02 COORDINATION: The grilles, registers and diffusers of one manufacturer have been used as the basis of design. Any modifications to ductwork, controls, building structure, etc., that result from the use of any other units shall be coordinated with all trades. This coordination shall occur before delivery of equipment from the manufacturer. Any modifications shall be performed without incurring any additional costs to the Contract.

1.03 ACCEPTABLE MANUFACTURERS:

A. Manufacturers listed below are acceptable. Approved equal products which are ADC tested, rated and certified may be Metalaire, Price or Titus.

B. All devices selected must meet or exceed all the requirements of these contract documents.

PART 2 PRODUCTS

2.01 DESCRIPTION:

A. Color of all grilles, registers and diffusers are to be selected by Architect. Also, ceiling mounted items shall be selected to fit the ceiling in which they are applied.

B. The Contractor shall verify that all air distribution devices are suitable for the ceiling and wall types in which they are installed.

C. All air distribution devices shall be shown in grille, register and diffuser schedule.

PART 3 EXECUTION

3.01 INSTALLATION:

A. Grilles, registers and diffusers shall be installed as indicated in conformance with the manufacturer's recommendations. Coordinate the actual units to be provided with all trades.

B. All grilles, registers and diffusers shall be selected and submitted at an NC level of 35 or less.

C. The grilles, registers and diffusers shall be tested and adjusted to provide the scheduled capacities.

END OF SECTION

SECTION 15900 AUTOMATIC TEMPERATURE CONTROLS

PART 1 GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section is subject to the provisions of Division 16.

B. Each system shall be controlled by individual 7-day programmable thermostats with separate heating and cooling setpoints, fan "on-off-auto" switch, and system "heat-off-cool" switches. Thermostat locations shall be as shown on drawings.

C. Firestat shall be provided under Division 15 and installed by Division 15 in the return air path(s) at each furnace. Detectors shall be duct-mounted type. All necessary interlocks, relays, contactors, etc., with the mechanical equipment, shall be provided under Division 15. Wiring for unit shut-down shall be provided under Division 15.

PART 2 PRODUCTS

2.01 MATERIALS AND COMPONENTS: All electrical components of the control systems shall conform to the requirements of Division 16.

PART 3 EXECUTION

3.01 INSTALLATION:

A. The automatic temperature controls shall be installed in complete conformance with the manufacturer's recommendations and the Contract Documents.

3.02 SEQUENCE OF OPERATION:

A. Heat Pump Units:

1. Units shall be started and stopped, subject to safety thermostats and firestat, and by a thermostat mounted in space.

2. Install firestats in the return air stream of all units. Upon signal from firestat or high limit thermostat, the fan shall stop. The fan shall stop via a signal obtained from the relay provided by Division 15. Control wiring from the relay to the furnace shall be by Division 15.

3. The control system shall only operate when the unit is running. All valves and dampers shall assume their normal position when unit is off.

END OF SECTION

SECTION 16011 BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE:

A. This Division and the accompanying electrical drawings cover furnishing all labor, equipment and materials and performing all operations in connection with the installation of complete electrical systems as documented.

B. There are many interfaces between the work involved with this Division and the work in other Divisions, particularly with Division 15. Be aware of the responsibilities at the interfaces.

C. The plans and specifications are considered cooperative and complimentary.

1.02 DEFINITIONS:

A. Provide: furnish, install, connect, test, demonstrate and leave operational.

B. Wiring: wire or cable installed in raceway with all required boxes, fittings, connectors, etc.

C. Work: materials completely installed, including the labor involved.

D. Raceway: Galvanized rigid steel conduit (GRC), electrical metallic tubing (EMT), Intermediate metal conduit (IMC), schedule 40 and 80 Polyvinyl Chloride (PVC), flexible steel (FLX), sheathed flexible steel (SLT).

1.03 CODES AND REGULATIONS:

A. All work shall comply with all local laws, ordinances and regulations applicable to the electrical installation, applicable building codes and with the requirements of the National Electrical Code (NEC), Vol. 70 of the N.F.P.A.

B. Where different sections of any of the aforementioned codes and regulations, the Specifications and/or the Drawings require different materials, methods of construction, or other requirements, the most restrictive shall govern. In any conflict between a general provision and a special provision, the special provision shall govern.

C. Obtain all permits and licenses, and pay all fees as required for execution of the Contract. Arrange for necessary inspections required by the city, county, state and other authorities having jurisdiction and present certificates of approval to the Owner or his designated representative.

D. Under no circumstances will asbestos, or asbestos related materials, be allowed on this project. Should any be found on the project they will be reported in writing and removed from the project by the contractor at no change in contract time or price.

E. Communicate with all required utility offices to meet utility schedules and regulations. Acquire services to avoid project delays.

1.04 SITE VISIT:

A. All interested parties shall visit the site and thoroughly familiarize themselves with the local conditions in advance of any project activity.

B. No allowances will be made for lack of knowledge of job conditions.

1.05 DRAWINGS AND SPECIFICATIONS:

A. The Electrical Drawings are diagrammatic, and are not intended to show the exact location of raceways, outlets, boxes, bends, sleeves, couplings or other such elements.

B. The Drawings and Specifications shall both be considered as part of the Contract. Any work or material shown in one and omitted in the other, or which may fairly be implied by both or either, shall be provided in order to give a complete job.

C. Should conflicts exist between the Drawings and Specifications, the Specifications shall govern.

D. Refer to the Architectural, Structural and Mechanical plans and details for dimensions, and fit the work to conform to the details of building construction. The right is reserved to shift any switch, receptacle, ceiling outlet or any other outlet a maximum of 10'-0" from its location as shown before it is permanently installed, without incurring additions to the Contract in time or cost.

E. All conduit and wiring shown on the Electrical Drawings shall be provided under this Division regardless of its function.

1.06 DEVIATIONS:

A. No deviations from the drawings and specifications shall be made without the full knowledge and consent of the Owner and/or Engineer.

B. If it is found that existing conditions make desirable a modification in requirements covering any particular item, report such item to the Owner and/or Engineer for his decision and instructions.

1.07 MECHANICAL EQUIPMENT LOADS:

A. The horsepower, wattage (or amperes) of mechanical equipment indicated is the estimated requirement of equipment furnished under another Division. All wiring, protective devices and disconnect switches shall be of the voltage, size and ampacity for the actual equipment installed. In no case shall these items be of smaller capacity than those indicated.

B. Coordinate with other trades and provide suitable equipment so that the above requirements shall be met without incurring additions to the Contract in time or cost.

C. The Contractor shall provide suitable disconnecting means in conformance with the requirements of the NEC, for all items or equipment utilized on the project no matter how, or by whom, furnished. However, duplication, or redundancy, is not required.

PART 2 PRODUCTS

2.01 STANDARDS FOR MATERIALS AND WORKMANSHIP:

A. All material shall be new and shall bear the inspection label of Underwriter's Laboratories, Inc. (UL).

B. The published standards and requirements of the National Electrical Manufacturer's Association (NEMA), the American National Standards Institute (ANSI), the Institute of Electrical and Electronic Engineers (IEEE) and the American Society of Testing Materials (ASTM) shall govern and apply where applicable.

C. Specified catalog numbers and trade or manufacturers names are intended to describe the material, devices, or apparatus desired for type, style and quality. Similar materials of other manufacturers, if of equal quality, capacity or character may be substituted in conformity with the provisions of the General Requirements.

D. Where 3 or more manufacturers are named, one of the named manufacturers shall be used.

E. Where, in the opinion of the designer, no equal exists then "no equal" will be stated.

2.02 SHOP DRAWINGS:

A. Shop drawings shall be submitted for the following equipment and items suitably bound.

I. SECTION 16100

1. Conduit and fittings
2. Wire and Cable
3. Junction boxes
4. Pull boxes
5. Outlet boxes
6. Floor boxes
7. Cabinets
8. Wall switches
9. Receptacles
10. Coverplates
11. Supporting devices
12. Wire connection devices
13. Nameplates
14. Smoke & firestop fittings
15. Grounding system

II. SECTION 16200

1. Circuit breakers
2. Panelboards
3. Disconnect switches
4. Fuses
5. Distribution Panel

III. SECTION 16300

1. Lighting fixtures
2. Lamps
3. Ballasts
4. Lenses and diffusers

IV. SECTION 16721

1. Devices
2. Wiring diagram

V. SECTION 16762

1. Devices
2. Wiring Diagram

2.03 MAINTENANCE AND INSTRUCTION MANUALS: Submit to the Owner and/or Engineer, upon completion of the work, copies of maintenance and instruction manuals for equipment provided.

PART 3 EXECUTION

3.01 COORDINATION:

A. Before any piping, conduit, outlets, equipment or lighting fixtures are located in any area, coordinate the space requirements with all trades. Such shall be arranged so that space conditions will allow all trades to install their work, and will also permit access for future maintenance and repair.

B. Piping, ductwork, conduit and equipment installed at variance with the above requirements shall be relocated and/or revised to conform with the above requirements without incurring additions to the Contract.

C. Coordination of space requirements with all trades shall be performed so that:

1. No piping or ductwork, other than electrical, shall be run within 42" of panelboards, switchboards or transformers.

2. No pipes or ducts that operate at a temperature in excess of 120 degrees F. shall be installed nearer than 3" to any electrical conductor.

3.02 PROTECTION OF MATERIALS:

A. All conduit and other openings shall be kept protected to prevent entry of foreign matter. Fixtures, equipment, and apparatus shall be kept covered for protection against dirt, water, chemical or mechanical damage before and during construction.

B. The original finish, including shop coat of paint of fixtures, apparatus or equipment that has been damaged shall be restored without incurring additions to the Contract in time or price.

3.03 HOUSEKEEPING PADS: The contractor shall provide 4" minimum height concrete pad, integral with floor, under all floor mounted electrical equipment or apparatus.

3.04 CUTTING AND PATCHING: The Contractor is responsible for all cutting and patching, including escutcheon plates where necessary, whether or not such cutting and patching is shown or indicated.

3.05 ACCESS TO ELECTRICAL ITEMS: The contractor is responsible for maintaining access to all concealed electrical equipment, apparatus, or devices whether, or not, shown or indicated. Where access panels are required, refer to Owner or Engineer for approved means, methods and appearance.

3.06 ELECTRICAL ROOMS AND CLOSETS:

A. Doors to electric rooms and closets shall open outward. If in conflict with Arch. drawings refer to Owner or Engineer for resolution.

B. Manufacturer's equipment shall not be larger than that dimensioned, or scaled, on plans. Conflicts shall be brought to the attention of the Owner, or Engineer for resolution prior to order.

C. Clear working space in electric rooms and closets shall be no less than that required by the N.E.C.

D. The contractor shall submit for review, prior to construction or purchase of any equipment, scaled drawings of electrical rooms, closets, or spaces showing, in detail, his planned installation locations of the equipment he intends to purchase. These shall clearly show compliance with A, B, and C above.

3.07 TESTS:

A. Upon completion of the electrical work, conduct an operating test in the presence of the Engineer or his designated representative.

B. The installation shall be demonstrated to operate in accordance with the Contract Documents. Any material or workmanship which does not meet with the approval of the Engineer shall be removed, repaired or replaced as directed without incurring additions to the Contract in time or cost.

C. Furnish all instructions, tools and personnel required for the test. Have sufficient tools and personnel available to remove panel covers, coverplates, etc., as required for proper inspection. Provide suitable test equipment.

3.08 DEMONSTRATION AND INSTRUCTIONS: Present to the Owner and/or Engineer or his designated representative a physical demonstration and oral instructions for proper operation and maintenance of electrical equipment and systems installed.

3.09 GUARANTEE:

A. All systems and components shall be provided with a one year guarantee from the time of final acceptance. The guarantee shall cover all materials and workmanship. During this guarantee period, all defects in materials and workmanship shall be corrected without incurring additions to the Contract. The correction shall include all required cutting, patching, repainting, or other work involved, including repair or restoration of any damaged sections or parts of the premises resulting from any fault included in the guarantee.

B. In addition to this general guarantee, present to the Owner and/or Engineer any other guarantees or warranties from equipment or system manufacturers. These supplemental guarantees or warranties shall not invalidate the general guarantee.

END OF SECTION

SECTION 16100 BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section shall comply with the provisions of Section 16011.

B. This Section covers the basic electrical materials and installation methods that are applicable to Division 16.

PART 2 PRODUCTS

2.01 CONDUIT:

A. Galvanized rigid steel conduit (GRC) shall be low carbon, hot-dipped galvanized and to meet UL Standards and shall have threaded joints.

B. Intermediate metal conduit (IMC) shall be steel, galvanized to meet UL Standards and shall have threaded joints.

C. Electrical metallic tubing (EMT) shall be steel, galvanized to meet UL Standards.

D. Plastic conduit (PVC) shall be schedule 40 PVC heavy wall type for 3" and smaller, and Schedule 80 for 4" and larger. Schedule 80 PVC shall be used at road crossings.

E. Flexible metal conduit (FLX) shall be flexible steel conduit tubing and shall meet Underwriters Laboratories Standard for Flexible Steel Conduit.

F. Steel conduit approved manufacturers are Allied, Southwire, Triangle, Republic, Wheatland and Pittsburg.

G. PVC conduit approved manufacturers are Carlon, Triangle, and Johns-Manville.

2.02 CONDUIT FITTINGS:

A. GRC and IMC conduit fittings shall be zinc-coated, ferrous metal and taper threaded type.

B. EMT fittings shall be zinc-coated steel with hexnut compression. EMT connectors shall have insulated throats.

C. PVC fittings, elbows and cement shall be produced by the same manufacturer. All joints shall be solvent welded in accordance with the manufacturer's recommendations.

D. Conduit connections to switchboards, motor control centers, transformers, panels, cabinets, and pull boxes with specific grounding requirements, shall have grounding wedge lugs between the bushing and the box or locknuts designed to bite into the metal.

E. Each conduit end shall be provided with either an insulated throat connector or separate locknut and insulated bushing. Bushing shall be installed before any wire is pulled.

F. Conduit fittings approved manufacturers are Raco, Steel City, O.Z Gendy, Thomas & Betts, Efcor and Appleton.

G. Expansion fittings shall be provided in all conduit which crosses an expansion joint either in, across, or through same.

2.03 CONDUCTORS: Conductors shall be copper of 98% conductivity, 600 volt insulation. Sizes specified are AWG gauge for No. 4/0 and smaller and circular mils (MCM) for all sizes larger than No. 4/0. Conductors No. 10 and smaller shall be solid and type "THHN" or THWN" insulation. No. 8 and larger shall be stranded and type "THHN" or "THWN" insulation.

2.04 OUTLETS:

A. Outlet boxes and covers shall be of such form and dimensions as to be adapted to their specified usage, locations, size and quantity of conduit, and size and quantity of conductors entering the boxes. In special "Fire Rated" partitions, outlets shall comply with ASTM No. E119.

B. Flush ceiling outlets for surface or pendant mounted lighting fixtures shall be one-piece 4" square or octagonal pressed steel boxes. Boxes for devices in unfinished masonry walls or stud walls shall be pressed steel, square corner, sectional switch boxes, or shall be 4" square box with a square cornered tile wall cover, set flush with masonry construction. Boxes in concrete ceiling slab shall be octagonal, shallow concrete boxes. Welded boxes are not acceptable. Steel boxes shall be used with all steel conduit and type AC or MC cable. Boxes used in conjunction with ENT shall conform with the foregoing except shall be made of a high heat-resistant plastic suitable for fixture support and shall be specifically designed for use with ENT.

C. All outlet boxes in plaster or masonry walls or ceiling shall be provided with plaster rings.

D. Junction boxes and all outlets not indicated as containing wiring devices or lighting fixtures shall have covers. Covers for outlets in walls shall be as specified for wall switches and receptacles.

E. Outlet boxes exposed to the weather and outlet boxes for vaportight lighting fixtures and devices shall be of cast corrosion resistant type.

F. Outlet box approved manufacturers are Appleton, Raco, Steel City or Crouse-Hinds.

2.05 DISCONNECT SWITCHES:

A. Disconnect switches shall be "heavy-duty" type enclosed switches of quick-make, quick-break construction. Switches shall be horsepower rated for 600 volts AC as required. Lugs shall be UL listed for copper and aluminum cable.

B. Padlocking provisions shall be provided for padlocking in the "Off" position.

C. Switches shall be furnished in NEMA I General Purpose enclosure unless noted otherwise. Switches located on the exterior of the building or in "wet" locations shall have NEMA 3R enclosures.

D. Fused disconnect switches shall have rejection type fuse clips with dual element, current limiting fuses of rating shown.

E. Disconnect switches for water heaters and vent fans shall be HVAC molded case switches unless otherwise noted on drawings.

2.06 NAMEPLATES: Nameplates shall have 3/8" high engraved letters, white core laminated bakelite with black finish.

2.07 WALL SWITCHES:

A. Wall switches shall be plastic, totally enclosed, quiet type, self-grounding, 120-277 volts and 20A rating.

Single Pole: Hubbell No. 1221
Double Pole: Hubbell No. 1222
Three-way: Hubbell No. 1223
Four-way: Hubbell No. 1224

B. Color shall be grey or as selected by owner's representative. Coordinate with owner’s representative.

C. Comparative switches by Arrow Hart, Leviton, Bryant, Sierra, or approved equal.

D. Flush motor switches shall have a red pilot light and overload protection for fractional horsepower motors.

E. Wall dimmer switches shall be totally enclosed, self-grounding, vertical slide type, square law dimming, with 600 watt capacity unless shown otherwise.

2.08 RECEPTACLES:

A. Duplex receptacles shall be plastic, two-pole, three wire, self-grounding, side wired, 125 volts and 20A rating. Hubbell No. 5262 Series. Isolated ground type to be Hubbell No. IG-5262 Series. GFCI type to be Hubbell No. GF-5362 Series.

B. Single receptacles shall be two-pole, three wire, self-grounding, side wired, 125 volts and 20A rating, Hubbell No. 5361 Series. Isolated ground type to be Hubbell No. IG-5361 Series.

C. Color shall be grey or as selected by owner's representative. Coordinate with owner’s representative.

D. Clock outlets shall be Arrow-Hart 5708.

E. Comparative devices by Arrow-Hart, Leviton, Bryant, or Sierra are acceptable as equal.

2.09 COVERPLATES:

A. Coverplates for flush mounted devices in all areas shall be grey nylon, standard size or as selected by owner's representative.

B. Telephone outlet coverplates shall have same finish as above and have a bushed hole in the center.

C. Coverplates for exterior receptacles shall be self closing, die cast aluminum.

2.10 PLYWOOD BACKBOARDS:

A. Provide plywood backboards where shown. Backboards shall be minimum 3/4" thick and sized as shown or to accommodate equipment indicated to be mounted thereon. Plywood shall be fire retardant.

B. Secure plywood to the building structure and paint with two coats of fire retardant gray paint.

2.11 SMOKE AND FIRE STOP FITTINGS: If and where required, smoke and fire stop fittings shall be U.L. listed for that purpose. The fittings used to seal conduit either on the outside of the conduit, busway or cable or internally shall have heat activated intumescent material which expands to fill all voids and shall be O.Z./Gedney "FIRE-SEAL" or Dow Corning silicone RTV foam with an hourly fire-rating equal to or higher than the rating of the floor, ceiling or wall through which the cable or conduit passes. The seals for conduit shall be of the flanged type.

2.12 FLOOR OUTLETS:

A. If and where required, floor outlets shall be single gang floor boxes (unless indicated otherwise on plans), Steel city No. 600 Series, complete with cast iron body, vertical angular adjustment, bronze frame, bronze floorplate and gasket. Larger than standard tappings shall be furnished where required. Adjacent boxes shall be installed on minimum 7" centers.

B. Duplex floor receptacle outlets shall have (unless indicated otherwise on plans), No. P-60-DU floor plate, a No. P-60-CP carpet plate where installed in carpeted floor and a Hubbell 5262 Series duplex receptacle. Single floor receptacle outlets shall have a No. P-60-2 plate and Hubbell single receptacle. Provide a No. 700 split bell nozzle for each 5261 Series single receptacle and two (2) No. 703 for each duplex receptacle.

C. Floor outlets for telephone, signal or alarm use shall have a No. P-60-3/4-2 floor plate and a No. 467 bushed opening standpipe with a No. 461 base, all bronze finish (unless otherwise indicated on plans).

D. Floor outlets as manufactured by Hubbell, Pass & Seymour, Wiremold (Walker) or approved equal.

2.13 FUSES:

A. Provide all fuses. All fuses shall be of the same manufacturer. All fuses shall be of the high interrupting rating (200,000 Amps), current limiting type and manufactured by Bussmann or an approved equal. Fuses shall be provided for each fuse cutout and the specified quantity of fuses shall be furnished for spares.

B. Circuits 0 to 600 ampere shall be protected by rejection type, current limiting BUSSMANN LOWPEAK Dual Element Fuses LPN-RK (250 volts) or LPS-RK (600 volts). All dual-element fuses shall have separate overload and short-circuit elements. Fuse shall incorporate element having a 284 degree F. melting point alloy and shall be independent of the short-circuit clearing chamber. The fuse must hold 500% of rated current for a minimum of 10 seconds and be listed by Underwriter's Laboratories, Inc., with an interrupting rating of 200,000 amperes RMS symmetrical. The fuses shall be UL Class RK-1.

C. Circuits 601 to 6000 ampere shall be protected by current limiting BUSSMANN HI-CAP Time-Delay Fuses KRP-C. Fuses shall employ "O" rings as positive seals between the end bells and the glass melamine fuse barrel. The terminals shall be peened. Fuses shall be time-delay and must hold 500% of rated current in .01 seconds or less and be listed by UL with an interrupting rating of 200,000 amperes RMS symmetrical. The fuses shall be UL Class L.

D. Furnish and turn over to the Owner a minimum of one (1) set of spare fuses (set consisting of three fuses) for each type and rating of fuse used. When the number of fuse sets of the same type and rating actually installed exceeds five (5) sets, furnish an additional spare set of fuses for each five (5) or fraction thereof.

E. Provide a cabinet in which to store all spare fuses by Bussmann, Gould, GE or approved equal.

F. Fuses as manufactured by Bussman, Gould, GE or approved equal.

PART 3 EXECUTION

3.01 CONDUIT:

A. Rigid steel shall be used for service entrance and all feeders and branch circuits where exposed to damage.

B. EMT may be used for branch circuits, fire alarm and telephone when not underground or in concrete in contact with the earth.

C. Schedule 40 PVC may be used for all underground feeders, service entrance conductors when under the lowest floor slab, and in Schedule 80 PVC when crossing under roadways.

D. Conduit shall be continuous from outlet to outlet, from outlet to cabinet, junction box and pull box. Conduit shall enter and be secured to all boxes, etc., in such a manner that each system will be electrically continuous from service to all outlets. All conduit from cabinets and junction boxes shall terminate in approved outlet boxes or conduit fittings. Conduit connections to any box which has no threaded hub shall be double locknutted.

E. Provide junction boxes or pull boxes where shown and where necessary to avoid excessive runs or too many bends between outlets. The conduit sizes shown may be increased if desired to facilitate the pulling of cables.

F. All conduit shall be concealed unless indicated otherwise. Install exposed conduit parallel with or at right angles to the building walls and support from walls or ceilings at intervals required by Code with approved galvanized iron clamps or hangers. Concealed conduit above the ceiling shall be supported independent of ceiling construction. Where ceilings of lay-in type are used, conduit must be installed high enough to permit removal of ceiling panels and lighting fixtures. Use threaded rods and hangers consisting of double-nutted threaded rods and "Unistrut" channels or angles of 12 gauge minimum steel for supporting multiple conduit.

G. Minimum size conduit for branch circuits shall not be smaller than 1/2". Home runs shall extend from outlets shown to panel designated. Home runs shown shall not be combined. Home run conduit shall not be smaller than 3/4".

H. At couplings, conduit ends shall be threaded so that they meet in the coupling. Right and left hand couplings shall not be used; conduit couplings of the Erikson Type shall be used at locations requiring such joints.

I. All conduits for future use and for telephone data or TV wire shall be left with No. 16 gauge wire or approved pull cord pulled in them.

J. Expansion fittings shall be installed in all conduit which pass through expansion joints.

K. Provide non-hardening elastic type duct seal compound, Neer No. DC, 3M Co. "Scotchfil", or Gardner Bender duct seal, for each conduit entering the building from outside and for each conduit passing from one space into another which is normally at a lower temperature.

L. Provide watertight conduit hubs on conduit terminating in a box or cabinet exposed to the weather.

M. Space in sleeves or around conduit that pass through fire resistive or fire rated walls, partitions, floors or ceilings shall be closed by packing with an unlabeled fire resistive material that will maintain the rating of the barrier penetrated.

N. All conduit located on exterior of building shall be rigid aluminum.

3.02 FLEXIBLE CONDUIT:

A. PVC extruded cover flexible conduit shall be used in making short flexible connections to rotating or vibrating machinery or equipment. The flexible conduit at these locations shall be as short as possible, but shall have a minimum length of 12 inches.

B. A green stranded bonding jumper shall be installed outside of all flexible conduits that extend directly from a non-flex conduit to a rotating or vibrating machine. Where a junction box is used, the green stranded bonding jumper shall be installed inside the flexible conduit and attached to the junction box and to the machine. When the bonding jumper is installed outside of the flexible conduit, plastic wire straps shall be used 6 inches on center to secure the jumper to the flexible conduit.

3.03 CONDUIT PROTECTION:

A. All threaded joints in rigid conduit that is encased in concrete shall have a U.L. listed joint compound applied. Where conduit inside the building is installed below the floor slab, the vapor barrier shall be run below the conduit concrete encasement. Conduit installed in any slab, where permitted above, shall be above the bottom steel and below the top steel. No conduit shall be spaced less than 3 inches apart.

B. Conduit shall be secured in place and protected where necessary to prevent damage to work during construction. The ends of all conduit shall be plugged to avoid filling with any foreign matter. All conduits shall be blown out and swabbed clear of water and trash prior to pulling wire.

C. Provide identifying marker tape the entire length of each conduit installed in the ground outside the building. The tape shall be constructed of inert polyethylene, resistant to acids, alkalis, etc., in the soil, and shall be a minimum 4 mil thickness. The tape shall be yellow, 6" wide, and shall have the words, "CAUTION - ELECTRIC LINE BURIED BELOW," imprinted with contrasting permanent ink. The imprint shall repeat itself for the entire length of the tape. The tape shall be buried at a maximum of 18" below finished grade, above a portion of the earth fill.

3.04 WIRING:

A. All conductors shall be installed in conduit. No conductors shall be pulled into the conduit until the conduit system is complete.

B. Conductors shall be continuous from outlet to outlet and from outlet to junction box or pull box. All splices and joints shall be carefully and securely made to be mechanically and electrically solid with pressure type connectors. Where connection is made to any terminals of more than 30 amperes capacity and where conductors larger than No. 10 AWG are connected to any terminal, copper terminal lugs shall be bolted to the conductors. Where multiple connections are made to the same terminal, individual lugs for each conductor shall be used.

C. Each conduit shall have a minimum of two (2) conductors pulled in unless that particular conduit is noted as being for systems other than electrical circuitry and/or future use or unless noted otherwise.

D. Conductors for lighting and receptacle circuits shall have color coded jackets. The wiring shall be color coded with the same color used with its respective phase throughout the entire job as follows:

1. 120/240 Volt System
2. Phase A – Black
3. Phase B – Red
4. Neutral – White
5. Ground - Green

E. The feeder and service entrance conductors shall be color coded by the use of colored plastic tape applied within 6 inches of each conductor end.

F. Branch circuit conductors shall not be smaller than No. 12 AWG and where the home run from center of load exceeds 100'-0", the conductors from home run outlet to panel shall be No. 10 AWG minimum.

G. Branch circuit wiring which supplies more than one fluorescent fixture through wireway of other fixtures shall be rated for use at 105 degrees C.

H. For branch circuits terminating in outlet without device, leave minimum of 12 inches of slack wire coiled for connection of equipment.

I. All conductors shall be identified with proper circuit numbers at terminals, junction boxes and at panelboards within 6 inches of conductor ends.

J. Stranded conductors, #10 and smaller, shall be terminated at screw type terminals with fork type insulated wire terminals applied with manufacturer's tool.

K. Conductor sizes are generally indicated in schedules and riser diagrams, otherwise follow rules of N.E.C.

3.05 OUTLETS:

A. Provide galvanized steel or cast type boxes for all outlets.

B. Where outlet boxes are used to support lighting fixtures, the outlet box shall be anchored to the structural members of the building per NEC 370-13.

C. Outlet boxes shall be flush mounted unless they are specifically shown as being used with exposed conduit or are located above a ceiling.

D. Where outlets are supplied from conduit run in or below floor slabs, the conduit shall be stubbed up at the location shown and the wall built up around the conduit.

E. Cuts for outlet boxes in masonry walls shall be made so that the coverplate will completely cover the cut. The mounting height of switch, receptacle and other outlets may be varied slightly, with the Engineer's approval, so that the outlet box, top or bottom, will occur at masonry joint.

F. The edge of all outlet boxes shall be flush with the surface in which they are recessed. The devices that fit into the outlet boxes shall be screwed tight before the cover plate is installed and the coverplate shall not be used as a means of tightening the devices in place.

G. Where outlets are shown as being adjacent and different mounting heights are specified for each, they shall be mounted one directly over the other, on the centerline of the group.

3.06 NAMEPLATES:

A. Provide specified nameplates on the main switchboard, feeder switches, feeder breakers, distribution panels, panelboards, disconnect switches, contactors, starters, transformers, start-stop push buttons and motor switches.

B. Nameplates for surface mounted equipment shall be installed on the exterior of equipment with sheetmetal screws. Nameplates for flush or recessed mounted equipment shall be installed on the inside of the panel door or cover with epoxy cement.

3.07 WALL SWITCHES AND RECEPTACLES: Where more than one device is indicated at a location, the devices shall be gang-mounted in combined multi-gang boxes and covered jointly by a common coverplate. Provide barriers as required by the devices and voltages being used.

3.08 COVERPLATES:

A. All junction boxes, outlet boxes, multi-gang switch boxes, utility boxes, etc., shall be covered with a coverplate. The coverplate shall be a finished plate as specified unless designated otherwise.

B. Coverplates shall be mounted vertically unless designated otherwise.

3.09 GROUNDING:

A. Ground connections shall be in accordance with the 2002 National Electrical Code.

1. Provide a grounding electrode system consisting of a minimum of three (3) copper weld rods, 3/4" x 10'-0", driven 24" below grade a minimum of 72" apart in the form of an equilateral triangle, bonded together with No. 4/0 conductors. Install rods a minimum of 36" clear of foundation walls to effect the building ground. If the resistance to ground exceeds 25 ohms, additional rods shall be driven and bonded together until a reading of 25 ohms or less to ground is obtained. After completion of the grounding system, measure the system ground resistance with a "Megger Earth Tester". Submit directly to the Engineer two (2) copies of each test report certified by the testing technician and the Engineer's representative.

2. Extend from the electrodes to the main service disconnect with a No. 4/0 copper insulated ground conductor in a 1 inch conduit and connect to the neutral bar, housing and frame.

3. Provide a No. 4/0 copper insulated conductor across the water meter with the conductor attached with clamps to the water line on each side of the meter.

4. Provide a No. 4/0 copper insulated ground conductor in a 1" conduit from cold water entrance pipe ahead of first valve to the main service disconnect and connect to the neutral bar, housing and frame.

5. Where nonmetallic insulating couplings or dielectric flanges are used in metallic water piping systems, provide a No. 4/0 copper, insulated ground conductor across the couplings with the conductor attached with clamps to the water line on each side of the coupling.

6. All ground clamps shall be equipped with compression type cable lugs independent of the compression device clamping the pipe or rod.

7. All steel conduit entering the main service disconnect shall have threaded conduit insulated grounding bushings. All bushings shall be bonded together and bonded to the main grounding bus with a No. 4 bare conductor.

B. Provide an insulated green bonding jumper from the grounding lug of all receptacles to a clip or a sheet metal screw in the outlet box. The ground wire installed behind the device mounting screws will not be acceptable.

C. Provide 1 #6 AWG copper conductor in 1" conduit from the point of attachment of the system ground at the water main to the telephone company room backboard.

D. All branch circuits shall include a green insulated ground wire sized per NEC or as shown connected to each device and outlet box on the circuit and to the panelboard ground bus. Multiple wire branch circuits with common neutral require only one ground wire. The number of wires shown on the drawings does not include this ground wire.

3.10 TELEPHONE/INTERCOM CONDUIT SYSTEM:

A. Telephone service shall include wood backboards with service entrance conduit as shown.

B. Telephone service entrance cable, all branch cabling and telephone instruments shall be provided by the telephone equipment vendor.

C. Provide an outlet and conduit system for the telephones as shown and leave the same in readiness for wiring by others. Provide pull line in all telephone conduits. Terminate all conduits at a uniform height with smooth insulated bushings at the telephone wood backboards.

D. Telephone wall outlets shall be pressed steel sectional switch boxes, wall mounted at the locations indicated. Coverplate shall have a bushed hole or modular jack as required.

E. Telephone conduits shall be 3/4 inch and stub out of walls 6 inches above ceiling for each outlet.

F. Telephone floor outlets, if and where required, shall be floor boxes as specified at the locations indicated.

3.11 CONNECTION TO EQUIPMENT:

A. Equipment furnished by the Owner or under other Sections, such as mechanical, signs, kitchen equipment, etc., will be installed by others. Provide electrical service and make the electrical circuit connection to this equipment.

B. Provide PVC insulated flexible cord sets for all cord and plug connected building appliances and equipment. Cords shall be sized in accordance with electrical circuits indicated. Multiple conductor cords shall be type "SO" cable with PVC jacket and green insulated ground conductor.

3.12 CORING, CUTTING AND PATCHING:

A. Set sleeves for conduit accurately before the concrete floors are poured, or set boxes on the forms so as to leave openings in the floors in which the required sleeves can be subsequently located. Fill in the voids around the sleeves with concrete.

B. Should the performance of this preliminary work be neglected and should cutting be required in order to install conduit, then the expense of the cutting and restoring of surfaces to their original conditions shall be accomplished without incurring additions to the Contract.

3.13 EQUIPMENT ANCHORING: All items of electrical equipment, such as switchboards, panelboards, etc., shall be securely anchored to the building structure. The anchoring shall be accomplished by utilizing a minimum size of 3/8" steel anchor bolts in the structure and to the item of equipment. A minimum of two (2) anchor bolts shall be provided on each side of each item of equipment with the following exceptions:

Exception No. 1: If the equipment manufacturer includes more than two (2) anchor holes per side in the base or base frame of the equipment item, then there shall be one anchor for each anchor hole.

Exception No. 2: If the equipment manufacturer recommends a particular quantity greater than two (2) per side, then that quantity of anchors shall be provided.

3.14 CONTROL WIRING:

A. Control wiring is defined as the wiring, which provides connections between control circuit elements and does not provide the power circuit.

B. Generally, control wiring is specified in Division 15; however, where a control device such as a pushbutton, thermostat, firestat, etc. is to be installed in the power circuit, these devices shall be received, stored and installed as part of the work of this Division.

C. Control wiring and conduit for control wiring shown on the electrical drawings shall be provided regardless of its function.

END OF SECTION

SECTION 16200 SERVICE AND DISTRIBUTION

PART 1 GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section shall comply with the provisions of Section 16011.

B. Provide a complete electrical distribution system. The system shall include the secondary service entrance, main switchboard, feeders, distribution panels, panelboards, busway, remote control switches, contactors, etc., to provide a complete system.

C. All distribution switchgear (branch circuit panelboards, switchboard, distribution panelboards, busway, etc.) shall be the unit responsibility of one manufacturer. All component parts of the above listed items shall be of the same manufacturer except where a written request for a deviation from this requirement has been approved prior to bid date.

D. Shop drawings for equipment specified in this Section shall show that all specified requirements have been incorporated.

E. All floor mounted distribution equipment shall be mounted on a 4 inch high concrete pad.

1.02 ELECTRICAL SERVICE:

A. Make all arrangements with the power company and pay all charges made by the power company for permanent electric service. In the event that the power company's charges are not available at the time the project is bid, the bids shall be qualified to notify the Owner and/or Engineer that such charges are not included.

B. The contractor shall provide the required conduit and/or weatherheads. There shall be one active and one spare conduit.

C. The contractor shall provide ground rods, ground cables, and ground wires, so as to provide a complete grounding system as per NEC 250.

D. The secondary service to the building shall be 120/240 volts, single phase, 3 wire, 60 Hertz AC. Provide all conduit and wire as specified from the secondary terminals of the transformer to the main switchboard.

PART 2 PRODUCTS

2.01 BRANCH CIRCUIT PANELBOARDS:

A. Panelboards (panels) shall be general purpose enclosures and shall be surface or flush mounted as indicated. Panels shall be of the automatic circuit breaker type, factory assembled by the manufacturer of the circuit breakers. Panels shall be for the voltage indicated with the quantity of poles and ampacity of circuit breakers shown.

B. Boxes and trim shall be made from code gauge steel. Boxes shall be of sufficient size to provide a minimum gutter space of 4 inches on all sides. Boxes shall be minimum 20 inches width and 5-3/4 inches depth.

C. Hinged door covering all device handles shall be included in all panel trim. Doors shall have flush-type cylinder lock and catch, except that doors over 48 inches in height shall have auxiliary fasteners at top and bottom of door in addition to flush-type cylinder lock and catch. Door hinges shall be concealed. All locks shall be keyed alike. Directory frame and card having a transparent cover shall be furnished with each panel door.

D. Trims for flush panels shall overlap the box by at least 3/4 inch all around. Surface trims shall have the same width and height as the box. Trims shall be mountable by a screwdriver without the need for special tools. After installation, trim mounting mechanism or hardware shall not be accessible when panel door is closed and locked.

E. All exterior and interior steel surfaces of the trim shall be cleaned and finished with gray paint over a rust-inhibiting phosphatized coating.

F. All interiors shall be completely factory assembled with protective devices, wire connectors, and shall be so designed that devices may be changed without machining, drilling or tapping.

G. Interiors shall be so designed that devices can be replaced without disturbing adjacent units and without removing the main bus connectors.

H. Bus bars for the mains shall be copper sized in accordance with U.L. Standards. Full size bars shall be included. Bus bar taps for panels with single pole branches shall be arranged for sequence phasing of the branch circuit devices.

I. Phase bussing shall be full height without reduction. Cross and center connectors shall be of the same material as the bus.

J. The neutral bus shall utilize set-screws to bond the neutral wire to the neutral bus through holes drilled in the neutral bar. A sheet copper neutral bus utilizing flathead screws to hold the neutral wires will not be acceptable.

K. Spaces for future devices shall be included as indicated and shall be bussed for the maximum rated device that can be fitted into them.

L. All circuit breakers shall be manually operated, thermal-magnetic, automatic, of the ampacity and poles as indicated. They shall be quick-make, quick-break, both on manual and automatic operation. Breakers shall be over-the-center toggle operating type, with the handle going to a position between ON and OFF to indicate automatic tripping. All multi-pole breakers shall have internal common trip. Breakers shall have a minimum of 10,000 RMS symmetrical amperes interrupting capacity unless designated otherwise. The breakers furnished shall be determined by the specifications and by the minimum U.L. labeled RMS symmetrical amperes interrupting capacity at circuit voltage. All circuit breakers shall be bolted on or Square D I-Line and rigidly braced.

M. Panels having sub-feed lugs for feeding through shall have 8" minimum extra gutter space at the lug end and on one side.

N. Each panel as a complete unit shall have a short-circuit current rating equal to or greater than the equipment rating indicated.

O. Panels shall be as manufactured by ITE/Siemens, Square D, G.E. or Cutler Hammer.

2.02 DISTRIBUTION PANELBOARDS:

A. Distribution panelboards shall be of the circuit breaker type, factory assembled by the manufacturer of the circuit breakers, complete with front door cover. The main breaker and the branch circuit breakers shall be as indicated. The main bus shall be copper rated as and of capacity equal to or greater than the rating or setting of the over-current protective device next back in the line. Panel shall be suitable for the voltage and phase indicated. Provide 25% ground bus.

B. Panels shall be flush or surface mounted as indicated, with baked-on enamel trim, adjustable trim clamps and door with chromium plated combination cylinder lock and catch, all locks keyed alike. Provide a specified nameplate for each device and a blank (not engraved) nameplate for each spare breaker or space.

C. The neutral bus shall utilize set-screws to bond the neutral bus through holes drilled in the neutral bar. A sheet copper neutral bus utilizing flathead screws to hold the neutral wires will not be acceptable.

D. All circuit breakers shall be manually operated, thermalmagnetic, automatic, of the ampacity and poles as indicated. They shall be quick-make, quick-break both on manual and on automatic operation. Breakers shall be over-the-center toggle operating type, with the handle going to a position between "ON" and "OFF" to indicate automatic tripping. All multipole breakers shall have internal common trip. All breakers shall be capable of being locked in the "off" position.

E. The interrupting capacity of the breakers furnished shall be 22,000 RMS symmetrical unless indicated otherwise.

F. All main circuit breakers shall be molded case and vertically mounted. All vertically mounted molded case circuit breakers shall be mounted so that the handle is up for "ON" and down for "OFF", when viewed from the normal standing position. All vertically mounted molded case main circuit breakers shall be UL approved for feeding in the bottom and out the top.

G. All circuit breakers, including any connectors to the main bus, shall be bolted and rigidly braced.

H. Spaces for future installation of molded case circuit breakers are specified by range of trip rather than a single trip size or frame size. The spaces so scheduled shall be complete with all bus and required bus connectors such that future breakers can be installed without adding or changing bus connectors on the main bus and without using a larger (frame size) or more expensive breaker than the trip size and interrupting capacity would require. If the bus connectors furnished on the main bus will not cover the trip range specified, then duplicate sets of connectors shall be furnished on the main bus for each frame size required.

I. Distribution panels shall be as manufactured by Square D, G.E., ITE/Siemens, or Cutler Hammer.

PART 3 EXECUTION

3.01 INSTALLATION:

A. Provide a typewritten directory under plastic for all panelboards with spares marked in pencil.

B. Provide all necessary hardware to level and secure the switchgear as required by the manufacturer's instructions. Make all electrical connections for supply and load circuits and leave in operating condition.

C. Clean enclosure of all switchgear of all foreign matter, including dust.

END OF SECTION

SECTION 16300 LIGHTING

PART 1 GENERAL

1.01 DESCRIPTION:

A. All work in this Section shall comply with the provisions of Section 16011.

B. Provide all lighting fixtures and lamps as specified herein and as shown.

C. All lamps shall be operating at the time of the final inspection.

D. Confirm exact locations of all lighting fixtures by coordination with the Architectural Reflected Ceiling Plans and mechanical equipment above or on the ceiling.

E. Confirm all ceiling types before ordering lighting fixtures.

F. Each lighting fixture shall have been tested and certified for proper operation by the fixture manufacture for the type mounting and ceiling on/in which it is installed.

G. Lamps and ballasts shall be compatible.

PART 2 PRODUCTS

2.01 LAMPS:

A. The type lamps shall be as specified with each lighting fixture and shall be suitable for use in the fixture for which it is specified.

1. The lamp catalog number is given as a standard of the quality and performance required. Equal lamps by General Electric, Sylvania or Phillips/Westinghouse will be acceptable. When a lamp manufacturer's name is used along with the catalog number in the lighting fixture schedule, it is considered unequaled by any other lamp and shall not be substituted. The lamp performance with energy conserving ballasts furnished under this Section shall be certified by a nationally recognized independent testing laboratory.

2. Energy conserving and standard (non-energy conserving) fluorescent lamps shall be by the same manufacturer.

B. Fluorescent Lamps:

1. Fluorescent lamps shall be as specified in Lighting Fixture Schedule.

2. Floor lamps shall be listed by manufacturer as suitable for use on the ballasts intended for use.

C. High Intensity Discharge (HID) lamps shall be the voltage and type specified in the lighting fixture schedule.

2.02 BALLASTS:

A. Provide ballasts of the proper voltage rating to match the circuit voltage from which the units are supplied.

B. Fluorescent ballasts shall be the high power factor type, Class "A" sound rating, non-PCB, CBM certified and shall have an automatic resetting thermostat to provide Class P ballast protection.

C. Fluorescent ballasts shall be energy-saving, solid-state, full light output type. Electromagnetic interference shall be minimal. Ballast shall e protected from voltage transients and minimum power factor shall be 90%. Ballast current third harmonic content shall be less than 10%. Average input wattage shall be 65 or less when operating 2 – 32 watt energy-saving lamps. Ballasts shall be as manufactured by Magnetek or approved equal by Advance or Motorola.

D. Ballasts for High Intensity Discharge (HID) lamps shall be Constant Wattage Autotransformer (CWA) type or equal type with 90% minimum power factor. Low power factor or normal power factor (NPF) ballast shall not be used.

2.03 DIFFUSERS:

A. Unless specified otherwise, all prismatic diffusers for fluorescent lighting fixtures shall be prismatic acrylic with a thickness of 0.125", measured from the back side to the peak of the prism.

B. All wraparound lenses shall be virgin acrylic, one-piece and injection molded.

2.04 LIGHTING FIXTURE TRIM:

A. Each recessed lighting fixture shall have a trim to match the type of ceiling (plaster, exposed grid, concealed spline, exposed panel, etc.) in which it is being installed, regardless of catalog number given.

B. Each lighting fixture recessed in a plastered ceiling of any type shall have a plaster frame.

2.05 LIGHT FIXTURE TYPES:

A. Most lighting outlets are lettered or groups of outlets are indicated by a letter.

B. Each lighting fixture shall have a manufacturer's label affixed and shall comply with the requirements of all authorities having jurisdiction.

C. The lighting fixtures that are indicated by the letters shall be as indicated on the Lighting Fixture Schedule.

2.06 RECESSED INCANDESCENT FIXTURES: All recessed incandescent fixtures shall comply with Article 410-65, C of the N.E.C.

2.07 LIGHTING CONTROL:

A. Provide a Photo/Control system with mechanically held contactor for exterior lighting. Photocontrol shall operate to energize the contactor circuits whenever natural lighting falls below 25 footcandles.

PART 3 EXECUTION

3.01 SUPPORT OF LIGHTING FIXTURES:

A. All lighting shall be supported from the building structure. The fixtures shall be supported in a manner that will insure the fixture weight being equally distributed from each support and the fixture remaining in a level position.

B. Fluorescent fixtures installed recessed in a suspended ceiling system shall be supported form the building structure with two (2) 12 gauge wires on diagonal corners of the fixture. In addition, the fixture shall be clipped to members of the ceiling suspension system.

C. Fluorescent fixtures installed in or on any ceiling other than a suspended ceiling system specifically mentioned above shall be supported with concealed steel rods. Rods shall be 1/4" diameter minimum and shall be located where recommended by the fixture manufacturer. Provide a minimum of two (2) supports for each 4' or 8' fixture chassis. Supports shall be maximum of 48" centers. For incandescent fixtures, steel hanging wire may be used by attaching the wire to the fixture mounting frame.

D. Pendant mounted incandescent fixtures shall be stem supported by a fixture stud mounted in the outlet box. Suspended fluorescent fixtures shall have mounting stems located as per the manufacturer's recommendations, but in no case shall have less than two (2) stems per chassis.

3.02 AIMING OF ADJUSTABLE LIGHT FIXTURES: All fixtures with lamp position, tilt, shutters, rotation, or other types of adjustment shall be rough adjusted at the time of installation. The Engineer or his representative will determine the final inspection. Fixtures serving areas where daylighting is predominant will be adjusted after sunset.

3.03 LIGHTING FIXTURES IN MILLWORK, IF AND WHERE REQUIRED:

A. Special attention shall be given to lighting fixtures indicated to be mounted within, under, on or otherwise incorporated into millwork or cabinetry.

B. Refer to the Architectural drawings and details for specific dimensions. This coordination shall occur prior to ordering fixtures to assure fixtures will fit the space limitations of the millwork.

C. This requirement is intended to preclude incurring additions to the Contract due to fixtures being too small or too large for the space.

END OF SECTION

SECTION 16671 TRANSIENT VOLTAGE SURGE SUPPRESSOR (TVSS)

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section describes the materials and installation requirements for transient voltage surge suppressors (TVSS), including integrated TVSS in switchboards, switchgear, distribution and branch panelboards, busways and motor control centers for the protection of all AC electrical circuits.

1.02 REFERENCES

A. TVSS must meet the recommendations of, and comply with, the most recent edition of:

1. ANSI/IEEE C62.41, C62.41.1, C62.45, C62.48, C62.72

2. National Electric Code, Article 285

3. Underwriters Laboratories: UL1449 & UL1283

PART 2 PRODUCT

2.01 TVSS REQUIREMENTS

A. TVSS shall be Listed in accordance with UL 1283 and 1449 Second Edition and shall be UL Recognized for Integral (where Type IN is noted on drawings).

B. TVSS shall have a UL Listed Short Circuit Current Rating (SCCR), equal to or greater than the SCCR where connected, per NEC 2002, Article 285 (as noted on drawings). It shall not require the use of any upstream overcurrent protection to obtain said rating.

C. TVSS shall be marked, Suitable for use on a Circuit Capable of Delivering Not More Than 18,000 rms symmetrical Amperes, 120/208 Volts Maximum.

D. TVSS suppression components shall have a maximum continuous operating voltage (MCOV) of not less than 115% nor greater than 130% of the nominal phase-to-neutral operating voltage.

E. TVSS Submittal information shall include UL 1449 Listing Classification Page, indicating per mode Suppressed Voltage Ratings and UL Listed SCCR.

F. TVSS shall provide surge current diversion paths for all modes of protection; L-N, L-G, N-G in WYE systems, and L-L, L-G in DELTA systems.

G. TVSS shall be modular in design for Service Entrance, Distribution, Busway and Motor Control Center. Module(s) shall be fused with surge rated fuses and incorporate thermal cutout devices capable of preventing thermal runaway of internal suppression components.

H. TVSS shall be provided with 1 set of spare NO/NC dry contacts, and provide an audible alarm for notification of reduced or lost protection. Device shall have LED indicators to indicate the status of protection on each phase and/or mode.

I. TVSS shall be specified on the drawings following:

1. Type IN; TVSS noted for Integral, shall be installed, UL Listed, and shipped from the electrical distribution equipment manufacturer's factory (noted as IN on drawings).

2. Minimum per phase (L-N, L-G) surge capacity and type shall be noted on drawings:

Type CH:	Switchboard/High Exposure	-	240kA per phase
Type CM:	Switchboard/Medium/Low Exposure	-	160kA per phase
Type BH:	Distribution/High Exposure	-	160kA per phase
Type BM:	Distribution/Medium/Low Exposure	-	120kA per phase
Type AH:	Branch/High Exposure	-	120kA per phase
Type AM:	Branch/Medium/Low Exposure	-	80kA per phase

3. UL 1449 Listed, and Recognized Component Suppressed Voltage Ratings shall not exceed the following:

VOLTAGE	L-N	L-G	N-G
240Y/120	330V	400V	330V

J. TVSS shall have a minimum EMI/RFI filtering of -50dB at 100kHz.

K. External mounted TVSS shall follow manufacturer's installation instructions with lead lengths as short (less than 24 inches) and straight as possible and gently twisted together.

L. TVSS shall have a five-year warranty.

2.02 MANUFACTURERS

A. Vendor list (or approved equal):

1. Type IN: Cutler Hammer, General Electric, Siemens E&A, and Square D.

END OF SECTION

SECTION 16721 FIRE ALARM AND DETECTION SYSTEM

PART 1 GENERAL

1.01 Shall be installed in conduit. Conduit and wiring though not shown shall be furnished and installed to accomplish the intent of the system as shown on the drawings by symbols and this specification.

1.02 INSTRUCTIONS:

A. Fire Alarm System shall consist of line voltage (120V) photometric type detectors with an integral 135 degree heat sensing element. The detectors shall sound an audio alarm upon activation and be wired to shut down hvac units.

B. System components shall be manufactured by Simplex, Secutron, Notifier or equal approved by Architect/Engineer.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 16762 SELECTIVE CALL INTERCOM SYSTEM

1.01 GENERAL

A. Install as hereafter specified and as shown on the plans a complete and operating selective call intercom Access Control System. All components require for a complete operating system shall be furnished and installed.

B. The system shall be installed in conduit, and shall be connected and checked out by professional technicians, thoroughly familiar with the equipment being installed. Cables exposed to weather shall be encased in Sealtite or equal.

C. New equipment shall be provided and installed at to accommodate direct integration with a future Integrated Security Management and Monitoring System.

1.02 RELATED WORK

A. Raceways

B. Supporting Devices and Hangers

C. Pull and Junction Boxes

D. Outlet Boxes

1.03 PRODUCTS

A. The Intercom System equipment vendor shall furnish system equipment, power unit cabinets, special back boxes, etc., and wire for the system.

B. Conduit sizes shall conform to the Division 16 sections of these specifications, and shall be provided by this contractor.

C. Contractor to provide standard outlet boxes to conform to Division 16 sections of these specifications.

D. This project will consist of an Intercom master station, capable of controlling (3) substations, and an intercom substation as shown on the drawings. The Intercom master station shall be capable of selective door release with a button on the master station. Required power supply and cabling to be provided and connected for a complete operating system. Cables shall be as manufactured by Bellen or approved equal. Provide appropriate connectors as required

E. System Components shall be as manufactured by Aiphone Corporation system model number (LEF-3L) or an approved equal.

F. Electric strikes for monitored door to be provided by hardware contractor.

1.04 EXECUTION

A. All cable concealed in walls or inaccessible (drywall) ceilings shall be installed in conduit.

B. The Electrical Contractor shall install conduit and standard boxes. Approved vender shall pull cable, install all equipment, and terminate all final connections.

C. Provide a one-year guarantee of the installed system against defects in material and workmanship. All labor and materials shall be provided at no expense to the owner. Guarantee period shall begin on the date of acceptance by owner.

D. The contractor shall furnish a minimum of two hours of in-service training with the system to the owner. Operating manuals and user guides shall be provided at the time of training.

E. The contractor shall furnish manufacturer's manuals of the completed system including individual specification sheets, inter-panel and intra-panel wiring diagrams as required. In addition, all information necessary for the operation and proper maintenance of the system must be included.

END OF SECTION

SECTION 16920 MOTOR CONTROLS AND WIRING

PART 1 GENERAL

1.01 SCOPE:

A. All work specified in this Section shall comply with the provisions of Section 16010.

B. All motors shall be provided under Division 15.

C. All motor starters shall be furnished under Division 16 for each motor except for package units, which will be furnished with integral starters. Motor starters shall be installed either in a Motor Control Center or separately mounted adjacent to the motor served, as indicated on plans.

D. Motor power wiring is defined as those conductors between the energy source and the motor. This power wiring shall be terminated at the motor terminals.

E. All control wiring required for automatic starting and stopping of motors shall be provided under Division 15 unless specifically shown on the electrical drawings.

F. Power wiring shall be connected through all line voltage control devices such as firestats and thermostats provided by Division 15.

PART 2 PRODUCTS

2.01 MOTOR STARTERS:

A. Starters for motors 1/3 horsepower or smaller shall be manual unless remote or automatic starting is required, in which case the starters shall be magnetic, full voltage, non-reversing, single-speed, unless otherwise indicated. Refer to mechanical drawings, specifications and schedules to determine which motors are not remote started. All other starters shall be magnetic.

B. Each starter for a three-phase motor shall be furnished with three (3) overload relays sized for the full load running current of the motor actually provided. Provide an external "RESET" button or "HAND-OFF-AUTO" selector switch as scheduled with red "RUNNING" light. Provide a green pilot light to indicate motor "STOPPED." Each pilot light shall have a legend plate indicating reason for signal.

C. Each overload relay shall have a normally open alarm contact which will close only when actuated by an overload (not to be confused with N.O. or N.C. auxiliary contacts). These contacts shall be properly wired to their respective blue pilot light provided on the starter front cover and having a "TRIPPED" legend plate.

D. Individually mounted motor starters shall be in a NEMA Type 1 general purpose enclosure in unfinished areas and shall be flush mounted in all finished areas. Each starter shall have a laminated nameplate to indicate Division 15 unit number, function and circuit number. Starters installed outdoors shall be NEMA 3R.

E. All motor starters, push buttons and pilot lights shall be of the same manufacture as the switchboard and shall be Westinghouse-Cutler Hammer, GE, or ITE/Siemens.

2.02 COMBINATION STARTERS:

A. Combination starters shall consist of a circuit breaker or fused switch and a motor starter mounted in a common NEMA Type 1 general purpose enclosure.

B. The motor starter components shall be as specified in paragraph 2.01 for motor starters.

C. The circuit breaker component shall be a minimum 22,000 RMS interrupting capacity and shall be as required in Section 16200.

PART 3 EXECUTION

3.01 INSTALLATION:

A. Provide power wiring to and install all motor starters, unless integrally factory mounted on a piece of equipment.

B. Provide power wiring to all motors except packaged units that are prewired between the starter and motor.

C. Where line voltage control devices are mounted at, on or inside a unit, such as aquastats, firestat for single phase devices, etc., the power wiring to the unit shall be connected through such a control device.

D. On final inspection, it shall be demonstrated to the Architect or his representative that each overload relay control circuit is properly wired and functioning correctly by manually tripping each overload relay individually, one at a time. This inspection procedure shall not involve removing of any wiring or disconnecting any current carrying parts.

END OF SECTION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-259-5 **CODE: (SP)**

DATE: 10/12/06

SUBJECT: Site Amenities

PROJECT: NH-0002-08(011) / 104124301 -- Alcorn County

Section 907-259, Site Amenities, is hereby added to and made a part of the Standard Specifications for Road and Bridge Construction, 2004 Edition.

SECTION 907-259 -- SITE AMENITIES

907-259.01--Description. This item shall consist of installing unlighted and lighted bollards, flag pole lights, sign lights and column uplights, each complete in place, in accordance with these Specifications and in reasonably close conformity with the locations, lines, grades, configurations, dimensions and other requirements shown on the plans or established.

907-259.02--Materials.

A. General. Unless otherwise stipulated, the materials used in this construction, in addition to the general requirements of these specifications and the plans, shall conform to the provisions and requirements prescribed in the sections of the Standard Specifications for the several items which constitute the complete structure.

All items will require approval by the Engineer from the manufacturer. Submit six (6) copies of brochures or shop drawings for approval prior to ordering manufactured items. Other items may require testing as directed by the Engineer.

B. Lighted Bollards: Bollards shall be Charleston Model Number BOL/CH44/12/DT/L-CA/DB/S100/208-PEC2-DBB, , as manufactured by Holophane or other accepted models by Gardco, Greenlee or approved equal.

C. Flag Pole Lights: Flag pole lights shall be Model Number DF7-SP(W/ST) – HFL 250 HPS-208-BRP as manufactured by GARDCO or other accepted models models by Kim, Greenlee or approved equal.

D. Sign Lights: Sign lights shall be Model Number DF7-SP(W/ST) – HFL-175-208-BRP as manufactured by GARDCO or other accepted models by Kim, Greenlee or approved equal.

E. Fluorescent Light @ Kiosk: Fluorescent lights (2' x 4' -2 lamp) shall be Model Number SWN 232 120 1/2 LT as manufactured by Day-Brite or other accepted models by Lithonia, Cooper or approved equal.

F. Weatherproof GFCI Receptacles: Weatherproof GFCI receptacle shall be commercial specification grade 20A 125V GFCI receptacle(s) as manufactured by Hubbell or other accepted models by Pass & Seymour, Leviton or approved equal. Color shall be black and verified with Project Engineer.

G. Column Uplights: Column lights shall be Model Number LTV10 NF 70MH208/RG10/GM10 as manufactured by KIM or other accepted models by Gardco, Greenlee or approved equal.

907-259.03--Construction Requirements. The Contractor shall provide and install site amenities in accordance with the drawings, special provisions, and the standard specifications. All work shall be performed in a good workmanlike manner, to the satisfaction of the Engineer.

907-259.04--Method of Measurement. Site Amenities of the type specified, constructed and complete in accordance with the requirements of the contract, and accepted, will be measured by the unit quantity per each.

907-259.05--Basis of Payment. Uplighted bollards, lighted bollards, flag pole lights, sign lights and column lights shall be paid for at the contract unit price bid per each, which price shall be full compensation for furnishing all materials and supplies; for performing all work necessary for each completed unit; and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-259-B:	Lighted Bollard	- per each
907-259-C:	Flag Pole Lights	- per each
907-259-D:	Sign Lights	- per each
907-259-E:	Lighting Assembly, Kiosk	- per each
907-259-F:	Weatherproof GFCI Receptacle	- per each
907-259-G:	Lighting Assembly, Column Uplights	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-290-1 **CODE: (SP)**

DATE: 5/16/05

SUBJECT: Flagpole

Section 907-290, Flagpole, is added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-290--FLAGPOLE

907-290.01--Description. This work shall consist of furnishing all materials and erecting a flagpole as indicated on the plans or established.

907-290.02--Materials.

907-290.02.1--General. Unless otherwise stipulated, the materials used in this construction, in addition to the general requirements of this Special Provision, shall conform to the applicable sections of the Standard Specifications.

907-290.02.2--Concrete for Flagpole Footing. Concrete for the flagpole footing shall conform to Class "B" Concrete, meeting the requirements of applicable subsections of Section 804 of the Standard Specifications.

907-290.02.3--Flagpole. The flagpole shall be an approved groundset tapered aluminum flagpole, having an approximate 30-foot exposed height. The pole shall be complete with an approved ornamental cap, umbrella type revolving truck, tiedown cleat, two No. 10 (5/16") polypropylene halyards with solid bronze swivel snaps per halyard, ground sleeve, and ornamental base collar.

The pole shall be made from 6063T6 extruded aluminum tubing with approximately one inch every five to six feet straight taper, with a butt diameter of approximately six inches and top diameter of approximately three and one half inches and have an approved satin finish. Pole wall thickness to be a minimum of 0.156 inches. Base collar finish shall match pole finish.

907-290.02.4--Descriptive Data. Six (6) copies of material descriptive data, in the form of brochures or shop drawings, shall be submitted for review and approval prior to installation of the materials.

907-290.03--Construction Requirements. The flagpole shall be erected plumb in an approved manner to the satisfaction of the Engineer and in accordance with the manufacturer's details and recommendations. Material excavated in flagpole construction shall be disposed of as directed by the Engineer.

907-290.04--Method of Measurement. Flagpole, complete in place and accepted, will be measured per each. Separate measurement for payment will not be made of any individual unit, operation, or incidental item involved in this construction.

907-290.05--Basis of Payment. Flagpole, measured as provided in Subsection 907-290.04, will be paid for at the contract unit price per each complete unit, which price shall be full compensation for furnishing all materials and supplies, for all excavation, backfilling and disposal of surplus material, and for any other work required to complete the flagpole installation.

Payment will be made under:

907-290-A: Flagpole - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-304-4 **CODE: (SP)**

DATE: 05/02/2006

SUBJECT: Crushed Stone Granular Materials

Section 907-304, Granular Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-304.02--Materials. After the first paragraph of Subsection 304.02.1 on page 183, add the following:

Gradation requirements for crushed stone granular material shall meet the following:

Crushed Stone

Sieve Size	Percent Passing by Weight
1 1/2 inch	100
1 inch	90 - 100
1/2 inch	62 - 90
No. 4	30 - 65
No. 10	15 - 40
No. 200	3 - 16

Gradation requirements for crushed stone granular material size 825 shall meet the following:

Size 825

Sieve Size	Percent Passing by Weight
2 inch	100
1 1/2 inch	90 - 100
1 inch	75 - 98
1/2 inch	60 - 85
No. 4	40 - 65
No. 8	28 - 54
No. 16	19 - 42
No. 50	9 - 27
No. 200	4 - 18

Granular material, RAP shall be milled recycled asphalt pavement and shall be visually inspected by the Engineer to insure it is free from chunks and deleterious materials.

907-304.03--Construction Requirements.

907-304.03.5--Shaping, Compacting and Finishing. Delete the first table in Subsection 304.03.5 on page 186 and substitute the following:

Granular Material Class	Lot Average	Individual Test
7,8,9 or 10	97.0	93.0
5 or 6	99.0	95.0
3 or 4	100.0	96.0
1 or 2	102.0	98.0
Crushed Stone Courses*	99.0	95.0

* When placed on filter fabric on untreated subgrade, the individual tests and the average of the five (5) tests shall equal or exceed the following values:

Lot Average	Individual Test
96.0	92.0

Before the last paragraph of Subsection 304.03.5 on page 186, add the following:

Unless otherwise specified, density for granular material, RAP, shall be achieved by two passes of an approved roller and density tests will not be required.

For Size 825 crushed stone base, the required density shall equal or exceed ninety-nine percent (99.0%) with no single density below ninety-five percent (95.0%).

907-304.05--Basis of Payment. Add the "907" prefix to pay items 304-D, 304-E, 304-F, 304-G & 304-H on page 187.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-4 **CODE: (SP)**

DATE: 06/10/2004

SUBJECT: Thermoplastic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-626.02--Materials. After the first paragraph of Subsection 626.02.1 on page 443, add the following:

Blue-ADA thermoplastic marking material shall meet the requirements of Subsection 720.02 with the exception that the color shall be blue-ADA.

907-626.04--Method of Measurement. After the last paragraph of Subsection 626.04 on page 446, add the following:

Thermoplastic Legend, Handicap Symbol of the color specified will be measured per each as determined by actual count in place.

907-626.05--Basis of Payment. Delete the first sentence under Subsection 626.05 on page 446 and substitute the following:

Thermoplastic traffic markings will be paid for at the contract unit price per mile, linear foot, square foot or each, as applicable, which shall be full compensation for completing the work.

Add the following pay items after pay item 626-G on page 446.

907-626-G:	Thermoplastic Detail Stripe, Blue-ADA	- per linear foot
907-626-H:	Thermoplastic Legend, Blue-ADA	- per square foot
907-626-H:	Thermoplastic Legend, Handicap Symbol, Color	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-501-1 **CODE: (SP)**

DATE: 11/29/2004

SUBJECT: Price Adjustment For Thickness

Section 907-501, Portland Cement Concrete Pavement, of the 2004 Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-501-05.1--General. Add the "907" prefix to pay item nos. 501-A, 501-B & 501-C on page 326.

907-501-05.2--Price Adjustment for Thickness. Delete the table in Subsection 501.05.2 on page 327 and substitute the following:

Thickness Deficiency Inches	Proportional Part of Contract Price Allowed
0.0, 0.1, 0.2	100 percent
0.3	80 percent
0.4	72 percent
0.5	68 percent
0.6, 0.7, 0.8	57 percent
0.9, l.0	50 percent

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-2 **CODE: (IS)**

DATE: 01/12/2006

SUBJECT: Portland Cement

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-701.02--Portland Cement. Delete the third paragraph and table in Subsection 701.02 on page 596, and substitute the following:

When Portland cement concrete or cement for soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash (FA), ground granulated blast furnace slag (GGBFS), or metakaolin shall be as follows:

Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO_4) in soil, % by mass	Sulfate (SO_4) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1500	Type II*, ** cement, or Type I cement with one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin
Severe	0.20 - 2.00	1500 - 10,000	Type II* cement with one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin

* Type I cement with a maximum 8% tricalcium aluminate may be used in lieu of Type II cement.

** Class F, FA or GGBFS may be added as a replacement for Portland cement in accordance the proportions as listed in this table.

Class C fly ash shall not be used as a replacement for Portland cement in any of the sulfate exposure conditions listed above.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-3 **CODE: (IS)**

DATE: 09/26/2005

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

907-711.04--Synthetic Structural Fiber. Synthetic structural fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3, Note 3. The fibers shall be monofilament made of polypropylene or polypropylene/polyethylene blend meeting the following conditions:

Property	Results
Length, minimum	1.5 inches
Aspect Ratio (length / equivalent diameter)	90
Breaking tenacity, minimum *	530 mN/tex
(Tensile Strength, minimum	70 ksi)
Chord modulus, minimum *	980 cN/tex
(Modulus of Elasticity, minimum	1,300 ksi)

* When tested in accordance with ASTM Designation: D 3822

The dosage rate for the fibers shall be a minimum of three pounds per cubic yard (3 lb / yd^3). The dosage rate for the fibers when used in pile encasements shall be a minimum of four pounds per cubic yard (4 lb / yd^3).

The manufacturer shall furnish the Engineer three copies of the certified test report(s) showing results of all required tests, and certification that the material meets the specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-2 **CODE: (IS)**

DATE: 1/23/2006

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 714.07 on page 682 and substitute the following:

907-714.07--Other Cementitious Materials.

907-714.07.1--Metakaolin.

907-714.07.1.1--General. Metakaolin shall only be used to bring the cementitious materials in Portland cement concrete and cement for soil stabilization into compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. The approval of each metakaolin source shall be on a case by case basis as determined by the State Materials Engineer. Source approval will be based on, but not limited to, review of the proposed source's quality control program, production history, certified test reports, certification of shipment from the supplier, and job control sampling and testing requirements.

The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination. Metakaolin which has become partially set, caked, or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. In addition to these requirements, metakaolin shall meet the following specific requirements.

907-714.07.1.2--Specific Requirements. Metakaolin shall meet the requirements of AASHTO Designation: M 295 Class N with the following modifications:

1. The sum of $SiO_2 + Al_2O_3 + Fe_2O_3$ shall be at least 85%. The Material Safety Data Sheet shall indicate that the amount of crystalline silica, as measured by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalies, as equivalent Na_2O, shall not exceed 1.0%.
4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-715-1 **CODE: (IS)**

DATE: 09/23/2004

SUBJECT: Agricultural Limestone

Section 715, Roadside Development Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-715.02.2.1.1--Screening Requirements. Delete the first sentence of Subsection 715.02.2.1.1 on page 704 and substitute the following.

Grade "A" liming material, including ground shells, shall not have less than 90% of the material passing the No. 10 sieve, and not less than 47.5% passing the No. 60 sieve.

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following:

907-715-02.2.1.2--Calcium Carbonate Equivalent. Grade "A" liming material shall not have less than 85.5% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

907-715-02.2.1.3--Neutralizing Values. Grade "A" liming material shall have a minimum equivalent neutralizing value (ENV) of 63.0%, which is determined as follows:

ENV = Fineness Value x Assay(%)

Where: Fineness Value = ((% Passing #10 - % Passing #60) x ½) + % Passing #60, expressed as a whole number

Assay = % calcium carbonate equivalent

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-2 **CODE: (SP)**

DATE: 01/20/2006

SUBJECT: Concrete Bridges And Structures

Section 804, Concrete Bridges And Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-804.02.1--General. Add the following materials to the list of materials in Subsection 804.02.1 on page 847.

Ground Granulated Blast Furnace Slag (GGBFS).....714.06
Metakaolin 714.07.01

907-804.02.10--Portland Cement Concrete Mix Design. Change Note ***** of Subsection 804.02.10 on page 851 as follows:

***** Class DS Concrete for drilled shafts shall have an 8±1-inch slump. In the event of free fall method of concrete placement is used, the slump shall be 6±1-inch.

Delete the last paragraph of Subsection 804.02.10 on page 851 and substitute the following:

Either Type A, D, F, G or mid-range chemical admixture, shall be used in all classes of concrete. Any combination of water reducing admixtures shall be approved by the Engineer before their use.

907-804.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 898.

SPECIAL PROVISION NO. 906-3

Training Special Provisions

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program training shall be provided as follows:

> The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under this special provision will be as indicated in the bid schedule of the contract.

In the event that a Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a

journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A

Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

SPECIAL PROVISION NO. 906-6

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ON-THE-JOB TRAINING PROGRAM

ALTERNATE TRAINING SPECIAL PROVISION

PURPOSE

The purpose of the On-The-Job Training (OJT) Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained.

INTRODUCTION

This voluntary OJT Program has been developed through the partnering efforts of the Road Builders of Mississippi, the Federal Highway Administration (FHWA) and the Mississippi Department of Transportation (MDOT).

The OJT Program has been designed for use by participating contractors and subcontractors in meeting their training needs. The objective of the OJT Program is to develop skilled workers in the skilled craft trade areas of highway construction who are sufficiently trained to be productive employees in the highway construction industry work force.

The success of the OJT Program will require that contractors and subcontractors take part in the program and follow uniform procedures in training and in tracking trainee's progress.

FUNDING

MDOT will establish an annual OJT Fund from which, contractors and subcontractors may bill the Department directly for hours worked by trainees. The funding source of this money will be state and federal funds for MDOT's OJT Program.

DISBURSEMENT OF FUNDS

MDOT will pay $3.00 per hour toward the trainee's salary for each hour of training performed by each trainee in an approved training program. Program reimbursements will be made directly to the prime or sub contractor. Requests for payment will be submitted to the Office of Civil Rights for approval.

Contractors must provide a signed invoice providing the following information to be reimbursed.

- Contractor's Name
- Mailing Address
- Trainee Name
- Social Security Number

- Race
- Sex
- Project Number
- Job Classification
- Total Number of Hours Completed

TRAINING PROGRAM APPROVAL

A. To use the OJT Program on highway construction projects, the contractor will notify the Department Office of Civil Rights using the On-the-Job Trainee Schedule Form. The notification must include the following information:

- Trainee Starting Date
- Project number (s) trainee starting on
- Training program (classification) to be used; and
- Number of Training Hours Required

B. If a contractor chooses to use a training program different from those listed in the OJT Program Manual, or desires to train in a different classification, the training program must be submitted in its entirety for approval by the Department and FHWA. The training proposal must include the following:

1. The primary objective of the program: To provide training for minority, female and economically disadvantaged individuals for development to full journey status in the work classifications in which they are being trained.

2. The minimum number of hours and type of training the trainee will receive as it relates to each specific task required to achieve journey status.

3. No less than minimum wage.

4. Trainee certification of completion.

5. Records and reports submitted to the Office of Civil Rights on a monthly basis.

DEPARTMENT RESPONSIBILITY

1. Department project staff will monitor trainees on the project. They will monitor payrolls for payment of correct wage rates and fringe benefits. The Office of Civil Rights will maintain a master list by contractor name, project number, trainee name and trainee social security number to aid project staff in monitoring trainees who work on multiple projects.

2. The Office of Civil Rights may elect to interview trainees periodically during the training period to assess their performance and training program.

CONTRACTOR RESPONSIBILITY

1. Trainees must be identified on payrolls (i.e. dragline trainee).

2. When any trainee completes a program, or is terminated for a reason or reasons other than successful completion, the contractor must include the date of completion or an explanation for the termination and date of termination on the OJT Termination Report.

3. The contractor will assign each trainee to a particular person--either a supervisor or a journeyman/woman who is proficient in the craft the trainee is being trained in, to ensure that timely instructional experience is received by the trainee. This person, cooperating with the appropriate company personnel, will see that proper records and the total intended training hours are completed during the allocated number of hours set up in the classification criteria.

4. The contractor has the prerogative of terminating the training period of the trainee and advancing the trainee to journey status. Approval requests must be submitted to the Office of Civil Rights with an explanation (***refer to 2 above***).

5. Upon notification from the contractor, the Department will issue a skill verification card and certificate of training to the trainee.

6. Trainees may be transferred to state-aid highway construction projects in order to complete the training program. If transfers are made the Office of Civil Rights must be notified on the Monthly Trainee Form. All of the training hours completed by trainees will count toward overall program completion.

7. Program reimbursements will be made directly to the prime or sub contractor.

WAGE RATE

The wage rate for all trainees is $5.15, during their OJT training program. Trainees shall be paid full fringe benefit amounts, where applicable. At the completion of the training program, the trainee shall receive the wages of a skilled journey.

RECRUITMENT AND SELECTION PROCEDURES

A. Prerequisites for Trainees

To be qualified for enrollment in the OJT Program, trainees must possess basic physical fitness for the work to be performed, dependability, willingness to learn and ability to follow instructions.

B. Licenses

Truck driver trainees must possess appropriate driver permits or licenses for the operation of Class A, B and C trucks. However, when an instructional permit is used in lieu of a license, the trainee must be accompanied by an operator who:

1. Holds a license corresponding to the vehicle being operated;

2. Has had at least one year of driving experience; and

3. Is occupying the seat next to the driver.

C. Recruitment

1. Notices and posters setting forth the contractor's Equal Employment Opportunity Policy and availability of training programs will be placed in areas readily accessible to employees, applicants for employment and potential employees.

2. The contractor must target minority, female or economically disadvantaged trainees.

3. The contractor will conduct systematic and direct recruitment through public and private employee referral sources. Contractors must submit the trainee's name and completed application form to the Office of Civil Rights for review and approval. Approval must be obtained before the trainee can begin work under the training program.

4. Present employees will be screened for upgrading.

D. Selection

1. The selection and employment of a person by participating contractor shall qualify the person for the OJT Program.

2. Selection will be made without regard to race, color, religion, sex, age or national origin and shall be completely nondiscriminatory.

3. Employment of trainees will be in accordance with the work force requirements of the contractor. Each contractor will hire and train the trainees for uses in their own organization.

4. Written certification of individuals under the category of economically disadvantaged can be provided to the contractor at the time of the interview. This certification must then be provided to the Office of Civil Rights with the other required information as part of the approval process for trainees.

- ***NOTE:*** The OJT Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained. However, this program does not exclude trainees that are not members of the above groups.

S E C T I O N 9 0 5 - P R O P O S A L

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____
_____
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.

2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.

3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.

4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully Submitted,

DATE _____

_____
Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

FAX _____

E-MAIL _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

President	Address
Secretary	Address
Treasurer	Address

The following is my (our) itemized proposal.

Reconstructing the Truck Scale Facilities on US Highway 45 North and South bound sides, near Corinth, known as Federal Aid Project No. NH-0002-08(011) / 104124301, in the County of Alcorn, State of Mississippi.

I (We) agree to complete the entire project within the specified contract time.

***** SPECIAL NOTICE TO BIDDERS *****
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.
BIDS WILL NOT BE CONSEDERED UNLESS THE BID CERTIFICATION LOCATED AT THE END OF THE BID SHEETS IS SIGNED

*****BID SCHEDULE*****

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Item Amount	
						Dollar	Ct	Dollar	Ct
Roadway Items Items									
0010	201-A001		1	Lump Sum	Clearing and Grubbing	XXXXXXXX	XXX		
0020	202-A001		1	Lump Sum	Removal of Obstructions	XXXXXXXX	XXX		
0030	202-B120		2,770	Square Yard	Removal of Concrete Pavement, Conventional Reinforcement, All Depths				
0040	203-A002	(E)	4,250	Cubic Yard	Unclassified Excavation, LVM				
0050	203-EX018	(E)	5,300	Cubic Yard	Borrow Excavation, AH, LVM, Class B9				
0060	212-B001		100	Square Yard	Standard Ground Preparation				
0070	216-B001		600	Square Yard	Solid Sodding, Centipede				
0080	219-A001		5	Thousand Gallon	Watering	20.	00	100.	00
0090	234-A001		800	Linear Feet	Temporary Silt Fence				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0100	235-A001		50	Bale	Temporary Erosion Checks				
0110	501-E001		630	Linear Feet	Expansion Joints, Without Dowels				
0120	508-A001		11,636	Linear Feet	Silicone Sealed Joints				
0130	604-A001		260	Pounds	Castings				
0140	604-B001		320	Pounds	Gratings				
0150	605-AA004	(S)	250	Square Yard	Geotextile for Subsurface Drainage, Type V				
0160	605-P003	(S)	125	Linear Feet	6" Non-perforated Sewer Pipe for Underdrains, SDR 23.5				
0170	605-Q002	(S)	350	Linear Feet	6" Perforated Corrugated Polyethylene Drainage Tubing for Underdrains				
0180	605-X001	(GY)	40	Cubic Yard	Filter Material for Filter Beds, Type A				
0190	605-X003	(GY)	40	Cubic Yard	Filter Material for Filter Beds, Type B				
0200	605-Z005		2	Each	Underdrain Appurtenances, Concrete Apron, Precast or Cast-In-Place				
0210	608-B001	(S)	430	Square Yard	Concrete Sidewalk, With Reinforcement				
0220	609-B001	(S)	405	Linear Feet	Concrete Curb, Header				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0230	609-C002	(S)	465	Linear Feet	Concrete Curb, Integral, Type 2				
0240	618-A001		1	Lump Sum	Maintenance of Traffic	XXXXXXXX	XXX		
0250	620-A001		1	Lump Sum	Mobilization	XXXXXXXX	XXX		
0260	626-B001		800	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous White				
0270	626-E001		1,600	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous Yellow				
0280	626-G001		2,000	Linear Feet	Thermoplastic Detail Stripe, White				
0290	626-H001		414	Square Feet	Thermoplastic Legend, White				
0300	630-A001		80	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness				
0310	630-C004		110	Linear Feet	Steel U-Section Posts, 3.0 to 3.5 lb/ft				
0320	668-A016		4,000	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 1"				
0330	682-A015		980	Linear Feet	Underground Branch Circuit, AWG 2, 3 Conductor				
0340	682-A025		6,780	Linear Feet	Underground Branch Circuit, AWG 4, 3 Conductor				
0350	682-A036		70	Linear Feet	Underground Branch Circuit, AWG 8, 3 Conductor				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0360	682-B025		740	Linear Feet	Underground Branch Circuit, Jacked or Bored, AWG 4, 3 Conductor				
0370	682-B036		220	Linear Feet	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor				
0380	682-D001		13	Each	Underground Pull Box				
0390	683-A009		4	Each	Lighting Assembly, High Mast, Type 100-4-S				
0400	683-A111		4	Each	Lighting Assembly, High Mast, Type 100-2-S				
0410	683-B051		15	Each	Lighting Assembly, Low Mast, Type 40-1-10-400				
0420	684-A003		18	Cubic Yard	Pole Foundation, 24" Diameter				
0430	684-A004		52	Cubic Yard	Pole Foundation, 36" Diameter				
0440	684-B003		10	Linear Feet	Slip Casing, 24" Diameter				
0450	684-B004		24	Linear Feet	Slip Casing, 36" Diameter				
0460	699-A001		1	Lump Sum	Roadway Construction Stakes	XXXXXXXX	XXX		
0470	907-213-A001		1	Ton	Agricultural Limestone				
0480	907-242-A009		2	Each	Truck Scales Administration Building				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0490	907-242-B005		2	Each	Three Platform Static Scale				
0500	907-242-PP002		2	Each	Water and Sewer Improvements, Per Plans				
0510	907-259-C001		4	Each	Lighting Assembly, Flag Pole Lighting				
0520	907-290-A001		2	Each	Flagpole				
0530	907-304-H001	(GY)	400	Cubic Yard	Size 825 Crushed Stone Base, LVM				
0540	907-501-A001	(C)	1,160	Square Yard	8" Reinforced Cement Concrete Pavement, Broom Finish				
0550	907-626-G001		215	Linear Feet	Thermoplastic Detail Stripe, Blue-ADA				
0560	907-626-H002		2	Each	Thermoplastic Legend, Blue-ADA Handicap Symbol				
0570	907-630-PP006		2	Each	Traffic Sign, Open/Close				

*** BID CERTIFICATION ***

TOTAL BID.....$_____

*** DBE/WBE SECTION ***

Complete item nos. 1, 2, and/or 3 as appropriate. See Notice to Bidders addressing Disadvantaged Business Enterprises in Highway Construction.

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).

2. Classification of Bidder: Small Business (DBE)_____ Small Business (WBE)_____

3. A joint venture with a Small Business (DBE/WBE): _____

*** SIGNATURE STATEMENT ***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

_____

BIDDER'S SIGNATURE

_____

BIDDER'S COMPANY

_____

BIDDER'S ID NUMBER

CONDITIONS FOR COMBINATION BID

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

* *

COMBINATION BID PROPOSAL

I. This proposal is tendered as one part of a Combination Bid Proposal utilizing option ___* of Subsection 102.11 on the following contracts:

* Option to be shown as either (a), (b), or (c).

	Project No.	County		Project No.	County
1.	____________	____________	6.	____________	____________
2.	____________	____________	7.	____________	____________
3.	____________	____________	8.	____________	____________
4.	____________	____________	9.	____________	____________
5.	____________	____________	10.	____________	____________

A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.

B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1. _____	_____ _____	_____ _____	_____ _____	_____ _____	
2. _____	_____ _____	_____ _____	_____ _____	_____ _____	
3. _____	_____ _____	_____ _____	_____ _____	_____ _____	
4. _____	_____ _____	_____ _____	_____ _____	_____ _____	
5. _____	_____ _____	_____ _____	_____ _____	_____ _____	
6. _____	_____ _____	_____ _____	_____ _____	_____ _____	
7. _____	_____ _____	_____ _____	_____ _____	_____ _____	
8. _____	_____ _____	_____ _____	_____ _____	_____ _____	

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9. _____	_____ _____	_____ _____	_____ _____	_____ _____	
10. _____	_____ _____	_____ _____	_____ _____	_____ _____	

C. If option (c) has been selected, then initial and complete one of the following, go to II. and sign Combination Bid Proposal.

_____ I (We) desire to be awarded work not to exceed a total monetary value of $ _____.

_____ I (We) desire to be awarded work not to exceed _____ number of contracts.

II. It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We), the undersigned, agree to complete each contract on or before its specified completion date.

SIGNED _____

_____

_____

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports

The Bidder ____, proposed Subcontractor ____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ____, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(COMPANY)

BY _____

_____
(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **NH-0002-08(011) / 104124301**,

in **Alcorn** County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ _____

Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **NH-0002-08(011) / 104124301**,

in **Alcorn** County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

e) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

f) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

g) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

h) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

3) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ _____

Signature

(11/23/92F)

S E C T I O N 9 0 2

CONTRACT FOR **NH-0002-08(011) / 104124301**

LOCATED IN THE COUNTY(IES) OF **Alcorn**

STATE OF MISSISSIPPI,

COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the _____ day of _____, _____.

_____
Contractor (s)

By _____ MISSISSIPPI TRANSPORTATION COMMISSION

Title _____ By _____
Signed and sealed in the presence of: Executive Director
(names and addresses of witnesses)

_____ _____
Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the ____ day of _____, _____, Minute Book No. _____, Page No. _____.

Revised 8/06/2003

S E C T I O N 9 0 3

CONTRACT BOND FOR: **NH-0002-08(011) / 104124301**

LOCATED IN THE COUNTY(IES) OF: **Alcorn**

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we, _____

_____ Principal, a _____

residing at _____ in the State of _____

and _____

residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the State of Mississippi in the sum of _____

_____

($_____) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the _____ day of _____ A.D. _____.

The conditions of this bond are such, that whereas the said _____

_____

principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____

_____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or

employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the _____ day of _____ A.D. _____.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	_____
Title _____	_____
(Contractor's Seal)	(Name and Address of Local (Mississippi) Representative)
	(Surety Seal)

OCR-485
REV. 10/02

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI
LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: **NH-0002-08(011) / 104124301**
County: **Alcorn**

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: ______________________________
Contact Name/Title: ______________________________
Firm Mailing Address ______________________________
Phone Number: ______________________________
_____ DBE Firm _____ Non-DBE Firm

Firm Name: ______________________________
Contact Name/Title: ______________________________
Firm Mailing Address ______________________________
Phone Number: ______________________________
_____ DBE Firm _____ Non-DBE Firm

Firm Name: ______________________________
Contact Name/Title: ______________________________
Firm Mailing Address ______________________________
Phone Number: ______________________________
_____ DBE Firm _____ Non-DBE Firm

Firm Name: ______________________________
Contact Name/Title: ______________________________
Firm Mailing Address ______________________________
Phone Number: ______________________________
_____ DBE Firm _____ Non-DBE Firm

Firm Name: ______________________________
Contact Name/Title: ______________________________
Firm Mailing Address ______________________________
Phone Number: ______________________________
_____ DBE Firm _____ Non-DBE Firm

____
SUBMITTED BY (Signature)

____
FIRM NAME

Submit this form to Contract Administration as a part of your bid package. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. Please make copies of this form when needed and also add those copies to the bid package.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

HAUL PERMIT FOR BRIDGES

WITH

POSTED WEIGHT LIMITS

DATE: _____

PROJECT: NH-0002-08(011) / 104124301

COUNTIES: Alcorn

LOCATION: On US Highway 45 North and South bound sides, near Corinth.

A permit is issued to _____ for transporting loads exceeding the posted limit for any such bridge located on State designated routes within the project termini provided that such transport vehicles comply with all other governing statutory weight limits.

This permit is valid on all State designated routes from the point of origin to the point of delivery for materials and equipment utilized in construction of said project and also valid for sub-contractors and vendors upon written permission of the Contractor. The permit is non-transferable and no other haul permit for posted bridges will be issued to other individuals, vendors, or companies for construction of this project.

A copy of this signed permit shall be carried in all vehicles operating under the authority of this permit and also a copy of the Contractor's written permission when the vehicle is other than Contractor owned.

In accordance with State law, the above named Contractor will be liable for damages directly attributable to vehicles operating under this permit.

_____

EXECUTIVE DIRECTOR