

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.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. 1 DATED 9/12/2008 ADDENDUM NO. DATED
 ADDENDUM NO. 2 DATED 9/17/2008 ADDENDUM NO. DATED

Number	Description
1	Revised Section 00010 (Table of Content) with same; Add Section 00900 (Addendum); Amendment EBS Download Required.
2	Replace Section 00900 dated September 11, 2008 with attached Section 00900; Add Sections 01110, 01290, 01295, 01298, 01310, 01315, 01320, 01330, 01355, 01425, 01455, 01500, 01610, 01630, 01735, 01740, 01770, and 01785; Amendment EBS Download Required

TOTAL ADDENDA: 2
 (Must agree with total addenda issued prior to opening of bids)

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**ADDENDUM No. 2
SECTION 00900**

DATE: SEPTEMBER 17, 2008

**PROJECT: RENOVATIONS TO WELCOME CENTER ON I-59
(NORTHBOUND)
PEARL RIVER COUNTY, MISSISSIPPI**

PROJECT NUMBER: BWO-6197-55(002) 501116

PART 1 - GENERAL

1.01 DESCRIPTION: Bidders are hereby advised that the following changes are to be made to this Contract. Bidders shall acknowledge receipt of this addendum.

1.02 SPECIFICATIONS

A. Add Sections 01110, 01290, 01295, 01298, 01310, 01315, 01320, 01330, 01355, 01425, 01455, 01500, 01610, 01630, 01735, 01740, 01770, and 01785.

B. Haul Permit Form. Delete this form in the back of the proposal in its entirety.

PART 2 – PRODUCTS
(Not Used)

PART 3 – EXECUTION
(Not Used)

END OF SECTION

SECTION 01110

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work covered by the Contract Documents shall be provided by one (1) General Contractor as one (1) Contract to improve the Mississippi Department of Transportation site for Renovations to Welcome Center Building, Repair and Paint three (3) Picnic Pavilions, Remove Existing Roof and Add Metal Roof to Storage Building, and Construction of Guard House on I-59, Pearl River County, Mississippi.
- 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 6 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 6 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. Submit original to Contract Administration Division and one copy to the Project Engineer and to the MDOT Architect CAD-720 form - REQUEST FOR PERMISSION TO SUBCONTRACT for each subcontractor before they are allowed to perform any Work.
 10. 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 CSI/CSC's "MasterFormat" 1995 Edition numbering system.
 - 1. Division 1: Sections in Division 01 govern the execution of the Work of all Sections 2 through 16 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.

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.

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 as an extension on continuation sheet, listing Change Order 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 BASIS OF PAYMENT

A. This Work will be paid for by Contract Sum for the construction in District Six. The Work includes Renovation of Welcome Center on I-59 Northbound, Pearl River 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:
MDOT Project No. BWO-6197-55(002) 501116
Renovation of Welcome Center
on I-59 Northbound, Pearl River County | lump sum |
|----|--|----------|

TOTAL PROJECT 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 6 copies of the Schedule of Values to the Project Engineer at least 10 days prior to submitting first Application for Payment. This Schedule will be reviewed and forwarded to the MDOT Architect. The MDOT Architect will review and forward to his Consultants and to Contract Administration. 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.
- 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 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

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 its 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 and the MDOT Architect.
 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 Director with copies to the Construction Engineer, Office Engineer, District Engineer, Project Engineer and MDOT Architect. 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 diary to the Project Engineer and the MDOT Architect 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.
 - 7. Permits: Assist in obtaining building and special permits required for construction.
- B. Interpretations of Contract Documents
 - 1. Consultation: Consult with Project Engineer / MDOT Architect 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 for transmittal to the MDOT Architect
 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 (Not Used)

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 within 10 days after Notice to Proceed.
- B. Location: A central site, convenient for all parties, designated by the Contractor and approved by the Project Engineer and the MDOT Architect.
- C. Attendance: Attending shall be the Project Engineer and MDOT representatives associated with the Project, the MDOT Architect (if requested by the District), his Consultants, 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: Contractor's Field 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 (if requested by the District) and his Consultants, 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 / MDOT Architect within 15 days after date of Notice to Proceed.
 - 2. Submit to the Project Engineer / MDOT Architect, periodically updated schedules accurately depicting progress to first day of each month.
 - 3. Submit 2 copies, one to be retained by the Project Engineer and the other forwarded to the MDOT Architect.
- 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 illustrates 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. 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: 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 MDOT 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 7 copies of shop drawings and product data with additional number of copies, if required, by Contractor for distribution.
 3. PARTIAL SUBMITTALS ARE NOT ACCEPTABLE, will be considered non-responsive, and will be returned without review.
 4. Submit number of samples specified in each Specification Section.
 5. 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.
 6. Each copy of submittal shall include a cover page with the following requirements:
 - 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 and COMPLETE dimensions.
 - 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, all 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 retain one copy and 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;
 4. Other conditions became apparent which indicates acceptance of such substitute item to be in the best interest of the Owner.

PART 2 - PRODUCTS & PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01355

RENOVATION PROJECT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDE

- A. Project coordination and assignment of the work of all Parties and the scheduling of all elements of alterations and renovation work by procedures and methods to expedite completion of the Work for each Part.
- B. The Work to be assigned, coordinated and scheduled includes, but is not limited to, the following:
 - 1. The work of each Division and Section of the Specifications as shown on the Drawings and in the Specifications.
 - 2. The procedures and activities required under the provisions of this Section.

1.02 PROJECT COORDINATION

- A. Definition: Project Coordination is the process utilized to guide all participants in the Project's construction and includes assigning, scheduling, expediting, reviewing, and modifying, as appropriate, the activities required to produce the total Work to the designated quality and within the assigned time.
- B. Responsibility: Except otherwise provided by the Contract Documents, all Project Coordination shall be the entire responsibility of the Contractor. The Contractor shall set forth procedures and conditions for coordination of the Work and shall personally be responsible for the implementation of the required coordination which shall include the following:
 - 1. Communications: Establish lines of authority and communication at the Job Site.
 - 2. General Coordination: Closely coordinate all work of Project participants to effect quality construction and steady progress in all phases and aspects of the Work with a minimum of delays and interference.
 - 3. Special Coordination: Give additional careful attention to the work of the following:
 - a. Mechanical / Electrical Subcontractors and be responsible for the following:
 - 1) Establishment of locations, clearances and precedence for all piping, conduit and ductwork (underground and above ceilings).
 - 2) Submittal of Schematic Drawings giving location and clearance information for Architect / Engineer review.
 - 4. Supervision: Supervise the activities of every phase of the Work of the Project. Make frequent inspections of the Work to determine progress and quality; proceed immediately to remedy problems and to effect changes needed in the construction process and personnel.
 - 5. Interpretations of Contract Documents:
 - a. Consultation: Consult with MDOT Architect to obtain interpretations.
 - b. Assistance: Assist in resolution of any questions.
 - c. Stop all work not in accordance with the requirements of the Contract Documents.

6. Division One: Coordinate requirements of Division One and specifically as follows:
 - a. Testing: Coordinate all required testing. Refer to Section 01455.
 - b. Temporary Facilities and Controls: Allocate, maintain and monitor all temporary facilities. Refer to Section 01500.
 - c. Cutting and Patching: Supervise and control all cutting and patching. Refer to Section 01735.
 - d. Cleaning: Direct and execute a continuing cleaning program throughout the construction, requiring each trade to dispose of their own debris, except as otherwise provided in the Contract Documents. Refer to Section 01740.
 - e. Project Record Documents: Maintain up-to-date project record documents. Refer to Section 01785.
7. Enforce all safety requirements.
8. Maintain quality control of all work.

1.03 QUALITY CONTROL

- A. Assign all elements of the work to trades qualified to perform each type of work.
- B. Patch, repair and refinish existing work using skilled mechanics who are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that specified for new work.

1.04 PROJECT MEETINGS

- A. When required by Project Engineer / MDOT Architect or by individual Specification Sections, convene meetings to coordinate the Work and / or to review conditions at the Site and to outline procedures by which the Work will be performed. Refer to Sections 01310 and 01315.
- B. Require attendance by all affected Parties.

1.05 CONSTRUCTION ACCESS: Access to construction area for construction materials and exit way for demolition debris shall be as directed by the Project Engineer.

1.06 PROTECTION OF WORK

- A. Protect from damage, existing finishes, equipment, adjacent work scheduled to remain, and all new work.
 1. Protect existing and new work from temperature extremes. Maintain interior work above 60 degrees F.
 2. Provide heat and humidity control as needed to prevent damage to existing work and new work.
 3. Provide dust partitions as needed to prevent damage to existing work and new work.

1.07 CUTTING AND PATCHING

- A. Scope: Provide the necessary cutting, fitting and patching required to complete all elements of the Work including, but not limited to, the following procedures:
 1. To integrate with other work, to fit properly together.

2. To uncover work to provide for installation of ill-timed work.
 3. To remove and replace defective and / or non-conforming work.
 4. To remove installed material for testing.
 5. To provide openings for penetration of mechanical and electrical work.
- B. Preparation: Prior to commencing cutting and patching, examine existing conditions (including structure and elements subject to movement) and advise Project Engineer in writing of any condition that could be adversely affected by cutting and patching.
1. Submit written request in advance of cutting or alteration that affects:
 - a. Structural integrity of any element of the Project.
 - b. Integrity of weather-exposed or moisture-resistant element.
 - c. Efficiency, maintenance, or safety of any operational element.
 - d. Visual qualities of sight exposed elements.
 - e. Work of User or separate contractor.
 2. Include in the request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work, and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of User or separate contractor.
 - g. Written permission of affected separate contractor.
 - h. Date and time work will be executed.
- C. Procedures: Perform cutting and patching as required in Part 3 Execution of this Section.
1. Proceed only when permitted and after temporary supports and other devices are in place to ensure structural integrity and to protect other portions of the Project from damage.
 2. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
 3. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval from the Project Engineer.
 4. Restore work with new products in accordance with requirements of the Contract Documents.
 5. Fit work air tight to pipes, sleeves, ducts, conduits and other penetrations through surfaces.
 6. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
 7. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- 1.08 WORK RESTRICTIONS
- A. Project participants shall not perform any work on any Sunday or any Legal Holidays (as defined in Section 3-3-7, Mississippi Code of 1972, Annotated) except as required by emergency conditions and approved by the Project Engineer.
 - B. "No Smoking" shall be observed in the work areas.

PART 2 - PRODUCTS

2.01 SALVAGED MATERIALS

- A. Coordinate with Project Engineer in identifying salvageable materials. The Owner has first right of refusal for all items.
- B. Contractor shall take proper care in removing and placement where directed in designated area on Site.
- C. Salvage sufficient quantities of cut or removed material to replace damaged work of existing construction, when material is not readily obtainable on current market.
 - 1. Items not required for use in repair of existing work to remain shall be discarded if of no value to the Owner.
 - 2. Do not incorporate salvaged or used material in new construction unless approved in writing by the Project Engineer.

2.02 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

- A. Provide products or types of construction same as in existing structure, as needed to patch, extend or match existing work to make work complete and consistent to standards of quality of connected and / or similar adjacent construction. Except otherwise indicated all products shall be new.
- B. Where Contract Documents do not define products or standards of workmanship in existing construction, Contractor shall determine products by inspection and any necessary testing, and upgrade by use of the existing as a sample of comparison.

PART 3 - EXECUTION

3.01 EXAMINATION: Verify that demolition is complete and areas are ready for beginning of repairing, refinishing and new construction.

3.02 PREPARATION: Cut, move, or remove existing construction as necessary for access to alterations and renovations work; repair, replace, and restore where existing affected construction is to remain a part of final completed work.

3.03 ADJUSTMENTS

- A. Where partitions are removed, patch floors, walls, and ceilings for installation of new materials.
- B. Where removal of partition(s) results in adjacent spaces becoming one space, rework floor surfaces and ceilings to provide smooth planes without breaks, steps, or bulkheads.
- C. Where extreme change of plane occurs, request instructions from MDOT Architect as to method of making transition.
- D. Where new work adversely affects existing conditions beyond work limits defined, new work shall extend to facilitate proper joining and finishing of work.

3.04 DAMAGED SURFACES

- A. Patch and replace any portion of an existing finished surface which as a result of this construction, is found to be damaged, lifted, discolored, or shows other imperfections, with matching material.
 - 1. Provide adequate support of substrate prior to matching the finish.
 - 2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
- B. Patch and replace any portion of an existing surface to be refinished as a finished surface that is found to be damaged, lifted, discolored or show imperfections that renders surface or substrate unsuitable for application of new finish material.
 - 1. Refinish patched portion to match existing adjacent surface in order to produce a uniform color and texture.
- C. Where new or existing wall is patched or damaged, the wall surface shall be patched and refinished from base to ceiling and end to end, or nearest natural break, and shall match new work in quality.

3.05 TRANSITION FROM EXISTING TO NEW WORK

- A. When new work abuts or finishes flush with existing work, make a smooth and workmanlike transition. Patched work shall match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut in such a way that a smooth transition with new work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division.

3.06 CLEANING – PERIODIC AND FINAL

- A. General Requirements:
 - 1. Maintain the Project Space, including areas used for passage of Project personnel and materials, in a neat, clean and orderly condition at all times.
 - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for the Work.
 - 3. Provide adequate storage for all items awaiting removal from Site, observing all requirements for fire prevention and protection of the environment.
- B. Periodic Cleaning, as follows:
 - 1. Daily and more often if necessary, inspect the Project Space and pick up all scrap, debris, and waste material; remove to designated storage.
 - 2. At completion of work of each trade, clean area and make surfaces ready for work of successive trades.
 - 3. One each week, more often if necessary, remove all stored waste material and legally dispose of off the Site.
- C. Final Cleaning: Under provision of Section 01740.

END OF SECTION

SECTION 01425

REFERENCE DOCUMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Identification and purpose of Reference Standards.
- B. Administrative procedures and responsibility for the use of Reference Standards.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Reviewed": The term "Reviewed", when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The terms "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 1. Using a term such as "carpentry" does not imply that accredited or unionized individuals of a corresponding generic name, such as "carpenter", must perform certain construction activities. It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name

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

1.03 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 Standards" 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.

1.04 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 Standards. 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 Architect'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 - 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.
- B. Prepare reports of inspections and tests including:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing laboratory, name and address.
 - 4. Name and signature of inspector.
 - 5. Date of inspection or sampling.
 - 6. Record of temperature and weather.
 - 7. Date of test.
 - 8. Identification of product and Specification Section.
 - 9. Location of Project.
 - 10. Type of inspection or test.
 - 11. Observations regarding compliance with Contract Documents requirements.
- C. Distribute copies of reports of inspections and tests to Project Engineer and one copy to the MDOT Architect.

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. Provide facilities for laboratory's exclusive use for storage and curing of test samples.
- D. 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 facilities 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 shall be responsible for construction of the field office. The Contractor shall provide, maintain, and remove when directed, suitable substantial and watertight temporary field office and storage shed(s), in locations on the site as directed by the Project Engineer, or his authorized representative and best suited for their respective uses, as follows:
- A. Field Office (one required): For the use of the Contractor, the Project Engineer and his representative(s), and the MDOT Architect and his representative(s), and Consultants. Provide in office suitable furniture for plan layout, progress meetings, and storage. Storage files and racks will maintain 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. Also, provide lights, heat, air-conditioning, fax machine and telephone. Maintain each office in a sanitary and usable condition. Provide platform, steps and handrails at entrance as required. Contractor shall provide the Project Engineer and MDOT Architect 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 TEMPORARY TOILET FACILITIES: The Contractor shall be responsible for providing portable structure for the exclusive use as temporary toilet facilities for the Public. Suitable, substantial, and watertight temporary structure shall be provided in location on the site as directed by the Project Engineer, or his authorized representative, maintained, and removed from the site at Project completion.
- 1.04 TEMPORARY OFFICE FACILITIES FOR TOURISM STAFF: The Contractor shall be responsible for providing portable structure for the exclusive use as temporary office facilities for tourism staff. Suitable, substantial, and watertight temporary structure shall be provided in location on the site as directed by the Project Engineer, or his authorized representative, maintained, and removed from the site at Project completion.
- 1.05 TEMPORARY STROAGE FACILITIES FOR TOURISM STAFF: The Contractor shall be responsible for providing portable structure for the exclusive use as temporary storage facilities for tourism staff. Suitable, substantial, and watertight temporary structure shall be provided in location on the site as directed by the Project Engineer, or his authorized representative, maintained, and removed from the site at Project completion.

- 1.06 FURNISHING AND MAINTENANCE OF EQUIPMENT: Furnish and maintain all equipment such as temporary 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.
- 1.07 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.
- 1.08 WATER: Supply water service. The operating costs shall be borne by the Owner.
- 1.09 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.
- 1.10 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.
- 1.11 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.
 - 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.
- 1.12 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.

- 1.13 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 Architect.
- 1.14 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.
- 1.15 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

- 2.01 TEMPORARY TOILET FACILITIES: Furnish Unit #173345 as manufactured by GE Capital Modular Space or approved equal. Submittals are required for MDOT Architect's approval prior to delivery.
 - A. Dimensions: All dimensions are minimum outside dimensions. 12 ft. wide x 32 ft. long x 7 ft. headroom.
 - B. Toilet Facilities: Provide satisfactory indoor enclosed toilet facilities with one ADA toilet stall for each sex, including all toilet accessories meeting all applicable codes. Temporary toilet facilities floor plan and outline specifications shall be submitted for the MDOT Architect's approval prior to delivery to site.
 - C. Doors: The building shall have a minimum of two standard height solid 3' wide entrance doors (one for women and one for men) complete with locks and at least two keys. Provide a 5 ft. x 5 ft. wood landing, wood ramp, and painted galvanized metal handrails meeting ADA requirements at each entrance door or common to both doors.
 - D. Floors and walls: Standard sub-floor and wood stud construction will be accepted with nonporous finish.
 - E. Ceilings: Standard ceiling construction will be accepted.
 - F. Roof: The roof shall be watertight and shall slope away from entrance door if practicable. An arched roof without eaves will be accepted.
 - G. Insulation: At least 1 1/4-inch thickness of rock wool, fiber glass or other non-flammable insulating material shall be placed in walls and ceiling.
 - H. Utilities: All utilities, including water, sewage, electricity shall be connected to existing service source ready for use prior to occupancy. Lighting shall provide a minimum of 70-foot candles of light. Heating and cooling shall be thermostatically controlled.
 - I. HVAC: The electric heating and air conditioning shall maintain an inside temperature of 72 degrees plus or minus 4 degrees.
 - J. Ownership and Use: The temporary toilets shall be furnished and kept in good working order by the Contractor during the entire time the existing Welcome Center is being renovated. All appurtenances shall be furnished, located and made ready for use by the Public and Tourism Staff as a **first item of Work**. Work shall not proceed on the demolition of the Welcome Center until the temporary facilities are set up and in good working order.

- 2.02 TEMPORARY OFFICE FACILITIES FOR TOURISM STAFF: Furnish Unit #GSD-1248 as manufactured by GE Capital Modular Space or approved equal. Submittals are required for MDOT Architect's approval prior to delivery.
- A. Dimensions: All dimensions are minimum outside dimensions. 12 ft. wide x 44 ft. long x 7 ft. headroom.
 - B. Interior Spaces: Provide Reception Area to include 72 inches long x 36 inches deep x 42 inches high reception counter. Provide minimum of one separate 12 ft. x 12 ft. office, one half-bath including all toilet accessories meeting all ADA requirements and applicable codes, one coffee bar with sink and one closet. Temporary facilities floor plan and outline specifications shall be submitted for approval prior to delivery to site.
 - C. Doors: The building shall have a minimum of two standard height solid 3 ft. wide entrance doors complete with locks and at least two keys. Provide a 5 ft. x 5 ft. wood landing, wood ramp, and painted galvanized metal handrails meeting ADA requirements at entrance to Reception Area door and steps with 5 ft. x 5 ft. wood landing to the Office door.
 - D. Floors and walls: Standard sub-floor and wood stud construction will be accepted with vinyl tile floor finish and finished walls.
 - E. Ceilings: Standard ceiling construction will be accepted.
 - F. Roof: The roof shall be watertight and shall slope away from entrance door if practicable. An arched roof without eaves will be accepted.
 - G. Insulation: At least 1 1/4-inch thickness of rock wool, fiber glass or other non-flammable insulating material shall be placed in walls and ceiling.
 - H. Utilities: Electricity shall be connected to existing service source ready for use prior to occupancy. Lighting shall provide a minimum of 70-foot candles of light on all working surfaces. Provide a minimum of three electrical convenience outlets and one combination phone / computer outlet in Reception Area and Office and two additional electrical outlets in Reception Area. Heating and cooling shall be thermostatically controlled.
 - I. HVAC: The electric heating and air conditioning shall maintain an inside temperature of 72 degrees plus or minus 4 degrees.
 - J. Ownership and Use: The temporary office building shall be furnished and kept in good working order by the Contractor during the entire time the existing Welcome Center is being renovated. All appurtenances shall be furnished, located and made ready for use by the Public and Tourism Staff as a **first item of Work**. Work shall not proceed on the demolition of the Welcome Center until the temporary facilities are set up and in good working order.
- 2.03 TEMPORARY STORAGE FACILITIES FOR TOURISM STAFF: Furnish Unit as manufactured by GE Capital Modular Space or approved equal. Submittals are required for MDOT Architect's approval prior to delivery.
- A. Dimensions: All dimensions are minimum outside dimensions. 12 ft. wide x 24 ft. long x 7 ft. headroom.
 - B. Interior Spaces: Provide minimum of two separate 12 ft. x 12 ft. rooms, meeting all ADA requirements and applicable codes. Temporary facilities floor plan and outline specifications shall be submitted for approval prior to delivery to site.

- C. Doors: The building shall have a minimum of two standard height solid 3 ft. wide entrance doors complete with locks and at least two keys. Provide steps with 5 ft. x 5 ft. wood landing, and painted galvanized metal handrails meeting ADA requirements at doors.
- D. Floors and walls: Standard sub-floor and wood stud construction will be accepted with finished walls.
- E. Ceilings: Standard ceiling construction will be accepted.
- F. Roof: The roof shall be watertight and shall slope away from entrance door if practicable. An arched roof without eaves will be accepted.
- G. Insulation: At least 1 1/4-inch thickness of rock wool, fiber glass or other non-flammable insulating material shall be placed in walls and ceiling.
- H. Utilities: Electricity shall be connected to existing service source ready for use prior to occupancy. Lighting shall be provided. Provide a minimum of two electrical convenience outlets. Heating and cooling shall be thermostatically controlled.
- I. HVAC: The electric heating and air conditioning shall maintain an inside temperature of 72 degrees plus or minus 4 degrees.
- J. Ownership and Use: The temporary storage building shall be furnished and kept in good working order by the Contractor during the entire time the existing Welcome Center is being renovated. All appurtenances shall be furnished, located and made ready for use by the Tourism Staff as a **first item of Work**. Work shall not proceed on the demolition of the Welcome Center until the temporary facilities are set up and in good working order.

PART 3 - EXECUTION

- 3.01 TEMPORARY FACILITIES LOCATIONS: Locate temporary toilet and office facilities in locations as shown on Drawings or as directed by Project Engineer. Install facilities as per manufacturer's recommendations. Connect all temporary utilities according to codes and to not be a hazard to the public.
- 3.02 TEMPORARY FACILITIES: The temporary buildings shall be removed from the site after written approval of the Project Engineer when the renovated Welcome Center can be used by the Public.

END OF SECTION

SECTION 01 61 15

BASIC PRODUCT REQUIREMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. 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. Products selected by Architect / Engineer.
 2. Architect's / Engineer's 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 MDOT Architect'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 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 MDOT Architect'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 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 MDOT Architect 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. Substitutions 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 MDOT Architect 4 copies of complete list of all proposed product substitutions. Substitutions WILL NOT be considered if received after this time.
- 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. See attached Substitution Request Form.

1.04 SUBSTITUTIONS

A. The MDOT Architect 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 MDOT Architect's judgment, the product or material is not equal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PRODUCT SUBSTITUTION REQUEST FORM (AS FOLLOWS)

SUBSTITUTION REQUEST FORM

PROJECT: _____ PROJECT NO. _____

OWNER: _____

CONTRACTOR: _____

ARCHITECT: _____

CONTRACTOR'S REQUEST, WITH SUPPORTING DATA

1. Section of the Specifications to which this request applies:

Product data for specified item and proposed substitution is attached (description of product, reference standards, performance and test data).

Sample is attached

Sample will be sent if requested by Authority having Jurisdiction.

2. Itemized comparison of proposed substitution with product specified.

ORIGINAL PRODUCT

SUBSTITUTION

Name, brand _____

Catalog No. _____

Manufacturer _____

Significant variations: _____

3. Proposed change in Contract Sum:

Credit to Owner: \$ _____

Additional Cost to Owner: \$ _____

4. Effect of the proposed substitution on the Work:

Contract Time: _____

Other Contracts, if any: _____

CONTRACTORS STATEMENT OF CONFORMANCE OF PROPOSED
SUBSTITUTION TO CONTRACT REQUIREMENTS

I / We have investigated the proposed substitution. I / We

1. Believe that it is equal or superior in all respects to originally specified product, except as stated in 2. above;
2. Will provide same warranty as required in Contract Documents;
3. Have included all cost data and cost implications of proposed substitution; including, if required, costs to other contractors, and redesign and special inspection costs caused by use of proposed substitution;
4. Will coordinate incorporation of proposed substitution in the Work;
5. Will modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning;
6. Have verified that use of this substitution conforms to all applicable codes.
7. Waive future claims for added cost to Owner caused by proposed substitution.

CONTRACTOR _____ DATE: _____
Signature

ARCHITECT'S REVIEW AND ACTION

- ___ Accepted
- ___ Not Accepted
- ___ Provide more information in the following categories and resubmit _____
- ___ Sign Contractor's Statement of Conformance and resubmit
- ___ Proposed substitution is accepted, with the following conditions:

Change Order will make the following changes:

(Add to) (Deduct from) Contract Sum: \$ _____

(Add to) (Deduct from) Contract Time: _____ days

ARCHITECT: _____ DATE _____

OWNER: _____ DATE _____

___ Accepted ___ Not accepted

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.
 - 5. Install specified work in existing construction.
- C. In addition to Contract requirements, upon MDOT Architect's written instructions:
 - 1. Uncover work for observation of covered work.
 - 2. Remove samples of installed materials for testing.
 - 3. Remove work to provide alteration of existing work.
- 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 Owner'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

- A. 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 and Architect's Inspection: The Contractor shall make written request for a Final Inspection to the Project Engineer and MDOT Architect. 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 Sections in Division 15 and 6 copies of a list prepared by the Contractor of deficiencies, which will be edited by the Project Engineer, MDOT Architect and Consultants. 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 and MDOT Architect's judgment, the Project is not ready for an Inspection, the Project Engineer may schedule another inspection.
- B. Owner's Inspection: After the Project Engineer and MDOT Architect have 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 Architect's 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

- A. The Mississippi Department of Transportation does not recognize the term "Substantial Completion". The Project Engineer shall determine when the building is complete to the point it can be used for its intended purpose and occupied. This date shall be the Date of Completion.
- B. All Warranties and Extended Warranties shall use this Date of Completion as the starting date of Warranty Period.

- C. Final Payment shall not be made until items covered in Closeout Procedures are satisfied. This date shall be the Date of Final Acceptance.

1.04 CLOSEOUT DOCUMENTS

- A. Unless otherwise notified, the Contractor shall submit to the Owner through the Project Engineer to the MDOT Architect 2 copies the following before final payment is made:
 - 1. Request for Final Payment: AIA Document G702, current edition, completed in full or a computer generated form having similar data.
 - 2. Contractor's Affidavit of Payment of Debts and Claims: AIA Document G706, current edition, completed in full.
 - 3. 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.
 - 4. Consent of Surety Company to Final Payment: AIA Document G707, current edition, completed in full by the Bonding Company.
 - 5. Power of Attorney: Closeout Documents should be accompanied by an appropriate Power of Attorney.
 - 6. 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 Completion, except where specified for longer periods.
 - a. 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".
 - b. All guarantees and warranties shall be obtained in the Owner's name.
 - c. 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.
 - d. 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.
 - e. 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.

7. Project Record Documents: Furnish all other record documents as set forth in Section 01785 - Project Record Documents.
 - a. 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
8. Additional Documents Specified Within the Project Manual:
 - a. 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.
 - b. 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 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.

1.02 MAINTENANCE OF DOCUMENTS

- A. 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.
- B. Store Record Documents apart from Documents used for construction.
- C. Maintain Record Documents in clean, dry, and legible condition. Do not use Record Documents for construction purposes.
- D. Make Record Documents available at all times for inspection by the Project Engineer, MDOT Architect and Owner.

1.03 RECORDING

- A. 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.
- B. Contract Drawings: Legibly mark to record actual construction:
 - 1. Horizontal and vertical location of underground and overhead utilities with their connections referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 3. Field changes that involve dimension and detail.
 - 4. Changes made by Supplemental Agreement (Change Order) or Field Order.
- C. Project Manual (Proposal) and Addenda: Legibly mark up each Section to record manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- D. Shop Drawings: Maintain as Record Documents; legibly mark Drawings to record changes made after review.

1.04 SUBMITTALS

- A. Furnish two (2) copies of all Record Documents.
- B. 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.
- C. The name and address of each subcontractor and material supplier shall be listed in front of each binder along with the Project Manual (Proposal).
- D. 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