

MDOT Use Only

Checked _____

Loaded _____

Keyed _____

8 -



SM No. CBWO5137610021

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

8

Work necessary to Repair the Hail Damage to the Whitfield Offices, known as State Project Nos. BWO-5137-61(002), BWO-5051-61(002), BWO-5150-61(002), BWO-5188-61(002), & BWO-5031-61(003) / 502907301 ,302, 303, 304, & 305 in Rankin County.

Project Completion: 04/29/2016

(STATE DELEGATED)

NOTICE

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

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

SECTION 900

OF THE CURRENT 2004 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION JACKSON, MISSISSIPPI

**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices have been entered into Expedite Bid in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ Expedite bid sheets have been stapled and inserted into the proposal package.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when the percentage in the contract is 1% or greater, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
- | _____ Form OCR-485, when required by contract, has been completed.
- _____ Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
- | _____ Equal Opportunity Clause Certification, when included in contract, has been completed.
- | _____ Subcontract Certificate, when included in contract, has been completed.
- _____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- _____ A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. A bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- | _____ ON FEDERAL FUNDED PROJECTS, the [page](#) regarding DUNS Requirements has been completed and included in the contract documents.
- _____ Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

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

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

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

SECTION 00 01 10 TABLE OF CONTENTS

PROJECT: REPLACE HAIL-DAMAGED ROOFS AT WHITFIELD,
RANKIN COUNTY, MISSISSIPPI

PROJECT NUMBER: BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

DATE: 07-27-15

DESCRIPTION A: This Work shall consist of demolition of existing roof and all construction work necessary to install standing seam metal roof at Project Office in District Five at Whitfield, Rankin County, Mississippi, Project No. BWO-5137-61(002) 502907/301000, in accordance with these Specifications and conforming to the Drawings.

DESCRIPTION B: This Work shall consist of demolition of existing roof and all construction work necessary to install standing seam metal roof at Old Project Office in District Five at Whitfield, Rankin County, Mississippi, Project No. BWO-5051-61(002) 502907/302000, in accordance with these Specifications and conforming to the Drawings.

DESCRIPTION C: This Work shall consist of demolition of existing roof and all construction work necessary to install standing seam metal roof at Storage Building in District Five at Whitfield, Rankin County, Mississippi, Project No. BWO-5150-61(002) 502907/303000, in accordance with these Specifications and conforming to the Drawings.

DESCRIPTION D: This Work shall consist of demolition of existing roof and all construction work necessary to install standing seam metal roof at Maintenance Area Headquarters Offices in District Five at Whitfield, Rankin County, Mississippi, Project No. BWO-5188-61(002) 502907/304000, in accordance with these Specifications and conforming to the Drawings.

DESCRIPTION E: This Work shall consist of demolition of existing roof and all construction work necessary to install standing seam metal roof at Maintenance Shop Building in District Five at Whitfield, Rankin County, Mississippi, Project No. BWO-5031-61(003) 502907/305000, in accordance with these Specifications and conforming to the Drawings.

It is the intention of these Specifications to provide the necessary items and instruction for a complete re-roofing including all code compliance. Omission of items or instruction necessary or considered standard good practice for the proper installation and construction of the roofs shall not relieve the Contractor of furnishing and installing such items and conforming to the building codes having jurisdiction.

SECTION NUMBER	SECTION TITLE	NO. OF PAGES
	DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS	
	INTRODUCTORY INFORMATION	
00 01 10	TABLE OF CONTENTS	3
00 01 15	LIST OF DRAWING SHEETS	1
	BIDDING REQUIREMENTS	
00 21 13	INSTRUCTION TO BIDDERS	6
00 22 13	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	1
	CONTRACTING REQUIREMENTS	
00 72 00	GENERAL CONDITIONS	1
	AIA DOCUMENT A201™ - 2007 AMENDED	43
00 91 13	ADDENDA	1
	DIVISION 01 – GENERAL REQUIREMENTS	
01 10 00	SUMMARY	4
01 25 00	SUBSTITUTION PROCEDURES	5
01 26 00	CONTRACT MODIFICATION PROCEDURES	2
01 29 00	PAYMENT PROCEDURES	4
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	3
01 32 33	PHOTOGRAPHIC DOCUMENTATION	2
01 33 00	SUBMITTAL PROCEDURES	10
01 40 00	QUALITY REQUIREMENTS	5
01 42 00	REFERENCES	5
01 50 00	TEMPORARY FACILITIES AND CONTROLS	5
01 60 00	PRODUCT REQUIREMENTS	5
01 73 00	EXECUTION	3
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3
01 77 00	CLOSEOUT PROCEDURES	5
01 78 26	MAINTENANCE DATA	3
01 78 39	PROJECT RECORD DOCUMENTS	3
	DIVISION 02 - EXISTING CONDITIONS	
02 41 26	SELECTIVE ROOF DEMOLITION	3
	DIVISIONS 03 - 06 (NOT USED)	
	DIVISION 07 - THERMAL AND MOISTURE PROTECTION	
07 61 00	SHEET METAL ROOFING	9
07 92 00	JOINT SEALANTS	6

Project Number BWO-5137-61(002) 502907/301000
 BWO-5051-61(002) 502907/302000
 BWO-5150-61(002) 502907/303000
 BWO-5188-61(002) 502907/304000
 BWO-5031-61(003) 502907/305000

	DIVISION 08 – OPENINGS (NOT USED)	
	DIVISION 09 - FINISHES	
09 05 15	COLOR DESIGN	2
	DIVISION 10 – 12 SPECIALTIES (NOT USED)	
	DIVISION 13 - SPECIAL CONSTRUCTION	
13 34 19	METAL BUILDING SYSTEMS	8
	DIVISIONS 14 – 49 (NOT USED)	

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

END OF TABLE OF CONTENTS

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

SECTION 00 01 15

LIST OF DRAWING SHEETS

PART 1 - GENERAL

1.01 LIST OF DRAWINGS

- A. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

WORKING NUMBER	SHEET NUMBER	DESCRIPTION
----	1	TITLE SHEET
A1.1	2	DETAILED INDEX & OVERALL SITE PLAN
A1.2	3	BUILDING A, B, C – SITE PLAN
A2.1	4	BLDG A – ROOF PLAN & BLDG C – ROOF & ELEVATION
A2.2	5	BUILDING A - ELEVATIONS
A2.3	6	BUILDING B – ROOF & ELEVATIONS
A1.3	7	BUILDING D & E – SITE PLAN
A2.4	8	BLDGS D & E – ELEVATIONS & ROOF
E2.1	9	BUILDING A & B – ELECTRICAL SITE PLAN

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 QUESTIONS

- A. Questions Regarding Bidding: Refer to Section 904 – Notice to Bidders No. 3980.

1.02 BIDDER'S QUALIFICATIONS

- A. Prequalification of Bidders: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 102 – Bidding Requirements and Conditions, Article 102.01 – Prequalification of Bidders.

1.03 NON-RESIDENT BIDDER

- A. Consideration of Proposals: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 103 – Award and Execution of Contract, Article 103.01 – Consideration of Proposal.

1.04 CONDITIONS OF WORK

- A. Each Bidder must fully inform themselves of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder or Contractor.

1.05 EXAMINATION OF PROPOSAL AND SITE

- A. Examination of proposal and Site: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 102 – Bidding Requirements and Conditions, Article 102.05 – Examination of Plans, Specifications, Special Provisions, Notice to Bidders and Site Work.

1.06 LAWS AND REGULATIONS

- A. Laws and Regulations: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 107 – Legal Relations and Responsibility to Public, Article 107.01 – Laws to be Observed..

1.07 BID DOCUMENT

- A. The amount for Bid Document (Proposal) is indicated in the advertisement for Bids. Selected plan rooms will be issued one set of documents without charge.

1.08 METHOD OF BIDDING

- A. Lump sum, single bids received on a general contract will include general, roof construction and work shown on Drawings or specified in the Project Manual (Proposal).

1.09 PROPOSAL FORMS

- A. Preparation of Proposal: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 102 – Bidding Requirements and Conditions, Article 907-102.06 – Preparation of Proposal (as amended).

1.10 TIME OF COMPLETION

- A. The Bidder shall agree to commence work on a date specified in a written *NOTICE TO PROCEED* and fully complete the Project within the Contract Time indicated on the Proposal Form.

1.11 SUBSTITUTIONS

- A. No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents. Refer to Section 01 25 00 entitled Substitution Procedures which covers procedures after the award of Contract.

1.12 ADDENDA

- A. Addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract.
- B. If the Proposal, Section 905, does not contain acknowledgement of receipt and addition to the Proposal and Contract Documents of all addenda issued prior to opening of bids will be considered irregular and may be rejected.

1.13 BIDDER IDENTIFICATION

- A. Signature: The Proposal Form shall be signed, by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
- B. Name of Business: The name appearing on the Proposal Form should be complete spelling of bidder's name and address – exact as recorded at the Secretary of State <http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp> which should be the same as you applied for at the Mississippi Board of Contractors <http://www.msdoc.us/search2.CFM>.
- C. Legal Address: The address appearing on the Proposal Form should be the same address exact as recorded at the Secretary of State <http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp> which should be the same as you applied for at the Mississippi Board of Contractors <http://www.msdoc.us/search2.CFM>.
- D. Certificate of Responsibility Number(s): The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

1.14 BID SECURITY

- A. Proposal Guaranty: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 102 – Bidding Requirements and Conditions, Article 907-102.08 – Proposal Guaranty (as amended).

1.15 POWER OF ATTORNEY

- A. Power of Attorney: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 103 – Award and Execution of Contract, Article 103.05 – Requirement of Contract Bond.

1.16 SUBMITTAL

- A. Delivery of Proposals: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 102 – Bidding Requirements and Conditions, Article 102.09 – Delivery of Proposal.

1.17 MODIFICATION TO BID

- A. A Bidder may NOT MODIFY the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:
 - 1. Notification on Envelope: A modification may NOT be written on the outside of the sealed envelope containing the bid.
 - 2. Facsimile: A facsimile (fax) will NOT be acceptable.

1.18 OPENING OF BIDS

- A. Public Opening of Proposal: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 102 – Bidding Requirements and Conditions, Article 102.12 – Public Opening of Proposal.

1.19 IRREGULARITIES

- A. Irregular Proposals: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 102 – Bidding Requirements and Conditions, Article 102.07 – Irregular Proposal.

1.20 PROTEST

- A. Any protest must be delivered in writing to the Owner prior to the Award Date.

1.21 ERRORS

- A. Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.

1.22 AWARD OF CONTRACT

- A. Award of Contract: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 103 – Award and Execution of Contract, Article 103.02 – Award of Contract.
- B. Consideration of Proposal: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 103 – Award and Execution of Contract, Article 907-103.01 – Consideration of Proposal (as amended).

1.23 FAILURE TO ENTER INTO A CONTRACT

- A. Failure to Execute Contract: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 103 – Award and Execution of Contract, Article 103.08 – Failure to Execute Contract.

1.24 SECURITY FOR FAITHFUL PERFORMANCE

- A. Requirements of Contract Bonds: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 103 – Award and Execution of Contract, Article 103.05 – Requirement of Contract Bond.

1.25 BIDDER'S CHECKLIST

- A. Proposal Form:
 - 1. Base Bid:
 - Fill-in the amount of the base bid in numbers. The written word shall govern.
 - 2. Alternates:
 - Fill-in each alternates amount in words and numbers.
 - 3. Certification Form (State Non-Collusion Certificate)
 - Certification (regarding Non-Collusion, Debarment and Suspension, etc). Form has been executed in duplicate.
 - 4. Acceptance:
 - Proposal is signed by authorized person.
 - Name of Business. - complete spelling of bidder's name and address – exact as recorded at the Secretary of State <http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp> which should be the same as you applied for at the Mississippi Board of Contractors <http://www.msdoc.us/search2.CFM>.
 - Legal address of the business listed above (at SOS and Contractor's Board).
 - Correct Certificate of Responsibility Number(s) as it appears in the current Mississippi State Board of Contractors Roster.
 - 5. Certificate of Responsibility Number(s):
 - Base Bid is under \$50,000 and no number is required.
 - Base Bid is under \$50,000 and the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope.
 - Base Bid is equal to or over \$50,000 and number is required.
 - Joint Venture and *joint venture* number is required.
 - Or
 - Joint Venture participants' numbers are required.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

B. Bid Security

1. Bid Bond:
() Included Bid Bond payable to the STATE OF MISSISSIPPI with Project number identified thereon,
Or
() Included Certified Check payable to the STATE OF MISSISSIPPI with Project number identified thereon.
2. Power of Attorney:
() Included Power of Attorney.

C. Non-Resident Bidder

1. Preference Law:
() Attached a Copy of Non-Resident Bidder's Preference Law.
Or
() Attached a Statement.

D. Subcontractors' Name

1. Subcontractor:
() List Mechanical, Plumbing, and/or Electrical Subcontractor regardless of cost.
* List name even for under \$50,000.
* Fire Protection Sprinkler Contractors do not have to be listed.
* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein.
* If Mechanical, Plumbing, and/or Electrical Subcontractor is performed by the General Contractor, be sure the General has COR for said discipline.
* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

E. Subcontractors' COR Number

1. Certificate of Responsibility
() List certificate of responsibility Number for all listed Sub-Contractors over \$50,000.
* If under \$50,000 – so notate on the COR line “under \$50,000” (or can still show COR Number)

1.26 BIDDER'S CONTACT LIST

A. Proposal and Contract Documents: If the Bidder has any questions pertaining to the following specific areas of the Documents, please direct them to the following individuals:

1. Additional Proposals: Neal Dougherty – Contract Administration (601) 359-7700
2. Additional Prints: Nathan Bruce – MDOT Plans Print Shop (601) 359-7459
3. Bid Forms: Billy Owen – Contract Admin. Engineer (601) 359-7730
4. Specifications: Earl Glenn – Assist. Construction Engr. (601) 359-7301
5. Drawings: Earl Glenn – Assist. Construction Engr. (601) 359-7301
6. Bidder's List & Specimen Proposals are available online at:
<http://www.gomdot.com/Applications/BidSystem/Home.aspx>

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 00 22 13

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:

1.02 WORK IN PROXIMITY OF HIGH VOLTAGE POWER LINES

- A. Contractor's Responsibility for Utility Property and Services: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 107 – Legal Relations and Responsibility to Public, Article 107.18 – Contractor's Responsibility for Utility Property and services.

1.03 PROMPT PAYMENT

- A. General: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 108 – Prosecution and Progress, Article 108.01.1 – General.

1.04 ALTERATIONS IN BIDDING PROCESS

- A. Preparation of Proposal: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition Section 102 – Bidding Requirements and Conditions, Article 907-102.06 – Preparation of Proposal (as amended).

1.05 CONTRACT TIME

- A. It is anticipated that the Notice to Award will be issued by not later than October 13, 2015 and the date for Notice to Proceed and Beginning of Contract Time will be simultaneous with the execution of the contract.
- B. The calendar date for completion of this Contract shall be April 29, 2016 which date or extended date as provided in Article 8 – TIME shall be the end of Contract Time.
- C. A Construction Schedule as described in Section 01 32 00-Construction Progress Documentation of these Specifications will be required.

1.06 SUBCONTRACTING

- A. The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the Owner. The total allowable subcontract amount shall not exceed **sixty percent (60%) of the Contract Sum.**

END OF SECTION

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

SECTION 00 72 00

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION.

- A. The American Institute of Architects AIA DOCUMENT A201-2007, "General Conditions of the Contract for Construction", 2007, Sixteenth Edition, Articles 1 through 15 inclusive, except as may be added to or modified herein, is hereby made a part of the Contract Documents. For brevity, AIA DOCUMENT A201-2007 is also referred to in the Contract documents as the "General Conditions".
- B. All persons intending to provide goods or services in connection with this Work are required to read and understand the referenced document prior to proceeding.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



AIA[®]

Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

REPLACE HAIL-DAMAGED ROOFS AT WHITFIELD, RANKIN COUNTY,
MISSISSIPPI

BWO-5137-61(002) 502907 / 301000

BWO-5051-61(002) 502907 / 302000

BWO-5150-61(002) 502907 / 303000

BWO-5188-61(002) 502907 / 304000

BWO-5031-61(003) 502907 / 305000

THE OWNER:

(Name, legal status and address)

MISSISSIPPI TRANSPORTATION COMMISSION
P O BOX 1850
JACKSON, MISSISSIPPI 39215-1850

THE ARCHITECT:

(Name, legal status and address)

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK

Init.

AIA Document A201[™] – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:06:15 on 07/20/2015 under Order No.2391069377_1 which expires on 09/03/2015, and is not for resale.

User Notes:

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,

11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance

9.10.2, 11.1.3

Change Orders

1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

Claims for Additional Time

3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of

8.1.2

Communications Facilitating Contract

Administration

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,

Rejection and Correction of

2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3.1, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
 Fire and Extended Coverage Insurance
 11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
 Guarantees (See Warranty)
Hazardous Materials
 10.2.4, 10.3
 Identification of Subcontractors and Suppliers
 5.2.1
Indemnification
 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7
Information and Services Required of the Owner
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

Instruments of Service, Definition of
1.1.7
 Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
 Insurance, Effective Date of
 8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
 10.2.5, 11.3
 Insurance, Stored Materials
 9.3.2
INSURANCE AND BONDS
11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12, 15.1.4
 Judgment on Final Award
 15.4.2
Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,
 13.6.1, 14, 15.2.8, 15.4
 Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1
 Limitations of Liability
 2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
 Limitations of Time
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3

Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12,
3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,
9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,
14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 15.2.8

Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3,
15.4.1

Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS
13

Modifications, Definition of
1.1.1

Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
10.3.2, 11.3.1

Mutual Responsibility
6.2

Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,
9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1,
13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14,
15.2.8, 15.4.1

Notice of Claims
3.7.4, 10.2.8, 15.1.2, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2

Observations, Contractor's
3.2, 3.7.4

Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,
13.5.2, 14.3.1

OWNER
2

Owner, Definition of
2.1.1

Owner, Information and Services Required of the
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3,
7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,
12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance
11.2

Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.4, 14.2.2

Owner's Right to Clean Up
6.3

**Owner's Right to Perform Construction and to
Award Separate Contracts**
6.1

Owner's Right to Stop the Work
2.3

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2

**Ownership and Use of Drawings, Specifications
and Other Instruments of Service**

1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, 3.17,
4.2.12, 5.3.1

Partial Occupancy or Use
9.6.6, 9.9, 11.3.1.5

Patching, Cutting and
3.14, 6.2.5

Patents
3.17

Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1,
13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4

Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION
9

Payments to Subcontractors
 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
 10.3.1
Performance Bond and Payment Bond
 7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
 2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
 Polychlorinated Biphenyl
 10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
 3.11, 3.12, 4.2.7
Progress and Completion
 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
 Project Representatives
 4.2.10
Property Insurance
 10.2.5, 11.3
PROTECTION OF PERSONS AND PROPERTY
10
 Regulations and Laws
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
 15.2.8, 15.4
 Rejection of Work
 3.5, 4.2.6, 12.2.1
 Releases and Waivers of Liens
 9.10.2
 Representations
 3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
 9.8.2, 9.10.1
 Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
 5.1.2, 13.2.1
 Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
 Review of Contractor's Submittals by Owner and Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
 Review of Shop Drawings, Product Data and Samples by Contractor
 3.12

Rights and Remedies
 1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,
13.4, 14, 15.4
Royalties, Patents and Copyrights
3.17
 Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
 Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
 Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
 Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
 Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
 Special Inspections and Testing
 4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
 Statute of Limitations
 13.7, 15.4.1.1
 Stopping the Work
 2.3, 9.7, 10.3, 14.1
 Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
 Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, 11.3.7

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
4.1.3

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of
9.10.2, 9.10.3

Surveys
2.2.3

Suspension by the Owner for Convenience
14.3

Suspension of the Work
5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.7.4

Termination by the Contractor
14.1, 15.1.6

Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.6

Termination by the Owner for Convenience
14.4

Termination of the Architect
4.1.3

Termination of the Contractor
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 13.7, 15.1.2

Title to Work
9.3.2, 9.3.3

Transmission of Data in Digital Form
1.6

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work
12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 7.3.4

Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

Use of Site
3.13, 6.1.1, 6.2.1

Values, Schedule of
9.2, 9.3.1

Waiver of Claims by the Architect
13.4.2

Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages
14.2.4, 15.1.6

Waiver of Liens
9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, 11.3.7

Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

Weather Delays
15.1.5.2

Work, Definition of
1.1.3

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations
4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14,
15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,
15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. . The Contract Documents include the Advertisement for Bids, Instructions to Bidders, Notice to Bidders, Proposal Form, sample forms and all portions of addenda issued prior to execution of the Contract.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

Init.

Work and obligations of the higher quality, larger quantity, greater expense, tighter schedule and more stringent requirements, unless otherwise directed in writing by the Owner.

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. This Paragraph in no way supersedes the Owner's document rights set forth in the "Engineering Services Contract" Agreement Between the Owner and the Professional.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.7 EXECUTION OF THE WORK

Sections of Division 01 General Requirements govern the execution of the Work of all Sections in Divisions 02-49 of the Specifications.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner, as used in these Documents, refers to the Mississippi Transportation Commission, a body Corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation for the benefit of the Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Construction Contract for the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such

Init.

information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 After the Contract is executed by the Executive Director, the Contractor will receive free of charge two bound copies of the Project Manual (Proposal and Contract Documents) (one executed and one blank), and five full-scale copies of the Drawings and two half-scale copies. The Contractor shall have available on the Project Site at all times one copy each of the Contract Drawings and the Project Manual (Proposal).

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have

express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary and any Work or material called for by either shall be provided as if called for by both, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Owner will furnish utilities for construction (electricity and water). Contractor must use "as-is" or pay for any necessary modifications.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.4.4 All Work as described or required shall be executed in a neat, skillful manner, in accordance with the best-recognized trade practice. Only competent workmen (including the superintendent), who work and perform their duties satisfactorily shall be employed on the Project. When requested by the Project Engineer, the Contractor shall discharge and shall not re-employ on the Project, any person who commits trespass or who is, in the opinion of the Project Engineer, dangerous, disorderly, insubordinate, incompetent, or otherwise objectionable.

§ 3.4.5 All materials and each part or detail of the Work are subject to inspection by the Project Engineer. Work performed or materials used by the Contractor without supervision, inspection, or written approval by an authorized Department representative may be ordered removed and replaced, at Contractor's expense, if found to be defective or noncompliant with the Contract Documents. No Work shall be performed on Legal Holidays, Sundays or after 5:00 P.M. on week days without prior written approval from the Project Engineer.

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

Init.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

Init.

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

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

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

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

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall not allow tradesman, technicians and laborers to enter other portions of existing facilities except as predetermined and approved by the Project Engineer. Existing utilities shall not be interrupted unless pre-approved by the Project Engineer. Parking for construction vehicles shall be in areas designated by the Owner at the Pre-construction Conference.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

Init.

§ 4.1.4 The term "Architect," "Engineer," "Professional", or "Consultant" as used in these Documents refers to the Professional firm who has been directed by the Owner to design, provide Construction Documents and Construction Administration for this Project. These Consultants are advisors to the Project Engineer and MDOT Architect.

§ 4.1.5 The term "Project Engineer" as used in these Documents refers to the Mississippi Department of Transportation Executive Director's authorized representative. The Project Engineer shall be the Initial Decision Maker referenced in Article 15. The term "MDOT Architect" is the representative for the MDOT Architectural Services Unit and is an advisor to the Project Engineer.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide assistance to the Project Engineer and MDOT Architect for administration of the Contract as described in the Contract Documents and will be the Project Engineer's representative during construction until the date the Project Engineer issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Project Engineer only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Project Engineer, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Project Engineer reasonably informed about the progress and quality of the portion of the Work completed, and report to the Project Engineer (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and the Project Engineer will prepare State Estimates for Payment in such amounts.

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved

Init.

submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Project Engineer, with recommendations from the Architect, will prepare Supplemental Agreements (Change Orders) and Advanced Authority (Construction Change Directives), and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Project Engineer, MDOT Architect, and Architect will conduct inspections to determine the date or dates of Completion; determine Final Acceptance; receive and forward to the Project Engineer, for review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

§ 4.2.11 The Architect will interpret and recommend matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of

persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

Init.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate Contracts either in connection with other portions of the Project or other construction or operation on the site. In such event, the Contractor shall coordinate its activities with those of the Owner and of other Contractors so as to facilitate the general progress of all work being performed by all parties. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the work.

§ 6.1.2 The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or other Contractors and shall immediately notify the Project Engineer and Architect of lack of progress or delays by other Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or other Contractors and / or failure of Contractor to give notice of lack of progress or delays by the Owner or other Contractors shall be deemed to be acceptance by Contractor of the status of progress by other Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any other Contractor or subcontractor shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the other Contractors or subcontractors.

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

(Paragraph deleted)

§ 6.2 MUTUAL RESPONSIBILITY

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

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

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 SUPPLEMENTAL AGREEMENT (CHANGE ORDERS)

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

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

§ 7.2.2 The maximum cost included in a Supplemental Agreement (Change Order) for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Subcontractors shall comply passively without protest to the same requirements when participating in a Supplemental Agreement (Change Order).

§ 7.3 ADVANCE AUTHORITY (CONSTRUCTION CHANGE DIRECTIVES)

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

§ 7.3.2 A Construction Change Directive shall be used as Advanced Authority on changes to the Work where agreement has been reached prior to preparation of Supplemental Agreement (Change Order).

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

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

Init.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Project Engineer will prepare a Supplemental Agreement (Change Order). Supplemental Agreements (Change Orders) shall be issued for all or any part of an Advance Authority (Construction Change Directive).

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

§ 8.1.3 The date of Completion is the date certified by the Project Engineer and approved by the Owner in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by any act of neglect of the Owner or Project Engineer, or by any employee or either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or any causes beyond the Contractor's control, or by any other causes which the Project Engineer determines may justify the delay, then the Contract time may be extended by Change Order for such reasonable time as the Project Engineer may determine, subject to the Owner's approval. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum. Any claim for loss or any delay occasioned by any separate Contractor, or Subcontractor, shall be settled between the Contractor and such other separate Contractor, or Subcontractors.

§ 8.3.2 No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference hindrance or disruption is (1) without the fault and not the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule. The contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay in construction activities which do not affect the overall completion of the work does not entitle the Contractor to any extension in the Contract Time. **§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

(Paragraph deleted)

§ 8.3.4 This provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Owner and Architect to award a time extension under this clause, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay in the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

§ 8.3.5 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's activity durations for inclusion in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

1. Adverse Weather Evaluation: The table below defines the monthly anticipated adverse weather in days for the project:

Adverse Weather Table

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	9	9	8	9	8	10	9	7	6	8	9

§ 8.3.6 Monthly anticipated adverse weather delay work days based on five (5) day work week.

§ 8.3.7 Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the Contract, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on the overall projects' critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by actually adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 8.3.5 above, the Owner and the Architect will convert any qualifying delays to calendar days giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, MDOT Architect, or Project Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

§ 9.3.1.3 The Owner will retain five percent (5%) until the Work is at least fifty percent (50%) complete, on schedule, and satisfactory in the Project Engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the Contractor for distribution to the appropriate Sub-Contractors and Suppliers. Future retainage shall be withheld at the rate of two and one half percent (2-1/2%) of the amount due the Contractor on account of progress payments.

§ 9.3.1.4 The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be made until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as Owner approval in any way.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance

by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.2.1 Payment on materials stored at some location other than the building site, may be approved by the Project Engineer and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are located.
- .2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.
- .4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.
- .6 A review by the Project Engineer of the materials stored off-site prior to release of payment.
- .7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.
- .8 List of stored items shall be sent to the Chief Engineer for his approval prior to payment of stored materials.

§ 9.3.2.2 Payment for materials stored at the building site, may be approved by the Project Engineer and the Owner after the Contractor has submitted the following items:

- .1 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.
- .2 List of stored items shall be sent to the Chief Engineer for his approval prior to payment of stored materials.

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

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either recommend acceptance or state what portions should be modified to the Project Engineer for such amount as the Architect determines is properly due, or notify the Contractor and Project Engineer in writing of the Architect's reasons for modifications in whole or in part as provided in Section 9.5.1.

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may recommend to withhold Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

Init.

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for recommendations to withhold Payment are removed, recommendations will be made for amounts previously withheld.

(Paragraph deleted)

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has reviewed the Application for Payment and made recommendations to the Project Engineer, the Project Engineer shall make payment in the manner and within the time provided in the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any

fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 The amount retained by the Contractor from each payment to each Subcontractor and material supplier will not exceed the percentage retained by the Owner from the Contractor

§ 9.7 FAILURE OF PAYMENT

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the Mississippi Code 1972, Annotated.

9.8 SUBSTANTIAL COMPLETION

(Paragraph deleted)

§ 9.8.1 Substantial Completion shall not be recognized under this Contract. The Project Engineer shall determine when the building or designated portion is complete to the point it can be used for its intended purpose. This date shall be the Date of Completion. All Warranties and Extended Warranties shall use this date as the starting date of Warranty Period.

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

§ 9.11 LIQUIDATED DAMAGES

§ 9.11.1 Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner liquidated damages for each calendar day of delay until the work is substantially complete as follows:

For More Than	To and Including	Per Calendar D
	\$ 0	100,000 \$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000	-----	3,500

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

Init.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

(Paragraphs deleted)

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal

or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 The Contractor's limits of liability shall be written for not less than the following:

- .1 **GENERAL LIABILITY:**
 Commercial General Liability
 (Including XCU)
 General Aggregate.....\$ 1,000,000.00 Aggregate
 Products & Completed Operations.....\$ 1,000,000.00 Aggregate
 Personal & Advertising Injury..... \$ 500,000.00 Per Occurrence
 Bodily Injury & Property Damage..... \$ 500,000.00 Per Occurrence
 Fire Damage Liability..... \$ 50,000.00 Per Fire
 Medical Expense..... \$ 5,000.00 Per Person

- .2 **OWNERS & CONTRACTORS PROTECTIVE LIABILITY:**
 Bodily Injury & Property Damage.....\$ 1,000,000.00 Aggregate
 Bodily Injury & Property Damage.....\$ 500,000.00 Per Occurrence

- .3 **AUTOMOBILE LIABILITY:**
 (Owned, Non-owned & Hired Vehicle
 Contractor Insurance Option Number 1:
 Bodily Injury & Property Damage.....\$ 500,000.00 Per Occurrence
 (Combined Single Limit)
 Contractor Insurance Option Number 2:
 Bodily Injury.....\$ 250,000.00 Per Person
 Bodily Injury.....\$ 500,000.00 Per Accident
 Property Damage.....\$ 100,000.00 Per Occurrence

- .4 **EXCESS LIABILITY:**
 (Umbrella on projects over \$500,000)
 Bodily Injury & Property Damage\$ 1,000,000.00 Aggregate
 (Combined Single Limit)

- .5 **WORKERS' COMPENSATION:**
 (As required by Statute)
EMPLOYERS' LIABILITY:
 Accident\$ 100,000.00 Per Occurrence
 Disease\$ 500,000.00 Policy Limit
 Disease\$ 100,000.00 Per Employee

- .6 **PROPERTY INSURANCE:**
 Builder's Risk.....\$ Equal to Value of Work
 Or
 Installation Floater..... \$ Equal to Value of Work

§ 11.1.6 Furnish one (1) copy of the Standard Construction Contract Certificate of Insurance Form for each copy of the Standard Form of Agreement Between Owner and Contractor specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. Furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

§ 11.1.7 If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract: the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.4.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

(Paragraph deleted)

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

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

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

(Paragraphs deleted)

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise,

did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER DATE OF COMPLETION

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

§ 12.2.2 AFTER DATE OF COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the

Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Date of Completion by the period of time between Date of Completion and the actual completion of that portion of the Work.

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any

Init.

other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case

may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Time shall be adjusted for increases in the time caused by suspension, delay or interruption as described in Section 14.3.1. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

§ 15.1.5.2 ADVERSE WEATHER DELAYS

- .1 The Contractor shall anticipate delays in the progress of the Work, due to adverse weather, during the stipulated Contract Time in the amount of days published in recognized official data. If documented evidence (from recognized official data) indicates weather delays in excess of this amount, then the Contractor may be granted an Extension of Time for each Work Day, in excess of the normal days, in which the weather prevented work on the Project Site for fifty (50) percent or more of the Contractor's "Normal Work Day", but only if such prevented work was critical to the timely completion of the project.
- .2 Contractor's "Normal Work Day" shall be defined on the basis of a five (5) Day Work Week. Example: If the "normal" (regular) schedule is a five (5) Day Work Week, meaning Monday through Friday, then a rain on Sunday (since not a scheduled Work Day) will not necessarily delay the Work of the Project. However, site conditions, as a result of the rain, could partially or fully prevent scheduled outside work on Monday (and thereafter) thereby making the Contractor eligible to apply for a Weather Delay Extension of Time on the basis of the conditions stated in the paragraph above.

§ 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the causes of delay which may have concurrent or interrelated affects on the progress of the Work, or for concurrent delays due to the fault of the Contractor

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Project Engineer will serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise,

Init.

or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

§ 15.5 ARBITRATION PROCEDURES FOR THE MISSISSIPPI TRANSPORTATION COMMISSION

All matters of dispute arising out of any agreement with the Mississippi Transportation Commission for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Mississippi Transportation Commission for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars (\$100,000.00).

§ 15.5.1 CONDITIONS PRECEDENT TO ARBITRATION

The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute, the amount involved and the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Chief Engineer of the Mississippi Department of Transportation, or his authorized representative, and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.

§ 15.5.2 REQUESTS FOR ARBITRATION: Within thirty (30) days of a claim being rejected in writing by the Project Engineer, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the

Chief Engineer of the Mississippi Department of Transportation, P. O. Box 1850, Jackson, Mississippi 39215-1850. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred dollars (\$200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

§ 15.5.3 SELECTION OF ARBITRATORS: Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. The Chief Engineer of the Mississippi Department of Transportation shall appoint one (1) member. One (1) member shall be appointed by the Executive Director of a professional or trade association that represents interests similar to that of the non-state party. The first two shall appoint the third member.

§ 15.5.4 HEARINGS: All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless the parties mutually agree to another location. The hearings shall be conducted as prescribed by **Mississippi Code 1972, Annotated**, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.

§ 15.5.5 AWARDS: Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

§ 15.5.6 FEES AND EXPENSES: Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.

§ 15.5.7 MODIFICATIONS, CONFIRMATIONS, AND APPEALS: All modifications, confirmations and appeals shall be as prescribed by **Mississippi Code 1972, Annotated**, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.

§ 15.5.8 SECRETARY FOR THE ARBITRATORS: All notices, requests, or other correspondence intended for the arbitrators shall be sent to the Chief Engineer, Mississippi Department of Transportation, P. O. Box 1850, Jackson, Mississippi 39215-1850.

(Paragraph deleted)

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

SECTION 00 91 13 ADDENDA

PART 1 - GENERAL

1.01 NOTICE TO BIDDERS

- A. Addenda issued on this Project will become part of the Standard Form of the Agreement Between the Owner and the Contractor.

- B. Addenda will be indicated on the second sheet of Section 905 (end of the Proposal/Project Manual) as addenda.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

SECTION 01 10 00

SUMMARY

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 to Replace Hail-Damaged Roofs at Whitfield, Rankin County, Mississippi. Separate Lump Sums as described in these Specifications and Drawings are to be given for each of the following separate descriptions:
1. Project Number BWO-5137-61(002) 502907 Re-roof at Project Office.
 2. Project Number BWO-5051-61(002) 502907 Re-roof at Old Project Office.
 3. Project Number BWO-5150-61(002) 502907 Re-roof at Storage Building.
 4. Project Number BWO-5188-61(002) 502907 Re-roof at Maint. Area Headquarters.
 5. Project Number BWO-5031-61(003) 502907 Re-roof at Maint. Shop Building.
- B. Time of Completion: The completion of this Work is to be on or before the time indicated on the Owner and Contractor Agreement.
- C. Contractor's Duties:
1. Except as specifically noted, provide and pay for:
 - a. Labor, materials, equipment.
 - b. Tools, construction equipment, and machinery.
 - c. Other facilities and services necessary for proper execution and completion of the Work.
 2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
 3. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids:
 - a. Permits.
 - b. Government Fees.
 - c. Licenses.
 4. Give required notices
 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of Work.
 6. Promptly submit written notice to Project Engineer of observed variance of Contract Documents from legal requirements. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for Work known to be contrary to such requirements, without notice.
 7. Enforce strict discipline and good order among employees. Do not employ on Work, unfit persons or persons not skilled in assigned task.
 8. Schedule of Values: Submit 8 copies to the MDOT Architectural Services Unit a Schedule of Values as described in Section 01 29 73 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. Other copies will be kept by Architectural Services Unit and distributed to Project Engineer, MDOT Consultants, and Contractor.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

9. Sub-Contractor List: Submit 8 copies of a list, acceptable to the MDOT, of all subcontractors to be used on the Project within seven (7) days after written notice of Contract award by the MDOT. The list shall include the Firm's name, contact person, street address, e-mail address, telephone and fax numbers. Submit original to Contract Administration Division Form CAD-720 – REQUEST FOR PERMISSION TO SUBCONTRACT for each subcontractor before they are allowed to perform any Work. Contract Administration Division will provide copies of approved subcontractors to Project Engineer and Architectural Services.
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 01 31 00– 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 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 as directed by the Project Engineer.

1.03 CONSTRUCTION SCHEDULE

- A. Submit an updated copy of Contractor's construction schedule (01 32 00) showing the sequence, commencement and completion dates, and move-out and move-in dates of Owner's personnel for all phases of the Work.

1.04 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated as directed by the Project Engineer and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site as directed by the Project Engineer. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.05 COORDINATION WITH OCCUPANTS

A. Owner Occupancy: Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits.

1. Maintain access to existing walkways and other adjacent occupied or used facilities. Do not close or obstruct walkways or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.06 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved by the Project Engineer.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Project Engineer not less than two days in advance of proposed utility interruptions.
2. Obtain Project Engineer's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Project Engineer not less than two days in advance of proposed disruptive operations.
2. Obtain Project Engineer's written permission before proceeding with disruptive operations.

- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

1.07 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Format: The Specifications are organized into Groups, Subgroups, Divisions and Sections using CSI/CSC's "MasterFormat" 2004 Edition numbering system.
- 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. 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.
 - 3. Specification requirements are to be performed by the Contractor unless specifically stated otherwise.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submittal requirements.
 - 2. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.02 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.03 ACTION SUBMITTALS

- A. The MDOT Architect and his Consultants WILL NOT consider requests for substitutions during bidding. ONLY ONE REQUEST per product will be allowed.
- B. Substitution Requests: Within 30 days after Notice to proceed, submit four copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. MDOT Architect's Action: If necessary, MDOT Architect will request additional information or documentation for evaluation within ten days of receipt of a request for substitution. MDOT Architect will notify Contractor through Project Engineer of acceptance or rejection of proposed substitution within 15 days of receipt of request, or ten days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if MDOT Architect does not issue a decision on use of a proposed substitution within time allocated.

1.04 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals. ONLY ONE REQUEST per product will be allowed.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Contractor 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.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- c. Cost data is complete and includes all related costs under his Contract.
 - d. Contractor waives all claims for additional costs related to substitution that consequently becomes apparent.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. ONLY ONE REQUEST per product will be allowed.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to MDOT Architect's Consultants for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Contractor 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.
 - c. Cost data is complete and includes all related costs under his Contract.
 - d. Contractor waives all claims for additional costs related to substitution that consequently becomes apparent.
 - e. Requested substitution does not require extensive revisions to the Contract Documents.
 - f. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - g. Requested substitution will not adversely affect Contractor's construction schedule.
 - h. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - i. Requested substitution is compatible with other portions of the Work.
 - j. Requested substitution has been coordinated with other portions of the Work.
 - k. Requested substitution provides specified warranty.

PART 3 - EXECUTION

PRODUCT 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

2. Itemized comparison of proposed substitution with product specified.

ORIGINAL PRODUCT

SUBSTITUTION

Name, brand _____

Catalog No. _____

Manufacturer _____

Significant variations: _____

Reason for Substitution:

3. Proposed change in Contract Sum:

Credit to Owner: \$ _____

Additional Cost to Owner: \$ _____

4. Effect of the proposed substitution on the Work:

Contract Time: _____

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

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

MDOT 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 (Supplemental Agreements) 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 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications (Supplemental Agreements) by the Project Engineer and the Contractor.

1.02 CHANGE ORDER (SUPPLEMENTAL AGREEMENT) 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 requested substitutions in accordance with Section 01 25 00 Substitution Procedures and Section 01 60 00 Product Requirements.

- 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 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.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- 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 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.02 SCHEDULE OF VALUES

- A. Scope: Submit 5 copies of the Schedule of Values to the MDOT Architect, with a copy of the Transmittal Letter to the Project Engineer, at least 10 days prior to submitting first Application for Payment. Upon Project Engineer's request, support the values given with data substantiating their correctness. 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. The 5 copies of the Schedule of Values will be reviewed as Submittal No.1. One copy will be retained by MDOT Architectural Services, one sent to Contract Administration for use in reviewing requests for Permission to Sub-Contract (CAD-720 Form), one sent to the Project Engineer, and two returned to the Contractor. If any extra copies are needed for the Contractor, adjust number submitted.
- C. 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 02 - 49. Identify each line item with number and title as listed in Table of Contents of this Specification.
- D. 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, 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.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

3. Each line item, which has installed value of more than \$20,000, break down costs to list major products for operations under each item; rounding figures to nearest dollar. Make sum of total costs of all items listed in schedule equal to total Contract Sum.
4. Group line items to show subtotal of Description A and then Descriptions B - D with the same amounts indicated on the Bid Forms and a total equal to the Contract amount indicated on the Bid Form.

E. Preparing Schedule of Unit Material Values:

1. Submit separate schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: Cost of material, delivery and unloading site, and sales tax.
2. Make sure unit prices (if required) multiplied by quantities equal material cost of that item in Schedule of Values.

F. Review and Re-submittal: After Project Engineer / MDOT Architect's review, if requested, revise and resubmit schedule in same manner

1.03 METHOD FOR PAYMENT

- A. The method of measurement and payment shall conform to the applicable provisions of Article 9 of the AIA Document A201-2007 General Conditions of the Contract for Construction.

1.04 APPLICATIONS 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 (Supplemental Agreement) as an extension on continuation sheet, listing Change Order (Supplemental Agreement) number and dollar amount as for an original Item of Work.
5. Prepare Application for Final Payment as specified in Section 01 77 00-Closeout Procedures.

C. Submittal Procedures:

1. Submit five 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 01 32 00-Construction Progress Documentation.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

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.

1.05 STATEMENTS AND PAYROLLS

- A. The submission by the Contractor of the actual weekly payrolls showing all employees, hours worked, hourly rates, overtime hours, etc., or copies thereof, is not required to be turned in. However, each Contractor and Subcontractor shall preserve weekly payroll records for a period of three years from the date of Contract completion. All Contractor personnel working at the project site will be paid unconditionally and not less often than once a week without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations, the full amounts of wages and bona fide fringe benefits due at time of payment.
- B. The payroll records shall contain the name, with an individually identifying number for each employee, classification, rate of pay, daily and weekly number of hours worked, itemized deductions and actual wages paid to each employee.
- C. Upon request, the Contractor will make payroll records available at the project site for inspection by the Department Compliance Officer or authorized representative and will permit such officer or representative to interview employees on the job during working hours.
- D. The Contractor and Subcontractors shall submit Form CAD-880, "Weekly Summary of Wage Rates", each week to the Project Engineer. The forms may be obtained from the Contract Compliance Officer, Contract Administration Division, Mississippi Department of Transportation, Jackson, Mississippi. Custom forms, approved by Contract Administration Division, may be used in lieu of CAD forms.
- E. The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first week of the estimate period in order for the Project Engineer to process an estimate.

1.06 BASIS OF PAYMENT

- A. This Work will be paid for by Contract Sum for the construction in District Five. The Work includes Replace Hail-Damaged Roofs at Whitfield, Rankin County, Mississippi. The Contract Sum shall be full compensation for furnishing materials, and other Work and effort of whatever nature in the replacement of the roofs, and final clean-up of the area. It shall also be complete compensation for equipment, tools, labor, and incidentals necessary to complete the Work.

Project Number BWO-5137-61(002) 502907/301000
 BWO-5051-61(002) 502907/302000
 BWO-5150-61(002) 502907/303000
 BWO-5188-61(002) 502907/304000
 BWO-5031-61(003) 502907/305000

B. Payment will be made under:

- | | | |
|----|--|----------|
| 1. | Description A (1570-A001):
MDOT Project No. BWO-5137-61(002) 502907 / 301000
Install standing seam metal roof on Project Office
at Whitfield, Rankin County, Mississippi | lump sum |
| 2. | Description B (1570-A001):
MDOT Project No. BWO-5051-61(002) 502907 / 302000
Install metal roof panels on Old Project Office
at Whitfield, Rankin County, Mississippi | lump sum |
| 3. | Description C (1570-A001):
MDOT Project No. BWO-5150-61(002) 502907 / 303000
Install standing seam metal roof on Storage Building
at Whitfield, Rankin County, Mississippi | lump sum |
| 4. | Description D (1570-A001):
MDOT Project No. BWO-5188-61(002) 502907 / 304000
Install standing seam metal roof on Maintenance Area Headquarters
Offices at Whitfield, Rankin County, Mississippi | lump sum |
| 5. | Description D (1570-A001):
MDOT Project No. BWO-5188-61(002) 502907 / 305000
Install metal roof panels on Maintenance Shop Building
at Whitfield, Rankin County, Mississippi | lump sum |

TOTAL PROJECT CONTRACT SUM

LUMP SUM

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Scope: Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Project Management.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Project Coordinator: The General Contractor shall designate one individual as Project Coordinator (Superintendent), as referred to in the General Conditions. Prior to beginning Work his name, qualifications and address shall be submitted, in writing, to the MDOT Executive Director with copies to the Construction Engineer, Contract Administration Engineer, District Engineer, Project Engineer and MDOT Architect. Upon approval, he will remain until the Project is completed and cannot be removed during construction without just cause and without the written consent of the Project Engineer.
- C. Related Requirements:
 - 1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.02 DEFINITIONS

- A. RFI: Request from Project Engineer, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.03 INFORMATIONAL SUBMITTALS

- A. Key Personnel List: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.
 - 1. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers.
 - 2. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

B. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.04 DUTIES OF PROJECT COORDINATOR (SUPERINTENDENT)

A. General: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

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 Project Engineer and MDOT Architect each Monday for previous week.
4. Electrical: Take special care to coordinate and supervise the Work of 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. Superintendent shall advise Project Engineer of an intended absence from the work and designate a person to be in charge of the Work during such absence.
7. Permits: Assist in obtaining building and special permits required for construction.

B. Interpretations of Contract Documents:

1. Consultation: Consult with Project Engineer to obtain interpretations.
2. Assistance: Assist in resolution of questions.
3. Transmissions: 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 01: Coordinate and assist in the preparation of all requirements of Division 01 and specifically as follows:

1. Enforce safety requirements.
2. Schedule of Value: 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: Administer the processing of all substitutions.
 10. Cleaning: Direct and execute a continuing (daily) cleaning program throughout construction, requiring each trade to dispose of their debris.
 11. Project Closeout: Collect and present all closeout documents to the Project Engineer.
 12. Project Record Documents: Maintain up-to-date Project Record Documents.
- E. Changes: Recommend and assist in the preparation of requests to the Project Engineer for any changes in the Contract.
- F. Application for Payment: Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.
- 1.05 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. Coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- 1.06 SUBCONTRACTOR'S DUTIES
- A. The Subcontractor is responsible to coordinate and supervise his employees in the Work accomplished under his part of the Contract.
 - B. Schedules: Conduct Work to assure compliance with construction schedules.
 - C. Suppliers: Transmit all instructions to his material suppliers.
 - D. Cooperation: Cooperate with the Project Coordinator and other subcontractors.
- 1.07 REQUESTS FOR INFORMATION (RFIs)
- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. MDOT Architect will return RFIs submitted to MDOT Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 14. RFI Forms: CSI Form 13.2A. Identify each page of attachments with the RFI number and sequential page number.
- C. MDOT Architect's Action: MDOT Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by MDOT Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. MDOT Architect's action may include a request for additional information, in which case MDOT Architect's time for response will date from time of receipt of additional information.
 3. MDOT Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify MDOT Architect in writing within 7 days of receipt of the RFI response.
- D. On receipt of MDOT Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log the first week of each month. Use CSI Log Form 13.2B. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date MDOT Architect's response was received.
- F. On receipt of MDOT Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify MDOT Architect within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.08 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated. Project Meetings shall be held for the following reasons:
1. Establish an understanding of what is expected from everyone involved.
 2. Enable an orderly Project review during the progress of the Work.
 3. Provide for systematic discussion of problems and effect remedies and clarifications.
 4. Coordination of the Work.
 5. Review installation procedures and schedules.
- B. Scheduling and Administration: 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.
- C. Scheduling and Administration: 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.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

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 affected parties of result and include report of activities in next scheduled meeting.
- D. Scheduling and Administration: 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.
- E. Scheduling and Administration: Consultants may attend meetings to ascertain work is expedited consistent with Contract Documents and construction schedules.
- F. Preconstruction Conference:
1. Schedule: Schedule Pre-Construction Meeting within 10 days after Notice to Proceed.
 2. Location: A central site, convenient for all parties, designated by the Contractor and approved by the Project Engineer and the MDOT Architect.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Distribute and discuss tentative construction schedule prepared by Contractor.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises and existing buildings.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
 4. Minutes: Record and distribute meeting minutes.
 5. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Project Engineer and MDOT Architect of scheduled meeting dates.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

6. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
7. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
8. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
9. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

G. Progress Meetings:

1. 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.
2. Place of Progress Meetings: Contractor's Field Office except as otherwise agreed.
3. 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) the General Contractor, and all Subcontractors as pertinent to the agenda.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

4. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
5. Minutes: Record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Site condition reports.

1.02 SUBMITTALS

- A. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 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.
- B. Construction Schedule Updating Reports: Submit with Applications for Payment.
- C. Site Condition Reports: Submit at time of discovery of differing conditions.

1.03 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Form of Schedules: Prepare in form of horizontal bar chart. The following is a minimum requirement and other type schedules are acceptable with Project Engineer's approval.
1. Provide separate horizontal bar column for each trade or operation.
 2. Order: Table of Contents of Specifications.
 - a. Identify each column by major Specification section number.
 3. Horizontal Time Scale: Identify first work day of each week.
 4. Scale and Spacing: To allow space for updating.
- B. 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.
- C. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- D. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the Contract Time.
- E. 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.

2.02 REPORTS

- A. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Project Engineer, MDOT Architect, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01 32 33 PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Periodic construction photographs.

1.02 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit (e-mail) image files on a weekly basis.

1. Digital Camera: Minimum sensor resolution of 8 megapixels.
2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name of photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 - EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Project Engineer / MDOT Architect.
- C. Periodic Construction Photographs: Take photographs for each day that any substantial construction activity occurs at the job site. The number of photographs to be taken shall vary, depending on the construction activity that day. The purpose of the photographs is to document the installation of the work and verify that the work is being installed properly.
- D. Project Engineer /MDOT Architect -Directed Construction Photographs: The Project Engineer / MDOT Architect may direct the Contractor to take certain photographs during his job site observation or at any time as directed.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. 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 01 25 00 – Substitution Procedures and Section 01 60 00 – Product Requirements, for requirements concerning products that will be acceptable on this Project.
- C. Related Requirements:
 - 1. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 2. Section 01 78 26 "Maintenance Data" for submitting maintenance manuals.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.02 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require MDOT Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require MDOT Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.03 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by MDOT Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Acceptance of submittal items will not preclude rejection of these items upon discovery of defects in them prior to final acceptance of completed Work.

1.04 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. MDOT Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on MDOT Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. MDOT Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Partial submittals are NOT ACCEPTABLE, will be considered non-responsive, and will be returned without review.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 3 by 4 inches on label or beside title block to record Contractor's review and approval markings and action taken by MDOT Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

4. Transmittal for Paper Submittals: Accompany submittals with transmittal letter, 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. Submittals shall be sent to MDOT Architect for review or distribution to Consultants, with copy of Transmittal Letter sent to Project Engineer. MDOT Architect will return without review submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Use AIA Document G810 or CSI Form 12.1A.
 - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name and address of Architect.
 - 6) Name of Contractor.
 - 7) Name of firm or entity that prepared submittal.
 - 8) Names of subcontractor, manufacturer, and supplier.
 - 9) Category and type of submittal.
 - 10) Submittal purpose and description.
 - 11) Specification Section number and title.
 - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
 - 13) Drawing number and detail references, as appropriate.
 - 14) Transmittal number, numbered consecutively.
 - 15) Submittal and transmittal distribution record.
 - 16) Remarks.
 - 17) Signature of transmitter.
 - 18) Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements, and compliance with Contract Documents PRIOR to submitting to the MDOT Architectural Services Unit.
- E. Electronic Submittals (Optional): Identify and incorporate information in each electronic submittal file as follows:
 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by MDOT Architect.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Project Engineer and MDOT Architect, containing the following information:
 - a. Project name.
 - b. Date.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Indication of full or partial submittal.
 - o. Transmittal number, numbered consecutively.
 - p. Submittal and transmittal distribution record.
 - q. Other necessary identification.
 - r. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by MDOT Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from MDOT Architect's action stamp.
- 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. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from MDOT Architect's action stamp.

- K. After an item has been accepted, no change in brand, make, manufacturer's catalog number, or characteristics will be considered unless:
1. Satisfactory written evidence is presented to and approved by the Project Engineer, that manufacturer cannot make scheduled delivery of accepted item, or;
 2. Item delivered has been rejected and substitution of a suitable item is an urgent necessity, or;
 3. Other conditions became apparent which indicates acceptance of such substitute item to be in the best interest of the Owner.

PART 2 - PRODUCTS

2.01 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals (optional-Preferred for 8 1/2 by 11 inches submittals only) via email as PDF electronic files.
 - a. MDOT Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
2. Action Submittals: Submit six paper (required for all submittals over 8 1/2 by 11 inches in size) copies of each submittal with additional number of copies, if required, by Contractor for distribution. MDOT Architect will return four copies, unless indicated otherwise.
3. Informational Submittals: Submit three paper copies of each submittal unless otherwise indicated. MDOT Architect will not return copies.
4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data concurrent with Samples.
 - 6. Submit Product Data in the following format:
 - a. PDF electronic file. (or)
 - b. Submit six paper copies of each submittal with additional number of copies, if required, by Contractor for distribution. MDOT Architect will return four copies, unless indicated otherwise
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions (required) established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
 - 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file. (or)
 - b. Submit six paper copies of each submittal with additional number of copies, if required, by Contractor for distribution. MDOT Architect will return four copies, unless indicated otherwise
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. MDOT Architect will return one sample with options selected.
 - b. If a specified product color is discontinued, Contractor shall notify Project Engineer promptly to determine if it affects other color selections.
 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit four sets of Samples. Project Engineer and MDOT Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Submit product schedule in the following format:
 - a. PDF electronic file. (or)
 - b. Four paper copies of product schedule or list unless otherwise indicated. Architect will return two copies.
- F. Coordination Drawings Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
 - K. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
 - L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
 - M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 - P. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 - Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
 - R. Schedule of Tests and Inspections: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
 - S. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- 2.02 DELEGATED-DESIGN SERVICES
- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to MDOT Architect.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file (optional) and eight paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

PART 3 - EXECUTION

3.01 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to MDOT Architectural Services Unit.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- D. Notify the Project Engineer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents.
- E. 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.
- F. Contractor's responsibility for errors and omissions in submittals is not relieved by MDOT Architect's / Consultant's review of submittals.
- G. Do not order materials or begin Work requiring submittals until the return of submittals bearing MDOT Architect / Consultant's stamp and initials indicating review.

3.02 MDOT ARCHITECT'S / CONSULTANTS' ACTION

- A. General: MDOT Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: MDOT Architect will review with reasonable promptness, each submittal for design concept of Project and information given in Contract Documents, make marks to indicate corrections or revisions required, and return submittals to the Architectural Services Unit, which will retain one copy and forward one copy to the Project Engineer, and the remainder to the Contractor. MDOT Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action. Consultants will retain one copy of reviewed submittals.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- C. Informational Submittals: MDOT Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. MDOT Architect will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by MDOT Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 3. Specific test and inspection requirements are not specified in this Section.
- C. The Contractor shall provide and pay for required inspection, sampling and testing.

1.02 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Project Engineer. Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.03 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Project Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Project Engineer for a decision before proceeding.

1.04 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.05 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Materials will be inspected and sampled in accordance with current Mississippi Department of Transportation SOP pertaining to inspecting and sampling. Distribute copies of reports of inspections and tests to Project Engineer and one copy to the MDOT Architect. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. Licenses and Certificates: For Owner's records, submit copies of licenses, certifications, inspection reports, releases, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- 1.06 QUALITY ASSURANCE
- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

- F. **Manufacturer's Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. **Protection of Wood:**
1. Provide protection of all wood materials and products, whether or not installed, including erected and installed wood framing and sheathing, from water and moisture of any kind until completion and acceptance of the project.
 2. Keep informed of weather conditions and forecasts, and when there is a likelihood of rain, shall protect installed and exposed framing and sheathing and stored lumber exposed to the elements with suitable water-repellent coverings, such as canvas tarpaulins and polyethylene sheeting.
 3. Wood materials or products which become wet from rain, dew, fog, or other source may be considered to have moisture damage and may be rejected, requiring replacement by the Contractor with new, dry materials or products at no increase in the Contract Price. Excepted materials: installed exterior wood trim, after specified treatments, such as exterior wood stain or paint, have been applied.

1.07 QUALITY CONTROL

- A. **Manufacturer's Field Services:** Engage manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports. The manufacturer shall inspect and approve the application or installation work at no additional cost to Contractor or the Owner.
1. The Contractor shall make all necessary arrangements with the manufacturer of the products to be installed to provide onsite consultation and inspection services to assure the correct application or installation of the product, system, or assembly.
 2. The manufacturer's authorized representative shall be present at the time any phase of this work is started.
 3. The manufacturer's authorized representative shall inspect and approve all surfaces over which, or upon which the manufacturer's product will be applied or installed.
 4. The manufacturer's representative shall make periodic visits to the site as the work proceeds as necessary for consultation and for expediting the work in the most practical manner.

PART 2 - PRODUCTS (Not Used)

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

PART 3 - EXECUTION

3.01 INSPECTION LOG

- A. Inspection Log: Prepare a record of inspections. Include the following:
1. Date inspection was conducted.
 2. Description of the Work inspected.
 3. Date inspection results were transmitted to Architect.
 4. Identification of inspector conducting inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to inspection log for Project Engineer, and MDOT Architect's reference during normal working hours.

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.01 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Reviewed": When used to convey MDOT Architect's action on Contractor's submittals, applications, and requests, "reviewed" is limited to MDOT Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": 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. "Experienced": 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": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.02 INDUSTRY STANDARDS

A. Identification and Purpose:

1. 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.
2. 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.

B. Procedures and Responsibilities:

1. 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.
 - a. Should specified reference standards conflict with regulatory requirements or the Contract Documents, request Project Engineer's / MDOT Architect's clarification before proceeding.
2. 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.
3. 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.

C. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated or when earlier editions are specifically required by Codes.

D. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.03 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AAMA	American Architectural Manufacturers Association
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	APA - The Engineered Wood Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
AWPA	American Wood Protection Association (Formerly: American Wood-Preservers' Association)
AWS	American Welding Society
BOCA	BOCA (Building Officials and Code Administrators International Inc.) (See ICC)
CRRC	Cool Roof Rating Council
CSI	Construction Specifications Institute (The)
EVO	Efficiency Valuation Organization
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
ICC	International Code Council
ISO	International Organization for Standardization
MBMA	Metal Building Manufacturers Association
MPI	Master Painters Institute
NAAMM	National Association of Architectural Metal Manufacturers
NAIMA	North American Insulation Manufacturers Association

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

NFPA NFPA (National Fire Protection Association)
NFPA NFPA International (See NFPA)
NRCA National Roofing Contractors Association
SBCCI Southern Building Code Congress International, Inc. (See ICC)
SDI Steel Deck Institute
SMACNA Sheet Metal and Air Conditioning Contractors' National Association
SRCC Solar Rating and Certification Corporation
SSPC SSPC: The Society for Protective Coatings
UBC Uniform Building Code (See ICC)
UL Underwriters Laboratories Inc.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

DIN Deutsches Institut für Normung e.V.
ICC International Code Council
ICC-ES ICC Evaluation Service, LLC

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

DOE Department of Energy
EPA Environmental Protection Agency
FG Federal Government Publications

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

CFR Code of Federal Regulations
Available from Government Printing Office
DOD Department of Defense
Military Specifications and Standards

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

FED-STD Federal Standard (See FS)

FS Federal Specification
Available from Department of Defense Single Stock Point

Available from Defense Standardization Program

Available from General Services Administration

Available from National Institute of Building Sciences/Whole Building Design Guide

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 USE CHARGES

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

1.03 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.04 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.

PART 2 - PRODUCTS

2.01 TEMPORARY FACILITIES

- A. Field Offices: The Contractor is not required to furnish a field office, but shall provide at the job site duplicates of all correspondence, shop drawings, plans, specifications, samples, etc. required to administer the Project. These duplicates will be permanently kept as reference and shall not be used in the field. Contractor shall provide the Project Engineer and the MDOT Architect with job site and emergency telephone numbers.
- B. Storage and Fabrication Sheds: 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.

2.02 EQUIPMENT

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

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Powder Actuated Tools: The use of powder actuated tools shall be prohibited from use during all phases of the construction, unless explicitly approved in writing, prior to construction, by the Project Engineer.

3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities shall not be permitted.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead unless otherwise indicated.
 - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- F. Telephone Service: Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.03 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Project Engineer schedules Final Completion inspection. Remove before Final Completion. Personnel remaining after Final Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Project Signs: Unauthorized signs are not permitted.
- D. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, and waterway contamination or pollution or other undesirable effects.
- C. 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.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

3.05 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in the work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase (Roof Tear off): Protect materials from water damage and keep porous and organic materials from coming into prolonged contact with existing interior materials.
- C. Partially Enclosed Construction Phase (Roof Installation): After installation of weather barriers (Peel-n-stick membrane) but before full roof replacement, protect as follows:
 - 1. Keep interior spaces reasonably clean and protected from water damage.
 - 2. Discard or replace water-damaged and wet material.
 - 3. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 4. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material.

3.06 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. 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.
- C. Maintenance: Maintain facilities in good operating condition until removal.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- D. 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.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Final Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor.
 2. At Final Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements: Section 01 25 00 "Substitution Procedures" for requests for substitutions.

1.02 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.03 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. MDOT Architect's Action: If necessary, MDOT Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. MDOT Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or ten days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.04 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.

3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.06 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.

B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.

1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.

C. **Submittal Time:** Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

A. **General Product Requirements:** Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. **Standard Products:** If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," MDOT Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Products specified only by reference standards, select any product meeting standards by any manufacturer.
2. 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.
3. Products 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.
4. 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.
5. 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.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

2.02 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 73 00

EXECUTION

PART 1 - GENERAL

1.01 SUMMARY

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

PART 2 - PRODUCTS

2.01 MATERIALS

- A. In-Place Materials: Use materials for repairing damaged materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to MDOT Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roofs for suitable conditions where products and systems are to be installed.
 - 2. Verify compatibility with and suitability of substrates.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

3.03 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Project Engineer and MDOT Architect promptly.

3.04 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Final Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Allow for building movement, including thermal expansion and contraction.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.05 ROOF REMOVAL

- A. Roof Removal, General: Employ skilled workers to perform existing roof removal.
- B. Protection: Protect in-place construction during roof removal to prevent damage. Provide protection from adverse weather conditions.

- C. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Roof Removal: Use methods least likely to damage elements retained or adjoining construction.
 - 1. In general, use hand or small power tools designed for roof removal.
 - 2. Do not remove existing roofing material when inclement weather is interment.
 - 3. Proceed with reroofing Work immediately after roof removal is complete.
 - 4. Protect existing building interiors from water damage.

3.06 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Date of Completion.
- E. Waste Disposal: Do not bury or burn waste materials on-site.
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Date of Completion.
- G. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.07 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Date of Completion.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Section 02 41 26 "Selective Roof Demolition" for disposition of waste resulting from roof removal of buildings.

1.02 DEFINITIONS

- A. Construction Waste: Building materials resulting from construction operations. Construction waste includes packaging.
- B. Demolition Waste: Building materials resulting from selective roof demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.03 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 15 days of date established for the Notice to Proceed.

1.04 INFORMATIONAL SUBMITTALS

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

1.05 QUALITY ASSURANCE

- A. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination."

1.06 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section.

- B. Waste Reduction Work Plan: List each type of waste and whether it will be disposed of in landfill or incinerator.
1. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 2. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
1. Distribute waste management plan to everyone concerned within five days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site.
 3. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 2. Polystyrene Packaging: Separate and bag materials.
 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

3.03 DISPOSAL OF WASTE

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

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Final completion procedures.
 - 2. Warranties.
 - 3. Final cleaning.
 - 4. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 32 33 "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Section 01 78 26 "Maintenance Data" for maintenance manual requirements.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

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 23 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.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- 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. 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 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: All Warranties and Extended Warranties shall use this Date of Completion as the starting date of Warranty Period.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.05 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 01 78 39 - 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

2.01 MATERIALS

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

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting Engineer and Architect final inspection.
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove debris and surface dust from roofs.
 - f. Remove labels that are not permanent.
 - g. Leave Project clean and ready for occupancy.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting Final Inspection.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials. Where damaged or worn items cannot be repaired or restored, provide replacements.
 - 1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

END OF SECTION

SECTION 01 78 26

MAINTENANCE DATA

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for preparing product maintenance manual.

1.02 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

- 1. MDOT Architect will comment on whether content of maintenance submittals are acceptable.
- 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

- B. Format: Submit maintenance manual in the following format:

- 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to MDOT Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
- 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. MDOT Architect will return one copy.

- C. Manual Submittal: Submit each manual in final form prior to requesting Final Inspection.

- 1. Correct or revise each manual to comply with MDOT Architect's comments. Submit two copies of each corrected manual within 15 days of receipt of MDOT Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.01 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material composition.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties: Include copies of warranties and lists of circumstances and conditions that would affect validity of warranties. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.01 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of systems. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section 01 78 39 "Project Record Documents."
- D. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting maintenance documentation.

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Project Manual (Proposal)
 - 3. Record Product Data.
- B. Related Requirements: Section 01 78 26 "Maintenance Data" for maintenance manual requirements.

1.02 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Submittal:
 - 1) Submit PDF electronic files of scanned record prints and two set(s) of marked-up record prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Project Manual (Proposal): Submit two paper copies and one annotated PDF electronic files of Project Manual (Proposal), including addenda and contract modifications.
- C. Record Product Data: Submit two paper copies and one annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS

- A. Record Prints: Maintain two sets of marked-up paper copies of the Contract Drawings (half-size) and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order (Supplemental Agreements) numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Final Completion review marked-up record prints with Project Engineer and MDOT Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Project Engineer and MDOT Architect for resolution.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Consulting Architect (if applicable).
 - e. Name of Contractor.

2.02 RECORD PROJECT MANUAL (PROPOSAL)

- A. Preparation: Mark Project Manual (Proposal) to indicate the actual product installation where installation varies from that indicated in the Technical Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders (Supplemental Agreements), record Product Data, and record Drawings where applicable.
- B. Format: Submit record Project Manual (Proposal) as scanned PDF electronic file(s) of marked-up paper copy of Project Manual (Proposal).

2.03 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders (Supplemental Agreements), record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as scanned PDF electronic file(s) of marked-up paper copy of Product Data.

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Project Engineer's and MDOT Architect's reference during normal working hours.
- C. The information, except Contract Drawings, shall be arranged and labeled by corresponding Specification Section, neatly bound in three ring binders, indexed, and all shop drawings readable without being removed or unstapled.
- D. The name and address of each subcontractor and material supplier shall be listed in front of each binder along with the Project Manual (Proposal).
- E. 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.

END OF SECTION

SECTION 02 41 26

SELECTIVE ROOF DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. Extent of demolition Work is indicated on Drawings. Demolition requires selective removal and subsequent offsite disposal. Buildings are occupied and it will be necessary to maintain access to buildings.
- B. Types of Demolition Work include, but are not limited to the following items:
 - 1. Removal of existing roofing material, felts, insulation and fasteners as indicated on Drawings and as required to accommodate new standing seam metal roofing.

1.02 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site.
- B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed.

1.03 PRE-INSTALLATION MEETINGS

- A. Pre-Demolition Conference: Conduct conference at Project site.

1.04 INFORMATIONAL SUBMITTALS

- A. Pre-Demolition Photographs or Video: Submit before Work begins.

1.05 FIELD CONDITIONS

- A. Owner will occupy buildings immediately adjacent to and including selective roof demolition area. Conduct selective roof demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Project Engineer and MDOT Architect of discrepancies between existing conditions and Drawings before proceeding with selective roof demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Project Engineer and MDOT Architect. Hazardous materials will be removed by Owner under a separate contract.

- E. Storage or sale of removed items or materials on-site is not permitted.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective roof demolition required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure nature and extent of conflict. Promptly submit a written report to Project Engineer and MDOT Architect.
- C. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs. .

3.02 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective roof demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.03 SELECTIVE ROOF DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
 - 1. Neatly remove existing roofing materials. Use methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed to minimize disturbance of adjacent surfaces.
 - 2. Do not begin demolition if inclement weather is interment.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

3. Do not remove more roofing that cannot be replaced on the same day. Protect interior of building from moisture /rain damage.
4. Avoid marring existing finished surfaces that are to remain.
5. Locate selective roof demolition equipment and remove debris and materials so as not to impose excessive loads on supporting framing.
6. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 74 19 "Construction Waste Management and Disposal."

- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective roof demolition

3.04 DISPOSAL OF DEMOLISHED ROOF MATERIALS

- A. General: Remove demolished materials from Project site and legally dispose of them.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from roof by hoist or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
5. Use magnet or other safe means to remove nails and screws from ground surface.

- B. Burning: Do not burn demolished materials.

3.05 CLEANING

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

END OF SECTION

SECTION 07 61 00

SHEET METAL ROOFING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes factory formed, prefinished standing seam metal roof panels with concealed fasteners and related accessories, valleys, hips, ridges, eaves, corners, rakes, miscellaneous flashing, gutters, downspouts, underlayment and attaching devices as shown and / or required for a complete weather-tight metal roofing system.
- B. Related Sections: Section 09 05 15 – Color Design.

1.02 REFERENCES

- A. ASTM A-525 General Requirements for Steel Sheet, Zinc-Coated (Galvanized).
- B. ASTM A-653 Steel Sheet, Zinc-Coated (Galvanized) by Hot Dip Process, Structural Physical Quality.
- C. ASTM E-1646: Static Water Infiltration.
- D. ASTM E-1680: Static Air Infiltration.
- E. Spec Data Sheet - Galvalume Sheet Metal by Bethlehem Corp.
- F. SMACNA - Architectural Sheet Metal Manual.
- G. UL 90 Rating (minimum): Wind Uplift Approval Conforming to Underwriters Lab. (UL) Section 580 Specifications and Complying with 2012 International Building Code requirements and local codes, whichever are more stringent.

1.03 PRE-INSTALLATION MEETINGS

- A. Pre-Installation Conference: Conduct conference at Project site.

1.04 ACTION SUBMITTALS

- A. Product Data: Include manufacturer's technical data and installation instructions for each type of roofing material and accessory required.
- B. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
 - 1. Include details of weatherproofing terminations, and penetrations of metal work.
 - 2. Indicate material type, thickness, finish and color.

- C. Samples: For each type of metal panel indicated.
 - 1. If not one of those specified, include a two-foot by two-foot representative sample of each type of panel and accessory indicating panels, standing seams, closure, edge trim and flashing complete with factory finish and color.
- D. Warranties: Include sample copies of the Paint Finish Guarantee and Weather-tightness Warranty with roof submittal prior to fabrication and installation for MDOT Architect's approval.
 - 1. DO NOT start roofing installation without MDOT Architect's approval of Guarantee and Warranty. Refer to Division 00 Sections for State of Mississippi requirements.

1.05 INFORMATIONAL SUBMITTALS

- A. Include certification prepared, signed, and sealed by a Professional Engineer registered in the State of Mississippi, verifying that roof system meets or exceeds wind uplift requirements as specified herein.
- B. Product test reports. Include results indicating compliance with minimum requirements of the Water Infiltration - ASTM E-1646 performance tests.
- C. Include written proof from manufacturer that installer is approved to install their materials.
- D. Warranties: Sample of special warranties.

1.06 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Warranties: Include executed Warranty per Section 01 77 00 – Closeout Procedures for Owner's signature.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer with 5 years minimum experience, who has completed work similar to that indicated for this project and with a record of successful in-service performance.
 - 1. Include identification of at least 3 projects of similar scope and complexity along with name, address, and telephone number of the Architect, Owner and General Contractor.
- B. Manufacture Qualifications: Company specializing in Architectural Sheet Metal Products with 10 years minimum experience.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Upon receipt of panels and other materials, installer shall examine shipment for damage and completeness.
1. Panels should be stored on edge in a clean, dry place. One end shall be elevated to allow moisture to run off.
 2. Panels with strippable film must not be stored in open exposed to sun.
 3. Stack materials to prevent damage and to allow for adequate ventilation.

1.09 WARRANTY

- A. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
1. Finish Warranty Period: 20 years from Date of Completion.
- B. Special Weather-tightness Warranty: The entire installation (clips, panels, fasteners, rakes, eaves, ridge/valley flashing conditions, roof to wall conditions as well as all materials specified as supplied by manufacturer) shall be guaranteed weather tight for a MINIMUM OF 20 YEARS. This warranty shall be identified as Non-Depreciating, Non-prorated, (No Dollar Limit) and shall not have exclusions that identify valleys, curbs, and flashings. Provide written warranty, signed by metal roofing manufacturer and his authorized installer, agreeing to replace / repair defective materials and workmanship during the warranty period with NO COST to the Owner.
1. Warranty period begins at the Date of Completion as determined by MDOT.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Drawings and Specifications are based on products manufactured by Petersen Aluminum Corp., 1005 Tonne Road, Elk Grove Village, IL 60007. Tel: (800) 323-1960.
- B. Equivalent products by the following manufacturers are acceptable:
1. ACI Building Systems, Inc., Batesville, MS Tel. 662-563-3613.
 2. Architectural Metal Systems, Eufaula, AL. Tel. (334) 687-2032
 3. Englert, Inc., Perth Amboy, NJ, Tel: (732) 826-8614.
 4. Firestone Metal Products/ Una-Clad, Jackson, MS. Tel: (800) 426-7737.
 5. MBCI, Hernando, MS, Tel: (800) 206-6224.
- C. Alternate manufacturers: Products produced by other manufacturers that fully meet or exceed the specified requirements may be considered under provisions of Section 01 25 00- Substitution Procedures and Section 01 60 00-Products Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Recycled Content of Steel Products: Post-consumer recycled content plus one-half of pre-consumer recycled content not less than 25 percent.
- B. Solar Reflectance Index: Not less than 29 when calculated according to ASTM E 1980.
- C. Energy Performance: Provide roof panels that are listed on the EPA / DOE's ENERGY STAR "Roof Product List" for steep-slope roof products.
- D. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:
 - 1. Wind Loads: As required by ICC and local AHJ
 - 2. Deflection Limits: For wind loads, no greater than 1/180 of the span.
- E. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 1680 or ASTM E 283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf / sq. ft.
- F. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.
- G. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
 - 1. Uplift Rating: UL 90.
- H. FM Global Listing: Provide metal roof panels and component materials that comply with requirements in FM Global 4471 as part of a panel roofing system and that are listed in FM Global's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.
 - 1. Fire/Windstorm Classification: Class 1A - 90
 - 2. Hail Resistance: SH.
- I. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.

2.03 STANDING-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weather-tight installation.
1. Steel Panel Systems: Sheet Steel shall be PAC-CLAD 24 gage-minimum, G-90 Galvanized ASTM A 653, or (24 gage-minimum, prefinished Galvalume ASTM 792 Grade 50B with an AZ-50 coating).
 2. Film: Strippable film shall be applied to the top side of the painted coil to protect the finish during fabrication, shipping and field handling. This strippable film shall be removed before installation.

2.04 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
1. Thermal Stability: Stable after testing at 240 deg F; ASTM D 1970.
 2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F; ASTM D 1970.
 3. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carlisle Residential, a division of Carlisle Construction Materials; WIP 300HT.
 - b. CertainTeed; Wintergard HT
 - c. Grace Construction Products, a unit of W. R. Grace & Co.; Grace Ice and Water Shield HT.
 - d. Henry Company; Blueskin PE200 HT.
 - e. Imetco; Dry Dek
- B. Underlayment must be approved and warranted as part of complete roofing system.

2.05 MISCELLANEOUS MATERIALS

- A. Panel Accessories: Provide components required for a complete, weather-tight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
 2. Closure Strips: Closed-cell, expanded, cellular, rubber or cross-linked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or pre-molded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weather-tight construction.

- B. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- C. Gutters and Downspouts: Formed from same material as roof panels according to SMACNA's "Architectural Sheet Metal Manual." Finish to match roof fascia and rake trim.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads.
- E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are non-staining, and do not damage panel finish.
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch wide and 1/8 inch thick.
 - 2. Joint Sealant: ASTM C 920; as recommended in writing by metal panel manufacturer.
 - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.06 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
 - 1. Panels fabricated by a portable roll former will require Project Engineer / MDOT Architect's prior approval.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weather-tight seal and prevent metal-to-metal contact, and that minimize noise from movements.

- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
 - 1. Flashing, hem exposed edges on underside 1/2 inch.
 - 2. Roof sections requiring flashing less than 25 feet should be continuous lengths.
 - 3. Roof sections requiring closures greater than 25 feet shall be flashed using fewest pieces possible.

2.07 PREFORMED METAL ROOFING SYSTEM

- A. System shall be equal to Petersen Aluminum Corp. SNAP-CLAD panel system and shall include, but is not limited to, the following components:
 - 1. Standing Seam Metal Roof Panels with Striations.
 - 2. Preformed Metal Valley Flashing.
 - 3. Preformed Metal Hip Flashing.
 - 4. Preformed Metal Vented Ridge Cap.
 - 5. Concealed fastening clips and fasteners.
 - 6. Preformed Metal Gutters and Downspouts.
 - 7. Miscellaneous Metal Trim Necessary for a Complete System Installation.
- B. Roof Panels: Equal to SNAP-CLAD roof panels with striations shall have 16 inches on center maximum seam spacing, roll-formed in continuous lengths from eave to ridge, with a minimum standing seam height of 1-3/4 inches.

2.08 FINISHES

- A. Panels and Accessories:
 - 1. Two-Coat Fluoropolymer: AAMA 621 Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.
 - 2. Concealed Finish: White or light-colored acrylic or polyester backer finish.
 - 3. Color: Shall be as indicated in Section 09 05 15 for color selection. Color design selected from standard and premium "Cool Colors" of Petersen Aluminum Corp. Other systems, if submitted, shall match selected color.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine wood trusses to ensure proper attachment to framing.
- B. Inspect roof structure to verify deck is clean and smooth, free of depressions, waves or projections, properly sloped to valleys or eaves.
- C. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set, cant strips and reglets in place, and nailing strips located.

- D. Installer shall examine substrate and conditions under which Work is to be performed and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with installation until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 PREPARATION

- A. Miscellaneous Supports: Install sub-framing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.03 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment (Peel and Stick): Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 4 inches. Roll laps with roller. Cover underlayment within 14 days.

1. Roof Deck: Apply over entire roof surface. Underlayment on Building D, Maintenance HQ Office, can remain in place if existing standing seam metal roof is carefully removed without damage to existing underlayment.
2. Vent Pipes: Apply a 24 inch minimum square piece of underlayment lapping over roof deck underlayment; seal tightly to pipe.
3. Vertical Walls/Surfaces: Apply underlayment extending 6 inches minimum up the wall and 12 inches minimum on to the roof surface lapping over roof deck underlayment.
4. Metal Drip Edge: Apply metal drip edge flashing over roof deck underlayment; set tight to rake boards; lap joints 2 inches minimum and seal with plastic cement; secure with nails.

- B. Flashings: Install flashings to cover underlayment to comply with requirements specified.

3.04 METAL PANEL INSTALLATION

- A. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.

1. Install clips to supports with self-tapping fasteners.
2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
4. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.

- 5. Water-tight Installation:
 - a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as recommend in writing by manufacturer as needed to make panels watertight.
 - b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
 - c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.
- B. Accessory Installation: Install accessories with positive anchorage to building and weather-tight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
- C. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
- D. Gutter Supports: Space supports at maximum 48 inches on center, constructed of same material as gutters.
- E. Downspouts Straps: Space straps 72 inches on center maximum (minimum of 3 per downspout), constructed of same material as downspout.

3.05 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions.
 - 1. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer.
 - 2. Touch-up areas scarred during installation with a touch-up paint approved by panel manufacturer.
 - 3. Only minor scratches and fastener heads shall be touched-up; all other damaged material shall be replaced.
- B. Maintain in a clean condition during construction. Remove scrap and construction debris from the site.

END OF SECTION

SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preparation of substrate surfaces to receive materials.
- B. Sealant and joint backing (backer rod) materials and installation in the following general locations (even though not shown on Drawings):
 - 1. Exterior joints, including abutting like or similar materials (in walls, roof and existing canopy to remain).
 - 2. Abutting dissimilar materials, exterior.
 - 3. Penetrations required by piping, and other service and equipment.
 - 4. Other locations, not included above but, specifically required by manufacturers of installed materials / products.
- C. Accessories: Including, but not limited to, primer, cleaner, backer rod, bond breaker, and masking tape.

1.02 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures and Section 09 05 15 – Color Design.

1.03 DEFINITIONS

- A. Whenever the words "caulk" or "seal" occur, they shall be interpreted to mean "effectively seal the indicated joint with a material to render it air and watertight".

1.04 WORK OF OTHER SECTIONS

- A. Caulking and sealing may be performed as Work of other Sections when specified. However, all Work shall conform to the requirements of this Section.

1.05 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each type of sealant required. Product data shall include chemical characteristics, limitations, and color availability.
- B. Samples: For each kind and color of joint sealant required.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.06 INFORMATIONAL SUBMITTALS

- A. Manufacturer's Certificate.
- B. Applicator's experience documentation.
- C. Product test reports.
- D. Preconstruction field-adhesion test reports.
- E. Field-adhesion test reports.
- F. Warranties.

1.07 QUALITY ASSURANCE

- A. Manufacturer's Certificate: Provide manufacturer's letter of certification that products meet or exceed specified requirements and are appropriate for uses indicated.
- B. Applicator: Company specializing in the work of this Section with minimum 3 years documented satisfactory experience.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Deliver caulking and sealant material to the site in original unopened packages with manufacturer's labels, instructions and product identification and lot numbers intact and legible.
- B. Store materials under cover, protected from inclement weather and adverse temperature extremes, in original containers or unopened packages, in accordance with manufacturer's instructions.

1.09 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from Date of Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from Date of Completion.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Drawings and Specifications are based on products manufactured by Pecora Corporation, 165 Wambold Road, Harleysville, PA 19438. Tel: (800) 523-6688.
- B. Equivalent products by the following manufacturers are acceptable:
 - 1. BASF Construction Chemicals, LLC, Building Systems. Shakopee, MN. Tel: (800) 243-6739.
 - 2. Dow Corning Corporation, Midland, MI. Tel: (800) 322-8723.
 - 3. GE Silicones, Waterford, NY. Tel: (518) 233-2639.
 - 4. Tremco, Inc., Beachwood, OH. Tel: (800) 562-2728.
- C. Alternate manufacturers: Products produced by other manufacturers that fully meet or exceed the specified requirements may be considered under provisions of Section 01 25 00- Substitution Procedures and Section 01 60 00-Products Requirements.

2.02 MATERIALS, GENERAL

- A. VOC Content of Interior Sealants: Sealants and sealant primers used inside weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- B. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

2.03 SILICONE JOINT SEALANTS

- A. Silicone Joint Sealant: ASTM C 920.

2.04 URETHANE JOINT SEALANTS

- A. Urethane Joint Sealant: ASTM C 920.

2.05 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

2.06 PREFORMED JOINT SEALANTS

- A. Preformed Foam Joint Sealant: Manufacturer's standard preformed, pre-compressed, open-cell foam sealant manufactured from urethane foam with minimum density of 10 lb/cu. ft. and impregnated with a nondrying, water-repellent agent. Factory produce in pre-compressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.

2.07 JOINT SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bi-cellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.08 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Non-staining, non-absorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
 - 1. Remove laitance and form-release agents from concrete.
 - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.02 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
- F. Clean off excess sealant or sealant smears adjacent to joints as Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

3.03 CURE AND PROTECTION

- A. Cure sealant and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability.
- B. Sealant Supplier / Applicator shall advise Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at Time of Completion.

3.04 JOINT-SEALANT SCHEDULE

- A. Type 1: Use for exterior sealing: Pecora 890NST (one-part Architectural Silicone Sealant). Color(s) to be selected by the Project Engineer / MDOT Architect from manufacturer's full range of standard Architectural colors.

END OF SECTION

SECTION 09 05 15 COLOR DESIGN

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: A coordinated comprehensive Color System in which requirements for materials specified in other Sections of this Specification and / or shown on the Drawings are identified for quality, color, finish, texture and pattern.
- B. Related Sections: Section 01 33 00 – Submittal Procedures.

1.02 MANUFACTURER'S TRADE NAMES

- A. Manufacturer's trade names and number designations used herein identify colors, finishes, textures and patterns for materials and products specified in the technical sections of the Specifications. Wherever such products are referred for selection or approval in other sections, such products shall be understood to be referenced to this Section.
- B. If no color selection is listed herein for products, contact Project Engineer / MDOT Architect for a color selection.
- C. Subject to approval of Project Engineer / MDOT Architect, products of other manufacturers will be considered, provided they are equivalent to quality, colors, finishes, textures and patterns listed and meet requirements of Specifications and Drawings.

1.03 SAMPLES

- A. Color samples shall be submitted for approval prior to applying or installing finishes or items that are included in this Section. See appropriate technical Sections for submittal requirements. Upon receipt of samples, Project Engineer / MDOT Architect may make revisions to Color schedule.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials are specified in other Sections of Specifications. Reference by trade name or manufacturer shall be considered as establishing a standard of quality and shall in no way limit competition.

2.02 MANUFACTURERS

A. The following manufacturers were used in preparing the Color Schedule:

SECTION / MATERIALS	MANUFACTURER / NUMBER & COLOR NAME	COLOR DESCRIPTION
<ul style="list-style-type: none"> 07 61 00 - Sheet Metal Roofing (Building A - Project Office) (Building C - Storage Building) (Building D - Maintenance HQ Office) 	Petersen-Hunter Green (Cool Roof)	(dark green)
<ul style="list-style-type: none"> 07 61 00 - Met Trim, Gutters & DS (Building A - Project Office) (Building C - Storage Building) 	Petersen-White	(white)
<ul style="list-style-type: none"> 07 61 00 - Met Trim, Gutters & DS (Building D - Maintenance HQ Office) 	Petersen-Hunter Green	(dark green)
<ul style="list-style-type: none"> 07 92 00 - Joint Sealants 	Pecora-Match adjacent lighter color	
<ul style="list-style-type: none"> 13 34 19 - Metal Roof Panels (Building B - Old Project Office) (Building E - Maintenance HQ Shop) 	Ceco Snow White (Cool Roof)	(off white)
<ul style="list-style-type: none"> 13 34 19 - Metal Trim, Gutters & DS (Building B - Old Project Office) 	Ceco Snow White	(off white)
<ul style="list-style-type: none"> 13 34 19 - Metal Trim, Gutters & DS (Building E - Maintenance HQ Shop) 	Ceco Hunter Green	(dark green)

PART 3 - EXECUTION

3.01 INSTALLATION / APPLICATION, GENERAL

A. Refer to execution requirements specified in other Sections of this Specification for specific products listed. Colors, finishes, textures or patterns not included in this Color Design will be selected by Project Engineer / MDOT Architect upon written notification and subsequent submittals by Contractor.

END OF SECTION

SECTION 13 34 19 METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Building Types: Existing
2. Exterior Walls: Existing
3. Roof systems: Remove existing roof deck, insulation, gutters and downspouts and reroof using standing seam metal roof panels with thermal insulation blankets, concealed clips, factory-applied sealant, gutters, downspouts, and fasteners.
4. Components and Accessories: Manufacturer's standard building components and accessories may be used, provided components, and accessories, conform to design indicated and specified requirements.

B. Related sections: Colors are specified in Section 09 05 15 - Color Design.

1.02 ROOF PANELS

A. Metal Roofing: Comply with SMACNA Architectural Sheet Metal Manual.

1.03 ACTION SUBMITTALS

A. Product Data: Submit manufacturer's sample warranty and product information for standing seam metal roof components, accessories and color chart.

B. Shop Drawings: Submit Shop Drawings for roofing and components and accessories not fully detailed or dimensioned in manufacturer's product data.

1. Roof Panels and Sheet Metal Accessories: 1/4-inch-scale layouts and 1-1/2-inch-scale details of accessories; show profiles, methods of joining to system components and dissimilar building materials, flashing of each condition for roof penetrations, and anchorage.

C. Certification prepared, signed, and sealed by a Professional Engineer registered in the State of Mississippi, verifying that standing seam metal roof panels meet loading requirements and codes (IBC 2012), including design calculations.

D. Submit sample copies of the Paint Finish Guarantee and Weather Tightness Warranty prior to fabrication and installation for MDOT Architect's approval. DO NOT start roofing installation without MDOT Architect's approval of Guarantee and Warranty. Refer to Division 00 Sections for State of Mississippi requirements.

1.04 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Executed copies of Paint Finish Guarantee and Weather Tightness Warranty.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide buildings manufactured by a firm with 10 years experience in manufacturing standing seam metal roof panels similar to those indicated.
 - 1. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
- B. Installer Qualifications: An experienced installer, with five (5) years minimum experience, who specializes in installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.
- C. Pre-installation Conference: Conduct conference at Project site.

1.06 WARRANTY

- A. Special Warranty on Metal Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: Twenty (20) years from Date of Completion.
- B. Special Weather-tightness Warranty for Standing-Seam Metal Roof Panels:
 - 1. The entire installation (clips, panels, fasteners, rakes, eaves, ridge/valley flashing conditions, roof to wall conditions as well as all materials specified as supplied by the manufacturer) shall be guaranteed weather tight for a minimum of twenty (20) YEARS.
 - 2. This warranty shall be identified as neither Non-Depreciating, Non-prorated nor have exclusions that identify valleys, curbs, and flashings.
 - 3. Provide written warranty, signed by the manufacturer and his authorized installer / dealer, agreeing to replace / repair defective materials and workmanship with NO COST (NDL) to the Owner during the warranty period.
 - 4. Warranty period begins at the Date of Completion as determined by MDOT

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Drawings and Specifications are based on products manufactured by Ceco Building.
- B. Division, P. O. Box 6500, Columbus, MS 39703. Tel. (662) 328-6722.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

- C. Comparable product by one of the following manufacturers are acceptable:
 - 1. ACI Building Systems, Inc., Batesville, MS Tel. 662-563-4574.
 - 2. Gulf States Manufacturers, Inc.; Starkville, MS. Tel.: (662) 323-8021.
 - 3. MBCI, Hernando, MS, Tel: (800) 206-6224
- D. Substitutions shall fully comply with specified requirements in Section 01 25 00 - Substitution Procedures and Section 01 60 00 - Product Requirements.

2.02 METAL STANDING SEAM METAL ROOF SYSTEM PERFORMANCE

- A. Delegated Design: Design standing seam metal roof system, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Standing seam metal roof systems shall be designed according to procedures in MBMA's "Metal Building Systems Manual."
 - 1. Design Loads: As required by MBMA's "Metal Building Systems Manual" and ASCE/SEI 7.
 - 2. Metal panel assemblies shall withstand the effects of gravity loads and loads and stresses within limits and under conditions indicated according to ASTM E 1592.
- C. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F material surfaces.
- D. Air Infiltration for Metal Roof Panels: Air leakage through assembly of not more than 0.06 cfm/sq. ft. of roof area when tested according to ASTM E 1680 at negative test-pressure difference of 1.57 lbf/sq. ft.
- E. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E 1646 at test-pressure difference of 2.86 lbf/sq. ft.
- F. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for Class 90.
- G. Solar Reflectance Index: Not less than 78 when calculated according to ASTM E 1980 based on testing identical products by a qualified testing agency.
- H. Energy Performance: Provide roof panels that are listed on the DOE's ENERGY STAR Roof Products Qualified Product List for low-slope roof products.

2.03 METAL ROOF PANELS

- A. Standing-Seam Metal Roof Panels: Equal to Double-Lok Standing Seam Panel, 3 inches high with 24 inches wide coverage, 24 gage, Galvalume. Roof shall have a Kynar 500 (70 percent PVDF) color coating finish. Standard colors from manufacturer's full range of colors to be selected by Project Engineer / MDOT Architect.

2.04 THERMAL INSULATION (Standing seam metal roof panels)

- A. Glass-fiber blanket: Comply with ASTM C 167, 0.8 lb. per cubic foot density, 4 inches thickness, R 13, with UL flame spread classification of 25 or less, and 2-inch wide continuous vapor tight edge tabs.
- B. Vapor Barrier: Facing shall be equal to Lamtec Corporation model WMP-50. Facing shall be composed of 0.0015 inch white polypropylene film, 5 by 5 tri-directional scrim reinforcing layer, and 0.0005 inch metallized polyester film backing layer. The facing shall have a water vapor transmission rate of 0.02 US perm (ASTM E96, Procedure A), a beach puncture of 125 scale units and a mullen burst of 120 psi. Tensile strength shall be 65 lbs/inch width in the machine direction and 60 lbs/inch width in the cross-machine direction.
- C. Retainer Strips: 26 gage (0.0179-inch) formed galvanized steel retainer clips colored to match insulation facing.

2.05 ACCESSORIES

- A. General: Provide accessories as standard with standing seam metal roof system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
 - 1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
- B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
- C. Flashing and Trim: Formed from 24 gage nominal-thickness, zinc-coated steel sheet (galvanized G-90) or aluminum-zinc alloy-coated steel sheet prepainted with coil coating (Kynar 500 with 70 percent PVDF); finished to match adjacent metal panels, unless indicated otherwise.

- D. Gutters: Formed from 24 gage nominal-thickness, zinc-coated (galvanized G-90) steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating (Kynar 500 with 70 percent PVDF) ; finished to match roof fascia and rake trim. Box-shaped profile, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 20'-0" long sections, sized according to SMACNA's "Architectural Sheet Metal Manual."
 - 1. Gutter Supports: Fabricated from same material and finish as gutters
 - a. Provide supports spaced at maximum of 4'-0" on center.
 - 2. Strainers: Aluminum wire ball type at outlets.

- E. Downspouts: Formed from 24 gage nominal-thickness (smooth, not corrugated), zinc-coated (galvanized G90) steel sheet or aluminum-zinc alloy-coated steel sheet pre-painted with coil coating (Kynar 500 with 70 percent PVDF). Fabricate in full-length long sections (rectangular-shaped), complete with formed elbows and offsets.
 - 1. Mounting Straps: Fabricated from same material and finish as gutters.
 - a. Straps shall be spaced 5'-0" on center maximum (minimum of 3 required per downspout).
 - b. Strap edges shall be rolled or smooth.

- F. Pipe Flashing: Pre-molded, EPDM pipe collar with flexible aluminum ring bonded to base.

2.06 FABRICATION

- A. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

PART 3 - EXECUTION

3.01 METAL ROOF PANEL INSTALLATION, GENERAL

- A. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Field cut metal panels as required for openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.
 - a. Field cutting of metal panels by torch is not permitted.
 - 2. Install metal panels perpendicular to structural supports unless otherwise indicated.
 - 3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
 - 4. Locate and space fastenings in uniform horizontal alignment.
 - 5. Locate metal panel splices over, but not attached to, structural supports with end laps in alignment.
 - 6. Lap metal flashing over metal panels to allow moisture to run over and off the material.

- B. Lap-Seam Metal Panels: Install screw fasteners using power tools with controlled torque adjusted to compress EPDM washers tightly without damage to washers, screw threads, or metal panels. Install screws in predrilled holes.
 - 1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weather-tight enclosure. Avoid "panel creep" or application not true to line.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.
- D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal roof panel assemblies. Provide types of gaskets, fillers, and sealants recommended by metal roof panel manufacturer.
 - 1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal roof panel manufacturer.
 - 2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."

3.02 METAL ROOF PANEL INSTALLATION

- A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.
 - 1. Install ridge and hip caps as metal roof panel work proceeds.
 - 2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.
- B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint, at location and spacing and with fasteners recommended by manufacturer.
 - 1. Install clips to supports with self-drilling or self-tapping fasteners.
 - 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 - 3. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so that clip, metal roof panel, and factory-applied sealant are completely engaged.
 - 4. Rigidly fasten eave end of metal roof panels and allow ridge end free movement due to thermal expansion and contraction. Predrill panels for fasteners.
 - 5. Provide metal closures at peaks, rake edges, rake walls, and each side of ridge and hip caps.
- C. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.03 THERMAL INSULATION INSTALLATION

- A. General: Install insulation concurrently with metal panel installation, in thickness indicated to cover entire surface, according to manufacturer's written instructions.
1. Set vapor-retarder-faced units with vapor retarder toward warm side of construction unless otherwise indicated. Do not obstruct ventilation spaces except for fire-stopping.
 2. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to the surrounding construction to ensure airtight installation.
 3. Install factory-laminated, vapor-retarder-faced blankets straight and true in one-piece lengths, with both sets of facing tabs sealed, to provide a complete vapor retarder.
- B. Blanket Roof Insulation: Comply with the following installation method:
1. Over-Purlin-with-Spacer-Block Installation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Install layer of filler insulation over first layer to fill space formed by metal roof panel standoffs. Hold in place by panels fastened to standoffs.
 - a. Thermal Spacer Blocks: Where metal roof panels attach directly to purlins, install thermal spacer blocks.
 2. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.

3.04 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to existing building framing and weather-tight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 2. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual."
1. Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 2. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

3. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
4. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
 - a. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection.
 - b. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than 36 inches on center using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.
- D. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches on center in between.
 1. Provide elbows at base of downspouts to direct water away from building.
- E. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to panel as recommended by manufacturer.

END OF SECTION

Project Number BWO-5137-61(002) 502907/301000
BWO-5051-61(002) 502907/302000
BWO-5150-61(002) 502907/303000
BWO-5188-61(002) 502907/304000
BWO-5031-61(003) 502907/305000

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

PROCUREMENT AND CONTRACTING FORMS

DIVISION 50

S E C T I O N 9 0 5 - P R O P O S A L

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

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.

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) hereby certify by execution of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Commission. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Commission to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Commission's election upon award. Failure to so execute at the Commission's request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

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.

Section 905

BWO-5031-61(003) / 502907305, BWO-5137-61(002) / 502907301,
BWO-5051-61(002) / 502907302, BWO-5150-61(002) / 502907303,
BWO-5188-61(002) / 502907304

Proposal (Sheet 2 - 1)

RANKIN

Work necessary to Repair the Hail Damage to the Whitfield Offices, known as State Project Nos. BWO-5137-61(002), BWO-5051-61(002), BWO-5150-61(002), BWO-5188-61(002), & BWO-5031-61(003) / 502907301 ,302, 303, 304, & 305 in Rankin County.

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
				Building Items	
0010	1560-A001		1	Lump Sum	Repair of Existing Project Office Roof
0020	1560-A001		1	Lump Sum	Repair of Existing Old Project Office Roof
0030	1560-A001		1	Lump Sum	Repair of Existing Storage Building Roof
0040	1560-A001		1	Lump Sum	Repair of Existing Maintenance Offices Roof
0050	1560-A001		1	Lump Sum	Repair of Existing Maintenance Shop Building Roof

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We) agree to complete each contract on or before its specified completion date.

COMBINATION BID PROPOSAL

This proposal is tendered as one part of a Combination Bid Proposal utilizing option ___* of Subsection 102.11 on the following contracts:

* Option to be shown as either (a), (b), or (c).

	<u>Project No.</u>	<u>County</u>	<u>Project No.</u>	<u>County</u>
1.	_____	_____	6.	_____
2.	_____	_____	7.	_____
3.	_____	_____	8.	_____
4.	_____	_____	9.	_____
5.	_____	_____	10.	_____

(a) If Combination A has been selected, your Combination Bid is complete.

(b) If Combination B has been selected, then complete the following page.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
2. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
3. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
4. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
5. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
6. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
7. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
8. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9. _____	_____ _____	_____ _____	_____ _____	_____ _____	_____
10. _____	_____ _____	_____ _____	_____ _____	_____ _____	_____

(c) If Combination C has been selected, then initial and complete ONE of the following.

_____ I (We) desire to be awarded work not to exceed a total monetary value of \$ _____.

_____ I (We) desire to be awarded work not to exceed _____ number of contracts.

TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF
TRANSPORTATION
JACKSON, MISSISSIPPI

CERTIFICATE

If awarded this contract, I (we) contemplate that portions of the contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

NOTE: Insert name and address of subcontractors. (Subcontracts equal to or in excess of fifty thousand dollars (\$50,000.00) ONLY.)

_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)

NOTE: Failure to complete the above DOES NOT preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

Contractor _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

I, _____,
(Name of person submitting certification)

individually, and in my capacity as _____ of
(Title)

(Name of Firm, Partnership, or Corporation)

do hereby certify under penalty of perjury under the laws of the United States and the State of Mississippi that

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **BWO-5031-61(003) / 502907305, BWO-5051-61(002) / 502907302, BWO-5137-61(002) / 502907301, BWO-5150-61(002) / 502907303 & BWO-5188-61(002) / 502907304**,

in Rankin County(ies), Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Initial here _____ if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

I, _____,
(Name of person submitting certification)

individually, and in my capacity as _____ of
(Title)

(Name of Firm, Partnership, or Corporation)

do hereby certify under penalty of perjury under the laws of the United States and the State of Mississippi that

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **BWO-5031-61(003) / 502907305, BWO-5051-61(002) / 502907302, BWO-5137-61(002) / 502907301, BWO-5150-61(002) / 502907303 & BWO-5188-61(002) / 502907304**

in **Rankin** County(ies), Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Initial here _____ if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

S E C T I O N 9 0 2

CONTRACT FOR BWO-5031-61(003) / 502907305, BWO-5051-61(002) / 502907302, BWO-5137-61(002) / 502907301, BWO-5150-61(002) / 502907303 & BWO-5188-61(002) / 502907304

LOCATED IN THE COUNTY(IES) OF Rankin

STATE OF MISSISSIPPI,
COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the _____ day of _____, _____.

Contractor (s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

Signed and sealed in the presence of:
(names and addresses of witnesses)

Executive Director

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the ____ day of _____, _____, Minute Book No. _____, Page No. _____.

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

Bond #(s) _____

CONTRACT BOND FOR: **BWO-5031-61(003) / 502907305, BWO-5051-61(002) / 502907302,**
BWO-5137-61(002) / 502907301, BWO-5150-61(002) / 502907303 & BWO-5188-61(002) /
502907304

LOCATED IN THE COUNTY(IES) OF: **Rankin**

STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____
(Contractor)

_____ Principal, a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date shown below, are held and firmly bound unto the State of Mississippi in the sum of _____

_____ Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said _____

principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____

_____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages,

any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____ (Contractors) Principal	_____ Surety
By _____	By _____ (Signature) Attorney in Fact
	Address _____ _____ _____
Title _____ (Contractor's Seal)	_____ (Printed) MS Agent
	_____ (Signature) MS Agent
	Address _____ _____ _____
	_____ (Surety Seal)
	_____ Mississippi Insurance ID Number



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

as Principal, hereinafter called the Principal, and _____
Surety

a corporation duly organized under the laws of the state of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Mississippi, Jackson, Mississippi

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**

Dollars (\$ _____)

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Work necessary to Repair the Hail Damage to the Whitfield Offices, known as State Project Nos. BWO-5137-61(002), BWO-5051-61(002), BWO-5150-61(002), BWO-5188-61(002), & BWO-5031-61(003) / 502907301 ,302, 303, 304, & 305 in Rankin County.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this _____ day of _____, 20__

(Principal) (Seal)

(Witness) By: _____
(Name) (Title)

(Surety) (Seal)

(Witness) By: _____
(Attorney-in-Fact)

MS Agent

Mississippi Insurance ID Number