



SM No. CBWO5174500021

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF

09

Work Necessary for Renovations to the Philadelphia Project Office, known as State  
Project No. BWO-5174-50(002) / 503123301 in Neshoba County.

Project Completion: 06/28/2019

**(STATE DELEGATED)**

### NOTICE

**BIDDERS MUST COMPLETE AN ONLINE REQUEST  
FOR PERMISSION TO BID THIS PROJECT.**

Electronic addendum updates will be posted on [www.gomdot.com](http://www.gomdot.com)

## SECTION 900 OF THE CURRENT 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION JACKSON, MISSISSIPPI

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, August 28, 2018, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Work Necessary for Renovations to the Philadelphia Project Office, known as State Project No. BWO-5174-50(002) / 503123301 in Neshoba County.

The attention of bidders is directed to the predetermined minimum wage rate set by the U. S. Department of Labor under the Fair Labor Standards Act.

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

Plans and specifications are on file in the offices of the Mississippi Department of Transportation.

Contractors may request permission to bid online at <http://shopmdot.ms.gov> at no cost. Upon approval, Contractors shall be eligible to submit a bid using Bid Express at <http://bidx.com>. Specimen proposals may be viewed and downloaded online at no cost at <http://mdot.ms.gov> or purchased online at <http://shopmdot.ms.gov> at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. Cash or checks will not be accepted as payment.

Plans must be purchased online at <https://shopmdot.ms.gov>. Costs of plans will be on a per sheet basis plus a small convenience fee. If you have any questions, you can contact the MDOT Plans Print Shop at (601) 359-7460, or e-mail at [plans@mdot.state.ms.us](mailto:plans@mdot.state.ms.us). Plans will be shipped upon receipt of payment. Cash or checks will not be accepted as payment.

Bid bond, signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent, with Power of Attorney attached, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

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

MELINDA L. MCGRATH  
EXECUTIVE DIRECTOR

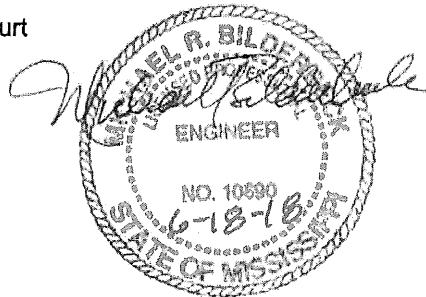
DOCUMENT 00 01 07

SEAL PAGE

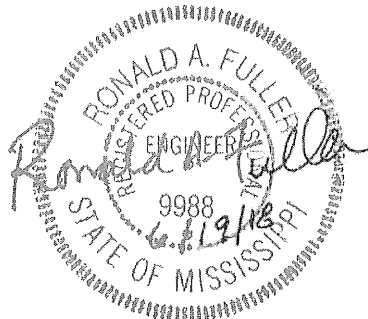
Architectural  
Joseph R. Perkins, Architect  
MDOT-ASU  
201 N. West Street  
Jackson, MS 39201 (601) 359-7292



Plumbing / Mechanical  
Pickering Firm  
6775 Lenox Center Court  
Suite 300  
Memphis, TN 38115



Electrical  
Pickering Firm  
6775 Lenox Center Court  
Suite 300  
Memphis, TN 38115



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PROJECT NUMBER: BWO-5174-50(002) 503123

DATE: June-18, 2018

**DESCRIPTION A:** This Work shall consist of minor site work and all construction work necessary for HVAC and Lighting Replacement in the District Five Project Office in Philadelphia, Neshoba County, Mississippi, Project No. BWO-5174-50(002) 503123 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 building renovation including all code compliance. Omission of items or instruction necessary or considered standard good practice for the proper installation and construction of the building renovation shall not relieve the Contractor of furnishing and installing such items and conforming to the building codes having jurisdiction.

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## LIST OF DRAWINGS

## 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:

<b>WORKING NUMBER</b>	<b>SHEET NUMBER</b>	<b>DESCRIPTION</b>
---	1	TITLE SHEET
T101	2	INDEX OF DRAWINGS AND LEGEND
A001	3	DEMOLITION PLAN
A201	4	FINISH FLOOR PLAN
P130	5	PLUMBING FLOOR PLAN
M0.1	6	HVAC SCHEDULES, GENERAL NOTES AND LEGEND
M120	7	HVAC DEMOLITION FLOOR PLAN
M130	8	HVAC RENOVATION FLOOR PLAN
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## PART 3 – EXECUTION – NOT USED

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## INSTRUCTIONS TO BIDDERS

## 1.01 QUESTIONS

- A. Questions Regarding Bidding: Bidders are advised that all questions that arise regarding the contract documents (proposal) or plans on this project shall be directed to the [www.gomdot.com](http://www.gomdot.com) current letting webpage. Click on the call number for this project to open an email form to submit your question. Questions must be submitted by 8:00 a.m. on the Thursday prior to the letting. Answers to questions will be posted by 5:00 p.m. on the Thursday prior to the letting. Answers can be viewed by clicking on Q&A link under the Proposal Addenda column.
- B. It shall be the Bidders responsibility to familiarize themselves with the questions and answers that have been submitted on this project. Bidders are advised that by signing the contract documents for this project, they agree that the on-line Questions and Answers submitted on this project shall be added to and made part of the official contract.

## 1.02 BIDDER'S QUALIFICATIONS

- A. Prequalification of Bidders: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.01 – Prequalification of Bidders.

## 1.03 NON-RESIDENT BIDDER

- A. Consideration of Proposals: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 103 – Award and Execution of Contract, Subsection 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 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.05 – Examination of Plans, Specifications, Special Provisions, Notice to Bidders and Site Work.
- B. There will be no Pre-Bid Meeting, but failure to visit the site prior to submitting a bid will in no way relieve the successful Bidder from furnishing materials or performing work required to complete Work in accordance with Drawings and Project Manual (Proposal).

## 1.06 LAWS AND REGULATIONS

- A. Laws and Regulations: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 107 – Legal Relations and Responsibility to Public, Subsection 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, mechanical and electrical construction (including Pay Items) 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 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.06 – Preparation of Proposal.

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.

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 <https://corp.sos.ms.gov/corp/portal/c/page/corpBusinessIdSearch/portal.aspx?#clear=1> which should be the same as you applied for at the Mississippi Board of Contractors <http://www.msdoc.us/>
- C. Legal Address: The address appearing on the Proposal Form should be the same address exact as recorded at the Secretary of State <https://corp.sos.ms.gov/corp/portal/c/page/corpBusinessIdSearch/portal.aspx?#clear=1> which should be the same as you applied for at the Mississippi Board of Contractors <http://www.msdoc.us/>

- 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 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.08 – Proposal Guaranty with the exception that the first and second paragraphs in Subsection 102.08 on page 20 should be deleted and substitute:
  - 1. No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 103.05.1, 103.05.2, and as required by law.
  - 2. If a bid bond is offered as guaranty, the bond must be made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 103.05.2, applicable.

1.15 POWER OF ATTORNEY

- A. Power of Attorney: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 103 – Award and Execution of Contract, Subsection 103.05 – Requirement of Contract Bond.

1.16 SUBMITTAL

- A. Delivery of Proposals: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 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 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.12 – Public Opening of Proposal.

1.19 IRREGULARITIES

- A. Irregular Proposals: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.07 – Irregular Proposal. Proposals will be considered irregular and may be rejected for any of the following reasons:
1. If the proposal is on a form other than that furnished by the Department, or if the form is altered or any part thereof is detached except that is allowed.
  2. If there are unauthorized additions, conditions or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
  3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.
  4. If the proposal, Section 905, does not contain acknowledgement of receipt and addition to the proposal and contract documents of all addenda.
  5. Failure to execute required affidavits, certificates, etc., and furnish proposal guaranty.
  6. The Commission reserves the right, for any reason, to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the Commission to reject any bid or proposal shall not be cause for any liability or damage against the Commission, the Department, or any of its officers or employees.

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 2017 Edition Section 103 – Award and Execution of Contract, Subsection 103.02 – Award of Contract.
- B. Consideration of Proposal: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 103 – Award and Execution of Contract, Subsection 103.01 – Consideration of Proposal. .

1.23 FAILURE TO ENTER INTO A CONTRACT

- A. Failure to Execute Contract: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 103 – Award and Execution of Contract, Subsection 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 2017 Edition Section 103 – Award and Execution of Contract, Subsection 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..
2. Alternates:  
☐ Fill-in each alternates amount in 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 <https://corp.sos.ms.gov/corp/portal/c/page/corpBusinessIdSearch/portal.aspx?clear=1> which should be the same as you applied for at the Mississippi Board of Contractors <http://www.msdoc.us/>  
☐ 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.

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: Kerry Harris – Contract Administration (601) 359-7700
  2. Bid Forms: Neal Dougherty – Contract Admin. Director (601) 359-7730
  3. Specifications: Shane Martin – Assist. Construction Engr. (601) 359-7301
  4. Drawings: Shane Martin – Assist. Construction Engr. (601) 359-7301
  5. Bidder's List & Specimen Proposals are available online at:  
<http://www.gomdot.com/Applications/BidSystem/Home.aspx>

END OF DOCUMENT

DOCUMENT 00 22 13

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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 2017 Edition Section 107 – Legal Relations and Responsibility to Public, Subsection 107.18 – Contractor's Responsibility for Utility Property and services.

1.03 PLANT PEST QUARANTINES INFORMATION

- A. Quarantine Information: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 107 – Legal Relations and Responsibility to Public, Subsection 107.22.7 – Quarantine Information.

1.04 PROMPT PAYMENT

- A. General: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 108 – Prosecution and Progress, Subsection 108.01.1 – General.

1.05 ALTERATIONS IN BIDDING PROCESS

- A. Preparation of Proposal: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 907-102.06 – Preparation of Proposal (as amended).

1.06 CONTRACT TIME

- A. It is anticipated that the Notice of Award will be issued by not later than September 11, 2018 and date for the Notice to Proceed / Beginning of Contract Time will be simultaneous with the Execution of the Contract.
- B. The calendar date for completion of this Contract shall be June 28, 2019 which date or extended date as provided in Article 8 - TIME shall be the end of contract time.
- C. Construction Schedule: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 108 – Prosecution and Progress (as amended).
- D. A Construction Schedule as described in Section 01 32 00-Construction Progress Documentation of these Specifications will be required for building construction.

1.07 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**. There are no "Specialty Items" included in this Project.

END OF DOCUMENT

DOCUMENT 00 72 00

GENERAL CONDITIONS

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.

END OF DOCUMENT



# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

PHILADELPHIA PROJECT OFFICE HVAC AND LIGHTING REPLACEMENT IN  
PHILADELPHIA, NESHOPA COUNTY, MISSISSIPPI

BWO-5174-50(002) 503123

### 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)*

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- 8 TIME
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### 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.

Init.

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User Notes:

## 15 CLAIMS AND DISPUTES

Init.

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User Notes:

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(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

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## 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

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indicated results. In the event of a conflict between or among the Contract Documents, Contractor shall perform 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 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.

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## 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,

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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

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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.

§ 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.

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§ 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.

§ 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.

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### § 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.

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## 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.

§ 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 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.

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## 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

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- .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.

## 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.

*(Paragraph Deleted)*

§ 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.

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§ 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;

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- .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.

§ 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.

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## 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.

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.

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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.

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§ 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 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.

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§ 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.

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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

§ 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.

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### § 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

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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.

#### § 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;

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- .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	1,000,000.00	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 (Combined Single Limit)	\$500,000.00	Per Occurrence
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:**

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User Notes:

(Umbrella on projects over \$500,000) Bodily Injury & Property Damage (Combined Single Limit)	\$1,000,000.00	Aggregate
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#### **.5 WORKERS' COMPENSATION:**

(As required by Statute)

<b>EMPLOYERS' LIABILITY</b>		
Accident	\$100,000.00	Per Occurrence
Disease	500,000.00	Policy Limit
Disease	100,000.00	Per Employee

#### **.6 PROPERTY INSURANCE:**

Builder's Risk Or	Equal to Value of Work
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 11.1.5.

#### **§ 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.

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(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

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#### § 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.

§ 12.2.2.2 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.

§ 12.2.2.3 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.

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§ 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 laws of the State of Mississippi 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 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.

.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.

§ 15.1.5.4 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

Init.

#### § 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, 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.

#### § 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.

*(Paragraph Deleted)*

§ 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.

Init.

§ 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.

DOCUMENT 00 91 13

ADDENDA

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.

END OF DOCUMENT

## 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 construct HVAC and Lighting Replacement and other work indicated on the Drawings in the District Five Project Office in Philadelphia, Neshoba County, Mississippi.
- B. Time of Completion: The completion of this Work is to be on or before the time indicated on the Owner and Contractor Agreement.
- C. Contractor's Duties:
  - 1. Except as specifically noted, provide and pay for:
    - a. Labor, materials, equipment.
    - b. Tools, construction equipment, and machinery.
    - c. Other facilities and services necessary for proper execution and completion of the Work.
  - 2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
  - 3. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids:
    - a. Permits.
    - b. Government Fees.
    - c. Licenses.
  - 4. Give required notices
  - 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of Work.
  - 6. Promptly submit written notice to Project Engineer of observed variance of Contract Documents from legal requirements. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for Work known to be contrary to such requirements, without notice.
  - 7. Enforce strict discipline and good order among employees. Do not employ on Work, unfit persons or persons not skilled in assigned task.
  - 8. Schedule of Values: Submit 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.
  - 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 and one copy to the Project Engineer and to the MDOT Architect CAD-720 form - REQUEST FOR PERMISSION TO SUBCONTRACT for each subcontractor before they are allowed to perform any Work.

10. Coordination: The Contractor is responsible for the coordination of the total Project. All subcontractors will cooperate with the Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their Work. Refer to Section 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 to the area indicated on the Drawings.

#### 1.03 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Limits: Confine construction operations to areas where work is described.
  2. Driveways, Walkways and Entrances: Keep driveways, loading areas, 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.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

#### 1.04 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) 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 day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing adjacent occupied or used facilities. Do not obstruct other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

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

#### 1.06 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 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.
  - 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: \_\_\_\_\_

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 it's full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document 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.
- 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 electronic pdf copy of the Schedule of Values to the MDOT Architect, with a copy 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. This copy of the Schedule of Values will be reviewed as Submittal No.1. A copy of this submittal will be reviewed by the MDOT Architect and Mechanical / Electrical Consultants. One copy will be retained by MDOT Architectural Services, one by Mechanical / Electrical Consultants, 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 one returned to the Contractor.
- 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.
  - 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.

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 electronic pdf copy of each Application for Payment to the Project Engineer and 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.
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 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 Three. The Work includes HVAC and Lighting Replacement in the District Five Project Office at Philadelphia, Neshoba County, Mississippi. The Contract Sum shall be full compensation for all site work, for furnishing all materials, and all other Work and effort of whatever nature in the construction of the buildings, installation of underground and other equipment, and final clean-up of the area. It shall also be complete compensation for all equipment, tools, labor, and incidentals necessary to complete the Work.

B. Payment will be made under:

1. Description A:  
MDOT Project No. BWO-5174-50(002) 503123  
HVAC and Lighting Replacement in the District Five  
Project Office at Philadelphia, Neshoba County, MS

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
- 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. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of Mechanical and Electrical Work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy, if required.
- E. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.06 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.
- 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.
- 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.
  - 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: The Project Engineer, with the assistance of the MDOT Architect, will preside over and administer this meeting.

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 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 building.
  - 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 material storage areas.
  - v. Equipment deliveries and priorities.
  - w. First aid.
  - x. Security.
  - y. Progress cleaning.
4. Minutes: Record and distribute meeting minutes.

G. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. 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.
2. 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. Possible conflicts.
  - i. Compatibility problems.

- j. Time schedules.
  - k. Weather limitations.
  - l. Manufacturer's written instructions.
  - m. Warranty requirements.
  - n. Compatibility of materials.
  - o. Acceptability of substrates.
  - p. Temporary facilities and controls.
  - q. Space and access limitations.
  - r. Regulations of authorities having jurisdiction.
  - s. Testing and inspecting requirements.
  - t. Installation procedures.
  - u. Coordination with other work.
  - v. Required performance results.
  - w. Protection of adjacent work.
  - x. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. 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.

H. 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) and his Consultants, the General Contractor, and all Subcontractors as pertinent to the agenda.
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 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Section 01 79 00 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

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. Paper Submittals are required for sheets larger than 11 by 17 inches.
  - 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.

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: Electronic pdf submittals are required for pages smaller than 11 by 17 inches. 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.
    - 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 / color charts 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 for 8 1/2 by 11 inches and 11 by 17 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 eight paper (required for all submittals over 11 by 17 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 or one electronic pdf copy 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.
  - 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 electronic pdf file.

- 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 11 by 17 inches, but no larger than 24 by 36 inches.
  3. Submit Shop Drawings in the following format:
    - a. Submit eight 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.
  3. 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.
  4. 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.

5. 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. Field Samples and Mock-Ups: Erect on Project Site at location acceptable to Project Engineer.
  1. Construct each sample or mock-up complete, including Work of all trades required in the finished Work. Field Samples are used to determine standards in materials, color, texture, workmanship, and overall appearance.
  2. Work shall not be allowed using these materials until the mock-up is approved.
  3. The mock-up shall not be destroyed, until after the Work it represents is finished, without permission of the Project Engineer. This mock-up shall be used as a standard to compare to the Work it represents for color, craftsmanship, overall appearance, and how the different materials make up the whole system.
  
- F. 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 pdf file for sheets less than 11 by 17 inches.
    - b. Four paper copies (for sheets larger than 11 by 17 inches) of product schedule or list unless otherwise indicated. Architect will return two copies.
  
- G. Coordination Drawings Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
  
- H. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
  
- I. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
  
- J. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
  
- K. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
  
- L. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
  
- M. 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.

- N. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- O. 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.
- P. 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.
- Q. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- R. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- S. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- T. 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.
- U. 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.
- V. Schedule of Tests and Inspections: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- W. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- X. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- Y. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Z. 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.
- 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.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## 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 / Consultants 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, one copy to the Materials Engineer (if concrete), and one (or the remainder (if paper submittal) to the Contractor. MDOT Architect / Consultants will stamp each submittal with an action stamp and will mark appropriately to indicate action. Consultants will retain one copy of reviewed submittals.
- 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.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

## SECTION 01 35 16

## ALTERATION PROJECT PROCEDURES

## PART 1 - GENERAL

## 1.01 SUMMARY

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

## 1.02 PROJECT COORDINATION

- A. Definition: Project Coordination is the process utilized to guide all participants in the Project's construction and includes assigning, scheduling, expediting, reviewing, and modifying, as appropriate, the activities required to produce the total Work to the designated quality and within the assigned time.
- B. Responsibility: Except otherwise provided by the Contract Documents, all Project Coordination shall be the entire responsibility of the Contractor. The Contractor shall set forth procedures and conditions for coordination of the Work and shall personally be responsible for the implementation of the required coordination which shall include the following:
  - 1. Communications: Establish lines of authority and communication at the Job Site.
  - 2. General Coordination: Closely coordinate all work of Project participants to effect quality construction and steady progress in all phases and aspects of the Work with a minimum of delays and interference.
  - 3. Special Coordination Give additional careful attention to the work of the following:
    - a. Mechanical / Electrical Subcontractors and be responsible for the following:
      - 1) Establishment of locations, clearances and precedence for all piping, conduit and ductwork (underground and above ceilings).
      - 2) Submittal of Schematic Drawings giving location and clearance information for Architect / Engineer review.
  - 4. Supervision: Supervise the activities of every phase of the Work of the Project. Make frequent inspections of the Work to determine progress and quality; proceed immediately to remedy problems and to effect changes needed in the construction process and personnel.
  - 5. Interpretation of Contract Documents:
    - a. Consultation: Consult with MDOT Architect to obtain interpretations.
    - b. Assistance: Assist in resolution of questions.
    - c. Stop work not in accordance with the requirements of the Contract Documents.
  - 6. Division One: Coordinate requirements of Division One and specifically as follows:
    - a. Testing: Coordinate all required testing. Refer to Section 01 45 23.
    - b. Temporary Facilities and Controls: Allocate, maintain and monitor all temporary facilities. Refer to Section 01 50 00.

- c. Cutting and Patching: Supervise and control all cutting and patching. Refer to Section 01 73 00 - Execution.
- d. Cleaning: Direct and execute a continuing cleaning program throughout the construction, requiring each trade to dispose of their own debris, except as otherwise provided in the Contract Documents. Refer to Section 01 74 19.
- e. Project Record Documents: Maintain up-to-date project record documents. Refer to Section 01 78 39.
- 7. Enforce all safety requirements.
- 8. Maintain quality control of all work.

#### 1.03 QUALITY CONTROL

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

#### 1.04 PROJECT MEETINGS

- A. When required by Project Engineer / MDOT Architect or by individual Specification Sections, convene meetings to coordinate the Work and / or to review conditions at the Site and to outline procedures by which the Work will be performed. Refer to Section 01 31 00 – Project Management & Coordination.
- B. Require attendance by all affected Parties.

#### 1.05 CONSTRUCTION ACCESS

- A. Access to construction area for construction materials and exit way for demolition debris shall be as directed by the Project Engineer.

#### 1.06 PROTECTION OF WORK

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

#### 1.07 CUTTING AND PATCHING

- A. Scope: Provide the necessary cutting, fitting and patching required to complete all elements of the Work including, but not limited to, the following procedures:
  - 1. To integrate with other work, to fit properly together.
  - 2. To uncover work to provide for installation of ill-timed work.
  - 3. To remove and replace defective and / or non-conforming work.
  - 4. To remove installed material for testing.
  - 5. To provide openings for penetration of mechanical and electrical work.

- B. Preparation: Prior to commencing cutting and patching, examine existing conditions (including structure and elements subject to movement) and advise Project Engineer in writing of any condition that could be adversely affected by cutting and patching.

1. Submit written request in advance of cutting or alteration that affects:
  - a. Structural integrity of any element of the Project.
  - b. Integrity of weather-exposed or moisture-resistant element.
  - c. Efficiency, maintenance, or safety of any operational element.
  - d. Visual qualities of sight exposed elements.
  - e. Work of User or separate contractor.
2. Include in the request:
  - a. Identification of Project.
  - b. Location and description of affected work.
  - c. Necessity for cutting or alteration.
  - d. Description of proposed work, and products to be used.
  - e. Alternatives to cutting and patching.
  - f. Effect on work of User or separate contractor.
  - g. Written permission of affected separate contractor.
  - h. Date and time work will be executed.

- C. Procedures: Perform cutting and patching as required in Part 3-Execution of this Section.

1. Proceed only when permitted and after temporary supports and other devices are in place to ensure structural integrity and to protect other portions of the Project from damage.
2. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
3. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval from the Project Engineer.
4. Restore work with new products in accordance with requirements of the Contract Documents.
5. Fit work air tight to pipes, sleeves, ducts, conduits and other penetrations through surfaces.
6. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
7. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

## 1.08 WORK RESTRICTIONS

- A. Project participants shall not perform any work on any Sunday or any Legal Holidays (as defined in Section 3-3-7, Mississippi Code of 1972, Annotated) except as required by emergency conditions and approved by the Project Engineer.
- B. "No Smoking" shall be observed in the work areas.

## PART 2 - PRODUCTS

### 2.01 SALVAGED MATERIALS

- A. Coordinate with Project Engineer in identifying salvageable materials. The Owner has first right of refusal for all items.

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

## 2.02 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

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

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify that demolition is complete and areas are ready for beginning of repairing, refinishing and new construction.

### 3.02 PREPARATION

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

### 3.03 ADJUSTMENTS

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

### 3.04 DAMAGED SURFACES

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

### 3.05 TRANSITION FROM EXISTING TO NEW WORK

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

### 3.06 CLEANING - PERIODIC AND FINAL

- A. General Requirements:
  - 1. Maintain the Project Space, including areas used for passage of Project personnel and materials, in a neat, clean and orderly condition at all times.
  - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for the Work.
  - 3. Provide adequate storage for items awaiting removal from Site, observing requirements for fire prevention and protection of the environment.
- B. Periodic Cleaning, as follows:
  - 1. Daily and more often if necessary, inspect the Project Space and pick up scrap, debris, and waste material; remove to designated storage.
  - 2. At completion of work of each trade, clean area and make surfaces ready for work of successive trades.
  - 3. One each week, more often if necessary, remove stored waste material and legally dispose of off the Site.
- C. Final Cleaning: Under provision of Section 01 74 19 – Construction Waste Management and Disposal.

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/MDOT 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.
- 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. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, 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. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. 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.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - d. When testing is complete, remove test specimens, assemblies, and mockups do not reuse products on Project, unless indicated otherwise in other Sections.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Project Engineer, MDOT Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.
- K. Tolerances:
  - 1. Walls: Finished wall surfaces shall be plumb and shall have a maximum variation of 1/8 inch in 8 feet when a straightedge is laid on the surface in any direction, and no measurable variation in any 2-foot direction.
  - 2. Ceilings: Finished ceiling surfaces shall present true, level, and plane surfaces, with a maximum variation of 1/8 inch in 8 feet when a straightedge and water level are laid on the surface in any direction and no measurable variation in any 2-foot direction.
  - 3. Finished Floors: Level to within plus or minus 1/8 inch in 10 feet for resilient floor coverings.

## L. 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. 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 siding, exterior wood trim, exterior wood doors, and exterior wood windows, after specified treatments, such as exterior wood stain or paint, have been applied.

## M. Grout Fill: In applications where the grout installation may be subjected to moisture, the manufacturer shall submit a letter stating that the entire grout matrix does not contain any of the following:

1. Added gypsum.
2. Plaster-of-Paris
3. Sulfur trioxide levels in a portland cement component exceeding ASTM C 150's published limits.

## 1.07 QUALITY CONTROL

## A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

## B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- C. **Manufacturer's Field Services:** Where indicated, engage a 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.
- D. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Testing Agency Responsibilities:** Cooperate with Project Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Project Engineer, MDOT Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.01 TEST AND INSPECTION LOG

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

### 3.02 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

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 indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

- B. 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.

AABC	Associated Air Balance Council; <a href="http://www.aabc.com">www.aabc.com</a> .
AAMA	American Architectural Manufacturers Association; <a href="http://www.aamanet.org">www.aamanet.org</a> .
AASHTO	American Association of State Highway and Transportation Officials <a href="http://www.transportation.org">www.transportation.org</a> .
ACI	American Concrete Institute (Formerly: ACI International); <a href="http://www.concrete.org">www.concrete.org</a>
ACPA	American Concrete Pipe Association; <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a> .
AGA	American Gas Association; <a href="http://www.aga.org">www.aga.org</a> .
AHRI	Air-Conditioning, Heating, and Refrigeration Institute (The); <a href="http://www.ahrinet.org">www.ahrinet.org</a> .
AIA	American Institute of Architects (The); <a href="http://www.aia.org">www.aia.org</a> .
AISC	American Institute of Steel Construction; <a href="http://www.aisc.org">www.aisc.org</a> .
AISI	American Iron and Steel Institute; <a href="http://www.steel.org">www.steel.org</a> .
AMCA	Air Movement and Control Association International, Inc.; <a href="http://www.amca.org">www.amca.org</a> .
ANSI	American National Standards Institute; <a href="http://www.ansi.org">www.ansi.org</a> .
APA	APA - The Engineered Wood Association; <a href="http://www.apawood.org">www.apawood.org</a> .
APA	Architectural Precast Association; <a href="http://www.archprecast.org">www.archprecast.org</a> .
API	American Petroleum Institute; <a href="http://www.api.org">www.api.org</a> .
ARI	Air-Conditioning & Refrigeration Institute (See AHRI)
ARI	American Refrigeration Institute (See AHRI)
ASCE	American Society of Civil Engineers; <a href="http://www.asce.org">www.asce.org</a> .
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers; <a href="http://www.ashrae.org">www.ashrae.org</a> .
ASME	ASME International (American Society of Mechanical Engineers); <a href="http://www.asme.org">www.asme.org</a> .
ASSE	American Society of Sanitary Engineering; <a href="http://www.asse.org">www.asse.org</a> .
ASTM	ASTM International (American Society for Testing and Materials International); <a href="http://www.astm.org">www.astm.org</a> .
AWPA	American Wood Protection Association (Formerly: American Wood-Preservers' Association); <a href="http://www.awpa.com">www.awpa.com</a> .
AWS	American Welding Society; <a href="http://www.aws.org">www.aws.org</a> .
AWWA	American Water Works Association; <a href="http://www.awwa.org">www.awwa.org</a> .
CFSEI	Cold-Formed Steel Engineers Institute; <a href="http://www.cfsei.org">www.cfsei.org</a> .
CGA	Compressed Gas Association; <a href="http://www.cganet.com">www.cganet.com</a> .
CISCA	Ceilings & Interior Systems Construction Association; <a href="http://www.cisca.org">www.cisca.org</a> .
CRI	Carpet and Rug Institute (The); <a href="http://www.carpet-rug.org">www.carpet-rug.org</a> .
CSA	CSA International (Formerly: IAS - International Approval Services); <a href="http://www.csa-international.org">www.csa-international.org</a>
CSI	Construction Specifications Institute (The); <a href="http://www.csinet.org">www.csinet.org</a> .
ECA	Electronic Components Association; (See ECIA).
FM Approvals	FM Approvals LLC; <a href="http://www.fmglobal.com">www.fmglobal.com</a> .
FM Global	FM Global (Formerly: FMG - FM Global); <a href="http://www.fmglobal.com">www.fmglobal.com</a> .
GA	Gypsum Association; <a href="http://www.gypsum.org">www.gypsum.org</a> .
ICBO	International Conference of Building Officials (See ICC)
ICC	International Code Council; <a href="http://www.iccsafe.org">www.iccsafe.org</a> .
IES	Illuminating Engineering Society (Formerly: Illuminating Engineering Society of North America); <a href="http://www.ies.org">www.ies.org</a> .
IGSHPA	International Ground Source Heat Pump Association; <a href="http://www.igshpa.okstate.edu">www.igshpa.okstate.edu</a> .
ISO	International Organization for Standardization; <a href="http://www.iso.org">www.iso.org</a> .
LPI	Lightning Protection Institute; <a href="http://www.lightning.org">www.lightning.org</a> .
MCA	Metal Construction Association; <a href="http://www.metalconstruction.org">www.metalconstruction.org</a> .

MPI	Master Painters Institute; <a href="http://www.paintinfo.com">www.paintinfo.com</a> .
NAIMA	North American Insulation Manufacturers Association; <a href="http://www.naima.org">www.naima.org</a> .
NEBB	National Environmental Balancing Bureau; <a href="http://www.nebb.org">www.nebb.org</a> .
NECA	National Electrical Contractors Association; <a href="http://www.necanet.org">www.necanet.org</a> .
NEMA	National Electrical Manufacturers Association; <a href="http://www.nema.org">www.nema.org</a> .
NETA	InterNational Electrical Testing Association; <a href="http://www.netaworld.org">www.netaworld.org</a> .
NFPA	NFPA (National Fire Protection Association); <a href="http://www.nfpa.org">www.nfpa.org</a> .
NFRC	National Fenestration Rating Council; <a href="http://www.nfrc.org">www.nfrc.org</a> .
NSPE	National Society of Professional Engineers; <a href="http://www.nspe.org">www.nspe.org</a> .
PDI	Plumbing & Drainage Institute; <a href="http://www.pdionline.org">www.pdionline.org</a> .
RFCI	Resilient Floor Covering Institute; <a href="http://www.rfci.com">www.rfci.com</a>
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association; <a href="http://www.smacna.org">www.smacna.org</a> .
SRCC	Solar Rating and Certification Corporation; <a href="http://www.solar-rating.org">www.solar-rating.org</a> .
SSINA	Specialty Steel Industry of North America; <a href="http://www.ssina.com">www.ssina.com</a> .
SSPC	SSPC: The Society for Protective Coatings; <a href="http://www.sspc.org">www.sspc.org</a> .
TCNA	Tile Council of North America, Inc.; <a href="http://www.tileusa.com">www.tileusa.com</a> .
TIA	Telecommunications Industry Association (Formerly: TIA/EIA – Telecommunications Industry Association/Electronic Industries Alliance); <a href="http://www.tiaonline.org">www.tiaonline.org</a> .
UL	Underwriters Laboratories Inc.; <a href="http://www.ul.com">http://www.ul.com</a> .

- C. 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 fur Normung e.V.; <a href="http://www.din.de">www.din.de</a> .
IAPMO	International Association of Plumbing and Mechanical Officials; <a href="http://www.iapmo.org">www.iapmo.org</a> .
ICC	International Code Council; <a href="http://www.iccsafe.org">www.iccsafe.org</a> .
ICC-ES	ICC Evaluation Service, LLC; <a href="http://www.icc-es.org">www.icc-es.org</a> .

- D. 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.

CPSC	Consumer Product Safety Commission; <a href="http://www.cpsc.gov">www.cpsc.gov</a> .
DOC	Department of Commerce National Institute of Standards and Technology; <a href="http://www.nist.gov">www.nist.gov</a> .
DOE	Department of Energy; <a href="http://www.energy.gov">www.energy.gov</a> .
EPA	Environmental Protection Agency; <a href="http://www.epa.gov">www.epa.gov</a> .
FG	Federal Government Publications; <a href="http://www.gpo.gov/fdsys">www.gpo.gov/fdsys</a> .
GSA	General Services Administration; <a href="http://www.gsa.gov">www.gsa.gov</a> .
LBL	Lawrence Berkeley National Laboratory Environmental Energy Technologies Division; <a href="http://www.eetd.lbl.gov">www.eetd.lbl.gov</a> .
OSHA	Occupational Safety & Health Administration; <a href="http://www.osha.gov">www.osha.gov</a> . National Cooperative Highway Research Program; <a href="http://www.trb.org">www.trb.org</a> . Rural Utilities Service; <a href="http://www.usda.gov">www.usda.gov</a> .
USPS	United States Postal Service; <a href="http://www.usps.com">www.usps.com</a> .

- E. 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; <a href="http://www.gpo.gov/fdsys">www.gpo.gov/fdsys</a> .
FED-STD	Federal Standard (See FS)
FS	Federal Specification; Available from DLA Document Services; <a href="http://www.quicksearch.dla.mil">www.quicksearch.dla.mil</a> . Available from Defense Standardization Program; <a href="http://www.dsp.dla.mil">www.dsp.dla.mil</a> Available from General Services Administration; <a href="http://www.gsa.gov">www.gsa.gov</a> . Available from National Institute of Building Sciences/Whole Building Design Guide; <a href="http://www.wbdg.org/ccb">www.wbdg.org/ccb</a> .
USAB	United States Access Board; <a href="http://www.access-board.gov">www.access-board.gov</a> .
USATBCB	U.S. Architectural & Transportation Barriers Compliance Board (See USAB)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 45 23

TESTING AND INSPECTION SERVICES - CONTRACTOR

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Laboratory selection and payment.
2. Laboratory duties.
3. Contractor's responsibilities.

B. Related Requirements:

1. Individual specifications sections contain specific tests and inspections to be preformed.

1.02 REFERENCES

A. ASTM International (ASTM):

1. D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.
2. E329 - Standard Specification for Agencies Engaged in Construction Inspection and / or Testing.
3. E543 - Standard Specification for Agencies Performing Nondestructive Testing.

1.03 QUALITY ASSURANCE

A. Employment of Testing Laboratory shall in no way relieve Contractor of his obligations to perform work in accordance with Contract Documents.

B. Contractor shall employ and pay for services of an independent testing laboratory to perform specified testing and inspection.

C. Refer to the Conditions of the Contract for provisions related to special inspections and testing.

D. Qualifications of Laboratory:

1. Meet requirements of ASTM D3666, E329, and E543.
2. Authorized to operate in State of Mississippi

1.04 LABORATORY DUTIES

A. Cooperate with Project Engineer, Architect and Contractor; provide qualified personnel after due notice.

B. Perform specified inspections, sampling, and testing of materials and methods of construction.

1. Comply with specified standards.
2. Ascertain compliance or noncompliance of materials with requirements of Contract Documents.

- C. Promptly notify Project Engineer, MDOT Architect, Architect and Contractor of observed irregularities or deficiencies of Work or products.
  - D. Promptly submit written report of each test and inspection; submit electronically in Adobe PDF format to Project Engineer, Architect, MDOT Architect and Contractor.
  - E. Each report to include:
    - 1. Date issued.
    - 2. Project title and number.
    - 3. Testing Laboratory name, address, and telephone number.
    - 4. Name of Inspector and signature of individual in charge.
    - 5. Date and time of sampling or inspection.
    - 6. Record of temperature and weather conditions.
    - 7. Date of test.
    - 8. Identification of product and specification section.
    - 9. Location of sample or test in project.
    - 10. Type of inspection or test.
    - 11. Results of tests and compliance or noncompliance with Contract Documents.
    - 12. Interpretation of test results when requested by Project Engineer, MDOT Architect, Architect or Contractor.
  - F. Perform additional tests when required by Project Engineer, MDOT Architect, Architect or Contractor.
  - G. Laboratory is not authorized to:
    - 1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
    - 2. Approve or accept any portion of work.
    - 3. Perform duties of Contractor.
- 1.05 CONTRACTOR'S RESPONSIBILITIES
- A. Cooperate with Laboratory personnel, provide access to Work, and to manufacturer's operations.
  - B. When materials require testing prior to being incorporated into Work, secure and deliver to Laboratory adequate quantities of representative samples of materials proposed to be used.
  - C. Furnish copies of product test reports as required.
  - D. Furnish incidental labor and facilities:
    - 1. To provide access to work to be tested.
    - 2. To obtain and handle samples at site or at source of product to be tested.
    - 3. To facilitate inspections and tests.
    - 4. For safe storage and curing of test samples.
  - E. Notify Laboratory sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.

- F. Make arrangements with Laboratory and pay for additional samples and tests required for Contractor's convenience.
- G. When tests or inspections cannot be performed after such notice, reimburse Owner for Laboratory personnel and travel expenses incurred due to Contractor's negligence.

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 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. 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. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- B. 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 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide concrete bases for supporting posts.

## 2.02 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 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 MDOT Project Engineer.

## 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.
  - 1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- 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 MDOT 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.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Final Completion, restore these facilities to condition existing before initial use.

- E. 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 may be permitted, if acceptable with the MDOT Project Engineer, and as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Final Completion, restore these facilities to condition existing before initial use.
- F. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- H. 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.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- J. 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 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.
- C. 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.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- 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. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### 3.05 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

### 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. 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.

- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than 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.

## 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. Cutting and patching.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. 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 Project Record Documents, and final cleaning.
3. Section 07 84 00 "Firestopping" for patching penetrations in fire-rated construction.

1.02 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

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

## PART 2 - PRODUCTS

### 2.01 MATERIALS

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

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. 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 roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.02 PREPARATION

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

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Project Engineer/MDOT Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

### 3.03 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- 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. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. 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. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Project Engineer. Mounting heights shall comply with ADA and OSHA requirements.
  - 2. Allow for building movement, including thermal expansion and contraction.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

## 3.04 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage.
- E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.05 PROGRESS CLEANING

- A. General: Clean Project 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. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. 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.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Final Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. 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 Final Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. 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.

3.06 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements"

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 Final Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

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 20 "Selective Interior Demolition" for disposition of waste resulting from partial demolition of buildings.

1.02 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

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, 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.

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. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. 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. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. 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 DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 3. Store components off the ground and protect from the weather.
  - 4. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.03 RECYCLING DEMOLITION WASTE

- A. Metals: Sheet metal ducts.
- B. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- C. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- D. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- E. Conduit: Reduce conduit to straight lengths and store by type and size.

3.04 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.
- B. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.
  - 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.05 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 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Section 01 79 00 "Demonstration and Training" for requirements for instructing Owner's personnel.

## 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.
- 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 snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - k. Remove labels that are not permanent.
    - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint, and other foreign substances.
    - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    - p. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

## 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, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance manuals.
  - 5. Systems and equipment maintenance manuals.

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 operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals 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 and at least 15 days before commencing demonstration and training. MDOT Architect will return one copy with comments.
  - 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 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- C. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Architect.
  - 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 8. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number(s) on bottom of spine. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.02 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.

4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

## 2.03 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.04 PRODUCT MAINTENANCE 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.

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

## 2.05 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.

- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Schedule Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

### PART 3 - EXECUTION

#### 3.01 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section 01 78 39 "Project Record Documents."
- F. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and 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:
  - 1. Section 01 78 23 "Operation and Maintenance Data" for operation and 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.
    - 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.
  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 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.

1.02 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.03 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals.

1.04 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to demonstration and training.

1.05 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

- B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

### 2.01 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project record documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.
  - 4. Operations: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Control sequences.
    - f. Safety procedures.
    - g. Instructions on stopping.
    - h. Normal shutdown instructions.
    - i. Operating procedures for emergencies.
    - j. Operating procedures for system, subsystem, or equipment failure.
    - k. Seasonal and weekend operating instructions.

- l. Required sequences for electric or electronic systems.
- m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### PART 3 - EXECUTION

#### 3.01 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."

#### 3.02 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through Project Engineer, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

### 3.03 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Project Engineer and MDOT Architect.
- C. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed.
- D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. Extent of demolition Work is indicated on Drawings. Demolition requires selective removal and subsequent offsite disposal. The building will be vacated during the demolition and construction.
- B. Types of Demolition Work include, but are not limited to the following items:
  - 1. Removal of portions of interior work as indicated on Drawings.
  - 2. Removal and protection of existing fixtures and equipment items indicated "salvage".

1.02 RELATED SECTIONS

- A. Section 02 41 24 Selective Mechanical Demolition.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Predemolition Photographs or Video: Submit before Work begins.
- C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.06 QUALITY ASSURANCE

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

1.07 FIELD CONDITIONS

- A. Owner will occupy building immediately adjacent to selective demolition area. Conduct selective 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 demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. 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.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.08 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

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. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs.

### 3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Comply with requirements for existing services/systems interruptions specified in Section 01 10 00 "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

### 3.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective 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.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

### 3.04 SELECTIVE 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 the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 5. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- B. Reuse of Building Elements: Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- C. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, 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 elevated portions of building by chute, 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."
- B. Burning: Do not burn demolished materials.

3.06 CLEANING

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

END OF SECTION

SECTION 02 41 24

SELECTIVE MECHANICAL DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Removal of existing plumbing equipment, dismantling, cutting and alterations for completion of the Work.
2. Removal of existing HVAC equipment, ductwork, HVAC piping systems, air distribution, etc., in areas to be remodeled; removal of designated construction; dismantling, cutting and alterations for completion of the Work.
3. Disposal of materials.
4. Storage of removed materials.
5. Identification of utilities.
6. Salvaged items.
7. Protection of items to remain as indicated on Drawings.
8. Relocate existing equipment to accommodate construction.

1.02 SUBMITTALS

- A. Division 01 – General Requirements: Requirements for submittals.
- B. Shop Drawings: Indicate demolition and removal sequence and location of salvageable items; location and construction of temporary work. Describe demolition removal procedures and schedule.

1.03 SCHEDULING

- A. Schedule work to coincide with new construction.

1.04 COORDINATION

- A. Division 01 – General Requirements: Requirements for coordination.
- B. Coordinate demolition work with general contractor.
- C. Coordinate and sequence demolition so as not to cause shutdown of operation of surrounding areas.
- D. Identify salvage items in cooperation with Owner.

PART 2 – PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify wiring, piping systems, ductwork, and equipment indicated to be demolished serve only abandoned facilities.
- B. Verify termination points for demolished services.

3.02 PREPARATION

- A. Erect, and maintain temporary safeguards, including warning signs, barricades and similar measures for protection of the public, Owner, Contractor's employees, and existing improvements to remain.

3.03 DEMOLITION

- A. Demolition Drawings are based on casual field observation. Report discrepancies to Architect/Engineer before disturbing existing installation.
- B. Remove exposed abandoned piping, ductwork, etc above accessible ceiling finishes. .
- C. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal.
- D. Reconnect equipment being disturbed by renovation work and required for continue service or nearest available service.
- E. Perform work on energized equipment or circuits with experienced and trained personnel.
- F. Remove, relocate, and extend existing installations to accommodate new construction.
- G. Repair adjacent construction and finishes damaged during demolition and extension work.
- H. Clean and repair existing equipment to remain or to be reinstalled.
- I. Protect and retain power to existing active equipment remaining.
- J. Cap abandoned empty piping at both ends.

3.04 SALVAGE ITEMS

- A. Remove and protect items indicated on Drawings to be salvaged and turn over to Owner.
- B. Items of salvageable value may be removed as work progresses. Transport salvaged items from site as they are removed.

3.05 REUSABLE MECHANICAL EQUIPMENT

- A. Carefully remove equipment, materials, or fixtures which are to be reused.
- B. Disconnect, remove, or relocate existing plumbing or mechanical material and equipment interfering with new installation.

3.06 CLEANING AND PROTECTION

- A. Division 01 – General Requirements: Requirements for cleaning.
- B. Division 01 - General Requirements: Requirements for protecting finished Work.
- C. Remove demolished materials as work progresses. Legally dispose.
- D. Keep workplace neat.

END OF SECTION

SECTION 06 40 00

ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Removing and replacing existing countertops with new (and accessories) where indicated on Drawings.
- B. Related Sections: Section 09 05 15 – Color Design.

1.02 DEFINITIONS

- A. Terms used in this Section are in accordance with terminology of the Architectural Woodwork Standards, ©2014 AWI I WI 2nd Edition, October 1, 2014 including Errata through, April 29, 2016.

1.03 ACTION SUBMITTALS

- A. Product Data: For countertops, with installation instructions and finishing materials and processes.
- B. Shop Drawings: Show location of each countertop, dimensioned plans, large-scale details, attachment devices, and other components.
- C. Samples: Submit actual samples for color selection from manufacturer's appropriate line for plastic laminate, to comply with level of quality of specified color and finish.

1.04 QUALITY ASSURANCE

- A. Unless otherwise shown or specified, comply with specified provisions of the Architectural Woodwork Standards (AWS) and approved "Quality Standards".
- B. Quality Marking: Mark each countertop with mill's or fabricator's identification and grade marks, located on surfaces which will not be exposed after installation.
- C. Millwork fabricator shall comply with the following:
  - 1. Have a minimum of five (5) years documented experience and shall have completed projects of similar scope and size to the work of this project.
  - 2. Have technologically advanced woodworking facilities employing the use of modern equipment and techniques for fabricating and finishing to meet the level of quality for the manufacture of all fabrication specified.
  - 3. Employ skilled workmen experienced in the fabrication and finishing of premium quality millwork.
  - 4. Be responsible for fabrication, finishing and installation of all products and procedures specified in this Section.
- D. Unless stricter requirements are indicated, comply with the AWS Standards as applicable for (but not limited to) the following types of architectural woodwork:
  - 1. Countertops
  - 2. Finishing
  - 3. Installation of woodwork

1.05 DELIVERY, STORAGE AND HANDLING

- A. Protect woodwork during transit, delivery, storage and handling to prevent damage, soiling and deterioration. Do not deliver woodwork until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas.

1.06 FIELD CONDITIONS

- A. The installer shall examine the substrates and conditions under which the work is to be installed; and notify the Contractor in writing of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer
- B. Environmental Limitations: Do not deliver or install countertops until wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.01 ARCHITECTURAL WOODWORK FABRICATORS

- A. Fabricators: Subject to compliance with requirements available fabricators offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Easley & Easley Millwork, Inc., Jackson, MS. Tel. (601) 372-8881.
  - 2. Scanlon -Taylor Millwork Company, Jackson, MS. Tel. (601) 362-5333.
  - 3. Southeastern Constructors, Inc., Brandon, MS. Tel. (601) 825-9791.

2.02 BASIC MATERIALS AND FABRICATION METHODS

- A. Except as otherwise indicated, comply with the following requirements for architectural woodwork not specifically indicated as pre- fabricated or pre-finished standard products.
- B. Wood Moisture Content: Provide kiln-dried lumber and maintain optimum 8 to 13 percent range (damp region) moisture content in solid wood (hardwood and softwood) through fabrication, installation, and finishing operations of interior Work.
- C. Plastic Laminate: Comply with NEMA LD3; type, thickness, color, pattern and finish as indicated for each application.
- D. Design and Construction Features: Comply with the details shown for profile and construction for countertops; and where not otherwise shown, comply with applicable Quality Standards, with alternate details at fabricator's option.
- E. Pre-Cut Openings: Fabricate countertops with pre-cut openings, wherever possible, to receive hardware, appliances, plumbing fixtures, electrical work and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth the edges of cut outs and where located in countertops and similar exposures, seal the edges of cut outs with a water resistant coating.

- F. Measurements: Before proceeding with fabrication of countertops obtain measurements and verify dimensions and shop drawing details as required for accurate fit.

## 2.03 ARCHITECTURAL WOODWORK TYPES

- A. Plastic Laminate Finished Countertop: Grade: Premium, Plastic Laminate for Horizontal Surfaces: 0.050" thick, General Purpose Type (high pressure).
  - 1. Horizontal Surfaces: Grade HGS.
  - 2. Edges: Equal to Charter Industries, Inc. (Grand Rapids, MI Tel. 800 538-9088) 90 Durometer PVC T-Mold model No. 4542, size; 1.515 Inch, color, black. Equivalent products by Alibaba and Rehau are acceptable.
  - 3. Composite Wood Products: Particleboard: ANSI A208.1, Grade M-2-Exterior Glue. Use exterior grade plywood in wet areas.
- B. Plastic Laminate Colors and Patterns: Refer to 09 05 15 Color Design

## 2.04 COUNTERTOP ACCESSORY MATERIALS

- A. Provide accessory materials associated with countertops that comply with the following:
  - 1. Grommets: Equal to Doug Mockett, Flip Top Series - 2 inch hole plastic grommet. Provide at all workstation office area counter tops. Locations to be confirmed in submittal. Color to be selected from Manufacturer's full range.
  - 2. Keyboard: Underdeck Adjustable Keyboard Platform equal to Kensington Model K60067. Equivalent products by Fellows and Safco are acceptable.
  - 3. Workstation Support Bracket: Equal to Hafele, 287.74.304 sized to provide 500-1000 pound minimum load limit in pairs, installed as pairs 16 inches on center, heavy duty folded steel workstation bracket. Two conduit holes for running power. Architect shall select finish based on location.

## 2.05 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesives: Do not use adhesives that contain urea formaldehyde.

## 2.06 FABRICATION

- A. Complete fabrication, including assembly, and accessory application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- B. Shop-cut openings to maximum extent possible to receive accessories, sinks, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Before installation, condition countertops to average prevailing humidity conditions in installation areas.

3.02 INSTALLATION

- A. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8-inch in 8 feet for plumb and level.
- B. Complete the installation of accessory items as indicated.
- C. Countertops: Anchor securely to base units and other support systems as indicated.
- D. Grommets: Provide at openings in countertops at knee spaces.
- E. Keyboard: Install per manufacturer's instructions at knee spaces.

3.03 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION

- A. Repair damaged and defective countertops wherever possible to eliminate defects and visually; where not possible to repair properly, replace countertop.
- B. Clean countertops on exposed surfaces.
- C. Protection: The Installer of architectural woodwork shall advise the Contractor of final protection and maintenance conditions necessary to ensure that the Work will be without damage or deterioration at the time of acceptance

END OF SECTION

SECTION 07 84 00

FIRESTOPPING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Penetrations in fire-resistance-rated walls.
2. Penetrations in horizontal assemblies.
3. Penetrations in smoke barriers.
4. Joints in or between fire-resistance-rated constructions.
5. Joints in smoke barriers.

1.02 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's product data, specifications and installation procedures for each type of firestopping and accessory required. Submit detailed location where each will be used. Submit UL data for assemblies where shown on the Drawings.
- B. Product Schedule: For each firestopping system. Include location and design designation of qualified testing and inspecting agency.
  1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular firestopping condition, submit illustration, with modifications marked, approved by firestopping manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.

1.03 INFORMATIONAL SUBMITTALS

- A. Installer Certificates: From Installer indicating firestopping has been installed in compliance with requirements and manufacturer's written recommendations.
- B. Product test reports.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."
- B. Fire-Test-Response Characteristics: Penetration firestopping shall comply with the following requirements:
  1. Penetration and fire-resistive joint system firestopping tests are performed by UL, Intertek ETL SEMKO, or FM Global.
    - a. Qualified testing agency shall be acceptable to authorities having jurisdiction.
  2. Penetration firestopping is identical to those tested per testing standard referenced in "Penetration Firestopping" Article. Provide rated systems bearing marking of qualified testing and inspection agency.

- C. Preinstallation Conference: Conduct conference at Project site.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Hilti, Inc. Tulsa, OK. Tel. (800) 879-8000.,
  - 2. 3M Fire Protection Products, Saint Paul, MN. Tel. (800) 328-1687.
  - 3. USG Corporation, Chicago, IL. Tel. (880) 874-4968.

### 2.02 PENETRATION FIRESTOPPING

- A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
- B. Penetrations in Fire-Resistance-Rated Walls: Ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
  - 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
  - 1. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
  - 2. T-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
- D. Penetrations in Smoke Barriers: Provide penetration firestopping with ratings determined per UL 1479.
  - 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at 0.30-inch wg at both ambient and elevated temperatures.
- E. Exposed Penetration Firestopping: Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
- F. VOC Content: Penetration firestopping sealants and sealant primers shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  - 1. Sealants: 250 g/L.
  - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
  - 3. Sealant Primers for Porous Substrates: 775 g/L.

- G. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping manufacturer and approved by qualified testing and inspecting agency for firestopping indicated.

## 2.03 FIRE- RESISTIVE JOINT SYSTEMS

- A. Where required, provide fire-resistive joint systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which fire-resistive joint systems are installed. Fire-resistive joint systems shall accommodate building movements without impairing their ability to resist the passage of fire and hot gases.
- B. Joints in or between Fire-Resistance-Rated Construction: Ratings determined per ASTM E 1966 or UL 2079:
  - 1. Fire - Resistance Rating: Equal to or exceeding the fire-resistance rating of construction they will join.
- C. Joints at Exterior Curtain-Wall/Floor Intersections: Rating determined by ASTM E 119 based on testing at a positive pressure differential of 0.01-inch wg or ASTM E 2307.
  - 1. Fire - Resistance Rating: Equal to or exceeding the fire-resistance rating of the floor assembly.
- D. Joints in Smoke Barriers: Ratings determined per UL 2079.
  - 1. L- Rating: Not exceeding 5.0 cfm/ft of joint at 0.30 inch wg at both ambient and elevated temperatures.
- E. Exposed Fire-Resistive Joint Systems: Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
- F. VOC Content: Fire-resistive joint system sealants 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.
- G. Accessories: Provide components of fire-resistive joint systems, including primers and forming materials, that are needed to install fill materials and to maintain ratings required. Use only components specified by fire-resistive joint system manufacturer and approved by the qualified testing agency for systems indicated.

## 2.04 FINISHES

- A. Concealed locations: Manufacturer's Standards.
- B. Exposed to View Locations: "Custom" Colors as selected by Project Engineer / MDOT Architect unless Manufacturer's Standards closely matches finish of penetrated surfaces.

## PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, Joint configurations, substrates, and other conditions affecting performance of the Work.
- B. Verify application required and location for each type of firestopping to be used and install firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- C. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
  - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestopping.
- D. Install fill materials for firestopping by proven techniques to produce the following results:
  - 1. Fill voids and cavities formed by openings, forming materials, accessories, joints and penetrating items as required to achieve fire-resistance ratings indicated.
  - 2. Apply materials so they contact and adhere to substrates formed by openings, joints and penetrating items.
  - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.
- E. Install approved metal sleeves with fireproof sealant at all communication and control wiring passing through rated walls throughout the entire project.
- F. After installation of all Work, including but not limited to ductwork, fire and smoke dampers, communication cabling, electrical conduit, etc., properly seal all openings, cracks, crevices and penetrations throughout the entire project, to maintain fire ratings shown.

## 3.02 IDENTIFICATION

- A. Identify firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
  - 1. The words "Warning - Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
  - 2. Contractor's name, address, and phone number.
  - 3. Designation of applicable testing and inspecting agency.
  - 4. Date of installation.
  - 5. Manufacturer's name.
  - 6. Installer's name.

3.03 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections.
- B. Where deficiencies are found or firestopping is damaged or removed because of testing, repair or replace firestopping to comply with requirements.
- C. Proceed with enclosing firestopping with other construction only after inspection reports are issued and installations comply with requirements.

3.04 FIRESTOPPING SCHEDULE

- A. Where UL-classified systems are indicated, they refer to system numbers in UL's "Fire Resistance Directory" under product Category XHEZ, Category XHBN or Category XHDG
- B. Where Intertek ETL SEMKO-listed systems are indicated, they refer to design numbers in Intertek ETL SEMKO's "Directory of Listed Building Products" under "Firestop Systems."
- C. Where FM Global-approved systems are indicated, they refer to design numbers listed in FM Global's "Building Materials Approval Guide" under "Wall and Floor Penetration Fire Stops."
- D. Sealants: Equal to Hilti, Inc. FS-One.
- E. Caulking and Putty: Equal to 3M Brand Fire Barrier CP- 25 Caulk and Putty 303.
- F. Penetration Sealants: Equal to 3M Fire Barrier Penetration Sealing Systems 7902 and 7904 series as required.
- G. Insulation: Equal to United States Gypsum Company "Thermafiber" Safing Insulation, 4 pcf density, unfaced.
- H. Intumescent Firestopping: Equal to Hilti, Inc. FS-One, CP 642 and FS 657 Fire Block as required.

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 the Drawings):
  - 1. Interior wall joints, including control / expansion joints and abutting like or similar materials that have spaces between in excess of 3/16 inch (except where less restrictive tolerances are indicated or where the condition is specifically the responsibility of others).
  - 2. Abutting dissimilar materials..
  - 3. Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.
  - 4. Penetrations required by piping, ducts, and other service and equipment, except for sealants provided by Section 07 84 00-Firestopping).
  - 5. 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." "Caulk" shall indicate the use of the interior materials specified hereinafter and "Seal" shall indicate the use of the exterior materials.

1.04 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

1.05 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.

1.06 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.

#### 1.07 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.

#### 1.08 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.
- B. Manufacturer's Certificate: Provide manufacturer's letter of certification that products meet or exceed specified requirements and are appropriate for uses indicated.
- C. Applicator: Company specializing in the work of this Section with minimum 3 years documented satisfactory experience.
- D. Preinstallation Conference: Conduct conference at Project site.

#### 1.09 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.

#### 1.10 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 as determined by MDOT.

- 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 as determined by MDOT.

## 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 the 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. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
  - 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- C. 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.
- D. 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, precompressed, 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 precompressed 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 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

## 2.08 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 (bicellular 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.

## 2.09 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: Nonstaining, nonabsorbent 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 the 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. Acoustical Sealant Installation: Comply with ASTM C 919 and with manufacturer's written recommendations.
- G. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.03 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 5 tests for the first 500 feet of joint length for each kind of sealant and joint substrate.
    - b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.
  - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### 3.04 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.

3.05 JOINT-SEALANT SCHEDULE

- A. Type 1: Use for interior locations, sealing around windows, doors, louvers, drywall and other locations to be painted and where joints are less than 1/8 inch with none to slight movement anticipated: Pecora AC-20 + Silicone (Acrylic Latex Caulking Compound).
- B. Type 2: Use for sealing nonporous interior surfaces where conditions of high humidity and temperature extremes exist: Pecora 898 (Silicone Sanitary Sealant).
- C. Type 3: 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.
- D. Type 4: Use for Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces. Pecora AC – 20 FTR.

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 selection is listed herein for products, the Project Engineer / MDOT Architect shall be contacted for a color selection.
- C. Subject to approval of the Project Engineer / MDOT Architect, products of other manufacturers will be considered, provided they are equivalent to the quality, colors, finishes, textures and patterns listed and meet the requirements of the Specifications and Drawings.

1.03 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, the Project Engineer / MDOT Architect may make revisions to the Color schedule.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials are specified in other Sections of the 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 / STYLE & COLOR NAME
• 06 40 00 - Plastic Lam Countertops	Formica - Natural Grain, Weathered Beamwood 6410-NG
• 07 92 00 - Joint Sealants	Pecora - Match adjacent lighter color
• 09 29 00 - Gypsum Board(Walls)	Sherwin Williams - SW 7036 Accessible Beige
• 09 31 13 - Ceramic Tile Floor	Mohawk - Trouve, Montage Grey (12 x24)
• 09 31 13 - Ceramic Tile Wall (Accent Tile)	Florida Tile - Bliss, Cotton Wood (5/8 x 5/8)
• 09 31 13 - Ceramic Tile Wall	Mohawk - Trouve, Montage Grey (12 x24)
• 09 31 13 - Grout (Floors & Walls)	Laticrete - 78 Sterling Silver
• 09 65 13 - Rubber Base	Johnsonite - Traditional Base, 63 Burnt Umber
• 09 68 18 - Modular Textile Flooring Office Floors	J+J Flooring Style: Timber Demi-Plank 1825 Color: Catalpa 1924 Installation Method: Herringbone 12x48
• 09 68 18 – Modular Walk-Off Corridor Floors	J+J Flooring Style: Runway II Walk-off Modular 7267 Color: Umber Chic 1418 Installation Method: Quarter Turn 24x24
• 09 90 00 - Painting & Coating HM Drs & Frames (Ext)	Sherwin Williams - Urbane Bronze SW 7048
HM Drs & Frames (Int)	Sherwin Williams - Urbane Bronze SW 7048
Wood Cabinets	Sherwin Williams - Urbane Bronze SW 7048
• 10 21 15 - Toilet Compartments	Scranton: Charcoal Grey
• 10 26 13 - Corner Guards	C/S Group - Acrovyn No. 305 Mushroom
• 11 31 15 - Appliances (Range)	GE-Stainless Steel
• 11 31 15 - Appliances (Microwave)	GE-Stainless Steel
• 11 31 15 - Appliances (Refrigerator)	GE-Stainless Steel
• 12 21 14 - Horiz Lvr Blinds - Metal	Levolor - Solid, Alabaster 112

## PART 3 - EXECUTION

## 3.01 INSTALLATION / APPLICATION, GENERAL

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

END OF SECTION

SECTION 09 29 00

GYPSUM BOARD

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Gypsum board work with a tape-and-compound joint treatment system known as "drywall finishing" work.
  - 1. Remove and replace with new where indicated on Drawings and where damaged beyond repair during demolition work.
- B. The types of Work required include the following:
  - 1. Gypsum board applied to wood framing and furring.
  - 2. Gypsum backing boards for application of other finishes.
  - 3. Drywall finishing (joint tape-and-compound treatment).

1.02 ACTION SUBMITTALS

- A. Product Data: Manufacturer's technical product data, installation instructions and recommendations for products specified.

1.03 QUALITY ASSURANCE

- A. Fire Resistance: Where work is indicated for fire resistance ratings, including those required to comply with governing regulations, provide materials and installations identical with applicable assemblies which have been tested and listed by recognized authorities, including UL.
- B. Industry Standard: Comply with applicable requirements of GA-216 "Application and Finishing of Gypsum Board" by the Gypsum Association, except where more detailed or more stringent requirements are indicated including the recommendations of the manufacturer.
- C. Allowable Tolerances: 1/8 inch offsets between planes of board faces, and 1/4 inch in 8 ft. for plumb, level, warp and bow.
- D. Manufacturer: Obtain gypsum boards, framing and fasteners, trim accessories, adhesives and joint treatment products from a single manufacturer, or from manufacturers recommended by the prime manufacturer of gypsum boards.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver gypsum drywall materials in sealed containers and bundles, fully identified with manufacturer's name, brand, type and grade; store in a dry, well ventilated space, protected from the weather, under cover and off the ground.

## 1.05 PROJECT CONDITIONS

- A. Installer must examine the substrates and the spaces to receive gypsum drywall, and the conditions under which gypsum drywall is to be installed; and shall notify the Contractor, in writing, of conditions detrimental to the proper and timely completion of the work.
  - 1. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- B. Maintain ambient temperatures at not less than 55 degrees F., for the period of 24 hours before drywall finishing, during installation and until compounds are dry.

## PART 2 - PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS

- A. Obtain gypsum board, framing and fasteners, trim accessories, adhesives and joint treatment products from one of the following:
  - 1. CertainTeed Corporation, PA Tel: (800) 233-8990.
  - 2. Georgia-Pacific Corp, Atlanta, GA, Tel. (800) 327-2344.
  - 3. National Gypsum Company, Charlotte, NC, Tel. (800) 343-4893.
  - 4. United States Gypsum Company, Chicago, IL, Tel. (800) 874-4968.

### 2.02 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

### 2.03 GYPSUM BOARD PRODUCTS

- A. Furnish gypsum board products in maximum lengths available to minimize end-to-end butt joints. To the extent not otherwise indicated, comply with GA-216, as specified and recommended.
- B. Gypsum board shall be Type X, fire rated type with tapered long edges and as follows:
  - 1. Edge Profile: Special rounded or beveled edge.
  - 2. Sheet Size: Maximum length available that will minimize end joints.
  - 3. Thickness: 5/8 inch, except where otherwise indicated..

### 2.04 TRIM ACCESSORIES

- A. Manufacturer's standard galvanized steel beaded units with flanges for concealment in joint compound including corner beads, edge trim and control joints; except provide semi-finishing type (flange not concealed) where indicated.

- B. Where metal moldings are specifically called out on the Drawings, provide the appropriate item from below:

- 1. Edge Trim: USG No. 200-A.
- 2. Control Joint: USG No. 093.

## 2.05 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape: Paper, perforated type.
- C. Joint Compound: Provide chemical hardening type for bedding and filling, ready-mixed vinyl-type or non-case in-type for topping.

## 2.06 MISCELLANEOUS MATERIALS

- A. Provide auxiliary materials for gypsum drywall work of the type and grade recommended by the manufacturer of the gypsum board. Gypsum board fasteners shall comply with GA-216. Provide anti-corrosive type at exterior applications.

# PART 3 - EXECUTION

## 3.01 PREPARATION

- A. Install supplementary framing, runners, furring, blocking and bracing at opening and terminations in the Work, and at locations required to support fixtures, equipment, services, heavy trim, furnishings and similar work which cannot be adequately supported directly on gypsum board alone.

## 3.02 GENERAL GYPSUM BOARD INSTALLATION REQUIREMENTS

- A. Meet at the project site with the installers of related work and review the coordination and sequencing of work to ensure that everything to be concealed by gypsum drywall has been accomplished, and that chases, access panels, openings, supplementary framing and blocking and similar provisions have been completed. In addition to compliance with GA-216 and ASTM C 840, comply with manufacturer's instructions and requirements for fire resistance ratings (if any), whichever is most stringent.
- B. Install wall / partition boards vertically to avoid end-butt joints wherever possible. At stairwells and similar high walls, install boards horizontally with end joints staggered over studs. Form control joints and expansion joints with space between edges of boards, prepared to receive trim accessories.
- C. Install sound attenuation blankets and insulation as indicated, prior to gypsum board unless readily installed after board has been installed.
- D. Floating Construction: Where feasible, including where recommended by manufacturer, install gypsum board with "floating" internal corner construction, unless isolation of the intersecting boards is indicated or unless control or expansion joints are indicated.
- E. Space fasteners in gypsum boards in accordance with manufacturer's recommendations..

3.03 INSTALLATION OF DRYWALL TRIM ACCESSORIES

- A. Where feasible, use the same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports. Otherwise, fasten flanges by nailing or stapling in accordance with manufacturer's instructions and recommendations.
- B. Install metal corner beads at external corners of drywall work.
- C. Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed. Provide type with face flange to receive joint compound except where semi-finishing type is indicated. Install L-type trim where work is tightly abutted to other work, and install special kerf-type where other work is kerfed to receive long leg of L-type trim. Install U- type trim where edge is exposed, revealed, gasketed, or sealant-filled (including expansion joints.) Install metal control joint (beaded type) where indicated or required for proper installation.

3.04 INSTALLATION OF DRYWALL FINISHING

- A. Apply treatment at gypsum board joints (both directions), flanges of trim accessories, penetrations, fastener heads, surface defects and elsewhere as required to prepare Work for decoration. Pre-fill open joints and rounded or beveled edges, using type of compound specified herein and recommended by manufacturer.
- B. Apply joint tape at joints between gypsum boards, except where a trim accessory is indicated.
- C. Apply joint compound in 3 coats (not including pre-fill of openings in base), and sand between last 2 coats and after last coat.
- D. Unless otherwise indicated, install drywall finishing at all gypsum board exposed to view and to receive finishes as specified. Where not exposed to view and above ceilings, sanding is not required.
- E. Finishing Gypsum Board Assemblies: Level 4 finish, unless otherwise indicated; Level 1 finish for concealed areas, unless a higher level of finish is required for fire-resistance-rated assemblies and Level 2 finish where panels form substrates for tile, Level 5 finish is required in areas with a gloss or epoxy finished coating.

3.05 PROTECTION OF WORK

- A. Installer shall advise Contractor of required procedures for protection of the gypsum drywall Work from damage and deterioration during the remainder of the construction period.

END OF SECTION

## SECTION 09 31 13

## THIN-SET CERAMIC TILING

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes: Removing existing tile and replacing with new thin-set ceramic glazed mosaic floor tile, base, glass mosaic wall tile, special shapes and accessories.
- B. Related Sections:
  - 1. Section 07 26 00 - Vapor Retarders (for floor protection paper).
  - 2. Section 09 29 00 - Gypsum Board (for cement based backer board).
  - 3. Section 09 05 15 - Color Design (for color selections).

#### 1.02 ACTION SUBMITTALS

- A. Product Data: Manufacturer's product data and written instructions for recommended installation and maintenance practices for each type of product indicated.
- B. Samples:
  - 1. Two samples of each type and composition of tile and for each color and finish required.
  - 2. Assembled samples, with grouted joints, for each type and composition of tile and for each color and finish required.
    - a. Mount on 24 Inches square plywood or hardboard backing.
  - 3. Stone thresholds in 6-inch lengths.
- C. Contract Closeout: Provide Maintenance Data and Manufacturer's recommendations on cleaning.

#### 1.03 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering and identified with labels describing contents.
  - 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.

#### 1.04 QUALITY ASSURANCE

- A. Furnish tile conforming to the Standard Grade Requirements of ANSI A137.1.
  - 1. Coefficient of Friction: Slip resistant in accordance with the Ceramic Tile Institute, i.e. a static coefficient of friction of not less than 0.60 when tested in accordance with ASTM C 1028-89 as modified by the Ceramic Tile Institute
- B. Provide materials obtained from only one source for each type of tile, grout and color to minimize variations in appearance and quality.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials and store in original containers with seals unbroken and labels intact until time of use, in accordance with manufacturer's directions.

1.06 PROJECT CONDITIONS

- A. Continuously heat areas to receive tile to 50 degrees F. for at least 48 hours prior to installation, when project conditions are such that heating is required.
  - 1. Maintain 50 degrees F. temperature continuously during and after installation as recommended by tile manufacturer but not less than 7 days.
- B. Maintain a minimum lighting level of 50 fc during installation.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Equivalent tile products by the following manufacturers are acceptable:
  - 1. American Olean Tile Company, Lansdale, Pennsylvania.
  - 2. Crossville Inc., Crossville, Tennessee
  - 3. Dal-Tile Corporation, Dallas, Texas.
  - 4. Floor Gres Ceramiche, Italy.
  - 5. Florida Tile Industries, Lakeland, Florida.
  - 6. Lone Star Porcelain Mosaic Tile, Dallas, Texas.
  - 7. Mohawk.
  - 8. United States Ceramic Tile Co., East Sparta, Ohio.
- B. Substitutions 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 - Product Requirements.

2.02 MATERIALS

- A. General: Comply with ANSI standard referenced with products and materials indicated for setting and grouting.
- B. Porcelain Floor Tile: 12 inches by 24 inches by 5/16 inch, cushioned edge, unglazed, color to be selected from standard colors available.
- C. Porcelain Tile Base: 12 inches by 24 inches by 5/16 inch, cushioned edge, unglazed, color to be selected from standard colors available.
- D. Porcelain Wall Tile: Size 12 inches by 24 inches by 5/16 inch, cushioned edge, unpolished, colors to be selected from standard colors available.
- E. Threshold: Stainless Steel transition strip equal to Schluter – Reno-TK.

- F. Adhesive: ANSI A136.1 and ANSI A118.4 when mixed with additive, with Tile Contractor's Association or Adhesive and Sealant Council certification of conformance, for base and wall tile set on each type of substrate. Provide primer-sealer as recommended by adhesive manufacturer. Equal to Laticrete Type 272 Premium or 317 Floor 'N Wall Thin-Set with 333 Super Flex Additive. Equivalent products by Mapei and Bostik are acceptable.
- G. Grout: ANSI A 118.3, with Tile Contractor's Association certification of conformance. Equal to Laticrete Type SpectraLOCK Pro Grout.
  - 1. Equivalent products by Custom Building Products and Mapei are acceptable.
  - 2. Color of grout to be selected by the MDOT Architect from manufacturer's full range of standard colors.
- H. Accessories:
  - 1. Three way cove-shaped profiles made of Textured color-Coated aluminum for inside wall corners and floor to wall transitions equal to Schluter®-DILEX-EKE.
  - 2. L-shaped profile made of color-coated aluminum with 1/8 inch wide top section and vertical wall section for outside corners equal to Schluter®-JOLLY.
    - a. Equivalent products by Blanke Corp are acceptable.
    - b. Color to be selected by the MDOT Architect from manufacturer's full range of standard colors.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
  - 1. Verify that substrates for setting tile are firm, dry, clean, free of coatings that are incompatible with tile-setting materials including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.

### 3.02 PREPARATION

- A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with adhesives or thin-set mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- B. Blending: For tile exhibiting color variations, use factory blended tile or blend tiles at Project site before installing.
- C. Field-Applied Temporary Protective Coating: If indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, precoat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

## 3.03 INSTALLATION

- A. Comply with the applicable parts of ANSI 108 Series of tile installation standards included under "American National Standard Specifications for the Installation of Ceramic Tile", and the tile and grout manufacturer's printed instructions, and applicable installation specifications of the Tile Council of America's "Handbook for Ceramic Tile Installation", latest edition.
- B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.
- E. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
- F. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
  - 1. Porcelain Floor Tile: 1/16 inch.
  - 2. Porcelain Wall Tile: 1/16 inch.
- G. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
  - 1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
  - 2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."
- H. Metal Edge Strips: Install where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with or below top of tile and no threshold is indicated.
- I. Accessories: Comply with manufacturer's installation instructions.
- J. Install crack isolation membrane to comply with ANSI A108.17 and manufacturer's written instructions to produce membrane of uniform thickness and bonded securely to substrate.
- K. Color Pattern: A simple color pattern shall be provided with approved color chart and sample submittal to Contractor using 3 or less colors on walls and floors.

3.04 CLEANING AND PROTECTION

- A. Cleaning: Clean grout and setting materials from face of tile while materials are workable. Leave tiles face clean and free of all foreign matter.
  - 1. Unglazed tile may be cleaned with acid solutions only when permitted by the tile and grout manufacturer's printed instructions, but not sooner than 14 days after installation.
  - 2. Protect metal surfaces, cast iron and vitreous plumbing fixtures from effects of acid cleaning.
  - 3. Flush the surface with clean water before and after cleaning.
- B. Finished Tile Work: Leave finished installation clean and free of cracked, chipped, broken, unbonded, or otherwise defective tile Work.
- C. Protection: When recommended by tile manufacturer, apply a protective coat of neutral protective cleaner to completed tile walls and floors.
  - 1. Protect installed tile Work by covering with floor protection paper during the construction period to prevent damage and wear.
  - 2. Prohibit all foot and wheel traffic from using tiled floors for 7 days after installation.
  - 3. Before final inspection, remove protective covering and rinse neutral cleaner from all tile surfaces.

END OF SECTION

SECTION 09 51 00

ACOUSTICAL CEILINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Lay-in acoustical panels (2'-0" by 2'-0" grids) and exposed suspension systems for ceilings.
2. Suspended metal grid system complete with wall trim.

B. Related Sections:

1. Section 09 29 00 – Gypsum Board.
2. Division 23 for Mechanical Requirements.
3. Division 26 for Electrical Requirements.

1.02 ACTION SUBMITTALS

A. Product Data: Manufacturer's product specifications, and installation instructions for each acoustical ceiling material required, and for each suspension system, including certified laboratory test reports and other data as required to show compliance with these specifications.

1. Include manufacturer's recommendations for cleaning and refinishing acoustical units, including precautions against materials and methods that may be detrimental to finishes and acoustical performances.

B. Samples: For each exposed product and for each color and texture specified.

1.03 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Evaluation reports.

C. Field quality-control reports.

1.04 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.05 QUALITY ASSURANCE

A. Installer: A company with not less than 3 years of documented successful experience in installation of acoustical ceilings similar to requirements for this Project.

1. References required for approval.

1.06 PROJECT CONDITIONS

- A. Do not install acoustical ceilings until the following conditions are met:
  - 1. Space is enclosed and weatherproof.
  - 2. Wet work in space completed and nominally dry.
  - 3. Work above ceilings is completed.
  - 4. Ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.
- B. Maintain a light level of a minimum of 50 fc during entire installation.

1.07 COORDINATION

- A. It shall be this contractor's responsibility to coordinate with mechanical and electrical trades with respect to their requirements for additional suspension system components. Additional components required shall be furnished and installed by this contractor.

1.08 MAINTENANCE STOCK

- A. At time of completing installation, deliver stock of maintenance material to Owner.
  - 1. Furnish full size units matching units installed, packaged with protective covering for storage, and identified with appropriate labels.
  - 2. Furnish amount equal to 3 percent of acoustical units and exposed suspension installed.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
  - 2. Smoke-Developed Index: 50 or less.

2.02 ACOUSTICAL PANEL CEILINGS, GENERAL

- A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 20 percent.
- B. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.
- C. Acoustical Panel Standard: Comply with ASTM E 1264.
- D. Metal Suspension System Standard: Comply with ASTM C 635.
- E. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

## 2.03 ACOUSTICAL PANELS

- A. Manufacturers: Provide manufacturer's standard lay-in panels of type recommended by manufacturer for application indicated. Provide sizes shown by reflected ceiling plans or, if not otherwise indicated, 2'-0" by 2'-0" grid-size panels, with white washable finish.
- B. Mineral Fiber Acoustical Tile: Provide units that are sag resistant and with Antimicrobial solution (MOLD AND MILDEW GUARD) not less than 5/8-inch thick and of density not less than 10 pounds per cubic foot, medium-coarse non-directional texture, NRC 0.50 to 0.60, CAC 25 to 33, light reflectance over 75 percent. Products offered by manufacturers to comply with requirements include the following:
  - 1. No. 1728 Fine Fissured Square Edge; Armstrong World Industries, Inc.
  - 2. Van-157 Vantage 10 Trim Edge; CertainTeed Corp.
  - 3. No. 2210 Radar ClimaPlus Square Edge; U.S. Gypsum Co.

## 2.04 METAL SUSPENSION SYSTEM

- A. Comply with ASTM C 635, as applicable to type of suspension system required for type of ceiling units indicated. Coordinate with other work supported by or penetrating through ceilings, including light fixtures, HVAC equipment, and partition system (if any). Structural Class of the system shall be intermediate-duty.
- B. Attachment Devices: Size for 5 times design load indicated in ASTM C 635, Table I, Direct Hung.
  - 1. Hanger Wires: Galvanized carbon steel, ASTM A 641, soft temper pre-stretched, yield-stress load of at least 3 times design load, but not less than 12 gage (0.106 inch).
  - 2. Type of System: Either direct or indirect-hung suspension system, at Contractor's option.
  - 3. System Manufacturer: Same as acoustical unit manufacturer or one of the following:
    - a. Armstrong World Industries, Inc.
    - b. CertainTeed Corp.
    - c. Chicago Metallic Corp.
    - d. USG Interiors, Inc.
- C. Edge Moldings: Manufacturer's standard channel molding for edges and penetrations of ceiling, with single flange of molding exposed, white baked enamel finish unless otherwise indicated.
- D. Exposed Suspension System: Manufacturer's standard exposed runners, cross-runners and accessories, or types and profiles indicated, with exposed cross runners coped to lay flush with main runners. Provide uniform factory-applied finish on exposed surfaces of ceiling suspension system, including moldings, trim, and accessories. Use manufacturer's standard baked enamel finish, color white, unless otherwise selected by MDOT Architect.

## 2.05 MISCELLANEOUS MATERIALS

- A. Edge Trim Molding: Same material and finish as grid.
- B. Hold-Down Clips: Where required for wind uplift resistance or fire-resistance rating, provide standard spring steel clips, except provide accessible type at locations indicated on drawings.

- C. Touch-up Paint: Type and color to match acoustical panel and grid units.

### PART 3 - EXECUTION

#### 3.01 COORDINATION

- A. Mechanical and electrical work above suspended ceiling shall be strictly coordinated with the work in this Section.

#### 3.02 EXAMINATION

- A. Installer must examine conditions under which acoustical ceiling work is to be performed and must notify Contractor in writing of unsatisfactory conditions.
  - 1. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

#### 3.03 PREPARATION

- A. Furnish layouts for inserts, clips, or other supports required to be installed by other trades for support of acoustical ceilings.
  - 1. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling.
  - 2. Avoid use of less-than-half width units at borders, and comply with reflected ceiling plans wherever possible.
- B. Verify that layout of hangers will not interfere with other work.

#### 3.04 INSTALLATION

- A. Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and Cisca's "Ceiling Systems Handbook."
  - 1. Comply with governing regulations, fire resistance rating requirements as indicated, and industry standards applicable to the Work.
  - 2. Hangers: Support only from building structural members.
    - a. Locate hangers near each end and spaced 4 feet along each carrying channel or direct-hung runner, unless otherwise indicated, leveling to tolerance of 1/8 inch in 12 feet.
    - b. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eye-screws, or other devices which are secure and appropriate for substrate, and which will not deteriorate or fail with age or elevated temperatures.
  - 3. Edge Molding: install edge moldings of type indicated at perimeter of acoustical ceiling area and at locations where necessary to conceal edges of acoustical units.
    - a. Screw-attach moldings to substrate at intervals not over 16 inches on center and not more than 3 inches from ends, leveling with ceiling suspension system to tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.

4. Install acoustical panels in coordination with suspension system, with edges concealed by support of suspension members. Fit acoustical panel units in place, free from damaged edges or other defects detrimental to appearance and function.
    - a. Scribe and cut panels to fit accurately at borders and at penetrations.
    - b. Install hold-down clips in areas indicated, and in areas where required by governing regulations or for fire- resistance ratings; space as recommended by panel manufacturer, unless otherwise indicated or required.
  - B. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.
  - C. Where round obstructions occur, provide preformed closures to match perimeter molding.
- 3.05 ADJUSTING AND CLEANING
- A. Adjust sags or twists which develop in the ceiling system and replace parts that are damaged or faulty.
  - B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members; comply with manufacturer's instructions for cleaning and touch-up of minor finish damage.
    1. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 09 65 13

RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Resilient wall base, and accessories.
- B. Related Sections:
  - 1. Section 09 05 15 - Color Design (for color selection).

1.02 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data (Not MSDS) and written instructions for recommended installation and maintenance practices for each type of product and accessories indicated.
- B. Samples: Full-size units by 6" long of each color of resilient wall base required.

1.03 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.04 QUALITY ASSURANCE

- A. Wherever possible, provide resilient wall base, adhesives, cleaners, polishes and accessories produced by a single manufacturer.
- B. Secure the service of an experienced, professional floor service company to provide necessary equipment and manpower to complete the Work.
- C. Fire- Test-Response Characteristics:
  - 1. As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - 2. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

1.05 PROJECT CONDITIONS

- A. Continuously heat areas to receive resilient wall base to 70 degrees F. for at least 48 hours prior to installation, when project conditions are such that heating is required.
  - 1. Maintain 70 degrees F. temperature continuously during and after installation as recommended by manufacturer but not less than 48 hours.
  - 2. Maintain a minimum lighting level of 50 fc during installation.
  - 3. Install resilient products after other finishing operations, including painting, have been completed.

## PART 2 - PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS

- A. Drawings and Specifications are based on products manufactured by Johnsonite, Chagrin Falls, OH. Tel. No. (800) 899-8916.
- B. Equivalent products by the following manufacturers are acceptable:
  - 1. Armstrong Commercial Flooring, Lancaster, PA. Tel. No. (800) 292-6308.
  - 2. Azrock Commercial Flooring, Florence, AL. Tel. No. (800) 558-2240.
  - 3. Flexco, Inc. Tuscumbia, AL. Tel. (800) 633-3151.
  - 4. Mannington Commercial, Calhoun, GA. Tel. No. (800) 241-2262.
- C. Substitutions: Products 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 - Product Requirements.

### 2.02 RESILIENT BASE

- A. Rubber Base: Comply with ASTM F-1861, Type TP, Group 1 (solid) Standard Specification for Resilient Wall Base, with matching end stops and preformed or molded corner units as available.
  - 1. Size: Resilient Wall Base shall be 4 inches high, 0.125-inch gage, length 120 feet, standard top-set cove.
  - 2. Color: As selected by MDOT Architect from full range of colors.

### 2.03 ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Installer shall examine the areas and conditions under which resilient wall base and accessories are to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work.
  - 1. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

### 3.02 PREPARATION

- A. Acclimate wall base and accessories to job site conditions for at least 48 hours prior to installation
- B. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

- C. Immediately before installation, clean substrates to be covered by resilient wall base.

### 3.03 INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilaster, casework and other permanent fixtures in rooms or areas where base is required. Install base in as long lengths as practicable (continuous between openings and wall to wall), with preformed corner units.
- C. Tightly bond base to backing throughout the length of each piece, with continuous contact at horizontal and vertical surfaces.
- D. Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at all unprotected edges of flooring, unless otherwise shown.

### 3.04 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient wall base.
- B. Cleaning: Remove excess adhesive or other surface blemishes, using neutral type cleaners as recommended by resilient wall base manufacturer.
- C. Protection: Protect installed resilient wall base from damage by covering with protection paper.

END OF SECTION

SECTION 09 68 18

TEXTILE COMPOSITE FLOORING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes: Textile composite flooring modules, walk-off modular tiles, and accessories as shown on the Drawings and schedules and as indicated by the requirements of this Section.
- B. Related Sections:
  - 1. Section 09 05 15 Color Design for color selection.
  - 2. Section 09 65 00 Resilient Flooring for rubber base and accessories.

1.02 SUBMITTALS

- A. Submit to MDOT Architect two (2) 6-1/2 inches by 6-1/2 inches (minimum size) finished samples of the exact type of flooring proposed, including quality, pattern, color and backing for acceptance prior to shipment.
- B. Submit manufacturer's warranties, installation instructions, and maintenance instructions for acceptance prior to shipment.
  - 1. Do not submit Material Safety Data Sheets to MDOT Architect for approval.
- C. Submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required flammability tests as well as other testing requirements as listed under 1.03 E

1.03 EXTRA MATERIALS

- A. Furnish Owner with overage stock of 5 percent of Textile Composite Flooring.

1.04 QUALITY ASSURANCE AND REGULATORY REQUIREMENTS

- A. Qualifications of flooring installation contractor: The work shall be done by installation firms specializing in commercial flooring and carpet installation. It is required, that the firm or individual shall be a member of the Floor Covering Installation Contractors Association (FCICA) and/or certified by the Certified Floorcovering Installers Association (CFI). Flooring contractor to be specialty contractor normally engaged in this type of work and shall have three (3) years minimum documented experience in commercial installation of similar flooring materials and participation in manufacturer's environmental program including responsible flooring removal, recycling, and installation.
- B. Flooring installer will be responsible for the proper product installation, including floor preparation in all the areas indicated in the Drawings to receive Kinetex modules. The installation standard will be as listed in J+J Flooring Group Kinetex Installation Instructions.
- C. Manufacturer qualifications: Manufacturing facility to ISO 14001 certified and have a minimum of 10 years experience in the manufacture of commercial flooring.

- D. Manufacturer to provide field service personnel to assist in project start-up as required by the job and will notify Owner, Architect, General Contractor, or another designated contact if any installation instructions are not followed.
- E. Flooring materials shall meet the following test performance criteria as tested by a recognized independent testing laboratory. Certified test reports shall be submitted by the manufacturer for each test method. Products submitted for approval shall meet requirements listed below:
  - 1. Pill Test / DOC-FF-1-70 (ASTM D-2589) - Requirement: Pass
  - 2. Flooring Radiant Panel / ASTM E-648 - Requirement: Class I (Above .45 w/cm)
  - 3. CRI VOC Chamber Test/Indoor Air Quality test (CRI-IAQ) Green Label Plus™ Test.
  - 4. Lightfastness: Rating of not less than 5 on International Grey Scale after 40 SFU's when tested in accordance with AATCC Test Method 16E.
  - 5. Crockfastness: Minimum stain rating on International Grey Scale of not less than 5 wet or dry when tested in accordance with AATCC Test Method 165.
  - 6. Atmospheric Fading: Burned Gas shall not be less than 5 on International Grey Scale after two cycles on each test as per AATCC Test Method 129 Ozone and AATCC Test Method 23.
  - 7. Noise Reduction Coefficient (ASTM C 423-02): NRC Rating of 0.30
  - 8. Impact Insulation Classification (ASTM E 492-09): IIC Rating of 64
  - 9. Slip Resistance (ASTM 1028-96): Complies with ADA Guidelines for level surface
  - 10. Thermal Insulation (ASTM C 518): R-4

#### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the installation site in the manufacturer's original packaging and in good condition. Packaging to contain manufacturer's name and marks, identification number, shipping and handling instructions and related information. Place pallets of textile composite flooring modules on a flat surface (do not double stack pallets).
- B. Delivered and stored materials shall be available for inspection as required by the Owner, Architect, installer and the manufacturer.
- C. Materials, including adhesives, shall be delivered to the installation site at a minimum of 48 hours prior to the start of installation and stored in a clean and dry room that measures above 65 deg F and below 95 deg F and measures between 10 percent and 65 percent relative humidity (RH).

#### 1.05 ENVIRONMENTAL/FIELD CONDITIONS

- A. To maintain temperature and relative humidity, permanent heating and air conditioning systems (HVAC) shall be in operation. After work is completed, the ambient room temperature should remain at 65 deg F and relative humidity between 10 percent and 65 percent for 48 hours. These materials and related adhesives shall be protected from the direct flow of heat from heating fixtures and appliances such as hot-air registers, radiators, or other. Site conditions shall include those specified in the flooring manufacturer's installation instructions and shall also include sufficient heat, light and power required for effective and efficient working condition.

## 1.06 WARRANTIES

- A. Manufacturers Warranties: All warranties shall be issued by the manufacturer as standard published warranties on all types of flooring modules within this document. Second source warranties that involve parties other than the textile composite flooring manufacturer are unacceptable. If the product fails to perform as warranted when installed according to the J+J Flooring Group's Kinetex installation instruction and maintained according to J+J Flooring Group's Kinetex maintenance instructions, the affected area will be repaired or replaced at the expense of the manufacturer. J+J Flooring Group will provide standard published written performance warranties for the following:
1. Lifetime product performance. Will not delaminate along seams or lose more than five (5 percent) percent by weight of fiber during its useful life.
  2. Lifetime static propensity, meaning built-in protection below 3.0 kv as tested under AATCC-134.
  3. Lifetime Stain Removal
  4. Lifetime Colorfastness (Light and Crocking)
- B. Installers Warranty: Flooring installer shall provide Owner a written warranty that guarantees the completed installation to be free from defects in materials and workmanship for a period of no less than two (2) years after the Date of Completion.

## PART 2 PRODUCTS

## 2.01 MANUFACTURERS

- A. Basis of Design: Equal to Kinetex and Invision brands of J+J Flooring Group, P.O. Box 1287, Dalton, GA, 30722. [\(800\) 241-4586](tel:8002414586), JJ-KINETEX.COM and JJ-INVISION.COM. Please contact Amy Taylor , [\(601\) 317-9919](tel:6013179919), Amy.Taylor@jjflooringgroup.com .
1. Manufacturers: Subject to compliance with requirements, the following manufacturers products are acceptable::
    - a. Forbo - Flotex
    - b. Bolyu – Svelte
- B. Substitutions 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 - Product Requirements.

## 2.02 FLOORING MATERIALS

- A. Kinetex Textile Composite Flooring Modules (tiles) TCF-1
1. Product: Strata Plank 1826
  2. Color: Ref to Section 09 05 15-Color Design
  3. Backing: Polyester Felt Cushion
  4. Dye Method: Solution Dyed
  5. Wear Layer: Universal Fibers Polyester
  6. Total Weight (Nominal Average): 4.5 oz - 5.2 oz / square foot
  7. Pattern Repeat: N/A
  8. Soil Release: Yes
  9. Standard Size: 18 inches by 36 inches

10. Warranties: Lifetime Product Performance, Colorfastness to Light & Crocking, Stain Removal, Static Protection, Protection from Edge Ravel and Delamination Failure; Lifetime Dimensional Stability.
11. Testing Specifications:
  - a. Pill Test: Yes.
  - b. Flooring Radiant Panel: Class 1
  - c. Smoke Density: Less than 450.0 flaming (ASTM E 662)
  - d. Static Test: Less than 3.0kv (AATCC-134)
12. Recycled content: Minimum of 55 percent recycled content
13. NSF/ANSI 140 Platinum Certified
14. Closed-loop recyclable

C. J+J Incognito Walk-off Modular (tiles) TCF-2

1. Product: Incognito Walk-off Modular 7069 manufactured by J&J Flooring Group
2. Color: Ref to Section 09 05 15-Color Design
3. Construction: Textured Patterned Loop
4. Backing: Nexus® Modular
5. Dye Method: Solution Dyed
6. Fiber Type: Encore® SD (with recycled content)
7. Face Weight: 29oz./s(983grams/m2)
8. Pile Density: 8717 oz./y3. (323.kg/
9. Gauge: 1/12 (4.72 rows/cm)
10. Stitches: 12.00 stitches/in (4.72 stitches/cm)
11. Pattern Repeat: N/A
12. Soil Release: No
13. Stain Resistance: Yes
14. Bleach Resistance: Yes
15. Optional Treatments: Yes
16. Standard Size: 24 inches by 24 inches
- 17.. Warranties: Lifetime Fiber Performance for Wear, Lifetime for Tuft Bind Strength (edge ravel, yarn pulls, zippering), Lifetime Protection from Delamination Failure, Lifetime Fiber Performance for Static, Lifetime Colorfastness to Atmospheric Contaminants, Lifetime Stain Removal
18. Testing Specifications:
  - a. Pill Test: Yes
  - b. Flooring Radiant Panel: Class 1
  - c. Smoke Density: Less than 450.0 flaming (ASTM E 662)
  - d. Static Test: Less than 3.0kv (AATCC-134)
  - e. Lightfastness Test: 1

2.03 ADHESIVES

A. Comply with manufacture's written recommendations.

1. Kinetex® Adhesive, an aggressive, pressure-sensitive adhesive designed for the installation of Kinetex textile composite flooring modules is required.
2. Commercialon® Premium Modular Pressure Sensitive Adhesive, a premium modular flooring adhesive specifically formulated for bonding J+J Flooring Group's Nexus® Modular PVC backed carpet to the floor

2.04 ACCESSORIES

- A. Provide transition/reducing strips tapered to meet abutting materials as indicated in the Drawings.
- B. Provide edge strips made of extruded aluminum with a mill finish, unless otherwise noted.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine and verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive installation of modules.
- B. Verify that floor-mounted utilities are in correct location and that concrete sub-floor surfaces are dry enough and ready for flooring installation by testing for moisture emission rate and alkalinity in accordance with ASTM F 710; obtain instructions if test results are not within limits recommended by carpet manufacturer and adhesive materials manufacturer.
- C. J+J Flooring Group requires that flooring be inspected prior to installation for proper style, color and potential defects. No claims will be honored if the modules are installed with visible defects. Should there be a problem, call J+J Flooring Group's Customer Relations Department at [800.241.4586](tel:800.241.4586).

3.02 PREPARATION

- A. Surface Preparation: Dust, dirt, debris and non-compatible adhesive must be removed before the installation begins. Surfaces must be smooth and level with all holes and cracks filled with Portland cement-based patch reinforced with polymers. Adhesive cannot be applied to any substrate where chemical or solvent-based cleaners have been used.
- B. Floor slab preparation is to include all required work to prepare the floor for installation of the product as specified in this document. Floor slab preparation shall meet conditions as specified in J+J Flooring Group's Kinetex textile composite flooring installation instructions.
- C. Concrete Moisture Testing and Ph Testing: Substrate surfaces must be tested for moisture emission. The Contractor shall perform moisture testing prior to starting the installation. ASTM-F 2170-2 relative humidity probe moisture testing is required. Acceptable relative humidity probe testing results are up to 95 percent RH. Alkalinity tests shall also be performed per ASTM F 710. The maximum acceptable pH is 10.0.
- D. New Concrete - New concrete must be fully cured and free of moisture (comply with ASTM F 710). New concrete requires a curing period of approximately 90 days.

## 3.03 INSTALLATION OF FLOORING

- A. Once the temperature and relative humidity in area for installation have been stabilized, loose lay the modules within the installation area and allow them to precondition for 48 hours prior to installation. Module installation shall not commence until painting and finishing work is complete and ceiling and overhead work is tested, approved and completed. Traffic shall be closed during the installation of the textile composite flooring products. Verify concrete slabs are dry per the standards for bond and moisture tests listed in the manufacturer's installation instructions.
- B. Install flooring in strict accordance with the finish drawings and J+J Flooring Group's installation instructions for each type of flooring.
- C. Full Spread Adhesive System: J+J Flooring Group require the use of their adhesives. No substitutions are allowed for adhesive
  - 1. Full Spread Kinetex Adhesive: The spread rate for Kinetex Adhesive is approximately 1080 square feet per four gallon pail and can be spread using a 1/16 inch by 1/32 inch by 1/32 inch U-notched trowel or applied using a 3/8 inch foam or nap roller.
    - a. Allow to dry until transparent or adhesive does not transfer to finger when touched. Drying time will vary with temperature, humidity and air velocity, however modules must be installed within two hours after adhesive has dried.
  - 2. Full spread Commercialon® Premium Modular Pressure Sensitive Adhesive using a 1/32 inch by 1/16 inch by 1/16 inch "U" or "V" notch trowel or spread using a 3/8 inch foam paint roller. Keep the roller saturated and wet with adhesive throughout the installation in order to maintain a constant spread rate. Allow to completely dry so adhesive does not transfer when touched. The spread rate for Commercialon Premium Modular Adhesive is approximately 140 sq. yds. per four gallon bucket. Nexus® Modular Spray Adhesive is available in a 14 lbs cylinder (coverage is approx. 165 sq yds). Note: Inadequate amounts of adhesive can cause modules to shift and move and will not be covered by warranty. Warranty coverage requires the use of Commercialon Premium Modular.
- D. Module Placement: Arrows are printed on the module backing to show pile/machine direction. A tight installation without compression is mandatory for optimum performance and appearance of the modular installation. It is critical that each module uniformly touch each adjoining module without a gap. To ensure a clean tight fit, do not pull/tug or slid-in modules, but instead lay each module into its location against the adjoining module. See specific product specifications for approved installation method(s).
- E. Pallet and Bundle Sequencing: It is very important to install Kinetex and Invision modules in the order they were manufactured; this is easily accomplished by selecting pallets in sequential order and following the numbers located on each bundle of modules. Typically, an installation will begin with the lowest bundle numbers and progress through the highest numbers until the project is complete. Installing modules by bundle sequence will assure the most even uniform look possible. (For layout and installation instructions refer to J+J Flooring Group's Kinetex and Invision Installation Instructions.)

- F. Completing Installation: To avoid dislodging modules, do not walk on or move furniture onto modules until the area is completely anchored. Roll entire area with 75-100 lb. roller in both directions (north-south and east-west) after completion of installation. Protect new modular surface with sheets of plywood or hardboard when transporting heavy furniture on carts or dollies. As a final step, vacuum the entire area with an upright vacuum.

#### 3.04 INSTALLATION OF ACCESSORIES

- A. Install accessories as required by drawings and per manufacturer's specifications.

#### 3.05 CLEANING AND PROTECTION

- A. Follow J+J Flooring Group's maintenance guidelines.
- B. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- C. Clean and vacuum surfaces.

END OF SECTION

## SECTION 09 90 00

## PAINTS AND COATINGS

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Painting and finishing of (exterior sheet metal flashings & trim damaged by replacement work) and new interior exposed items and surfaces throughout the project, except as otherwise indicated. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified under other Sections of the Work.
  - 1. The Work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under the mechanical and electrical Work, except as otherwise indicated.
  - 2. "Paint" means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
  - 3. Paint new Gypsum Board Ceiling and other new work as required.
- B. Related Sections: Section 09 05 15 – Color Design.

## 1.02 PAINTING NOT INCLUDED

- A. The following categories of Work are not included as parts of the field-applied finish Work, or are included in other Sections of these Specifications.
- B. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various Sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated or factory-built mechanical and electrical equipment or accessories.
- C. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) plastic toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixture, switch-gear and distribution cabinets, elevator entrance frames, door and equipment.
- D. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, furred areas, pipe spaces, and duct shafts.
- E. Finished Metal surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.
- F. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated. Do not paint over any code-required labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

## 1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.
- B. Samples for Initial Selection: For each type of topcoat product indicated. Submit color samples for selection by Architect from manufacturer's full range of colors. Indicate submitted manufacturer's closest STANDARD colors that match colors specified or provide "Custom" color if not match.
- C. Samples for Verification: For each type of paint system and each color and gloss/sheen of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
  - 1. Comply with Articles 3.7 and 3.8 indicating each type of primer, intermediate coat and topcoat required for each substrate by product name and number.
  - 2. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
- E. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer / supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product / color / finish was used, product data pages, Material Safety Data sheets (MSDS), care and cleaning instructions, including touch-up procedures.
- F. Substitutions for Convenience: Architect will consider formal written requests from Contractor for substitution of products in place of those specified if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating or fail to meet the performance criteria of the specified materials WILL NOT be approved. All primers and topcoats plus the seam sealer and pit filler shall be furnished by the same manufacturer to ensure compatibility.

## 1.04 QUALITY ASSURANCE

- A. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified.
  - 2. Final approval of color selections will be based on benchmark samples.
    - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

## 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Name or title of material.
  - 2. Fed. Spec. Number, if applicable.
  - 3. Manufacturer's stock number and date of manufacturer.
  - 4. Manufacturer's name.
  - 5. Contents by volume, for major pigment and vehicle constituents.
  - 6. Thinning instructions.
  - 7. Application instructions.
  - 8. Color name and number.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

## 1.06 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instruction. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

## 1.07 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
  - 1. Quantity: Furnish an additional 5 percent, but not less than 1 gallon of each material and color applied.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Benjamin Moore & Company, Montvale, NJ. Tel. (800) 344-0400.
  - 2. Farrell-Calhoun Paint, Memphis, TN. Tel. (901) 526-2211.
  - 3. PPG Paints, Inc., Pittsburgh, PA. Tel (412) 434-3131.
  - 4. Rust-Oleum, Vernon Hills, IL. 60061. Tel. (800) 323-3584.
  - 5. Sherwin-Williams Company, Cleveland, OH 44115. Tel. (800) 321-8194.
- B. Substitutions shall fully comply with specified requirements and Section 01 25 00-Substitution Procedures and Section 01 60 00-Product Requirements.

## 2.02 COLORS AND FINISHES

- A. Paint colors, surface treatments, and finishes will be selected from color chips submitted by contractor. Prior to beginning Work, the Architect will select color chips for surfaces to be painted. Use representative colors when preparing samples for review. Final acceptance of colors will be from samples.
- B. Colors Pigments: Pure, non-fading, applicable types to suit the substrates and service indicated. Lead content in the pigment, if any, is limited to contain not more than 0.5 percent lead, as lead metal based on the total non-volatile (dry-film) of the paint by weight.
- C. Paint Coordination: Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coats system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials provided for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primer or remove and reprime as required. Notify the Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

## 2.03 MATERIAL QUALITY

- A. Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, BEST GRADE product WILL NOT be acceptable. Proprietary names used to designate colors or materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers.
- B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Applicator must examine the areas and conditions under which painting Work is to be applied and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator. Starting of painting Work will be construed as the Applicator's acceptance of the surfaces and conditions within any particular area.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Gypsum Board: 12 percent.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

### 3.02 SURFACE PREPARATION

- A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.
  - 1. Clean surfaces to be painted before applying paint or surface treatments.
  - 2. Remove oil and grease prior to mechanical cleaning.
  - 3. Schedule the cleaning and painting so that contaminants from the cleaning process with not fall onto wet, newly painted surfaces.
- B. Ferrous Metals:
  - 1. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
  - 2. Touch-up shop-applied prime coats wherever damaged or bare. Where required by other Sections of these Specifications clean and touch-up with the same type shop primer.
- C. Galvanized Surfaces: Clean free of oil and surface contaminants with acceptable non-petroleum based solvent.

### 3.03 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.

### 3.04 APPLICATION

- A. Apply paint in accordance with the manufacturer's directions. Use applications and techniques best suited for the substrate and type of material being applied. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
- B. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint. Paint the back- sides of access panels, and removable or hinged covers to match the exposed surfaces.
- C. Omit the first coat (primer) on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated or barrier coat is required for compatibility.
- D. Scheduling Paint: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

- E. Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- F. Mechanical and Electrical Work: Painting of mechanical and electrical Work include items exposed to view in mechanical equipment rooms, in occupied spaces and where indicated on Drawings or specified in other Sections. Coordinate with Mechanical, Plumbing and Electrical Sections.
  - 1. Mechanical items to be painted include, but are not limited to, the following:
    - a. Piping, pipe hangers, and supports.
    - b. Heat exchangers.
    - c. Tanks.
    - d. Ductwork.
    - e. Motor, mechanical equipment and supports.
    - f. Accessory items.
  - 2. Electrical items to be painted include, but are not limited to, the following:
    - a. Conduit and fittings.
    - b. Switchgear.
- G. Prime Coats: Apply a prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- H. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.
- I. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint Work not in compliance with specified requirements.

### 3.05 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
  - 1. Owner may engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
  - 2. Testing agency will perform tests for compliance of paint materials with product requirements.
  - 3. Owner will direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements.
  - 4. Contractor shall remove non-complying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials.
  - 5. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## 3.06 CLEANING AND PROTECTION

- A. Cleaning: During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- B. Protection: Protect Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Correct damage by others for protection of their Work, after completion of painting operations. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces.

## 3.07 EXTERIOR PAINTING SCHEDULE

- A. Provide the following Benjamin Moore paint systems for the various substrates, as indicated:
  - 1. Ferrous and Zinc Coated Metal (Where damaged by replacement work)
    - a. Prime Coat: Super Spec HP P04 Acrylic Metal Primer
    - b. Intermediate Coat: Super Spec HP P29 D.T.M. Acrylic Semi-gloss
    - c. Topcoat: Super Spec HP P29 D.T.M. Acrylic Semi-gloss
- B. Provide the following Ferrell-Calhoun paint systems for the various substrates, as indicated:
  - 1. Ferrous and Zinc Coated Metal (Where damaged by replacement work)
    - a. Prime Coat: F/C #5-56 Waterborne 100% Acrylic All Purpose Metal Primer (1.8 mils DFT)
    - b. Intermediate Coat: F/C Tuff-Boy 8000 Line Waterborne 100% Acrylic DTM (1.7 mils DFT)
    - c. Topcoat: F/C Tuff-Boy 8000 Line Waterborne 100% Acrylic DTM (1.7 mils DFT)
- C. Provide the following PPG Paints, Inc. paint systems for the various substrates, as indicated:
  - 1. Ferrous and Zinc Coated Metal (Where damaged by replacement work)
    - a. Prime Coat: PPG Pitt Tech DTM Acrylic Primer Finish, 90-712 Series (2.0-3.0 mils dry)
    - b. Intermediate Coat: PPG Pitt Tech DTM Acrylic Gloss Enamel, 90-374 Series (2.0-3.0 mils dry)
    - c. Topcoat: PPG Pitt Tech DTM Acrylic Gloss Enamel, 90-374 Series (2.0-3.0 mils dry)
- D. Provide the following Rust-Oleum paint systems for various substrates, as indicated:
  - 1. Ferrous and Zinc Coated Metal (Where damaged by replacement work)
    - a. Prime Coat: Rust-Oleum Universal Primer, (1.0-2.0 mils dry)
    - b. Intermediate Coat: Rust-Oleum 3700 Series DTM Acrylic, (2.0-3.0 mils dry)
    - c. Topcoat: Rust-Oleum 3700 Series DTM Acrylic, (2.0-3.0 mils dry)

- E. Provide the following Sherwin-Williams paint systems for the various substrates, as indicated:
1. Ferrous and Zinc Coated Metal (Where damaged by replacement work)
    - a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
    - b. Intermediate Coat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
    - c. Topcoat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)

### 3.08 INTERIOR PAINTING SCHEDULE

- A. Provide the following Benjamin Moore paint systems for the various substrates, as indicated:
1. Gypsum Drywall (Semi-Gloss)
    - a. Prime Coat: #N534 Ultra Spec 500 Interior Latex Primer
    - b. Intermediate Coat: #N539 Ultra Spec 500 Interior Semi-gloss Enamel
    - c. Topcoat: #N539 Ultra Spec 500 Interior Semi-gloss Enamel
  2. Gypsum Drywall( Egg Shell)
    - a. Prime Coat: #N534 Ultra Spec 500 Interior Latex Primer
    - b. Intermediate Coat: #N538 Ultra Spec 500 Interior Eggshell Enamel
    - c. Topcoat: #N538 Ultra Spec 500 Interior Eggshell Enamel
  3. Gypsum Drywall (in wet areas)
    - a. Prime Coat: #N534 Ultra Spec 500 Interior Latex Primer
    - b. Intermediate Coat: #V341 Waterborne Epoxy
    - c. Topcoat: #V341 Waterborne Epoxy
  4. Ferrous and Zinc Coated Metal
    - a. Prime Coat: P04 Super Spec HP Acrylic Metal Primer
    - b. Intermediate Coat: #N539 Ultra Spec 500 Interior Semi-Gloss Enamel
    - c. Topcoat: #N539 Ultra Spec 500 Interior Semi-Gloss Enamel
  5. Painted Woodwork
    - a. Prime Coat: #N534 Ultra Spec 500 Interior Latex Primer Sealer
    - b. Intermediate Coat: #N539 Ultra Spec 500 Interior Semi-Gloss Enamel
    - c. Topcoat: #N539 Ultra Spec 500 Interior Semi-Gloss Enamel
- B. Provide the following Ferrell-Calhoun paint systems for the various substrates, as indicated:
1. Gypsum Drywall (Semi-Gloss)
    - a. Prime Coat: F/C #380 Perfik-Seal Interior Latex Primer/Sealer (1.8mils DFT)
    - b. Intermediate Coat: F/C #3300 Line Evergreen "Zero Voc" Acrylic Int/Ext Semi-Gloss Enamel (2.0 mils DFT)
    - c. Topcoat: F/C #3300 Line Evergreen "Zero Voc" Acrylic Int/Ext Semi-Gloss Enamel (2.0 mils DFT)
  2. Gypsum Drywall( Egg Shell)
    - a. Prime Coat: F/C #380 Perfik-Seal Interior Latex Primer/Sealer (1.8mils DFT)
    - b. Intermediate Coat: F/C #3900 Line Evergreen "Zero Voc" Acrylic Int/Ext Latex Eggshell Enamel (2.1 mils DFT)
    - c. Topcoat: F/C #3900 Line Evergreen "Zero Voc" Acrylic Int/Ext Latex Eggshell Enamel (2.1 mils DFT)

3. Gypsum Drywall (in wet areas)
    - a. Prime Coat: F/C#235 Interior/Exterior 100% Acrylic Latex Undercoater (1.7 mils DFT)
    - b. Intermediate Coat: F/C #3300 Line 100% Acrylic Interior Semi-Gloss Enamel (1.6 mils DFT)
    - c. Topcoat: F/C #3300 Line 100% Acrylic Interior Semi-Gloss Enamel (1.6 mils DFT)
  4. Ferrous and Zinc Coated Metal
    - a. Prime Coat: F/C #5-56 100% Acrylic All Purpose Metal Primer (1.8 mils DFT)
    - b. Intermediate Coat: F/C #600 Line 100% Acrylic Interior Semi-Gloss Latex Enamel (1.9 mils DFT)
    - c. Topcoat: F/C #600 Line 100% Acrylic Interior Semi-Gloss Latex Enamel (1.9 mils DFT)
  5. Painted Woodwork
    - a. Prime Coat: F/C #699 Waterborne 100% Acrylic Enamel Undercoater (1.6 mils DFT)
    - b. Intermediate Coat: F/C #600 Line 100% Acrylic Interior Semi-Gloss Latex Enamel (1.9 mils DFT)
    - c. Topcoat: F/C #600 Line 100% Acrylic Interior Semi-Gloss Latex Enamel (1.9 mils DFT)
- C. Provide the following PPG Paints, Inc. paint systems for the various substrates, as indicated:
1. Gypsum Drywall (Semi-Gloss)
    - a. Prime Coat: PPG Pure Performance Zero VOC Interior Latex Primer, 9-900 (1.4 mils dry)
    - b. Intermediate Coat: PPG Pure Performance Zero VOC Interior Latex Semi-Gloss, 9-500 (1.4 mils dry)
    - c. Topcoat: PPG Pure Performance Zero VOC Interior Latex Semi-Gloss, 9-500 (1.4 mils dry)
  2. Gypsum Drywall( Egg Shell)
    - a. Prime Coat: PPG Pure Performance Zero VOC Interior Latex Primer, 9-900 (1.4 mils dry)
    - b. Intermediate Coat: PPG Pure Performance Zero VOC Interior Latex Eggshell, 9-300XI (1.4 mils dry)
    - c. Topcoat: PPG Pure Performance Zero VOC Interior Latex Eggshell, 9-300XI (1.4 mils dry)
  3. Gypsum Drywall (in wet areas)
    - a. Prime Coat: PPG Pure Performance Zero VOC Interior Latex Primer, 9-900 (1.4 mils dry)
    - b. Intermediate Coat: PPG Pitt Glaze Waterborne Acrylic Epoxy, 16-551 Series (2.0-3.0 mils dry)
    - c. Topcoat: PPG Pitt Glaze Waterborne Acrylic Epoxy, 16-551 Series (2.0-3.0 mils dry)
  4. Ferrous and Zinc Coated Metal
    - a. Prime Coat: PPG Pitt-Tech DTM Acrylic Primer Finish, 90-712 (2.0 to 3.0 mils dry)
    - b. Intermediate Coat: PPG Interior Exterior Semi-Gloss Acrylic Metal Finish, 7-374 (1.5 to 2.0 mils dry)
    - c. Topcoat: PPG Interior Exterior Semi-Gloss Acrylic Metal Finish, 7-374 (1.5 to 2.0 mils dry)

5. Painted Woodwork
    - a. Prime Coat: PPG Seal Grip Interior Acrylic Primer Finish, 17-951 (1.2 mils dry)
    - b. Intermediate Coat: PPG Interior Exterior Semi-Gloss Acrylic Metal Finish, 7-374 (1.5 to 2.0 mils dry)
    - c. Topcoat: PPG Interior Exterior Semi-Gloss Acrylic Metal Finish, 7-374 (1.5 to 2.0 mils dry)
- D. Provide the following Rust-Oleum paint systems for the various substrates, as indicated:
1. Gypsum Drywall (Semi-Gloss)
    - a. Prime Coat: Rust-Oleum Zinsser Dry Wall Primer (1.0-1.5 mils dry)
    - b. Intermediate Coat: Rust-Oleum Zinsser Perma White Interior Acrylic Semi-Gloss, (1.5-2.0 mils dry)
    - c. Topcoat: Rust-Oleum Zinsser Perma White Interior Acrylic Semi-Gloss, (1.5-2.0 mils dry)
  2. Gypsum Drywall( Egg Shell)
    - a. Prime Coat: Rust-Oleum Zinsser Dry Wall Primer (1.0-1.5 mils dry)
    - b. Intermediate Coat: Rust-Oleum Zinsser Perma White Interior Acrylic Satin, (1.5-2.0 mils dry)
    - c. Topcoat: Rust-Oleum Zinsser Perma White Interior Acrylic Satin, (1.5-2.0 mils dry)
  3. Gypsum Drywall (in wet areas)
    - a. Prime Coat: Rust-Oleum Zinsser Dry Wall Primer (1.0-1.5 mils dry)
    - b. Intermediate Coat: Rust-Oleum 5300 Series WB Epoxy (2.5-3.0 mils dry)
    - c. Topcoat: Rust-Oleum 5300 Series WB Epoxy (2.5-3.0 mils dry)
  4. Ferrous and Zinc Coated Metal
    - a. Prime Coat: Rust-Oleum Universal Primer, (1.0-2.0 mils dry)
    - b. Intermediate Coat: Rust-Oleum Zinsser Perma White Interior Semi Gloss Acrylic (1.5-2.0 mils dry)
    - c. Topcoat: Rust-Oleum Zinsser Perma White Interior Semi Gloss Acrylic (1.5-2.0 mils dry)
  5. Painted Woodwork
    - a. Prime Coat: Rust-Oleum Zinsser Bulls Eye 123 Acrylic Primer (1.0-1.5 mils dry)
    - b. Intermediate Coat: Rust-Oleum Zinsser Perma White Interior Acrylic Semi Gloss, (1.5-2.0 mils dry)
    - c. Topcoat: Rust-Oleum Zinsser Perma White Interior Acrylic Semi Gloss, (1.5-2.0 mils dry)
- E. Provide the following Sherwin-Williams paint systems for the various substrates, as indicated:
1. Gypsum Drywall (Semi-Gloss)
    - a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)
    - b. Intermediate Coat: S-W ProMar 200 Zero VOC Interior Latex Semi-Gloss, B31-2600 (1.6 mils dry)
    - c. Topcoat: S-W Harmony Low Odor Interior Latex Semi-Gloss, B10 Series (1.6 mils dry)

2. Gypsum Drywall( Egg Shell)
  - a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)
  - b. Intermediate Coat: S-W ProMar 200 Zero VOC Interior Latex EgShel, B20-2600 (1.6 mils dry)
  - c. Topcoat: S-W ProMar 200 Zero VOC Interior Latex EgShel, B20-2600 (1.6 mils dry)
3. Gypsum Drywall (in wet areas)
  - a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)
  - b. Intermediate Coat: S-W Waterbased Catalyzed Epoxy, B70W211/ B60V25 (2.5-3.0 mils dry)
  - c. Topcoat: S-W Waterbased Catalyzed Epoxy, B70W211/ B60V25 (2.5-3.0 mils dry)
4. Ferrous and Zinc Coated Metal
  - a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
  - b. Intermediate Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.0-3.0 mils dry)
  - c. Topcoat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.0-3.0 mils dry)
5. Painted Woodwork
  - a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)
  - b. Intermediate Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.4-3.0 mils dry)
  - c. Topcoat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.4-3.0 mils dry)

END OF SECTION

SECTION 10 21 15

SOLID PLASTIC TOILET COMPARTMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Removing existing compartments and replacing with new compartments
  - 1. Solid-plastic (polymer) toilet compartments, floor-mounted and overhead braced.
  - 2. Solid-Plastic wall-hung urinal screens.
- B. Related Sections: Section 09 05 15 – Color Design (for color selected).

1.02 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's sample warranty, color charts and detailed technical data for materials, fabrication, and installation, including catalog cuts of anchors, hardware, fastenings, and accessories.
- B. Shop Drawings: Submit job-specific shop drawings for fabrication and erection of toilet compartment assemblies not fully described by product drawings, templates, and instructions for installation of anchorage devices built into other Work.

1.03 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.04 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84, or another standard acceptable to authorities having jurisdiction, by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- B. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities" and ICC/ANSI A117.1 for toilet compartments designated as accessible.
- C. Field Measurements: Take field measurements prior to preparation of Shop Drawings and fabrication where possible, to ensure proper fitting of Work. However, allow for adjustments within specified tolerances wherever taking of field measurements before fabrication might delay Work.
- D. Coordination: Furnish inserts and anchorage, which must be built into other work for installation of toilet partitions and related work; coordinate delivery with other work to avoid delay.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Upon receipt of toilet partitions and other materials, installer shall examine the shipment for damage and completeness. Materials shall be stored in a clean, dry place. Stack all materials to prevent damage.

1.06 WARRANTY

- A. Manufacturer: Furnish a written warranty covering all plastic components against breakage, warping, corrosion and delamination for a period of 25 years.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Drawings and Specifications are based on products manufactured by Scranton Products Inc., 801 East Corey Street, Scranton, PA 18505. Tel. (800) 445-5148.
- B. Equivalent products by the following manufacturers are acceptable:
  - 1. Bradley Corp / Mills Partitions, Menomonee Falls, WI. Tel (414) 354-0100.
  - 2. General Partitions Mfg. Corp., Erie, PA. (814) 833-1154.
  - 3. Knickerbocker Partition Corp, Freeport, NY. Tel. (516) 546-0550.
- C. Substitutions 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 - Product Requirements.

2.02 MATERIALS

- A. General: Provide materials that have been selected for surface flatness and smoothness. Exposed surfaces that exhibit pitting, seam marks, roller marks, stains, discoloration, telegraphing of core material, or other imperfections on finished units are not acceptable.
- B. Doors, partitions, pilasters and urinal screens shall be fabricated from High Density Polyethylene (HDPE) material manufactured under high pressure forming a single component section which is waterproof, non- absorbent and has a self-lubricating surface that resists marring with pens, pencils or other writing utensils. All to arrive at job site with special protective plastic covering.
- C. Characteristics: Dual component compression molded High Density Polyethylene (HDPE) of solid virgin resin materials in colors that extend throughout the surface; doors, partitions and pilaster shall have (HDPE) as the core material).
  - 1. Doors, partitions, pilasters and urinal screens shall be a minimum of 1 inch thick and all edges machined to a radius of 0.250 inch and all exposed surfaces to be free of saw marks.
  - 2. Doors and dividing panels shall be 55 inches high and mounted 14 inches above the finish floor.
  - 3. Pilasters shall be 82 inches high and fastened into a 3-inch high stainless steel pilaster shoe with a stainless steel, torx head sex bolt.
  - 4. Urinal screens shall be 24 inches wide by 42 inches high with 41 inch continuous aluminum wall brackets.

5. Finish shall be similar and equal to standard color chart selections from Scranton Products. Color of doors and pilasters to be selected by the Project Engineer / MDOT Architect from Manufacturer's Classic and Mosaic color collection with orange peel texture.
6. Aluminum (heat sinc) edging strips to be fastened to the bottom edge of all doors and panels using vandal proof stainless steel fasteners.

## 2.03 HARDWARE

### A. Door Hardware:

1. Hinges: Aluminum continuous for door height.
2. Each door shall be supplied with one coat bumper / hook made of chrome plated zamak. Each handicapped door to include one door pull and one wall stop.
3. Door Strike and Keeper: fabricated from heavy-duty aluminum extrusion (6463-T5 alloy).
  - a. Finish: Clear anodized finish.
  - b. Length of Strike" 6 inches.
  - c. Fasteners: Wrap around flange surface mounted and through bolted to pilaster with one-way sex bolts.
4. Door Latch: Housing: Fabricated from heavy-duty aluminum extrusion (6463-T5 alloy).
  - a. Finish: Clear anodized finish.
  - b. Fasteners: Surface mounted and through bolted to door with one-way sex bolts.
  - c. Slide Bolt and Button: Heavy aluminum with a black anodized finish.

### B. Wall Brackets: Full-length continuous aluminum. Brackets shall be used for all panel to pilaster and pilasters to wall connections.

1. Attach brackets to adjacent wall construction with No. 14 by 1-1/2 inch stainless steel Phillips head screws.
2. Anchor screws directly behind the vertical edge of pilasters at 12-inch intervals along the full length of bracket and at each 12-inch interval alternately spaced between anchor connections.

### C. Headrail: Heavy-duty extruded aluminum (6463-T5 alloy) with anti-grip design.

1. Finish: Clear anodized finish.
2. Fasteners: Fastened to the headrail bracket by a stainless steel, torx head sex bolt, and fastened to the tops of pilasters with stainless steel, tamper resistant torx screws.

### D. Handrail Brackets: Headrail brackets shall be 16-gage stainless steel with a satin finish, and secured to the wall with #14 stainless steel screws.

### E. Accessories: Furnish units with chromium-plated finish, unless otherwise indicated.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.

- B. Clearances: Maximum 1/2 inch between pilasters and panels; 1 inch between panels and walls. Clearance at vertical edges of doors shall be uniform top to bottom and shall not exceed 1/4 inch.

3.02 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

3.03 CLEANING

- A. Clean exposed surfaces of partition systems using materials and methods recommended by manufacturer, and provide protection as necessary to prevent damage during remainder of construction period.

END OF SECTION

SECTION 10 26 13

CORNER GUARDS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Removing existing corner guards and replacing with new vinyl / acrylic surfaced mounted Corner Guards.

1.02 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and installation instructions for corner guards.
- B. Samples: Submit 3 samples of material finishes, profiles and colors for corner guards.

1.03 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.04 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: As determined by testing identical products per ASTM E 84, NFPA 255, or UL 723 by UL or another qualified testing agency.

PART 2 - PRODUCTS

2.01 CORNER GUARDS

- A. Surface-Mounted, Resilient, Plastic Corner Guards: Assembly consisting of snap-on plastic cover installed over continuous retainer; including mounting hardware; fabricated with 90 degree turn to match wall condition. Install full height, unless height indicated otherwise on the Drawings, at all outside corners in corridors and elsewhere as shown on the Drawings.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Construction Specialties, Inc. Model SSM-20 or comparable product by one of the following:
    - a. Arden Architectural Specialties, Inc.
    - b. IPC Door and Wall Protection Systems; Division of InPro Corporation.
    - c. Korogard Wall Protection Systems; a division of RJF International Corporation.
  - 2. Cover: Extruded rigid plastic, minimum 0.078-inch wall thickness; in dimensions and profiles indicated on Drawings.
    - a. Color and Texture: As selected by Project Engineer / MDOT Architect from manufacturer's full range. Refer to Section 09 05 15 – Color Design (for color selected).
  - 3. Retainer: Minimum 0.060-inch- thick, one-piece, extruded aluminum.
  - 4. Retainer Clips: Manufacturer's standard impact-absorbing clips.
  - 5. Top and Bottom Caps: Prefabricated, injection-molded plastic; color matching cover; field adjustable for close alignment with snap-on cover.

- B. Substitutions 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 - Product Requirements.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION

- A. General: Install impact-resistant corner guards level, plumb, and true to line without distortions. Comply with manufacturer's written installation instructions. Do not use materials with chips, cracks, voids, stains, or other defects that might be visible in the finished Work.
  - 1. Install impact-resistant corner guards in locations and at mounting heights indicated on Drawings.
  - 2. Provide mounting hardware, anchors, and other accessories required for a complete installation.
- B. Immediately after completion of installation, clean plastic covers and accessories using a standard, ammonia-based, household cleaning agent.
- C. Remove excess adhesive using methods and materials recommended in writing by manufacturer.

END OF SECTION

SECTION 11 31 15

RESIDENTIAL APPLIANCES AND EQUIPMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Removing existing appliances and replacing with units specified below.
  - 1. Electric Range.
  - 2. Refrigerator.
  - 3. Microwave.

1.02 ACTION SUBMITTALS

- A. Product Data: Manufacturer's brochures, technical data, installation, maintenance and operating instructions for each item and component part specified, including data substantiating that materials comply with requirements.

1.03 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. General Electric Company (GE), Louisville, KY. Tel. (800) 626-2000.
  - 2. Magic Chef Co., Cleveland, TN. Tel. (423) 472-3371.
  - 3. Sears Brands LLC (Kenmore). Hoffman Estates, IL. Tel. (847) 286-2994.
  - 4. Whirlpool Corporation, Benton, MI, Tel. (800) 253-1301.
- B. Substitutions shall fully comply with specified requirements and Section 01 25 00 - Substitution Procedures and Section 01 60 00 - Product Requirements.

2.02 APPLIANCES

- A. Electric Range: 30 inch slide-in electric range equal to GE® Model JS645SLSS, stainless steel, Cooktop Burner radiant smoothtop, cooktop surface black ceramic glass, self-clean oven, Approx. Dimensions (HxWxD) 37-1/4 inches by 29-7/8 inches by 28-1/4 inches
- B. Refrigerator: 23.2 cu. ft. capacity Side-By-Side with Dispenser equal to GE® Model GS E23GSKSS with factory-installed icemaker, Stainless steel. Approx. Dimensions (HxWxD) 69-1/2 inches by 3 2-3/4 inches by 33-1/4 inches.

- C. Microwave: 1.9 cu. ft. oven capacity, 1000 watts, over-the-range sensor microwave oven with recirculating charcoal filter venting, equal to GE® Model PNM7196SKSS, stainless steel. Approx. Dimensions (HxWxD) 16-1/2 inches by 29-3/4 inches by 15-31/2 inches.

### PART 3 - EXECUTION

#### 3.01 PREPARATION AND COORDINATION

- A. Verify and provide all plumbing and electrical hook-ups, and electrical outlets required for proper operation by the appliances specified. Coordinate with Electrical and Plumbing subcontractors.

#### 3.02 INSTALLATION, GENERAL

- A. Built-in Equipment: Securely anchor units to supporting cabinets or countertops with concealed fasteners. Verify that clearances are adequate for proper functioning and that rough openings are completely concealed.
- B. Freestanding Equipment: Place units in final locations after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.
- C. Range Anti-Tip Device: Install at each range according to manufacturer's written instructions.
- D. Utilities: Comply with plumbing and electrical requirements.

#### 3.03 INSTALLATION

- A. Install units plumb and level, in locations and with mountings as shown. Securely attach to supporting structure with concealed fasteners, and in accordance with manufacturer's installation instructions.
- B. Remove shipping packaging and install components as per manufacturer's instructions.

#### 3.04 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Tests and Inspections:

1. Perform visual, mechanical, and electrical inspection and testing for each appliance according to manufacturers' written recommendations. Certify compliance with each manufacturer's appliance-performance parameters.
2. Leak Test: After installation, test for leaks. Repair leaks and retest until no leaks exist.
3. Operational Test: After installation, start units to confirm proper operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and components.

C. Prepare test and inspection reports.

3.05 CLEANING AND PROTECTION

- A. At completion of installation, clean surfaces in accordance with manufacturer's instructions. Protect units from damage until acceptance by Owner.

END OF SECTION

SECTION 12 21 14

HORIZONTAL LOUVER BLINDS - METAL

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Removing existing blinds and replacing with new horizontal louver blinds with aluminum slats at windows.

1.02 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's specifications and installation instructions for each type of blind unit required.
  - 1. Include methods of installation for each type of opening and supporting structure.
  - 2. Transmit copy of instructions and recommendations to the installer.
- B. Samples: Submit (3 copies) samples of each exposed metal finish, cords, tapes and tassels required. Architect's review of samples will be for design, color, and finish only.
  - 1. Compliance with all other requirements is the exclusive responsibility of the Contractor.

1.03 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.04 QUALITY ASSURANCE

- A. Provide each blind as a complete unit produced by one manufacturer, including hardware, accessory items, mounting brackets, and fastenings.
  - 1. Unless otherwise acceptable to the Project Engineer / MDOT Architect, furnish all blind units by one manufacturer for the entire project.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Drawings and Specifications are based on products manufactured by Hunter Douglas, Inc., 2 Park Way, Upper Saddle River, NJ 07458. Tel. (800) 727-8953.
- B. Equivalent products by the following manufacturers are acceptable:
  - 1. Levolor Home Fashions Contract Division, High Point, NC. Tel. (336) 812-8181.
  - 2. Springs Window Fashions Division, Inc., Montgomery, PA. Tel. (570) 547-6671.
- C. Substitutions shall fully comply with specified requirements and Section 01 25 00 - Substitution Procedures and Section 01 60 00 - Product Requirements.

2.02 HORIZONTAL LOUVER BLINDS

- A. Manufacturer: Hunter Douglas Commercial Lightlines Aluminum Blinds 1" de-Light Model DL88.
  - 1. Color to be selected by the Project Engineer / MDOT Architect from manufacturers' full line of standard colors.
  - 2. Refer to Section 09 05 15 – Color Design for color selected.

2.03 MATERIALS AND COMPONENTS

- A. Product Safety Standard: Fabricate horizontal louver blinds to comply with WCMA A 100.1 including requirements for corded, flexible, looped devices; lead content of components; and warning labels.
- B. Standard head rail, channel-shaped section fabricated from minimum 0.040 inch thick aluminum.
  - 1. Increase metal thickness as recommended by the manufacturer for large blind units. Cross-brace for extra rigidity.
  - 2. Furnish complete with tilting mechanism, top and end brace, top cradle, cord lock, and accessory items required for the type of blind and installation indicated.
- C. Bottom Rail: Standard tubular steel bottom rail designed to withstand twisting or sagging.
  - 1. Contour top surface to match slat curvature, with flat or slightly curved bottom.
  - 2. Close ends with manufacturer's standard metal or plastic end caps of the same color as rail.
  - 3. Finish rails the same color as slats, unless otherwise indicated.
- D. Slats: Standard, spring tempered aluminum slats not less than 0.008 inches thick.
  - 1. Provide 1 inch narrow slats, with other components sized to suit.
- E. Braided Ladders: Standard polyester support cords with integrally braided ladder rungs.
  - 1. Provide cord size and rung spacing as required for each type of blind shown.
- F. Tilter: Standard enclosed, lubricated, tilting mechanism which will tilt and securely hold the tilting rod, slats and bottom rail at any set angle.
  - 1. Furnish wand (or rod) type tilter consisting of standard tilter mechanism adopted for rotating wand operation.
  - 2. Furnish manufacturer's standard plastic or aluminum rod of proper length to suit blind installation.
- G. Cords: Standard braided polyester cord, sized to suit blind type, equipped with soft-molded plastic rubber or composition tassels securely attached to each cord end.
  - 1. Cord Locks: Provide manufacturer's standard cord locks for each type of blind.
  - 2. Cord Equalizers: Nylon, self-aligning type, designed to maintain horizontal blind position.

- H. Hardware: Furnish standard brackets, supports and internal reinforcement as required to suit blind type and size.

- 1. Finish exposed hardware and accessories to match rail color.

- I. Finish: Prime aluminum slats with chromate conversion coating, followed by manufacturer's standard glass-smooth, baked-on synthetic resin enamel finish.

- 1. Refer to Section 09 05 15 – Color Design for color selection.

## 2.04 FABRICATION AND OPERATION

- A. Prior to fabrication, verify actual opening dimensions by accurate site measurements.

- 1. Adjust blind dimensions for proper fit in all openings.
  - 2. Fabricate components of blinds from non-corrosive, non-staining, non-fading materials which are completely compatible with each other, and which do not require lubrication during normal expected life.

- B. Fabricate blind units to completely fill the openings as indicated, from head to sill and jamb to jamb.

- 1. Space supporting tapes or cords in accordance with manufacturer's standards, unless otherwise indicated.
  - 2. Space louver blades (slats) to provide overlap for light exclusion when in the fully closed position.

- C. Equip blind units, unless otherwise indicated, for the following operation:

- 1. Full-tilting operation with slats rotating approximately 180 degrees.
    - a. Place tilt operation controls on left-hand side of blind units.
  - 2. Full-Height raising, to manufacturer's minimum stacking dimension with lifting cord locks for stopping blinds at any point of ascending or descending travel.
    - a. Place pull cords on right-hand side of blind units.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, and other conditions affecting performance.

- 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Install horizontal louver blinds level and plumb, aligned and centered on openings, and aligned with adjacent units according to manufacturer's written instructions.
  - 1. Locate so exterior slat edges are not closer than 1 inch from interior faces of glass and not closer than 1/2 inch from interior faces of glazing frames through full operating ranges of blinds.
  - 2. Install mounting and intermediate brackets to prevent deflection of headrails.
  - 3. Install with clearances that prevent interference with adjacent blinds, adjacent construction, and operating hardware of glazed openings, other window treatments, and similar building components and furnishings.

3.03 ADJUSTING AND CLEANING

- A. Adjust horizontal louver blinds to operate free of binding or malfunction through full operating ranges.
- B. Clean horizontal louver blind surfaces after installation according to manufacturer's written instructions.

END OF SECTION

## SECTION 22 05 00

## COMMON WORK RESULTS FOR PLUMBING

## PART 1 - GENERAL

## 1.01 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

## 1.02 SUBMITTALS

- A. See Section 01 33 00 Submittal Procedures, for submittal requirements.
- B. Identification by specification section and article under which equipment or material is described, and by name, number and intended use as designated by contract drawings and specifications.
- C. When more than one item of equipment is covered by a single drawing or catalog cut, each project equipment item must be separately identified thereon with clear delineation as to which model or catalog number or performance data applies to each project item.
- D. Product Data: Provide manufacturers catalog literature for each product required.
- E. Include manufacturer's model number or catalog number, size and other data as requested.
- F. Project Record Documents: Organize each maintenance manual with index and thumb-tab marker for each section of information; bind in 2-inch 3-ring, vinyl-covered binder, with pockets for folded sheets, properly labeled on spine and face of binder.

## 1.03 QUALITY ASSURANCE

- A. Compatibility: Provide products which are compatible with other products of the plumbing work, and with other work requiring interface with the plumbing work. Provide products with the proper or correct power characteristics, fuel-burning characteristics and similar adaptations for this project. Coordinate the selections from among options (if any) for compatibility of products.

## 1.04 PERFORMANCE REQUIREMENTS

- A. General Outline: The facilities and systems of the plumbing work include all Division 22 Sections.

- B. Design supports for multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

#### 1.05 COORDINATION OF PLUMBING WORK

- A. Arrange plumbing work in a neat, well organized manner, with piping and similar services running parallel with primary lines of the building.
- B. Give right-of-way to piping which may slope for drainage.
- C. Locate operating and control equipment properly to provide easy access, and arrange entire plumbing work with adequate access for operation and maintenance.
- D. Strictly adhere to invert elevations for all underground piping. Pitch piping evenly between pipe junctions and where indicated on the drawings. Piping, not installed at invert elevations indicated on the drawings, shall be removed and re-laid at Contractor's expense.

### PART 2 - PRODUCTS

#### 2.01 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect products against dirt, water, chemical and mechanical damage. Do not install damaged products.
- B. Deliver products to site in factory fabricated containers, with the manufacturer's label clearly visible. Handle carefully to avoid damage to components, enclosure and finish, and in strict accordance with manufacturer's instructions.
- C. Store products in clean dry place in original containers, protected from weather and construction debris and traffic.

#### 2.02 JOINING MATERIALS

- A. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- B. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- C. Brazing Filler Metals: AWS A5.8, BCuP Series or BAg1, unless otherwise indicated.

#### 2.03 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg. F.
- D. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg. F.

- E. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg. F.

#### 2.04 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- D. PVC Pipe: ASTM D 1785, Schedule 40.

#### 2.05 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Type: Polished chrome-plated with set screw.
- D. Split-Casting not acceptable.

#### 2.06 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
  - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
  - 2. Design Mix: 5000-psi, 28-day compressive strength.
  - 3. Packaging: Premixed and factory packaged

### PART 3 - EXECUTION

#### 3.01 PIPING SYSTEMS – COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 22 Sections specifying piping systems:
  - 1. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
  - 2. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
  - 3. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
  - 4. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
  - 5. Install piping to permit valve servicing.
  - 6. Install piping at indicated slopes.

7. Install piping free of sags and bends.
8. Install fittings for changes in direction and branch connections.
9. Install piping to allow application of insulation.
10. Select system components with pressure rating equal to or greater than system operating pressure.
11. Install escutcheons for penetrations of walls, ceilings, and floors.
12. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor.
13. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and plumbing sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing plumbing sleeve seals.
  - a. Install steel pipe for sleeves smaller than 6 inches in diameter.
  - b. Install cast-iron "wall pipes" for sleeves 6 inches and larger in diameter.
  - c. Plumbing Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble plumbing sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
14. Verify final equipment locations for roughing-in.
15. Pipe Sleeves:
  - a. For pipes passing through brick or concrete walls, or concrete floor slabs, provide steel pipe sleeves, two (2) sizes larger than the pipe for which they are intended. Coordinate setting of sleeves as construction progresses. Set sleeves flush with finished line of walls and floors.
  - b. Caulk sleeves through foundation walls to make them watertight.

### 3.02 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  1. Comply with ASTM F 402, for safe-handling practice of cleaners, primers, and solvent cements.
  2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
  3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
  4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
  5. PVC Non-pressure Piping: Join according to ASTM D 2855.
  6. PVC to ABS Non-pressure Transition Fittings: Join according to ASTM D 3138 Appendix.

### 3.03 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
  - 1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
  - 2. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

### 3.04 EQUIPMENT INSTALLATIONS – COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install plumbing equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations. Install equipment to allow right of way for piping installed at required slope.

### 3.05 INSTALLATION OF EQUIPMENT AND PIPING

- A. Follow manufacturer's suggested procedure for protection of equipment which will be idle for an extended period of time prior to start-up
- B. Mount and align equipment in strict accordance with manufacturer's recommendations and in accordance with procedures described below. In case of conflict, these procedures govern. Where structural or miscellaneous steel is not drilled, drill in field as directed.
- C. Lubricate all equipment as required and in accordance with manufacturer's recommendations. Furnish required lubricants.
- D. Neatly cut all openings in roof decks as needed for equipment and pipe penetrations. Coordinate with General for sealing all plumbing roof penetrations.
- E. Suspended Equipment and Piping:
  - 1. Provide structural steel and steel rod hangers.
  - 2. For suspension from structural steel, use beam or channel clamps with locking clips.
  - 3. Do not support plumbing components from ceiling grids.
  - 4. Do not suspend hangers from roof decks.
  - 5. Suspend from roof trusses and joists/joist girders only at panel points, at top cord only, unless otherwise indicated.
  - 6. Provide additional supports wherever needed, and structural steel members attached to building frame to provide additional points of support where required. Do no drilling of building structural and miscellaneous steel, except as directed or indicated.
- F. Equipment Set on Structural Steel: For bolting equipment directly to structural steel, provide machine bolts, lock washers and nuts.

- G. Floor-Mounted Equipment: Set and level equipment on foundation. Grout in place, using non-ferrous grout. Provide wedges and shims for leveling.
- H. Accurately align equipment prior to operation.

3.06 TRIMMING

- A. Inspect pipe supports, in occupied and equipment spaces for sharp angles which protrude into path of occupants and may cause injury. Trim such protrusions or cover with suitable spongy material to prevent such injuries.

3.07 SYSTEM TESTS

- A. Perform all system tests in the presence of Owner Representative. Notify Owner Representative of all system's tests at least 48 hours in advance.

END OF SECTION

SECTION 22 07 19

PLUMBING PIPING INSULATION

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

- A. ASME A13.1 - Scheme for the Identification of Piping Systems; The American Society of Mechanical Engineers; 2007.
- B. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus; 2010.
- C. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2007e1.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- E. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- F. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- G. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.02 SUBMITTALS

- A. See Section 01 33 00 Submittal Procedures, for submittal requirements.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.04 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours

PART 2 - PRODUCTS

2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

## 2.02 GLASS FIBER

### A. Manufacturers:

1. Knauf Insulation; [www.knaufusa.com](http://www.knaufusa.com).
2. Johns Manville Corporation; [www.jm.com](http://www.jm.com).
3. Owens Corning Corp; [www.owenscorning.com](http://www.owenscorning.com).
4. Substitutions: See Section 01 25 00 Substitution Procedures.

### B. Insulation: ASTM C547; rigid molded, noncombustible with self-sealing lap.

1. 'K' ('Ksi') value: ASTM C177, 0.24 at 75 degrees F (0.035 at 24 degrees C).
2. Maximum service temperature: 850 degrees F (454 degrees C).
3. Maximum moisture absorption: 0.2 percent by volume.

### C. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches (0.029 ng/Pa s m)

## 2.03 JACKETS

### A. Aluminum Jacket: ASTM B209 (ASTM B209M) formed aluminum sheet.

1. Thickness: 0.016 inch sheet.
2. Finish: Smooth.
3. Joining: Longitudinal slip joints and 2 inch laps.
4. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.
5. Metal Jacket Bands: 3/8 inch wide; 0.015 inch thick aluminum.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

### 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Exposed Piping: Locate insulation and cover seams in least visible locations.
- D. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- E. Glass fiber insulated pipes conveying fluids below ambient temperature:
  1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
  2. Insulate fittings with flexible insulation. Finish with PVC fitting covers.
- F. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.

- G. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
- H. Glass fiber insulated pipes conveying fluids above ambient temperature:
  - 1. Provide standard jackets, with vapor barrier, factory-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
  - 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
- I. Inserts and Shields:
  - 1. Application: Piping 1-1/2 inches (40 mm) diameter or larger.
  - 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
  - 3. Insert location: Between support shield and piping and under the finish jacket.
  - 4. Insert configuration: Minimum 6 inches (150 mm) long, of same thickness and contour as adjoining insulation; may be factory fabricated.
  - 5. Insert material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
- J. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions.
- K. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 7 feet above finished floor): Finish with aluminum jacket.

END OF SECTION

SECTION 22 13 00

FACILITY SANITARY SEWERAGE

PART 1 - GENERAL

1.01 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding 10-foot head of water (30 kPa) minimum working pressure, unless otherwise indicated.

1.02 SUBMITTALS

- A. See Section 01 33 00 Submittal Procedures.
- B. Field quality-control inspection and test reports.

1.03 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- B. Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping; and "NSF-drain" for plastic drain piping.

PART 2 - PRODUCTS

2.01 SANITARY PIPING AND VENT PIPING

- A. Plastic Piping:
  - 1. Polyvinyl chloride (PVC), schedule 40 DWV. ASTM D-2665
    - a. PVC Socket Fittings: ASTM D 2665, socket type, made to ASTM D 3311, drain, waste, and vent patterns.
  - 2. ABS Pipe: ASTM D 2661, Schedule 40, solid wall.
    - a. ABS Socket Fittings: ASTM D 2661, made to ASTM D 3311, drain, waste, and vent patterns.
  - 3. Protect plastic piping above slab in stock rooms from damage with guards or concrete curbs.
- B. Collect vent piping where practical so roof will be pierced a minimum number of times. Vent sizes and heights above roof per governing codes. Vents piercing roofs flashed per roofing manufacturer's requirements. Provide wire basket strainer in top of all vents.

PART 3 - EXECUTION

3.01 PIPING INSTALLATION

- A. General:
  - 1. Collect vent piping where practical so roof will be pierced a minimum number of times without increasing depth of wall. Vent sizes and heights above roof per governing codes. Vents piercing roofs flashed per roof manufacturer's recommended details. Provide wire basket strainer in top of all vents.

2. Do not run sanitary vent piping in return air shaft wall. If no other option is available, cast iron, steel, or copper vent piping may be run in return air shaft wall upon approval of the Owner.
- B. Install wall penetration system at each service pipe penetration through foundation wall. Make installation watertight. Wall penetration systems are specified in Division 22 Section "Common Work Results for Plumbing."
  - C. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if 2 fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
  - D. Install soil and waste drainage and vent piping at the following minimum slopes, unless otherwise indicated:
    1. Building Sanitary Drain: 2 percent downward in direction of flow for piping NPS 3 and smaller; 1 percent downward in direction of flow for piping NPS 4 and larger.
    2. Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.
    3. Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.
  - E. Install PVC soil and waste drainage and vent piping according to ASTM D 2665.
  - F. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.
- 3.02 JOINT CONSTRUCTION
- A. Basic piping joint construction requirements are specified in other Division 22 Section.
  - B. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.
  - C. PVC Nonpressure Piping Joints: Join piping according to ASTM D 2665.
- 3.03 HANGER AND SUPPORT INSTALLATION
- A. Pipe hangers and supports are specified in other Division 23 Sections. Install the following:
    1. Vertical Piping: MSS Type 8 or Type 42, clamps.
    2. Individual, Straight, Horizontal Piping Runs: According to the following:
      - a. 100-feet and Less: MSS Type 1, adjustable, steel clevis hangers.
      - b. Longer Than 100-feet: MSS Type 43, adjustable roller hangers.
      - c. Longer Than 100-feet, if indicated: MSS Type 49, spring cushion rolls.
    3. Multiple, Straight, Horizontal Piping Runs 100-feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
    4. Base of Vertical Piping: MSS Type 52, spring hangers.
  - B. Support vertical piping and tubing at base and at each floor.

- C. Rod diameter may be reduced 1 size for double-rod hangers, with 3/8-inch minimum rods.
- D. Install hangers for PVC piping with the following maximum horizontal spacing and minimum rod diameters:
  - 1. NPS 1-1/2 and NPS 2: 48 inches with 3/8-inch rod.
  - 2. NPS 3: 48 inches with 1/2-inch rod.
  - 3. NPS 4 and NPS 5: 48 inches with 5/8-inch rod.
  - 4. NPS 6: 48 inches with 3/4-inch rod.
- E. Install supports for vertical PVC piping every 48 inches.
- F. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

### 3.05 FIELD QUALITY CONTROL

- A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.
  - 1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
  - 2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
- B. Re-inspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for re-inspection.
- C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
- D. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction.
  - 1. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
  - 2. Prepare reports for tests and required corrective action.

### 3.06 TESTING

- A. The entire soil, waste and vent system shall be tested per code and to the satisfaction of the Plumbing Inspector and the Owner. Cover no work until it has been approved. The minimum requirements shall be as follows:
- B. Water pressure: 10-foot head of water for 15 minutes without loss of water.
- C. Air pressure: 5 psi. for 15 minutes without loss of air.
- D. Entire soil and waste systems to be inspected for debris and flushed prior to pouring of concrete floor slab.

- E. Perform all systems tests in the presence of an authorized representative of the Owner. Notify the Owner of all systems tests at least 48 hours in advance.

3.07 CLEANUP

- A. Clean interior of piping. Remove dirt and debris as work progresses.
- B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.
- C. Place plugs in ends of uncompleted piping at end of day and when work stops.

END OF SECTION

SECTION 23 05 53

IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

- A. ASME A13.1 - Scheme for the Identification of Piping Systems; The American Society of Mechanical Engineers; 2007.

1.02 SUBMITTALS

- A. List: Submit list of wording, symbols, letter size, and color coding for mechanical identification.
- B. Chart and Schedule: Submit VRF valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- C. Product Data: Provide manufacturers catalog literature for each product required.
- D. Manufacturer's Installation Instructions: Indicate special procedures, and installation.
- E. Project Record Documents: Record actual locations of tagged valves.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Brady Corporation; [www.bradycorp.com](http://www.bradycorp.com).
- B. Kolbi Pipe Markers; [www.kolbipipemarkers.com](http://www.kolbipipemarkers.com).
- C. Seton Identification Products; [www.seton.com/aec](http://www.seton.com/aec).

2.02 NAMEPLATES

- A. Description: Laminated three-layer plastic with engraved letters.
  - 1. Letter Color: White.
  - 2. Letter Height: 1/4 inch.
  - 3. Background Color: Black.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION

- A. Install nameplates with corrosive-resistant mechanical fasteners.
- B. Install plastic pipe markers in accordance with manufacturer's instructions.
- C. Identify fans, FCUs, IUs and CUs with plastic nameplates

END OF SECTION

SECTION 23 05 93

TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

- A. AABC MN-1 - AABC National Standards for Total System Balance; Associated Air Balance Council; 2002.
- B. ASHRAE Std 111 - Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 1988, with 1997 Errata.
- C. NEBB (TAB) - Procedural Standards for Testing Adjusting Balancing of Environmental Systems; National Environmental Balancing Bureau; 2005, Seventh Edition.
- D. SMACNA (TAB) - HVAC Systems Testing, Adjusting, and Balancing; Sheet Metal and Air Conditioning Contractors' National Association; 2002.

1.02 SUBMITTALS

- A. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
  - 1. Submit under provisions of Section 01 40 00 Quality Requirements.
  - 2. Provide reports in soft cover, letter size, 3-ring binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
  - 3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
  - 4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
  - 5. Include the following on the title page of each report:
    - a. Name of Testing, Adjusting, and Balancing Agency.
    - b. Address of Testing, Adjusting, and Balancing Agency.
    - c. Telephone number of Testing, Adjusting, and Balancing Agency.
    - d. Project name.
    - e. Project location.
    - f. Project Architect.
    - g. Project Engineer.
    - h. Project Contractor.
    - i. Project altitude.
    - j. Report date.

PART 2 - PRODUCTS – (NOT USED)

### PART 3 - EXECUTION

#### 3.01 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
  - 1. AABC MN-1, AABC National Standards for Total System Balance.
  - 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
  - 3. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
  - 4. SMACNA HVAC Systems Testing, Adjusting, and Balancing.
  - 5. Maintain at least one copy of the standard to be used at project site at all times.
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.
- D. TAB Agency Qualifications:
  - 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
  - 2. Having minimum of three years documented experience.
  - 3. Certified by one of the following:
    - a. AABC, Associated Air Balance Council: [www.aabchq.com](http://www.aabchq.com); upon completion submit AABC National Performance Guaranty.
    - b. NEBB, National Environmental Balancing Bureau: [www.nebb.org](http://www.nebb.org).
    - c. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: [www.tabbcertified.org](http://www.tabbcertified.org).
- E. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.
- F. TAB Supervisor Qualifications: Professional Engineer licensed in the State of Mississippi.

#### 3.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
  - 1. Systems are started and operating in a safe and normal condition.
  - 2. Temperature control systems are installed complete and operable.
  - 3. Proper thermal overload protection is in place for electrical equipment.
  - 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
  - 5. Duct systems are clean of debris.
  - 6. Fans are rotating correctly.
  - 7. Air coil fins are cleaned and combed.
  - 8. Air outlets are installed and connected.
  - 9. Duct system leakage is minimized.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

### 3.03 PREPARATION

- A. Hold a pre-balancing meeting at least one week prior to starting TAB work.
  - 1. Require attendance by all installers whose work will be tested, adjusted, or balanced.
- B. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to Architect to facilitate spot checks during testing.
- C. Provide additional balancing devices as required.

### 3.04 ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

### 3.05 RECORDING AND ADJUSTING

- A. Field Logs: Maintain written logs including:
  - 1. Running log of events and issues.
  - 2. Discrepancies, deficient or uncompleted work by others.
  - 3. Contract interpretation requests.
  - 4. Lists of completed tests.
- B. Ensure recorded data represents actual measured or observed conditions.
- C. Permanently mark settings of dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- D. Mark on the drawings the locations where traverse and other critical measurements were taken and cross reference the location in the final report.
- E. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- F. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- G. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by the Owner.
- H. Check and adjust systems approximately six months after final acceptance and submit report.

### 3.06 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.

- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- K. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.

### 3.07 MINIMUM DATA TO BE REPORTED

#### A. Electric Motors:

1. Manufacturer
2. Model/Frame
3. HP/BHP
4. Phase, voltage, amperage; nameplate, actual, no load
5. RPM
6. Service factor
7. Starter size, rating, heater elements
8. Sheave Make/Size/Bore

#### B. Air Cooled Condensers:

1. Identification/number
2. Location
3. Manufacturer
4. Model number
5. Serial number
6. Entering DB air temperature, design and actual
7. Leaving DB air temperature, design and actual
8. Number of compressors

#### C. Cooling Coils:

1. Identification/number
2. Location
3. Service
4. Manufacturer
5. Air flow, design and actual
6. Entering air DB temperature, design and actual
7. Entering air WB temperature, design and actual
8. Leaving air DB temperature, design and actual
9. Leaving air WB temperature, design and actual
10. Saturated suction temperature, design and actual
11. Air pressure drop, design and actual

E. Heating Coils:

1. Identification/number
2. Location
3. Service
4. Manufacturer
5. Air flow, design and actual
6. Entering air temperature, design and actual
7. Leaving air temperature, design and actual
8. Air pressure drop, design and actual

F. Air Moving Equipment:

1. Location
2. Manufacturer
3. Model number
4. Serial number
5. Arrangement/Class/Discharge
6. Air flow, specified and actual
7. Return air flow, specified and actual
8. Outside air flow, specified and actual
9. Total static pressure (total external), specified and actual
10. Inlet pressure
11. Discharge pressure
12. Sheave Make/Size/Bore
13. Number of Belts/Make/Size
14. Fan RPM

G. Return Air/Outside Air:

1. Identification/location
2. Design air flow
3. Actual air flow
4. Design return air flow
5. Actual return air flow
6. Design outside air flow
7. Actual outside air flow
8. Return air temperature
9. Outside air temperature
10. Required mixed air temperature
11. Actual mixed air temperature
12. Design outside/return air ratio
13. Actual outside/return air ratio

H. Exhaust Fans:

1. Location
2. Manufacturer
3. Model number
4. Serial number
5. Air flow, specified and actual
6. Total static pressure (total external), specified and actual
7. Inlet pressure
8. Discharge pressure
9. Sheave Make/Size/Bore
10. Number of Belts/Make/Size
11. Fan RPM

I. Air Distribution Tests:

1. Air terminal number
2. Room number/location
3. Terminal type
4. Terminal size
5. Area factor
6. Design velocity
7. Design air flow
8. Test (final) velocity
9. Test (final) air flow
10. Percent of design air flow

END OF SECTION

SECTION 23 07 13

DUCT INSULATION

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- B. ASTM C553 - Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2008.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- D. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- E. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- F. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.02 SUBMITTALS

- A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- B. Manufacturer's Instructions: Indicate installation procedures necessary to ensure acceptable workmanship and that installation standards will be achieved.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

PART 2 - PRODUCTS

2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

2.02 GLASS FIBER, FLEXIBLE

- A. Insulation: ASTM C553; flexible, noncombustible blanket.
  - 1. 'K' ('Ksi') value: 0.36 at 75 degrees F, when tested in accordance with ASTM C518.
  - 2. Maximum Service Temperature: 450 degrees F.
  - 3. Maximum Water Vapor Sorption: 5.0 percent by weight.

B. Vapor Barrier Jacket:

1. Kraft paper with glass fiber yarn and bonded to aluminized film.
2. Moisture Vapor Permeability: 0.058 ng/Pa s m, when tested in accordance with ASTM E96/E96M.
3. Secure with pressure sensitive tape.

C. Vapor Barrier Tape:

1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that ducts have been tested before applying insulation materials.
- B. Verify that surfaces are clean, foreign material removed, and dry.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Insulated ducts conveying air below ambient temperature:
  1. Provide insulation with vapor barrier jackets.
  2. Finish with tape and vapor barrier jacket.
  3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
  4. Insulate entire system including fittings and joints.
- D. Provide 2 inches fiberglass wrap on all outside air, conditioned air to space, and exhaust ducts from heat recovery units.

END OF SECTION

## SECTION 23 07 19

## HVAC PIPING INSULATION

### PART 1 - GENERAL

#### 1.01 REFERENCE STANDARDS

- A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus; 2010.
- B. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- C. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2008.
- D. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2007e1.
- E. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System); 2010.
- F. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber; 2007.
- G. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- H. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- I. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- J. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

#### 1.02 SUBMITTALS

- A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- B. Samples: Submit two samples of any representative size illustrating each insulation type.
- C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

#### 1.03 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

### PART 2 - PRODUCTS

#### 2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534 Grade 3; use molded tubular material wherever possible.
  - 1. Minimum Service Temperature: - 40 degrees F.
  - 2. Maximum Service Temperature: 220 degrees F.
  - 3. Connection: Waterproof vapor barrier adhesive.
- B. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

2.03 JACKETS

- A. PVC Plastic.
  - 1. Jacket: One piece molded type fitting covers and sheet material, off-white color.
    - a. Minimum Service Temperature: 0 degrees F.
    - b. Maximum Service Temperature: 150 degrees F.
    - c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
    - d. Thickness: 10 mil.
    - e. Connections: Brush on welding adhesive.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Exposed Piping: Locate insulation and cover seams in least visible locations.
- D. Insulate refrigerant suction and hot gas piping with 1" insulation.
- E. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions.
- F. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with PVC jacket with seams located on bottom side of horizontal piping. Provide two coats of UV resistant finish for flexible elastomeric cellular insulation without jacketing.

END OF SECTION

## SECTION 23 09 13

## INSTRUMENTATION AND CONTROL DEVICES FOR HVAC

### PART 1 - GENERAL

#### 1.01 REFERENCE STANDARDS

- A. AMCA 500-D - Laboratory Methods for Testing Dampers for Rating; Air Movement and Control Association International, Inc.; 2007.
- B. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers; 2001 (R2005)
- C. ASTM B32 - Standard Specification for Solder Metal; 2008.
- D. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2009.
- E. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2005.
- F. ASTM B819 - Standard Specification for Seamless Copper Tube for Medical Gas Systems; 2000 (Reapproved 2006).
- G. ASTM D1693 - Standard Test Method for Environmental Stress-Cracking of Ethylene Plastics; 2008.
- H. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2008.
- I. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilation Systems; National Fire Protection Association; 2009.

#### 1.02 SUBMITTALS

- A. Product Data: Provide description and engineering data for each control system component. Include sizing as requested. Provide data for each system component and software module.
- B. Shop Drawings: Indicate complete operating data, system drawings, wiring diagrams, and written detailed operational description of sequences. For automatic dampers indicate arrangement, velocities, and static pressure drops for each system.
- C. Manufacturer's Instructions: Provide for all manufactured components.
- D. Project Record Documents: Record actual locations of control components, including panels, thermostats, and sensors. Accurately record actual location of control components, including panels, thermostats, and sensors.
  - 1. Revise shop drawings to reflect actual installation and operating sequences.
- E. Operation and Maintenance Data: Include inspection period, cleaning methods, recommended cleaning materials, and calibration tolerances.

### PART 2 - PRODUCTS

#### 2.01 EQUIPMENT - GENERAL

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

#### 2.02 DAMPERS

- A. Performance: Test in accordance with AMCA 500-D.

- B. Frames: Galvanized steel, welded or riveted with corner reinforcement, minimum 12 gage.
  - C. Blades: Galvanized steel, maximum blade size 8 inches wide, 48 inches long, minimum 22 gage, attached to minimum 1/2 inch shafts with set screws.
  - D. Blade Seals: Synthetic elastomeric inflatable mechanically attached, field replaceable.
  - E. Jamb Seals: Spring stainless steel.
  - F. Shaft Bearings: Oil impregnated sintered bronze.
  - G. Linkage Bearings: Oil impregnated sintered bronze.
  - H. Leakage: Less than one percent based on approach velocity of 2000 ft/min and 4 inches wg.
  - I. Maximum Pressure Differential: 6 inches wg.
  - J. Temperature Limits: -40 to 200 degrees F.
- 2.03 DAMPER OPERATORS
- A. General: Provide smooth proportional control with sufficient power for air velocities 20 percent greater than maximum design velocity and to provide tight seal against maximum system pressures. Provide spring return for two position control and for fail safe operation.
    - 1. Provide sufficient number of operators to achieve unrestricted movement throughout damper range.
    - 2. Provide one operator for maximum 36 sq. ft. damper section.
    - 3. Mount internal to damper frame at top of frame.
  - B. Electric Operators:
    - 1. Spring return, adjustable stroke motor having oil immersed gear train, with auxiliary end switch.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check and verify location of thermostats with plans and room details before installation. Locate 60 inches above floor. Align with lighting switches and humidistats.
- C. Install damper motors on outside of duct in warm areas. Do not install motors in locations at outdoor temperatures.
- D. Install "hand/off/auto" selector switches to override automatic interlock controls when switch is in "hand" position.

END OF SECTION

## SECTION 23 23 00

## REFRIGERANT PIPING

## PART 1 - GENERAL

## 1.01 REFERENCE STANDARDS

- A. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers; 2001 (R2005).
- B. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service; 2008.

## 1.02 SYSTEM DESCRIPTION

- A. Where more than one piping system material is specified ensure system components are compatible and joined to ensure the integrity of the system is not jeopardized. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.
- B. Provide pipe hangers and supports in accordance with ASME B31.5 unless indicated otherwise.

## 1.03 SUBMITTALS

- A. Product Data: Provide general assembly of specialties, including manufacturers catalogue information. Provide manufacturers catalog data including load capacity.
- B. Shop Drawings: Indicate schematic layout of system, including equipment, critical dimensions, and sizes.
- C. Design Data: Submit design data indicating pipe sizing. Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.
- D. Test Reports: Indicate results of leak test, acid test.
- E. Manufacturer's Installation Instructions: Indicate support, connection requirements, and isolation for servicing.
- F. Project Record Documents: Record exact locations of equipment and refrigeration accessories on record drawings.
- G. Maintenance Data: Include instructions for changing cartridges, assembly views, spare parts lists.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

## 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store piping and specialties in shipping containers with labeling in place.
- B. Protect piping and specialties from entry of contaminating material by leaving end caps and plugs in place until installation.
- C. Dehydrate and charge components such as piping and receivers, seal prior to shipment, until connected into system.

## PART 2 - PRODUCTS

### 2.01 PIPING

- A. Copper Tube: ASTM B280, H58 hard drawn or O60 soft annealed.
  - 1. Fittings: ASME B16.22 wrought copper.
  - 2. Joints: Braze, with silver/phosphorus/copper alloy.
- B. Pipe Supports and Anchors:
  - 1. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch: Malleable iron adjustable swivel, split ring.
  - 2. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
  - 3. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
  - 4. Vertical Support: Steel riser clamp.
  - 5. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
  - 6. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.
  - 7. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

### 3.02 INSTALLATION

- A. Install refrigeration specialties in accordance with manufacturer's instructions.
- B. Route piping in orderly manner, with plumbing parallel to building structure, and maintain gradient.
- C. Install piping to conserve building space and avoid interference with use of space.
- D. Group piping whenever practical at common elevations and locations. Slope piping one percent in direction of oil return.
- E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- F. Pipe Hangers and Supports:
  - 1. Support horizontal piping as scheduled.
  - 2. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
  - 3. Place hangers within 12 inches of each horizontal elbow.
  - 4. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
  - 5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
  - 6. Provide copper plated hangers and supports for copper piping.

- G. Provide clearance for installation of insulation and access to valves and fittings.
  - H. Flood piping system with nitrogen when brazing.
  - I. Follow manufacturer's procedures for charging and purging of systems and for disposal of refrigerant.
- 3.03 FIELD QUALITY CONTROL
- A. Test refrigeration system in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 23 31 00

HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

- A. ASHRAE (FUND) - ASHRAE Handbook - Fundamentals; 2009.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2008.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- D. SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; Sheet Metal and Air Conditioning Contractors' National Association; 1985, First Edition.
- E. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2005.
- F. UL 181 - Standard for Factory-Made Air Ducts and Air Connectors; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.02 PERFORMANCE REQUIREMENTS

- A. No variation of duct configuration or sizes permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

1.03 SUBMITTALS

- A. Product Data: Provide data for duct materials.
- B. Test Reports: Indicate pressure tests performed. Include date, section tested, test pressure, and leakage rate, following SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual.

1.04 FIELD CONDITIONS

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 - PRODUCTS

2.01 DUCT ASSEMBLIES

- A. All Ducts: Galvanized steel, unless otherwise indicated.
- B. Low Pressure Supply, return, exhaust, and heat recovery exhaust: 2 inch w.g. pressure class, galvanized steel.

2.02 MATERIALS

- A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.
- B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
  - 1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.

2. Surface Burning Characteristics: Flame spread of zero, smoke developed of zero, when tested in accordance with ASTM E84.
  3. For Use with Flexible Ducts: UL labeled.
- C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.
- D. Insulated Flexible Ducts:
1. UL 181, Class 1, aluminum laminate and polyester film with latex adhesive supported by helically wound spring steel wire; fiberglass insulation; polyethylene vapor barrier film.
    - a. Pressure Rating: 10 inches WG positive and 1.0 inches WG negative.
- 2.03 DUCTWORK FABRICATION
- A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.
  - B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
  - C. Provide air foil turning vanes when rectangular elbows must be used.
  - D. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- B. Install in accordance with manufacturer's instructions.
- C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- D. Duct sizes indicated are sheet metal dimensions.
- E. Install and seal metal and flexible ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible. Seal supply, return, and exhaust duct to 6" static pressure rating.
- F. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- G. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- H. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.
- I. Use double nuts and lock washers on threaded rod supports.
- J. Connect air distribution to ducts directly or with five foot maximum length of flexible duct.
- K. Connect flexible ducts to metal ducts with draw bands and with metallic duct tape. Maximum length of flexible duct shall be 4 feet.

- L. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- M. At exterior wall grilles, seal duct to louver frame.

END OF SECTION

## SECTION 23 33 00

## AIR DUCT ACCESSORIES

## PART 1 - GENERAL

## 1.01 REFERENCE STANDARDS

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2009.
- B. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2005.

## 1.02 SUBMITTALS

- A. Product Data: Provide for shop fabricated assemblies including volume control dampers. Include electrical characteristics and connection requirements.
- B. Shop Drawings: Indicate for shop fabricated assemblies including volume control dampers.
- C. Manufacturer's Installation Instructions: Provide instructions for fire dampers.

## 1.03 DELIVERY, STORAGE, AND HANDLING

- A. Protect dampers from damage to operating linkages and blades.

## PART 2 - PRODUCTS

## 2.01 FLEXIBLE DUCT CONNECTIONS

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.
- B. Flexible Duct Connections: Fabric crimped into metal edging strip.
  - 1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz. per sq. yd.
    - a. Net Fabric Width: Approximately 2 inches wide.
  - 2. Metal: 3 inches wide, 24 gage thick galvanized steel.
- C. Lead Vinyl Sheet: Minimum 0.55 inch thick, 0.87 lbs. per sq. ft., 10 dB attenuation in 10 to 10,000 Hz range.

## 2.02 VOLUME CONTROL DAMPERS

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.
- B. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.
- C. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
- D. End Bearings: Except in round ducts 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon or sintered bronze bearings.
- E. Quadrants:
  - 1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
  - 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Verify that electric power is available and of the correct characteristics.

3.02 INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
- C. Provide duct test holes where required for testing and balancing purposes.
- D. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.
- E. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment.
- F. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.
- G. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

END OF SECTION

SECTION 23 81 29

VARIABLE REFRIGERANT VOLUME (VRV) HVAC SYSTEM

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

- A. AHRI 210/240 - Standard for Performance Rating of Unitary Air-Conditioning and Air-Source Heat Pump Equipment; Air-Conditioning, Heating, and Refrigeration Institute; 2008.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 1995 - Heating and Cooling Equipment; Current Edition, Including All Revisions.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers.

1.03 SUBMITTALS

- A. Design Data:
  - 1. Provide data showing that system will achieve performance specified.
  - 2. Provide refrigerant piping layout.
- B. Product Data: Submit manufacturer's standard data sheets showing the following for each item of equipment, marked to correlate to equipment item markings shown in the contract documents.
- C. Specimen Warranty: Copy of manufacturer's warranties.
- D. Shop Drawings: Installation drawings custom-made for this project; include as-designed HVAC layouts, locations of equipment items, refrigerant piping sizes and locations, condensate piping sizes and locations, remote sensing devices, control components, electrical connections, control wiring connections. Include:
  - 1. Detailed piping diagrams, with branch balancing devices.
  - 2. Detailed power wiring diagrams.
  - 3. Detailed control wiring diagrams.
  - 4. Drawings required by manufacturer.
- E. Operating and Maintenance Data:
  - 1. Manufacturer's complete standard instructions for each unit of equipment and control panel.
  - 2. Custom-prepared system operation, troubleshooting, and maintenance instructions and recommendations.
  - 3. Identification of replaceable parts and local source of supply.
- F. Project Record Documents: Record the following:
  - 1. As-installed routing of refrigerant piping and condensate piping.
  - 2. Locations of access panels.
  - 3. Locations of control panels.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Trained and approved by manufacturer of equipment. Submit list of at least five installations with submitted manufacturer.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle equipment and refrigerant piping according to manufacturer's recommendations.

1.06 WARRANTY

- A. Compressors: Provide manufacturer's parts warranty for six (6) years from date of substantial completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Coordinate with electrical subcontractor to provide power as required to submitted system.

2.02 HVAC SYSTEM DESIGN

- A. System Operation: Provide CU-1 heat pump systems that heat and cool simultaneously.
  - 1. Zoning: Provide capability for temperature control for each individual indoor/evaporator unit independently of all other units.
  - 2. Zoning: Provide heating/cooling selection for each individual indoor/evaporator unit independently of all other units.
  - 3. Provide a complete functional system that achieves the specified performance based on the specified design conditions and that is designed and constructed according to the equipment manufacturer's requirements.
  - 4. Branch selector unit locations are shown on the drawings.
  - 5. Connect equipment to condensate piping shown on the drawings.
- B. Controls: Provide the following control interfaces:
  - 1. For Each Indoor/Evaporator Unit: One wall-mounted wired "local" controller, with temperature sensor; locate where indicated.
  - 2. Remote, multizone on/off control panels sufficient to control all units; locate where indicated.
  - 3. One central remote control panel for entire system. Coordinate location with Owner PM.
  - 4. One time clock control panel for entire system. Coordinate location with Owner PM.
  - 5. LonWorks gateways sufficient to connect units to building automation system by others; include wiring to gateways.
- C. Control Sequence of Operation:
  - 1. Each space IU, IU-OSA, and ERV shall be controlled by time clock function.
    - a. All units shall be OFF during "Unoccupied".
    - b. All space IUs shall be enabled during "Occupied".
    - c. IU-OSA and ERV shall operate during "Occupied".
    - d. Any space IU may cause the condensing unit to operate to maintain "Unoccupied" winter temperature of 55 degrees (adjustable) or summer temperature of 85 degrees (adjustable).

2. During "Occupied", space IU units shall heat or cool to maintain space setpoint (adjustable for each unit: 73 degrees plus or minus 3 degrees).
3. IU-OSA shall be controlled by a discharge sensor to maintain 58 degree (adjustable) supply temperature when OSA is above 60 degrees (adjustable), and no higher than 70 degree (adjustable) supply temperature when OSA is below 55 degrees (adjustable).

## 2.03 EQUIPMENT

- A. Units: Factory assembled, wired, and piped and factory tested for function and safety.
  1. Performance Certification: AHRI Certified; [www.ahrinet.org](http://www.ahrinet.org).
  2. Safety Certification: Tested to UL 1995 by UL or Intertek-ETL and bearing the certification label.
  3. Provide units capable of serving the zones indicated.
  4. Energy Efficiency: Report EER and COP based on tests conducted at "full load" in accordance with AHRI 210/240 or alternate test method approved by U.S. Department of Energy.
- B. System Controls: Include self diagnostic, auto-check functions to detect malfunctions and display the type and location.
- C. Remote Centralized Control Panel.
- D. Remote On/Off Control Panel.
- E. Time Clock Panel.
- F. Unit Controls: As required to perform input functions necessary to operate system; provided by manufacturer of units.
  1. Provide interfaces to remote control and building automation systems as specified.
- G. Refrigerant Piping:
  1. Provide refrigerant system.
  2. Refrigerant Flow Balancing: Provide refrigerant piping joints and headers specifically designed to ensure proper refrigerant balance and flow for optimum system capacity and performance; T-style joints are prohibited.
  3. Insulate each refrigerant line individually between the condensing and indoor units.

## 2.04 OUTDOOR/CONDENSING UNITS

- A. Outdoor/Condensing Units: Air-cooled DX refrigeration units, designed specifically for use with indoor/evaporator units; factory assembled and wired with all necessary electronic and refrigerant controls; modular design for ganging multiple units.
  1. Refrigeration Circuit: Scroll compressors, motors, fans, condenser coil, electronic expansion valves, solenoid valves, 4-way valve, distribution headers, capillaries, filters, shut off valves, oil separators, service ports and refrigerant regulator.
  2. Refrigerant: Factory charged.
  3. Power Failure Mode: Automatically restart operation after power failure without loss of programmed settings.
  4. Provide refrigerant auto-charging feature and refrigerant charge check function.
  5. Safety Devices: High pressure sensor and switch, low pressure sensor/switch, control circuit fuses, crankcase heaters, fusible plug, overload relay, inverter overload protector, thermal protectors for compressor and fan motors, over current protection for the inverter and anti-recycling timers.
  6. Oil Recovery Cycle: Automatic, occurring 2 hours after start of operation and then every 8 hours of operation; maintain continuous heating during oil return operation.

- B. Unit Cabinet: Weatherproof and corrosion resistant; rust-proofed mild steel panels coated with baked enamel finish.

## 2.05 BRANCH SELECTOR UNITS

- A. Branch Selector Units: Concealed boxes designed specifically for this type of system to control heating/cooling mode selection of downstream units; consisting of electronic expansion valves, sub-cooling heat exchanger, refrigerant control piping and electronics to facilitate communications between unit and main processor and between branch unit and indoor/evaporator units.

1. Casing: Galvanized steel sheet; with flame and heat resistant foamed polyethylene sound and thermal insulation.
2. Refrigerant Connections: Braze type.
3. Condensate Drainage: Provide condensate drainage as required.

## 2.06 INDOOR/EVAPORATOR UNITS

- A. Factory assembled and tested DX fan-coil units, with electronic proportional expansion valve, control circuit board, factory wiring and piping, self-diagnostics, auto-restart function, 3-minute fused time delay, and test run switch.

1. Refrigerant: Refrigerant circuits factory-charged with dehydrated air, for field charging.
2. Temperature Control Mechanism: Return air thermistor and computerized Proportional-Integral-Derivative (PID) control of superheat.
3. Coils: Direct expansion type constructed from copper tubes expanded into aluminum fins to form a mechanical bond; waffle louver fin and high heat exchange, rifled bore tube design; factory tested.
  - a. Provide thermistor on liquid and gas lines.
4. Fans: Direct-drive, with statically and dynamically balanced impellers; high and low speeds unless otherwise indicated; motor thermally protected.
5. Return Air Filter: Washable long-life net filter with mildew proof resin, unless otherwise indicated.
6. Condensate Drainage: Built-in condensate drain pan with PVC drain connection.
  - a. Units with Built-In Condensate Pumps: Provide condensate safety shutoff and alarm.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify that required electrical services have been installed and are in the proper locations prior to starting installation.
- B. Verify that condensate piping has been installed and is in the proper location prior to starting installation.

### 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install refrigerant piping in accordance with equipment manufacturer's instructions.
- C. Perform wiring in accordance with NFPA 70, National Electric Code (NEC).
- D. Coordinate with installers of systems and equipment connecting to this system.

### 3.03 FIELD QUALITY CONTROL

- A. Provide manufacturer's field representative to inspect installation prior to startup.

3.04 SYSTEM STARTUP

- A. Prepare and start equipment and system in accordance with manufacturer's instructions and recommendations.
- B. Adjust equipment for proper operation within manufacturer's published tolerances.

3.05 CLEANING

- A. Clean exposed components of dirt, finger marks, and other disfigurements.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 77 00 Closeout Procedures, for closeout submittals.
- B. Demonstrate proper operation of equipment to Owner's designated representative.
- C. Demonstration: Demonstrate operation of system to Owner's personnel.
  - 1. Use operation and maintenance data as reference during demonstration.
  - 2. Conduct walking tour of project.
  - 3. Briefly describe function, operation, and maintenance of each component.
- D. Training: Train Owner's personnel on operation and maintenance of system.
  - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
  - 2. Provide minimum of two hours of training.
  - 3. Instructor: Manufacturer's training personnel.
  - 4. Location: At project site.
- E. Provide a clearance letter from designer that the system is properly installed.

3.07 PROTECTION

- A. Protect installed components from subsequent construction operations.
- B. Replace exposed components broken or otherwise damaged beyond repair.

END OF SECTION

SECTION 26 00 10

GENERAL PROVISIONS, ELECTRICAL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The complete electrical system for lighting, power, control, and other purposes, as herein specified and/or indicated on the Drawings; all necessary electrical connections to equipment furnished under other sections of the specifications and by others, whether indicated or not; and all cutting and patching required for the electrical work.

1.02 CODES AND STANDARDS

- A. All work shall be installed in accordance with the applicable provisions of the 2012 Edition of the International Building Code, the 2014 Edition of the National Electrical Code, and the National Electrical Safety Code.
- B. All electrical materials shall be listed by Underwriters' Laboratory (UL), and shall be so labeled where UL labeling is customary.
- C. All electrical equipment shall conform to applicable NEMA Standards whether specified herein or not, and to other applicable Standards which may be specified hereinafter.

1.03 ACCURACY OF DATA AND DRAWINGS

- A. Drawings and Data: Electrical drawings are generally diagrammatic, and where not dimensioned or detailed, indicate approximate locations and general arrangements of electrical work. Conduit offsets, risers, junction boxes, pull boxes, and fittings are not necessarily shown; however, provide these as required by the conditions involved and applicable codes for a correct and complete installation.
- B. Building and structure dimensions: TAKE THESE FROM ARCHITECTURAL AND STRUCTURAL DRAWINGS AND FROM ACTUAL MEASUREMENTS MADE BY ELECTRICAL SECTION OF EACH BUILDING AND STRUCTURE INVOLVED.
- C. Equipment NOT furnished by Electrical Section but requiring electrical connections: From other sections and others furnishing this equipment, determine exact electrical connection requirements therefore; Locations and arrangements of electrical connections indicated for this equipment are APPROXIMATE ONLY.

1.04 SUBMITTALS AND SHOP DRAWINGS

- A. Submittals shall be provided to the Engineer as described in the General Conditions section, unless otherwise specified in the individual specification section.
- B. Submittals shall be made for all wire, conduit, equipment and devices described in this specification which is applicable to the project.
- C. All submittals shall be COMPLETE such as all lighting fixtures, all panelboards, etc. Partial submittals will be returned, unchecked, for completion and resubmittal.

- D. The submittals shall consist of manufacturer's standard published catalog or other data sheets and shop drawings. Data sheets can be originals or good quality copies. Shop drawings shall be prepared by the manufacturer or their authorized representative. Each data sheet or shop drawing shall clearly indicate the manufacturer's name, catalog number, physical size, color, electrical characteristics, options and accessories that are specified, indicated on the drawing and/or applicable for the project.
- E. Each submittal shall be in a bradded folder, booklet or a standard three ring binder. Loose sheets or sheets paper-clipped or stapled together will not be accepted. A plain cover sheet shall be provided for stamping in each copy of the submittal. At the top of this cover sheet shall be typed the project name and number as it appears on the contract documents; the name, address and telephone number of the electrical Contractor; the electrical Contractor's representative; the date the submittal was prepared and the name, address, telephone number and representative of those who prepared the submittal if different than the electrical Contractor.
- F. Resubmittals of items, that were not approved in the initial submittal and required to be resubmitted, shall be in the same format as the initial submittal.

## PART 2 - PRODUCTS

### 2.01 PROCUREMENT OF ELECTRICAL DEVICES AND EQUIPMENT

- A. The Contractor shall not release orders for devices and equipment until submittals and shop drawings are approved. If a Contractor does, corrections and replacements for items not approved or approved as corrected shall be made at the Contractor's expense.

### 2.02 GROUNDING

- A. Ground electrical equipment and conductors as required by the National Electrical Code and other applicable electrical codes.

### 2.03 TYPE OF SYSTEM, WIRING METHOD

- A. Electrical system characteristics: These shall be as indicated. In addition, whether indicated or not, provide low voltage (less than 150 volts) wiring for controls and other purposes, as required for the complete electrical system.
- B. Enclosures: Regardless of voltage or use, install wiring in conduits, raceways or other enclosures, unless otherwise indicated or otherwise specified.
- C. Finished Areas: Conceal conduits below floors, within slabs only where indicated, within walls, within pipe chases, above suspended ceilings, and within other building construction, in finished areas, unless otherwise indicated. Conduits shall not be run in floor slabs except where otherwise indicated. Conduits for feeders to panelboards, generators, motors, and HVAC equipment may be run below floor slabs on grade. Outlet and junction boxes shall be flush mounted in walls and ceilings or mounted above accessible ceilings.
- D. Unfinished Areas: Install above-floor conduits exposed in areas where pipe chases or suspended ceilings are not indicated or concealing is otherwise impracticable, in mechanical and electrical equipment rooms or storage areas, and other unfinished areas. Outlet and junction boxes may be flush mounted in walls or surface mounted.

- E. Derating: The contractor shall be responsible for increasing the size of branch circuit and feeder conductors due to voltage drop, banking of conduits below grade or ambient temperatures above 86 degrees F unless otherwise indicated or specified.
- F. Flexible Cords: Exposed flexible cords approved for the purpose involved shall be used to connect equipment where indicated or specified, and where equipment is factory furnished with or factory arranged for flexible cord connections only. However, in each such case, install the supply outlet as near as practicable to the equipment served thereby, and use the shortest practicable length of exposed flexible cord between the equipment and the outlet

## 2.04 TEMPORARY CONSTRUCTION POWER

- A. The Contractor shall provide temporary power service equipment and wiring as required for the project. The service shall be obtained from the Electric Utility Company in the Owner's name. The Owner shall pay all usage fees. The Contractor shall pay all installation charges and include such charges in the bid. The Contractor shall remove all temporary power devices and wiring.

## PART 3 - EXECUTION

### 3.01 EQUIPMENT INSTALLATION

- A. Install all equipment in accordance with applicable manufacturer's drawings and recommendations.

### 3.02 TESTS, INSPECTIONS, ADJUSTMENTS AND CLEANUP

- A. Furnish suitable testing equipment, give the Engineer and all applicable authorities ample advance notice of all proposed tests and readiness of work for inspections, and conduct each test in their presence, as approved. Do not conceal electrical work until all necessary inspections have been made and all required tests have been approved by the Engineer and all applicable authorities.
- B. Put entire electrical system in operation, test all equipment, remedy all defects and make all necessary adjustments. Demonstrate that the entire system functions satisfactorily, as specified, as indicated and as approved.
- C. After the electrical system has been tested and before any field painting is commenced, clean up all electrical work thoroughly. Remove all foreign matter which has accumulated in all fixtures, equipment, and enclosures. Clean all fixture glassware and reflectors and clean and polish all other surfaces that are not to be painted so that they present a new and acceptable appearance.

### 3.03 FEEDER, STARTER, SWITCH, PROTECTIVE DEVICE, AND OTHER ELECTRICAL DEVICE SIZES

- A. Capacities of feeders, motor starters, circuit breakers, switches, protective devices, and other electrical devices indicated to be furnished and installed by Electrical Section for electrically operated equipment, regardless of who furnishes and/or installs that equipment, are based upon the average horsepower and/or electrical ratings of the types and sizes of the equipment used. HORSEPOWER AND/OR ELECTRICAL RATINGS OF ELECTRICALLY OPERATED EQUIPMENT INDICATED ON ELECTRICAL DRAWINGS SHALL NOT LIMIT SIZES OF THE ELECTRICALLY OPERATED EQUIPMENT AND CAPACITY OF THE ELECTRICAL WORK.
1. Before commencing electrical work for electrically operated equipment, electrical section shall: check horsepower and/or electrical rating of each individual electrically operated equipment items, regardless of who furnished and/or installs that equipment; and adjust sizes of all applicable feeders, motor starters, circuit breakers; switches, protective devices, and other electrical devices furnished by Electrical Section, as required to provide proper protection and satisfactory operation of the electrically operated equipment actually installed. This includes increasing to next larger size, or decreasing to next smaller size, all feeders, circuit breakers, starters, switches, protective devices, and other electrical devices involved, as required to match capacities of corresponding electrically operated equipment actually installed, except that no sizes shall be decreased without approval. The Contractor shall notify the Engineer of any such changes.
- B. Switches, circuit breakers, motor starters, protective devices, and other electrical devices furnished by other Sections and by others for installation and/or wiring by Electrical Section, are specified elsewhere to have adequate capacities to serve the electrically operated equipment which they are furnished. However, BEFORE installing and/or wiring each of these devices, Electrical Section shall check each individual device's electrical rating with the horsepower and/or electrical rating of the corresponding electrically operated equipment actually installed, regardless of who furnishes and/or installs the devices and equipment. Electrical Section shall not install and/or wire any device that is found to be the incorrect size, and shall see to it that correctly sized devices are furnished by the applicable Section and other applicable persons in all cases. The Contractor shall notify the Engineer of any such changes.
- C. Major equipment items such as panelboards, transfer switches, generators, control panels, etc. are drawn to scale using nominal dimensions based on information of one of the major manufacturers of the item. The Contractor shall inform prospective equipment suppliers of any space limitations associated with the locations of the equipment and verify that their equipment will or will not fit in the space indicated on the drawings. Proper clearances in front of and around equipment as indicated for working and cooling shall be maintained as indicated or required by applicable codes. If there are any conflicts, the Contractor shall notify the Engineer before bids are submitted for the project or work.
- D. All electrical outlets, switches, starters, etc. shall be installed in approximately the locations indicated. Adjustments shall be made as required to avoid interferences with installed equipment, work by other divisions, and structure. Code required clearances shall be maintained around electrical equipment.

### 3.04 PROTECTION AND CLEANING

- A. Work shall be protected at all times. Conduit openings shall be closed with caps or plugs until permanent connections are made. Fixtures and equipment shall be covered, if necessary, to protect against dirt, water, chemical or mechanical damage or defacement.

3.05 OPERATING INSTRUCTIONS

- A. Furnish the services of a competent person (or persons) to instruct the Owner's personnel in the proper operation and maintenance of all equipment, for a period of not less than one working day for each system installed.
- B. Furnish and deliver to the Owner three sets of operating instructions for all equipment installed under this contract, including as-built shop drawings and wiring diagrams, installation, operation and testing instructions, preventative maintenance recommendations and information concerning replacement parts and service representative.

3.06 AS-BUILT DRAWINGS

- A. The Contractor shall provide a complete set of as-built drawings as described in the General Conditions section. The drawings shall include the same information as the contract and/or shop drawings and any changes or deviations which were made. The location of all underground wiring or wiring concealed in or under the slab in contact with the ground and devices shall be dimensioned on the drawings referenced from the exterior walls, columns and corners of the building.

3.07 GUARANTEE

- A. The Contractor shall guarantee all work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for a period of one year from the date of final acceptance, and he shall guarantee that all equipment is of proper size and design and so installed as to produce the capacities and results specified and shown on the drawings.
- B. Defects arising during the warranty period shall be promptly remedied by the Contractor at no expense to the Owner.

END OF SECTION

## SECTION 26 00 50

## BASIC MATERIALS AND METHODS

## PART 1 - GENERAL

## 1.01 WORK INCLUDED

- A. Equipment and materials used in the work shall be in accordance with the contract documents; of the best quality and grade for the use intended; shall be new and unused; and shall be the manufacturer's latest standard or current model for which replacement parts are readily available.
- B. Work shall be installed under the constant supervision of a competent superintendent and by skilled and competent electricians.
- C. Apparatus and equipment shall be installed and connected in accordance with the best engineering practices and in accordance with the manufacturer's recommendations. Auxiliary wiring, relays, contactors, controllers, and electrical connections of any description recommended by the manufacturer and required for the proper operation of items of equipment furnished under this contract shall be furnished and installed complete.

## 1.02 ELECTRICAL WIRING FOR EQUIPMENT OF OTHER SECTIONS

- A. General:
  - 1. Electrical wiring of every description required to operate equipment furnished by other sections shall be done by the Electrical Section, except as otherwise specified in mechanical and control sections, to be provided by the Mechanical Section, and as otherwise specified hereinafter. Read carefully other sections in which electrically operated equipment is specified, and include in the electrical work electric wiring required for the proper operation of the equipment, whether indicated on the electrical drawings or not. Coordinate the Electrical section work with that of other sections that furnish equipment requiring electrical connections.
  - 2. Control devices required to operate the equipment shall be furnished by the Section that furnishes the equipment, unless otherwise specified. Control devices which are not factory mounted on the equipment and require electrical connections ONLY shall be installed by the Electrical Section. Control devices which are not factory mounted on the equipment and require piping, linkage, remote bulb, or other mechanical connections as well as electrical connections shall be installed by the Section that furnishes the equipment involved, ready for electrical connections.
  - 3. Outlet locations indicated on the electrical drawings for motors, controls, and other electrically operated items of other Sections are APPROXIMATE ONLY, as the actual wiring requirements are not necessarily identical for the various makes of each item of equipment involved. However, the Electrical Section shall locate outlets and arrange wiring to properly serve the equipment ACTUALLY INSTALLED, generally as indicated on the electrical drawings, but EXACTLY in accordance with rough-in sheets and/or wiring diagrams furnished by the other Sections involved.
  - 4. The necessary wiring diagrams shall be furnished by the Section that furnishes the equipment involved, and after these are approved, do all wiring accordingly.
- B. Wiring NOT included: Wiring which is factory installed on equipment.
- C. Wiring Included: Generally, equipment of other Sections requiring wiring that is not provided by that section.

## PART 2 - PRODUCTS

## 2.01 HANGERS, SUPPORTS, AND SLEEVES

- A. Securely attach hangers, supports, and devices to the building structure with anchors suitable for the types of building construction involved. Provide necessary pipe, angle iron, "Unistrut", "Kindorf", "B-Line" or other suitable steel auxiliary supports for the electrical work.
- B. Trapeze hangers may be used for groups of suspended horizontal conduits, with each conduit attached to each trapeze bar.
- C. Conduit hangers shall be pre-manufactured metal hangers. Tie wire is not acceptable. Wire, plastic cable ties, or other "temporary" supports shall not be permitted.
- D. Maximum hanger or support spacings for all conduits shall be as required by Codes. Support non-concrete encased underground conduits by laying with full length bearing on firm trench bottoms. Support each riser conduit at each building floor level.
- E. Conduits shall not be supported from the ceiling hanger wires or ceiling tee bars. Conduits shall not be run across and secured directly to the ceiling tee bar system that will prohibit the raising and removal of the ceiling tile.
- F. Adequately support all boxes, gutters, panelboards, switches, starters, fixtures, and other devices, and equipment. Where supporting method is indicated or detailed, provide supports accordingly; OTHERWISE, supports shall be as required by the Codes, and as approved.
- G. Provide necessary sleeves for conduits and other electrical items passing through concrete and masonry construction where conduit and other electrical items are not installed prior to concrete placing or masonry laying. Sleeves through concrete walls, concrete columns, and concrete beams shall be IPS steel pipe or rigid steel conduit, flush with finished concrete surfaces. Sleeves for all conduits passing through the slab on grade shall be PVC extending two inches above finished floor.

## 2.02 SLEEVE-SEAL INSTALLATION

- A. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel or cast-iron pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- B. Install to seal exterior wall penetrations.
- C. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal

## 2.03 CONDUIT AND FITTINGS

- A. Conduits: These shall be zinc coated rigid steel, zinc coated steel electrical metallic tubing (hereinafter referred to as "thin wall conduit"), Type 40 or 80 as approved UL listed heavy wall rigid PVC, as applicable. In each case where the conduit type is indicated, specified, or required by the Codes, install only the indicated, specified, or Code required type; OTHERWISE, conduit usage shall be as follows:

1. Embedded in concrete on grade: PVC conduit only where indicated on the drawing.
2. In contact with the ground: PVC conduit.
3. Run exposed in the interior or concealed in walls or above ceilings: Rigid steel, intermediate metal or (EMT) conduit.
4. For supporting fixture, outlet boxes, and other devices and equipment which are not directly anchored to the building structure: Rigid steel, with all joints and connections threaded.
5. Exposed to weather, in wet or damp locations or wash-down areas, and hazardous locations; rigid steel conduit.
6. Flexible connections: Flexible steel conduit ("Greenfield"), in short lengths only, at each motor and transformer connection and other location requiring flexibility; of liquid tight type where exposed to weather, excessive moisture or wash-down areas.
7. Other locations: thin wall, rigid steel, conduit, as applicable and allowed by Codes.

- B. Acceptable Manufacturers:

1. EMT, Rigid Steel
  - a. Allied
  - b. LTV Steel Tubular Products Company
  - c. Triangle
  - d. Wheatland
2. Flexible Metal Conduit
  - a. AFC
  - b. Alflex Corp.
  - c. Anamet, Inc.
  - d. Electri-Flex Co.
3. Liquidtight Flexible Metal Conduit
  - a. AFC
  - b. Alflex Corp.
  - c. Anamet, Inc.
  - d. Carol
  - e. Electri-Flex Co.
  - f. Spiraduct
4. PVC
  - a. Carlon
  - b. Cantex
  - c. Georgia Pipe
  - d. Certain Teed

- C. Conduit Fittings: For metallic conduit, fittings shall be zinc coated steel or malleable iron. For EMT, fittings shall be rain tight compression type. Set screw fittings shall not be allowed. For rigid steel conduit, fittings shall be threaded type. For PVC conduit, fitting shall be of the same material and make as those of the conduit. Fittings exposed to weather and wash-down areas shall be weatherproof type.

1. Acceptable Manufacturers:

- a. Appleton
- b. Crouse Hinds
- c. O-Z/Gedney
- d. Raco
- e. Thomas and Betts
- f. Steel City
- g. Midwest Electric
- h. Remke Industries
- i. M.E. Madison
- j. Regal
- k. Spring City
- l. Carlon (PVC)
- m. Cantex (PVC)
- n. Georgia Pipe (PVC)
- o. Certain Teed (PVC)

D. Installation:

1. General: ream ends of all conduits after cutting. Prior to wire pulling, keep open conduit ends plugged, and swab out all trapped conduits in which water or moisture has collected. Where conduits are concealed in walls, install these conduits so that the exposed wall faces will not be marred.
2. Minimums size of conduit shall be  $\frac{3}{4}$ " except for light switch legs to single switches which may be  $\frac{1}{2}$ ".
3. Conduit routing, general: see TYPE OF SYSTEM, METHOD OF WIRING herein before for locations where concealed and exposed conduits are required and/or permitted. Where conduit routings are detailed or dimensioned install conduits with the shortest practicable path, and install concealed and exposed conduits in straight, level, and plumb lines, parallel with or at right angles with beams, walls, ceilings, and other building lines.
4. Branch circuit conduit routings: except where detailed or dimensioned, the indicated branch circuit conduit routings are generally diagrammatic, and are intended to show the required circuitry from panelboards to fixtures or devices. However, if necessitated by job conditions, deviations from the indicated routings may be made, provided that regardless of the actual installed arrangement of the conduits: each fixture or device marked with the same circuit number is connected to the same corresponding numbered circuit; fixtures are switched and controlled as indicated; and no home run is brought into any switch box unless otherwise indicated.
5. Conduit shall be installed a minimum of 12" from steam or hot water piping run in parallel with the conduit, a minimum of 6" where piping run perpendicular to the conduit and a minimum of 3" from cold water piping.
6. Provide approved expansion fittings where conduit crosses expansion joints.
7. Use double locknuts and approved grounding type insulating bushings on all feeder conduits and at panelboards.
8. Where conduits penetrate fire walls, smoke partitions, floors or fire rated ceilings, sleeves shall be provided. The penetration shall be sealed in an approved manner with a fire-rated sealant with a rating equal to that of the wall, floor, etc. but not less than 2 hour. Refer to Specifications for acceptable manufacturers.
9. Provide pull chords in all empty conduits 50' or longer.
10. Conduit shall not pass through air ducts, or air shafts.
11. Conduits shall not be attached to supports for plumbing piping or duct-work.
12. Conduits shall be installed concealed, except in unfinished mechanical and electrical rooms.

## 2.04 PULL BOXES, JUNCTION BOXES, AND WIRING GUTTERS

- A. General: Pull boxes, junction boxes, and wiring gutters shall be of the types and minimum sizes indicated, or as required for the conditions involved where types and sizes are not indicated. Before installation, check proposed locations of boxes and gutters with the architectural, structural, and mechanical drawings, and locate each box and gutter so that it will be accessible in the finished project. Install above grade boxes so that the cover faces to the side or down.
- B. Four (4) inch square pull boxes and junction boxes in or on ceilings shall be supported from the tee bar or ceiling support member with a hanger designed for this purpose that secure to the tee bar or ceiling support. Neither the box nor the device attached to that box shall be supported by the ceiling material. Larger pull boxes and junction boxes shall be supported on or from the structure.
- C. Pull boxes and junction boxes in or on gypsum board and stud walls shall be secured to the studs or bracing. The boxes shall not be supported by the gypsum board material.
- D. Junction and pull boxes exposed to the weather, in wet location and in wash-down areas shall be cast metal with threaded hubs and gasketed covers with stainless steel screws.
- E. Pull boxes and junction boxes shall be identified as to their contents. Boxes for power feeder and branch circuit wiring shall indicate the circuit numbers. Boxes for communication and control wiring shall indicate the system or what the wiring is for. The identification shall be written on the cover in bold characters using a wide tip, black, permanent marker.
- F. Provide code size pull boxes, in accessible locations, in all conduits where the number and degree of bends exceed code limitations and every 150 feet for long straight runs.

## 2.05 OUTLET BOXES

- A. General: Outlet boxes and covers therefore shall be steel or cast ferrous metal with zinc or other suitable metallic rustproof coating, or cast aluminum, of the proper sizes and types to accommodate the conduits, conductors, connections, devices, fixtures, architectural conditions and structural conditions involved. Interior dry wall boxes shall be 4 inch square single or multi-gang, non-gangable, 2-1/8" deep with plaster rings. Masonry boxes shall be FS type, single or multi-gang.
  - 1. Acceptable Manufacturers:
    - a. Appleton
    - b. Crouse-Hinds
    - c. O-Z Gedney
    - d. Killark
    - e. Thepitt
    - f. Raco
    - g. Steel City
- B. Special Box Requirements
  - 1. Exposed-to-weather or wash-down area outlet boxes shall be cast metal "FS" type, with threaded hubs and gasketed covers and stainless steel screws, strictly weatherproof.

## C. Installation

1. Before installation, check proposed location of each outlet box with the architectural structural, and mechanical drawings and locate each outlet box so that they will be accessible and interference free in the finished project.
2. Set each concealed box flush with finished surfaces, and so that exposed finished surfaces will not be marred.
3. Install each wall switch on the knob side of the door involved. Before placing each wall switch box, verify the applicable door swing with the architectural drawings, and locate the wall switch box accordingly.
4. Where equipment is served by exposed flexible cords, locate the outlet box as near as practicable to the equipment connection point, to minimize flexible cord length.
5. All outlet boxes in or on ceilings shall be supported from the tee bar or ceiling support member with a hanger designed for this purpose that secure to the tee bar or ceiling support. The box nor the device attached to that box shall not be supported by the ceiling material.
6. All outlet boxes in or on gypboard and stud walls shall be secured to the studs or bracing. The boxes shall not be supported by the gypboard material.

## 2.06 WIRE, JOINTS, AND SPLICES, 600 VOLTS AND LESS

## A. Lighting and power wire shall be copper only: Types shall be as follows:

1. Where type is indicated: indicated type only.
2. High temperature and other special conditions: types NEC approved for the conditions involved.
3. Exposed flexible cords: Type SO, with grounding conductor.
4. Other lighting and power wire: No. 12 and larger, Type THWN or THHN stranded; as allowed by code, unless otherwise indicated.

## B. Control wire shall be Type MTW copper, stranded.

## C. Signaling, sound, communications, alarm, indicating, and other special system wire shall be copper, of the types specified hereinafter with the equipment, or as indicated, or as recommended by the equipment manufacturers if neither indicated nor specified.

## D. Wire Sizes: Where sizes are neither indicated nor otherwise specified, wire sizes shall be:

1. Branch circuit wire: No. 12, minimum.
2. Control wire: No. 14, or as recommended by the control manufacturer.
3. Special system wire: as recommended by the manufacturer of the equipment involved.

E. Identification:

1. General: All wires shall be identified as required by NEC.
2. The insulation on wiring #8 or smaller shall be factory-color coded. Each phase conductor of each branch circuit shall be of one color throughout the installation. Colors shall be as follows:
  - a. 280/120 volt system:
  - b. Phase A – black
  - c. Phase B – red
  - d. Phase C – blue
  - e. Neutral – white
  - f. Ground – green
3. Control and special systems wire: These shall be color coded throughout, or identified at each terminal and junction point with a suitable permanently attached tag or label.

F. All wire of each type shall be of the same manufacturer. Do not mix wire of different manufacturers.

G. Acceptable Manufacturers

1. Building wire 600 volts and less:
  - a. American Electric
  - b. Capitol Wire and Cable
  - c. Condumex Inc
  - d. Diamond Wire
  - e. General Cable
  - f. Southwire
  - g. Triangle Wire

H. Joints and Splices: Make these with suitable solderless connectors, in the various boxes, gutters, and similar locations, but not in any conduit. Leave enough wire slack to permit at least one splice or joint to be remade.

1. Interior branch circuit, control and special system wire joints No. 8 and smaller: use tool-applied to twist-on type connectors.
  - a. Acceptable Manufacturers:
    - (1) Ideal "Wing Nut"
    - (2) ITT Blackburn "Free Spring"
    - (3) Buchanan "B Cap"
    - (4) 3M "Scotchlok"
    - (5) Thomas & Betts "Piggy"
    - (6) Panduit "P-Conn"
2. Exterior branch circuit, control and special system wire joints No. 8 and smaller: use tool-applied copper compression connectors.
3. All other wire joints No. 6 or larger: Use suitable copper tool-applied mechanical compression or bolted type connectors for interior joints and copper tool-applied mechanical compression connectors for exterior joints. Split bolt connectors are not acceptable.
  - a. Acceptable Manufacturers
    - (1) Buchanan

- (2) Burndy
- (3) IlSCO
- (4) Ideal
- (5) ITT Blackburn
- (6) Thomas and Betts
- (7) Panduit

- 4. Insulate interior joints and splices with suitable insulating sleeves or caps integral with the connectors or separate therefrom, or with vinyl plastic insulating tape.
- 5. Insulate exterior joints with heavy wall heat shrink tubing or caps. The heat shrink material shall be U.L. Listed "Waterproof".
  - a. Acceptable Manufacturers:
    - (1) Ideal
    - (2) Panduit
    - (3) Raychem
    - (4) 3M
    - (5) Thomas & Betts

- I. Testing of Wiring and Cable, 600 volts and less: Make insulation tests with a "Megger". Demonstrate that neither short circuits nor ground faults exist, and that wiring complies with NEC.

## 2.07 PANELBOARD CIRCUIT BREAKERS

- A. Overcurrent protective device type shall be:

- 1. Branch circuit panelboard: Bolt-on type molded case circuit breakers. Where indicated or required, circuit breakers shall have ground fault tripping devices.
- 2. Breakers in 208/120 volt panels shall have a published ampere interrupting rating at 125/250 V, DC. Breakers without the DC rating are not acceptable.
- 3. Unused breaker or conduit openings shall be plugged with snap-in devices designed for the purpose.

- B. Circuiting: Circuit numbers shown on drawings indicate specific panelboard to which each branch circuit shall be connected, and specific outlets which shall be connected to each branch circuit, and unless otherwise indicated these circuit numbers do not necessarily indicate actual number of circuit breaker in each panel to each branch circuit shall be connected. Connect each device or fixture marked with same circuit number to same numbered branch circuit, and connect each branch circuit to indicated panelboard. In each individual panelboard:

- 1. Balance active circuits on panelboard busses, and leave spare circuit breakers equally divided among panelboard busses, as nearly as practicable.
- 2. Connect each ungrounded wire of each 3 and 4 wire common neutral circuit to a different panelboard bus.

- C. Identification:

- 1. Identification of Circuits and Equipment: Identification designations shall correspond to those indicated on the electrical drawings.
- 2. Clearly typewrite on each panelboard directory card the designations and locations of the fixtures, outlets and equipment served by each device in the panelboard. Panelboard directory cards shall indicate actual assigned room numbers and not those indicated on the plans.

- E. Acceptable Manufacturers:

1. Cutler Hammer "Pow-R-Line" Series
2. General Electric "A or Spectra" Series
3. Square D "NQOD or I-Line" Series
4. Siemens "P1 thru P5" Series

## 2.08 DISCONNECT SWITCHES, MOTOR STARTERS AND SEPARATE CIRCUIT BREAKERS

- A. General: Except as otherwise specified below, Electrical Section shall provide disconnect switches, circuit breakers, and motor starters for all motors and other electrically operated equipment, regardless of who furnishes and/or installs that equipment. Types and locations of these devices shall be as indicated, or as required where types and/or locations are not indicated.
1. These devices which are located on other equipment shall be as specified under the corresponding headings; these devices NOT located on other equipment shall be as specified below, and shall be separately mounted.
  2. Separately mounted disconnect switches, circuit breakers, and motor starters shall be General Electric, Cutler Hammer, Square D, or Siemens as approved. Enclosure types shall be NEMA 3R for devices exposed to weather; NEMA 4 in wash-down areas, NEC required type for devices in other special locations, and NEMA 1 type for devices in dry indoor locations. Each circuit breaker and each disconnect switch, including those integral with motor starters, shall have padlocking means and mechanical override to open the enclosure while energized.
- B. Disconnect Switches: These shall be heavy-duty type and shall be non-fused safety switches where overcurrent protection is not required; and fused safety switches or circuit breakers (as indicated) where overcurrent protection is required; except that other suitable properly rated switches may be used for fractional hp motors and other small loads.
- C. Separately Enclosed Circuit Breakers: These shall be thermal-magnetic molded case type as indicated.
- D. Manual Motor Starters: These shall be heavy-duty type and shall have neon motor running pilot lights and proper sized overload protective devices for the motors involved; and shall be surface mounted in equipment rooms and unfinished areas, and flush mounted in finished areas. Where manual motor starters are not indicated, small manually controlled motors shall be controlled directly by the panelboard circuit breakers.
- E. Magnetic Motor Starter: These shall be heavy-duty type. Each of these shall have built-in HOA selector switch, phase loss relay that monitors all phases, running light, power available light, 2 NO and 2 NC auxiliary contacts, and shall have in each pole a separate overload protective device of proper rating for the motor controlled by the starter. Except as otherwise specified below, each magnetic starter shall have a built-in control circuit transformer with primary and secondary fuses to supply 120 volts to the control circuit. All control circuits extending outside of starter enclosures shall operate on overcurrent-protected 120 volts.
1. Built-in control circuit transformers shall be omitted: where 120 volts is available from motor feeder within starter enclosure; where one or more 120 volt control circuits from sources outside of starter enclosures are indicated; and where control devices and control circuitry are contained entirely within the starter enclosure, in which case the holding coil and control devices may operate directly on the motor feeder voltage.

## F. Devices Furnished by Other Sections or Others:

1. 3/4 hp and smaller exhaust and small single phase roof mounted fans: disconnect switches for these shall be furnished with and factory mounted on the equipment; Electrical Section shall connect to fan motors and/or switches, as required. See the mechanical spec sections for equipment that is provided with starters and disconnects.

## G. Identification for separately enclosed devices: Identify each separately enclosed circuit breaker, disconnect switch, magnetic motor starter, and manual motor starter, by attaching to the device cover a laminated plastic nameplate clearly and permanently lettered with the description and location of the equipment controlled by the device and the circuit number and origin from which it is fed. The nameplate shall be white with 1/8" high black characters.

## 2.09 DEVICES

## A. General:

1. Wiring devices shall be Hubbell, P & S or Cooper, as specified below. Hubbell is listed below to establish the standard requirements. Type of wiring devices required for this project shall be as indicated on the drawings, or suitable for the application involved if type is not indicated; qualities, ratings, and other requirements of wiring devices shall be as specified below. Wiring device types specified below may not necessarily be required for this project; disregard specifications for devices which are neither indicated nor required for this project.
2. Receptacle configurations shall conform to NEMA standards.
3. Duplex receptacles shall be installed with U-grounded up.

## B. Devices: Qualities, ratings, and other requirements shall be:

1. Wall switches: 20A 120-277VAC, single or double pole, 3 or 4 way, as applicable; Hubbell 1220 series specification grade. Where indicated as WEATHERPROOF, the above specified switch in FS Condulet, with lift spring door type weatherproof device plate.
2. Duplex receptacles 20A, 125 volt, 2 pole, 3 wire grounding; Hubbell 5362 specification grade.
3. Other devices not specified above; as indicated on the drawings.
4. The colors of switches and receptacles shall be ivory.

## C. Device Plates:

1. General: Device face plates shall be single or ganged type as required. They shall properly mate with the device and outlet box to which they are attached. They shall be standard size. Screws shall be metal with standard slot head unless otherwise indicated or specified.
2. Interior Plates: These shall be 302 smooth satin finish stainless steel with beveled edges. Screw heads shall match the plate.
3. Exterior or Weatherproof Plates: For switches, Hubbell "HBL7420" or as approved, UL listed for wet locations with the cover closed. Plates shall be cast aluminum, with self closing spring door and designed to fit over a type FS outlet box. Springs, screws and other hardware shall be stainless steel. For receptacles in use where indicated, Hubbell "WP26M" or as approved, UL listed for wet locations with the cover closed and receptacle in use. For receptacles not in use where indicated, Hubbell WPFS26 or as approved. Plates shall be cast aluminum, with self closing spring door and designed to fit over a type FS outlet box. Springs, screws and

other hardware shall be stainless steel.

- D. Plates for switches used as disconnects for equipment and receptacles dedicated to a specific piece of equipment, such as 250V receptacles, shall be engraved with a description of the item and circuit number for which they are dedicated such as: refrigerator, fan, etc.

## 2.10 CONTACTORS, PHOTOCELL SWITCHES

### A. Lighting Contactors:

- 1 Mechanically or Magnetically Held Lighting Contactors:
  - a. Multipole type
  - b. Number of poles as indicated.
  - c. Load contacts rated 20 amperes continuous, at 208/120 volts for tungsten, LED, fluorescent or H.I.D. lighting loads.
  - d. Coil voltage 120 VAC
  - e. Control relay or module for two wire control.
  - f. Coil clearing contacts so that contactor coils shall be energized only during the instance of operation.
  - g. NEMA Type 1 enclosure
  - h. U.L. Listed under standard UL 508.
  - i. CSA Approved
  - j. Acceptable Manufacturers:
    - (1) Asco 917
    - (2) G.E. CR160MA
    - (3) Square D Class 8903 type LX
    - (4) Westinghouse Class A202

### B. Photocell Switches:

- 1. For Exterior Mounting:
  - a. Tork No. 2101 or as approved.
  - b. 1 inch diameter cadmium sulphide, hermetically sealed glass to steel.
  - c. Gasketed die cast aluminum weatherproof housing with 1/2 inch conduit nipple.
  - d. Rated for 2000 watts tungsten at 120, 240 or 277 volts.
  - e. Contacts shall be SPST normally closed snap action type.
  - f. ON/OFF adjustment range of 2 f/c to 50 f/c with turn-OFF approximately three times turn-ON.

## 2.11 LIGHTING CONTROL OCCUPANCY SENSOR SYSTEMS

- A. The occupancy sensor lighting control system shall be used to control the lighting fixture in rooms and areas where the sensors are located.
- B. The system shall consist of individual controllers, switches and sensors for controlling fixtures in individual rooms or areas.
- C. The system indicated on the drawings was designed around Watt Stopper systems and the Watt Stopper model numbers indicated on the drawings are to establish the standard of performance.
- D. The supplier shall prepare a set of installation shop drawings indicating the detector type,

and location, wiring diagrams similar to those on the drawings along with installation, aiming and adjusting instruction for the contractor to install the systems.

- E. Provide the system supplier architectural and electrical plans; including reflected ceiling plans for the system supplier to prepare their drawings.
  
- F. Install the systems per the shop drawings and installation instructions including the outlet boxes, conduit devices, 120 volt and low voltage wiring, etc required for a complete system. Occupancy sensors and controllers shall be installed on outlet boxes installed in or above the ceiling. Low voltage wiring shall be per the manufacturers standards and shall be plenum rated. Wiring may be run without conduit but shall be supported in accordance with the NEC with approved fasteners. Splices shall be made in junction boxes. Proper fittings shall be used where the cable enters the box.
  
- G. After the systems have been installed, the supplier will commission the systems including testing each device for proper operation and performing required adjustments. After the systems have been commissioned, the supplier shall instruct the owner on how the devices and systems function.
  
- H. Acceptable manufacturers:
  - 1. Leviton
  - 2. Watt Stopper
  - 3. Hubbell

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 26 50 00

## LIGHTING

## PART 1 - GENERAL

## 1.01 GENERAL REQUIREMENTS

- A. Lighting fixtures shall be those specified on the drawings or approved equivalent thereof, each complete with LED's, drivers, hangers, end caps, and all other necessary devices to provide a complete installation. Fixture types indicated in the fixture schedule correspond to those indicated on the drawings. Required wattages shall be as specified or indicated. Unless otherwise specified or indicated, other general requirements shall be as follows as applicable to the fixtures involved.

## PART 2 - PRODUCTS

## 2.01 BATTERY UNITS

- A. Battery units for LED exit signs shall operate the sign for a minimum of 90 minutes. The battery unit shall have integral charger, high temp nickel cadmium battery and required electronic circuitry. Electronic circuitry shall be self-testing in design and automatically test the unit for a minimum of 30 seconds every 30 days, and 90 minutes once a year. An embedded microcontroller will continually monitor the battery charging current and voltage. An audible alarm and light-emitting diode shall be provided to indicate test results and status conditions. A solid-state status indicator light to monitor the charger, fault condition, and battery, a single-pole test switch, and installation hardware shall be provided. The unit shall be UL Listed for the conditions in which it is installed. The battery unit, indicator light, and test switch shall be installed in the fixture at the factory by the fixture manufacturer unless a remote mounted unit is indicated on the plans. The unit shall be warranted for a minimum of five full years. The unit manufacturer shall be the product selected by the exit sign manufacturer to meet the performance specification.
- B. Battery units for LED lighting fixtures shall operate the fixture at full brightness for a minimum of 90 minutes. The battery unit shall have integral charger, high temp nickel cadmium battery and required electronic circuitry. Electronic circuitry shall be self-testing in design and automatically test the unit for a minimum of 30 seconds every 30 days, and 90 minutes once a year. An embedded microcontroller will continually monitor the battery charging current and voltage. An audible alarm and light-emitting diode shall be provided to indicate test results and status conditions. A solid-state status indicator light to monitor the charger, fault condition, and battery, a single-pole test switch, and installation hardware shall be provided. The unit shall be UL Listed for the conditions in which it is installed. The battery unit, indicator light, and test switch shall be installed in the fixture at the factory by the fixture manufacturer unless a remote mounted unit is indicated on the plans. The unit shall be warranted for a minimum of five full years. The unit manufacturer shall be the product selected by the lighting fixture manufacturer to meet the performance specification.

## 2.02 LENSES

- A. Lenses shall be as indicated in the lighting fixture schedule on the drawing.

## PART 3 – EXECUTION

## 3.01 REMOVAL OF FLUORESCENT LAMPS

- A. Florescent Lamp Removal: Remove fluorescent lamps in accordance with local or state regulations and Federal Regulation 40 CFR 273 and as follows:
  - 1. Do not break mercury containing fluorescent lamps or high intensity discharge lamps.
  - 2. Contain any lamp in containers or packages that are structurally sound, adequate to prevent breakage, and compatible with the contents of the lamps. Such containers and packages must remain closed and must lack evidence of leakage under reasonably foreseeable conditions
  - 3. Immediately clean up and place in a container any lamp that is broken and place in a container any lamp that shows evidence of breakage, leakage, or damage that could cause the release of mercury or other hazardous constituents to the environment. Containers must be closed, structurally sound, compatible with the contents of the lamps and must lack evidence of leakage, spillage or damage that could cause leakage or releases of mercury or other hazardous constituents to the environment under reasonably foreseeable conditions.
  - 4. Store lamps in containers or packages that prevent breakage and manage lamps in a way that prevents the release of any component of the lamp to the environment.
  - 5. Dispose of fluorescent Lamps off site in accordance with EPA, DOT, and local regulations at a permitted site.
- B. Landfill Records (For Fluorescent Lamp Disposal): Indicate receipt and acceptance of hazardous wastes by a landfill facility with an EPA ID number licensed to accept hazardous wastes.

## 3.02 INSTALLATION

- A. Install the fixtures where indicated, but make adjustments using the same numbers of fixtures in accordance with the Architectural reflected ceiling plan where ceilings exist and verified to be compatible with system.
- B. Where suspended ceilings are involved, coordinate recessed fixture types and trims with actual installed ceiling system, and provide all necessary frames and trim to properly complete each particular installation.
- C. Recessed lay-in type fixtures shall be secured to the ceiling tee bar by clips provided by the fixture manufacturer on the vertical part of the tee bar main runners only at each of the four corners of the fixture.
- D. Surface and wall mounted fixtures shall be secured with a minimum of four bolts or screws. Do not use clips or fasteners. The bolts or screws shall be run through or into a structural member, slab, stud or other support added for this purpose. Do not secure or support the weight of the fixtures from gypsum board on walls or any ceiling material. Fixtures attached to ceiling tees shall be attached to the main runners only with at least two positive clamping devices. Rotational spring catches or other clips shall not be used. Chain hangers shall be secured to the fixture and the structure with screws or bolts. Do not use clips or fasteners.
- E. Recessed flanged type fixtures shall be secured using adjustable swing-gate type hangers that fit over the ceiling support member around the opening and adjusted to secure the fixture flange tight against the ceiling. The hangers shall be adjustable from inside the fixture and a minimum four shall be provided for each fixture.

- F. Recessed can type fixtures installed in lay-in type ceilings shall be supported from the tee bar system using suspension bar hangers designed for the purpose that fasten to the vertical part of the tee bar. Support the fixture from the main runners only. Do not secure to or support the weight of the fixture from the ceiling material.
- G. Recessed can type fixtures installed in non-lay-in type ceilings shall be supported from the ceiling support system using suspension bar hangers designed for the purpose that fasten to the support system. Do not secure to or support the weight of the fixture from the ceiling material.
- H. Exit signs shall be secured to an outlet box with a minimum of two screws. The outlet box shall be secured as specified in Section 26 00 50.
- I. Under cabinet fluorescent fixtures shall be secured to the underside of millwork with screws installed on and each end of 2 and 3 foot fixtures and each end and center of four foot fixtures.
- J. Surface and wall mounted fixtures larger than 8 inches in any dimension or weights more than 40 pounds shall be supported independently of the outlet box and secured with a minimum of four bolts or screws. Do not use clips or fasteners. The bolts or screws shall be run through or into a structural member, concrete or masonry wall, or ceiling support member, stud or other support added for this purpose. Do not secure or support the weight of the fixture from gypsum board on walls or any ceiling material. Smaller fixtures shall be supported from the outlet box and secured with a minimum of two screws. The outlet box shall be secured as specified in Section 26 00 50. Fixtures attached to ceiling tees shall be attached to the main runners only with at least two positive clamping devices. Rotational spring catches or other clips shall not be used.
- K. Circuit connections to lighting fixtures shall be made with minimum 3/8 inch flexible metal conduit, maximum 6' in length.
- L. Liquid-tight, flexible metal conduit shall be used for connections to exterior fixtures and fixtures in wet and wash-down areas.

END OF SECTION

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**PROCUREMENT AND CONTRACTING FORMS**

**DIVISION 50**

## SECTION 905 - PROPOSAL

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.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the Contract Administration Engineer prior to the bid opening time specified in the advertisement.

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) shall submit electronically with our proposal or deliver prior to the bid opening time 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 digital signature and electronic submission via Bid Express 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.

Work Necessary for Renovations to the Philadelphia Project Office, known as State Project No. BWO-5174-50(002) / 503123301 in Neshoba County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
Building Items					
0010	1520-A001		1	Lump Sum	Installation of HVAC and Lighting Replacement

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 September 8, 2011.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

_____ (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 September 8, 2011.

Contractor \_\_\_\_\_

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**  
**CERTIFICATION**

I, \_\_\_\_\_,  
(Name of person signing bid)

individually, and in my capacity as \_\_\_\_\_ of  
(Title of person signing bid)

\_\_\_\_\_  
(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-5174-50(002)/ 503123301000**

in **Neshoba** \_\_\_\_\_ 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.

Do exceptions exist and are made a part thereof? Yes / No

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 is true and correct.

(1/2016 S)

## SECTION 902

CONTRACT FOR **BWO-5174-50(002)/ 503123301000**

LOCATED IN THE COUNTY(IES) OF **Neshoba**

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 \_\_\_\_\_

Title \_\_\_\_\_

Signed and sealed in the presence of:  
(names and addresses of witnesses)

MISSISSIPPI TRANSPORTATION COMMISSION

By \_\_\_\_\_

Executive Director

\_\_\_\_\_  
Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Minute Book No. \_\_\_\_\_, Page No. \_\_\_\_\_.

Revised 8/06/2003

**SECTION 903**  
**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR: BWO-5174-50(002)/ 503123301000

LOCATED IN THE COUNTY(IES) OF: Neshoba

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 for Renovations to the Philadelphia Project Office, known as State Project No. BWO-5174-50(002) / 503123301 in Neshoba 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\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)

By: \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Surety) (Seal)

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(MS Agent)

\_\_\_\_\_  
Mississippi Insurance ID Number