

MDOT Use Only

Checked \_\_\_\_\_

Loaded \_\_\_\_\_

Keyed \_\_\_\_\_

12 -



SM No. CBWO9021250131

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF

12

Work Necessary for the Installation of Condensing Units on the MDOT Administration Building in Jackson, known as State Project No. BWO-9021-25(013) / 503341301 in Hinds County.

Project Completion: 09/30/2020

**(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**

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

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

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

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

# 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, March 24, 2020, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Work Necessary for the Installation of Condensing Units on the MDOT Administration Building in Jackson, known as State Project No. BWO-9021-25(013) / 503341301 in Hinds 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.

The 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.

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 10 TABLE OF CONTENTS

PROJECT: INFORMATION SYSTEMS DATA CENTER CONDENSING  
UNITS FOR ADMINISTRATION BUILDING IN JACKSON,  
HINDS COUNTY, MISSISSIPPI

PROJECT NUMBER: BWO-9021-25(013) 503341

DATE: 2-6-20

**DESCRIPTION A:** This Work shall consist of all construction work necessary in providing Information Systems Data Center Condensing Units to Administration Building in Jackson, Hinds County, Mississippi, Project No. BWO-9021-25(013) 503341, 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 installation of condensing units including all code compliance. Omission of items or instruction necessary or considered standard good practice for the proper installation of the condensing units shall not relieve the Contractor of furnishing and installing such items and conforming to the building codes having jurisdiction.

DOCUMENT NUMBER	DOCUMENT TITLE	NO. OF PAGES
	<b>DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>INTRODUCTORY INFORMATION</b>	
00 01 10	TABLE OF CONTENTS	2
	<b>BIDDING REQUIREMENTS</b>	
00 21 13	INSTRUCTION TO BIDDERS	6
00 22 13	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	2
	<b>CONTRACTING REQUIREMENTS</b>	
00 72 00	GENERAL CONDITIONS	1
00 91 13	ADDENDA	1
SECTION NUMBER	SPECIFICATION SECTION TITLE	NO. OF PAGES
	<b>DIVISION 01 – GENERAL REQUIREMENTS</b>	
01 10 00	SUMMARY	4
01 25 00	SUBSTITUTION PROCEDURES	5
01 26 00	CONTRACT MODIFICATION PROCEDURES	2
01 29 00	PAYMENT PROCEDURES	4
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	3

01 32 33	PHOTOGRAPHIC DOCUMENTATION	2
01 33 00	SUBMITTAL PROCEDURES	10
01 35 16	ALTERATION PROJECT PROCEDURES	5
01 40 00	QUALITY REQUIREMENTS	7
01 42 00	REFERENCES	4
01 45 23	TESTING AND INSPECTION SERVICES - CONTRACTOR	2
01 50 00	TEMPORARY FACILITIES AND CONTROLS	6
01 60 00	PRODUCT REQUIREMENTS	4
01 73 00	EXECUTION	6
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3
01 77 00	CLOSEOUT PROCEDURES	4
01 78 23	OPERATION AND MAINTENANCE DATA	7
01 78 39	PROJECT RECORD DOCUMENTS	3
01 79 00	DEMONSTRATION AND TRAINING	4
	<b>DIVISION 02 – 06 (NOT USED)</b>	
	<b>DIVISION 07 - THERMAL AND MOISTURE PROTECTION</b>	
07 54 00	THERMOPLASTIC MEMBRANE ROOFING	6
07 84 00	FIRESTOPPING	5
	<b>DIVISION 08 – 22 (NOT USED)</b>	
	<b>DIVISION 23 HEATING, VENTILATING, AND AIR- CONDITIONING</b>	
23 63 13	AIR COOLED REFRIGERANT CONDENSERS	3
	<b>DIVISIONS 24 – 49 (NOT USED)</b>	
DRAWINGS	ROOF PLAN DRAWING	1
	<b>DIVISIONS 50 MDOT PROCURMENT AND CONTRACTING FORMS</b>	

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

END OF TABLE OF CONTENTS

DOCUMENT 00 21 13

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).
- C. Schedule a Site Visit: Contact Mr. Jim Jordan - Central Service Director, Tel. Office: 601-359-9776, Cell: 601-946-7276, no later than 3-12-2020.

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 102.06 – Preparation of Proposal.

1.06 CONTRACT TIME

- A. It is anticipated that the Notice of Award will be issued by not later than April 14, 2020, and the date for Notice to Proceed and Beginning of Contract Time will be May 14, 2020
- B. The calendar date for completion of this Contract shall be September 30, 2020 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%)**

END OF DOCUMENT

DOCUMENT 00 72 00

GENERAL CONDITIONS

1.01 DESCRIPTION.

- A. The Mississippi Standard Specifications for Road and Bridge Construction, Mississippi Department of Transportation, Jackson, 2017 Edition, except as may be added to or modified herein, is hereby made a part of the Contract Documents. For brevity, The Mississippi Standard Specifications for Road and Bridge Construction 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

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 in providing Information Systems Data Center Condensing Units to Administration Building at Jackson, Hinds 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. Utilities: Coordinate with local utility companies for installation and pay for all costs incurred thereby.
  3. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
  4. 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.
  5. Give required notices
  6. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of Work.
  7. 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.
  8. Enforce strict discipline and good order among employees. Do not employ on Work, unfit persons or persons not skilled in assigned task.
  9. 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.
  10. 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.



11. Coordination: The Contractor is responsible for the coordination of the total Project. All subcontractors will cooperate with the Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their Work. Refer to Section 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 areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Limits: Confine construction operations to area indication in the Contract Documents.
  2. Driveways, Walkways and Entrances: Keep driveways parking garage, 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 existing building 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 walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or 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. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Project Engineer not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Project Engineer's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

1.06 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 allowed substitutions and where substitutions are not allowed.
- 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.
- C. No Substitutions: Substitutions will not be allowed for equipment/materials that must be compatible with existing equipment/materials and substituted equipment/materials would void the existing warranties.

### 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 its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document requested substitutions in accordance with Section 01 25 00 Substitution Procedures and Section 01 60 00 Product Requirements.
- C. Contractor's Documentation:
  - 1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
  - 2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
  - 3. On request, provide additional data to support computations:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance and bonds.
    - c. Overhead and profit.
    - d. Justification for change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 4. Support each claim for additional costs, and for work completed on a time and material basis, with additional information:
    - a. Origin and date of claim.
    - b. Dates and time work was performed and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- 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 Mechanical / Electrical Consultants. One copy will be retained by MDOT Architectural Services, one by 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 the 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 Hinds County. The Work includes Information Systems Data Center Condensing Units to Administration Building in Jackson, Hinds County, Mississippi. The Contract Sum shall be full compensation for providing all equipment/materials, and all other Work and effort of whatever nature in the construction of the building, installation of 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-9021-25(013) 503341  
Information Systems Data Center Condensing Units  
In Jackson, Hinds County, Mississippi lump sum

**TOTAL PROJECT CONTRACT SUM**

**LUMP SUM**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 DEFINITIONS

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

1.03 INFORMATIONAL SUBMITTALS

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

- j. Compatibility problems.
  - k. Time schedules.
  - l. Weather limitations.
  - m. Manufacturer's written instructions.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
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) Access.
    - 6) Site utilization.
    - 7) Temporary facilities and controls.
    - 8) Progress cleaning.
    - 9) Quality and work standards.

- 10) Status of correction of deficient items.
  - 11) Field observations.
  - 12) Status of RFIs.
  - 13) Status of proposal requests.
  - 14) Pending changes.
  - 15) Status of Change Orders.
  - 16) Pending claims and disputes.
  - 17) 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 Contractor.
  - d. Date photograph was taken.
  - e. Description of vantage point, indicating location, direction (by compass point), and elevation of construction.
  - f. 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. Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided 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 Contractor.
    - d. Name of subcontractor.
    - e. Name of supplier.
    - f. Name of manufacturer.
    - g. 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).
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Location(s) where product is to be installed, as appropriate.
    - k. 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 of Contractor.
    - 6) Name of firm or entity that prepared submittal.
    - 7) Names of subcontractor, manufacturer, and supplier.
    - 8) Category and type of submittal.
    - 9) Submittal purpose and description.
    - 10) Specification Section number and title.
    - 11) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 12) Drawing number and detail references, as appropriate.
    - 13) Transmittal number, numbered consecutively.
    - 14) Submittal and transmittal distribution record.
    - 15) Remarks.
    - 16) Signature of transmitter.
    - 17) 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 of Contractor.
    - d. Name of firm or entity that prepared submittal.
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.

- g. Submittal purpose and description.
  - h. Specification Section number and title.
  - i. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - l. Related physical samples submitted directly.
  - m. Indication of full or partial submittal.
  - n. Transmittal number, numbered consecutively.
  - o. Submittal and transmittal distribution record.
  - p. Other necessary identification.
  - q. 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 stamp to: Project Engineer's File, Architectural Services Unit File, 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 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 six 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 six paper copies of each submittal with additional number of copies, if required, by Contractor for distribution. MDOT Architect will return four copies, unless indicated otherwise
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples.
  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, 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 Project Engineer's and MDOT Architect's 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 00.
  - 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 all items awaiting removal from Site, observing all requirements for fire prevention and protection of the environment.
- B. Periodic Cleaning, as follows:
  - 1. Daily and more often if necessary, inspect the Project Space and pick up all scrap, debris, and waste material; remove to designated storage.
  - 2. At completion of work of each trade, clean area and make surfaces ready for work of successive trades.
  - 3. One each week, more often if necessary, remove all stored waste material and legally dispose of off the Site.
- C. Final Cleaning: Under provision of Section 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 all 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 or 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.

1.07 QUALITY CONTROL

- A. 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.

- B. **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.
- C. **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.
- D. **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.
- E. **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.

- F. 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.

1.08 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Engage a qualified testing agency / special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency / special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Project Engineer, MDOT Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Project Engineer, MDOT Architect with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  - 6. Retesting and reinspecting corrected work.

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> .
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> .
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> .
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> .
ASCE/SEI	American Society of Civil Engineers / Structural Engineering Institute (See ASCE)
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> .
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> .
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> .
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> .
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> .
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> .

SPRI Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).  
SRCC Solar Rating and Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).  
SSPC SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).  
UL Underwriters Laboratories Inc.; <http://www.ul.com>.

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.; [www.din.de](http://www.din.de).  
IAPMO International Association of Plumbing and Mechanical Officials;  
[www.iapmo.org](http://www.iapmo.org).  
ICC International Code Council; [www.iccsafe.org](http://www.iccsafe.org).  
ICC-ES ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

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.

COE Army Corps of Engineers [www.usace.army.mil](http://www.usace.army.mil). ;  
CPSC Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).  
DOC Department of Commerce  
National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).  
DOE Department of Energy; [www.energy.gov](http://www.energy.gov).  
EPA Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).  
FG Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).  
GSA General Services Administration; [www.gsa.gov](http://www.gsa.gov).  
LBL Lawrence Berkeley National Laboratory  
Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).  
OSHA Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).

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; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).  
DOD Department of Defense;  
Military Specifications and Standards  
Available from Department of Defense Single Stock Point; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).  
FED-STD Federal Standard (See FS)

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

1.02 REFERENCES

- A. ASTM International (ASTM):
  - 1. E329 - Standard Specification for Agencies Engaged in Construction Inspection and / or Testing.
  - 2. 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. 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, 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, 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, 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.
- 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.
- 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. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.04 QUALITY ASSURANCE

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



1.05 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

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 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 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: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Toilets: Use of Owner's existing toilet facilities may be permitted, if acceptable with the 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.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Connect temporary service to Owner's existing power source, as directed by Owner.
- F. 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.
- G. 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. Traffic Controls: Comply with requirements of authorities having jurisdiction.
    - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
    - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
    - 3. The drive is to remain open at all times. A flagman will be required to control traffic when construction vehicles are present.
  - C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
  - D. Project Signs: Unauthorized signs are not permitted.
  - E. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
  - F. 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.
  - G. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
    - 1. Do not load elevators beyond their rated weight capacity.
    - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
  - H. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Final Completion, restore stairs to condition existing before initial use.
    - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- 3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

- C. Environmental Protection Procedures: Designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of Project Site.
  - D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
  - E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
  - F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
  - G. 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.
  - H. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
    - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
    - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
    - 3. Insulate partitions to control noise transmission to occupied areas.
    - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
    - 5. Protect air-handling equipment.
    - 6. Provide walk-off mats at each entrance through temporary partition.
  - I. 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 OPERATION, TERMINATION, AND REMOVAL
- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
  - B. Burning of Trash: No burning of trash or debris shall be done on Owner's property. All such materials shall be removed from the site and disposed of in accordance with local laws and ordinances.

- C. Maintenance: Maintain facilities in good operating condition until removal.
- D. Conduct of workers: Workmen, who, because of improper conduct or persistent violation of Owner's requirements, become objectionable, shall be removed at the Owner's request. Inform all workmen of Owner's requirements.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Final Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor.
  - 2. At Final Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION

## SECTION 01 60 00

## PRODUCT REQUIREMENTS

## PART 1 - GENERAL

## 1.01 SUMMARY

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

## 1.02 DEFINITIONS

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

## 1.03 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. MDOT Architect's Action: If necessary, MDOT Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. MDOT Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or ten days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."
    - b. Use product specified if MDOT 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 and stating no substitutions will be accepted, there is no option and no substitutions will be allowed.
- C. 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 final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, 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 construction indicated as existing are not guaranteed. Before beginning the Work, investigate and verify the existence and location of construction affecting the Work.
- 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 installation.
  - 2. Examine walls, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates.
- 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. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

3.03 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. 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.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages.
- H. 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.
- I. 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. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- 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 **minimize** interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, 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 site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. 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 Date of 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 Date of 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 Date of 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 construction waste.

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. 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.

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.

1.05 QUALITY ASSURANCE

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

1.06 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section.
- B. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  - 1. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - 2. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.



## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.01 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. 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. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

## 3.02 RECYCLING CONSTRUCTION WASTE, 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 processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.03 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. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

3.04 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 a list prepared by the Contractor of deficiencies, which will be edited by the Project Engineer and MDOT Architect. 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.

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. 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, equipment vaults, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Remove labels that are not permanent.
    - j. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication and other foreign substances.
    - k. Leave Project clean and ready for use.

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. 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.

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. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 7. 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 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 07 54 00

THERMOPLASTIC MEMBRANE ROOFING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Providing new walkway rolls to and around new rooftop equipment and new vibration pads under the new equipment.
  - 1. Repair damaged roofing materials during installation of new equipment.
  - 2. Do NOT void existing roof warranty.

1.02 DESCRIPTION OF EXISTING ROOF

- A. Fully adhered roofing system utilizing a polyester reinforced, hot air welded thermoplastic KEE (Ketone Ethylene Ester) single ply membrane with a polyester felt backing, FleeceBack KEE PVC HP FRS Membrane, 115 mil thickness as manufactured by Carlisle Syntec Systems, Carlisle, PA Tel. (800) 479-6832.
- B. Existing Roofing Contractor: Independent Roofing Systems, Inc. 5090 McRaven Road, Jackson, MS 39204, Telephone (601) 922-4301 Fax (601) 922-8602.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system walkway rolls and vibration pads and repair work as required. Include plans, elevations, sections, details, and attachments to other work.

1.04 INFORMATIONAL SUBMITTALS

- A. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system warranty is still in effect.

1.05 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.06 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in single ply roofing Products with 10 years minimum experience.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install/repair manufacturer's product.
- C. Preinstallation Roofing Conference: Conduct conference at Project site.
- D. Manufacturer's Technical Representative:
  - 1. At start of roofing installation (as required) the manufacturer's technical representative shall verify that installer is complying with manufacture's written installation instructions.

2. Upon completion of the work, the roofing system shall be inspected by the manufacturer's technical representative to verify that the roofing system has been installed according to manufacturer's written installation instructions and details and that roofing work is approved for warranty certificate.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials with manufacturer's labels intact and legible.
- B. Upon receipt of materials, examine shipment for damage and completeness.
- C. Store roofing materials indoors, or on raised platforms covered with suitable waterproof protective covering. Sealants and adhesives shall be stored to maintain a minimum temperature of 45 degrees F.

1.08 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.
  1. Warranty Period: Remainder of 20 years warranty period.

PART 2 - PRODUCTS

2.01 KEE MEMBRANE ROOFING-REPAIR

- A. KEE Elvaloy® Sheet Roofing: FleeceBack KEE PVC HP FRS Membrane, 115 mil thickness as manufactured by Carlisle Syntec Systems. No substitutions will be allowed.

2.02 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement (if applicable), thickness, and color as KEE sheet membrane.
- C. Bonding Adhesive: Manufacturer's standard.
- D. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.
- F. Miscellaneous Accessories: Membrane manufacturer's standard accessories shall be used to form a complete roofing system. Only those accessories that are supplied or otherwise approved by membrane manufacturer are acceptable. Accessories include, but are not limited to, the following:
  1. Fasteners

2. Plates
3. Termination Bars
4. Trim and Flashing
5. Flashing adhesive
6. Coated Metal
7. Pre-Formed Flashings – boots for pipe penetrations, inside & outside corners
8. Pipe banding
9. Sealants
10. Walkway Pads
11. Vibration Pads.

#### 2.03 SUBSTRATE BOARDS

- A. Substrate Board: Equal to G-P Gypsum Corp. 1/4 inch thick Dens-Deck Roof Board. Securely attach to roof deck per manufacturer's recommendations.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to roof deck.

#### 2.04 ROOF INSULATION

- A. General Roof Insulation Requirements:
  1. Factory Mutual Class 1, I-90 Approved.
  2. Meet applicable code requirements.
  3. Approved by insulation manufacturer for use in fully adhered roofing installations of the nature specified herein.
  4. Compatible with membrane and adhesive.
  5. Board size and thickness shall be as listed in the most current Factory Mutual Approval Guide.
- B. Approved Insulation Type: Polyisocyanurate meeting the requirements of ASTM C1289, Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board. Tapered as indicated on Drawings.
- C. Mechanical Attachment: Per manufacturer's recommendations using fasteners and plates or insulation adhesive approved by roofing system manufacturer and appropriate for existing roof deck.

#### 2.05 VIBRATION PADS

- A. Equal to Big Foot® Systems "Vibromats" a durable mat that lays directly on the rooftop to protect it from potential damage from new ancillary equipment. Pad must be approved/accepted by Carlisle Syntec Systems.
  1. Contact Information: Mr. Robert Boesch, Telephone: (830) 225-3998; e-mail robert.boesch@bigfootsupport.com.

#### 2.06 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch thick, and acceptable to membrane roofing system manufacturer. Shall be Carlisle's Sure-Flex PVC Weldable Walkway Roll.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Inspect roof structure to verify deck is clean, dry and smooth with no excessive surface roughness, free of depressions, waves or projections.
- B. Verify lightning protection system, roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set, cant strips and reglets in place, and nailing strips located.
  - 1. Adjust curb height to provide minimum 8 inches above finished roof surface.
  - 2. Maintain lightning protection system.
- C. Installer shall examine substrate and conditions under which Work is to be performed and must notify Contractor and Project Engineer in writing of unsatisfactory conditions. Do not proceed with installation until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
  - 1. Fasten substrate board to deck to resist uplift pressure at corners, perimeter, and field of roof according to membrane roofing system manufacturers' written instructions.

3.03 INSTALLATION OF WOOD NAILERS AND BLOCKING

- A. Install using methods recommended by manufacturer in accordance with local building code.
- B. Nailers shall be anchored to resist a minimum force of 175 pounds per lineal foot in any direction.
  - 1. Fastener spacing shall be a maximum of 3 feet on center.
  - 2. Fasteners shall be installed within 6 inches of each end.
  - 3. Spacing and fastener embedment shall conform to Factory Mutual Loss Prevention Data Sheet 1-49.
  - 4. Stagger fasteners to provide stable anchorage.
- C. Thickness shall be as required to match substrate or insulation height, with a maximum allowable variance of plus or minus 1/4 inch.

3.04 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Insulation shall be neatly cut to fit snugly around penetrations and projections.
- D. Install tapered insulation under area of roofing to conform to slopes indicated.



- E. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- F. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
  - 1. Fasten insulation to resist uplift pressure at corners, perimeter, and .at penetrations.
- G. Adhered Insulation and Substrate Boards: Install each layer of insulation and secure to deck using adhesive specifically designed for securing specified board-type roof insulation to deck type.
  - 1. Urethane or Polyurethane:
    - a. Adhesive shall be applied only to properly prepared and pre-approved substrates, free of debris, dirt, grease, oil or moisture.
    - b. Minimum 70 deg F. product temperature at time of application.
    - c. Adhesives shall not be applied when surface or ambient temperatures are below 40 deg F. or above 110 deg. F.
    - d. Insulation shall be fully bonded to substrate with maximum board size of 4 feet by 4 feet.
    - e. Insulation shall be set into continuous 1/2 inch bead of adhesive at minimum rate of one linear foot of adhesive for every one squire foot of insulation board.
    - f. Adhesive rates are to be increased according to specific project requirements and manufacturer's design recommendations.
    - g. Place boards onto adhesive and walk on boards, spreading adhesive for maximum contact.
    - h. Second walking required after ten minutes to ensure maximum contact and bond strength.

### 3.05 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere membrane roofing over area to receive roofing and install according to membrane roofing system manufacturer's written instructions.
- B. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Bonding Adhesive: Apply to locations and at rate recommended by manufacturer and allow to partially dry before installing membrane roofing. Do not apply to splice area of membrane roofing.
- D. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeter of roofing.
- E. Apply membrane roofing with side laps shingled with slope of roof deck where possible.

- F. Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
  - 1. Test lap edges with probe to verify seam weld continuity.
  - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
  - 3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.

3.06 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.07 WALKWAY AND VIBRATION PAD INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions. Install walkway pads at locations of concentrated roof traffic, around roof top mechanical units and access points.
- B. Vibration Pads: Install vibration pads under new ancillary equipment. Adhere pads to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.08 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation/repair work on completion.
- B. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.

3.09 CLEANING AND PROTECTION

- A. Cleaning: Clean exposed surfaces, removing substances that may cause corrosion of metal or deterioration of the membrane.

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.

- B. Substitution requests WILL NOT be considered PRIOR to Contract Award. 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 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 23 63 13

AIR COOLED REFRIGERANT CONDENSERS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Manufactured units.
- B. Condenser coils.

1.02 SUMMARY

- A. These specifications describe the project requirements for the installation of two (2) Liebert air-cooled fin/tube condensers. These condensers will be connected to existing dual fuel Liebert indoor units.
- B. The condensers shall be designed to reject waste heat to outdoor air and to control refrigerant head pressure as outdoor ambient conditions change.
- C. The manufacturer shall design and furnish all equipment in the quantities and configurations describe within this specification.
- D. The contractor shall provide all additional materials and labor as described within this specification.
- E. Units shall be standard 60Hz units are CSA certified to the harmonized U. S. and Canadian product safety standard CSA C22.2 No 236/UL 1995 for "Heating and Cooling Equipment" and are marked with the CSA c-us logo.
- F. Each condenser model number shall be: Liebert DCDF308-A.

1.03 REFERENCE STANDARDS

- A. AHRI 210/240 - Standard for Performance Rating of Unitary Air-Conditioning and Air-Source Heat Pump Equipment; 2008, Including All Addenda.
- B. ASHRAE Std 15 - Safety Standard for Refrigeration Systems and Designation and Classification of Refrigerants ; 2019.
- C. ASHRAE Std 20 - Methods of Testing for Rating Remote Mechanical-Draft Air-Cooled Refrigerant Condensers; 2019.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2018.
- E. UL 207 - Standard for Refrigerant-Containing Components and Accessories, Nonelectrical; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. Product Data: Provide rated capacities, weights, accessories, electrical requirements, and wiring diagrams.
- B. Manufacturer's Instructions: Submit manufacturer's complete installation instructions.
- C. Operation and Maintenance Data: Include start-up instructions, maintenance instructions, parts lists, controls, and accessories.
- D. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. The specified system shall be factory-tested before shipment. Testing shall include, but shall not be limited to: Quality Control Checks, "Hi-Pot" Test (two times rated voltage plus 1000V, per NRTL agency requirements), and Metering Calibration Tests. The system shall be designed and manufactured according to world-class quality standards. The manufacturer shall be ISO 9001 certified.



1.06 DELIVERY, STORAGE, AND HANDLING

- A. Provide all equipment and rigging required for transporting from ground level to loading dock roof.
- B. Comply with manufacturer's installation instruction for rigging, unloading and transporting units.
- C. Protect units on site from physical damage. Protect coils.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Liebert. No substitutions allowed. Equipment shall be compatible with existing equipment.

2.02 PERFORMANCE REQUIREMENTS

- A. Electrical Characteristics: 460 volts, three phase, 60 Hz.

2.03 MANUFACTURED UNITS

- A. Provide packaged, factory assembled, pre-wired unit, suitable for outdoor use consisting of casing, condensing coil and fans, integral sub-cooling coil liquid accumulator.

2.04 CASING

- A. The condenser casing should be constructed of bright aluminum sheet and divided into individual fan sections by full width baffles.
- B. All structural support members should be galvanized steel construction.

2.05 CONDENSER COILS

- A. Coils: Aluminum fins mechanically bonded to seamless copper tubing. Provide sub-cooling circuits. Air test under water to 425 psig (2900 kPa), and vacuum dehydrate. Seal with holding charge of nitrogen.

2.06 FANS AND MOTORS

- A. Vertical discharge direct driven propeller type condenser fans with fan guard on discharge.
- B. Weatherproof motors suitable for outdoor use, single phase permanent split capacitor or 3 phase, with permanent lubricated ball bearings and built-in current and thermal overload protection.

2.07 CONTROLS

- A. Provide factory wired and mounted control panel, NEMA 250, containing fan motor starters, compressor interlock, and control transformer.
- B. Provide controls wiring and components required for both automatic and manual changeover from the standard operation of the indoor units (chilled water cooling) to emergency operation (refrigerant cooling).
- C. Provide with fan speed control.

2.08 REFRIGERANT PIPING

- A. Provide all refrigerant piping, valves, and accessories as required by manufacturer. Size refrigerant piping as required by manufacturer for equivalent lengths required by project.

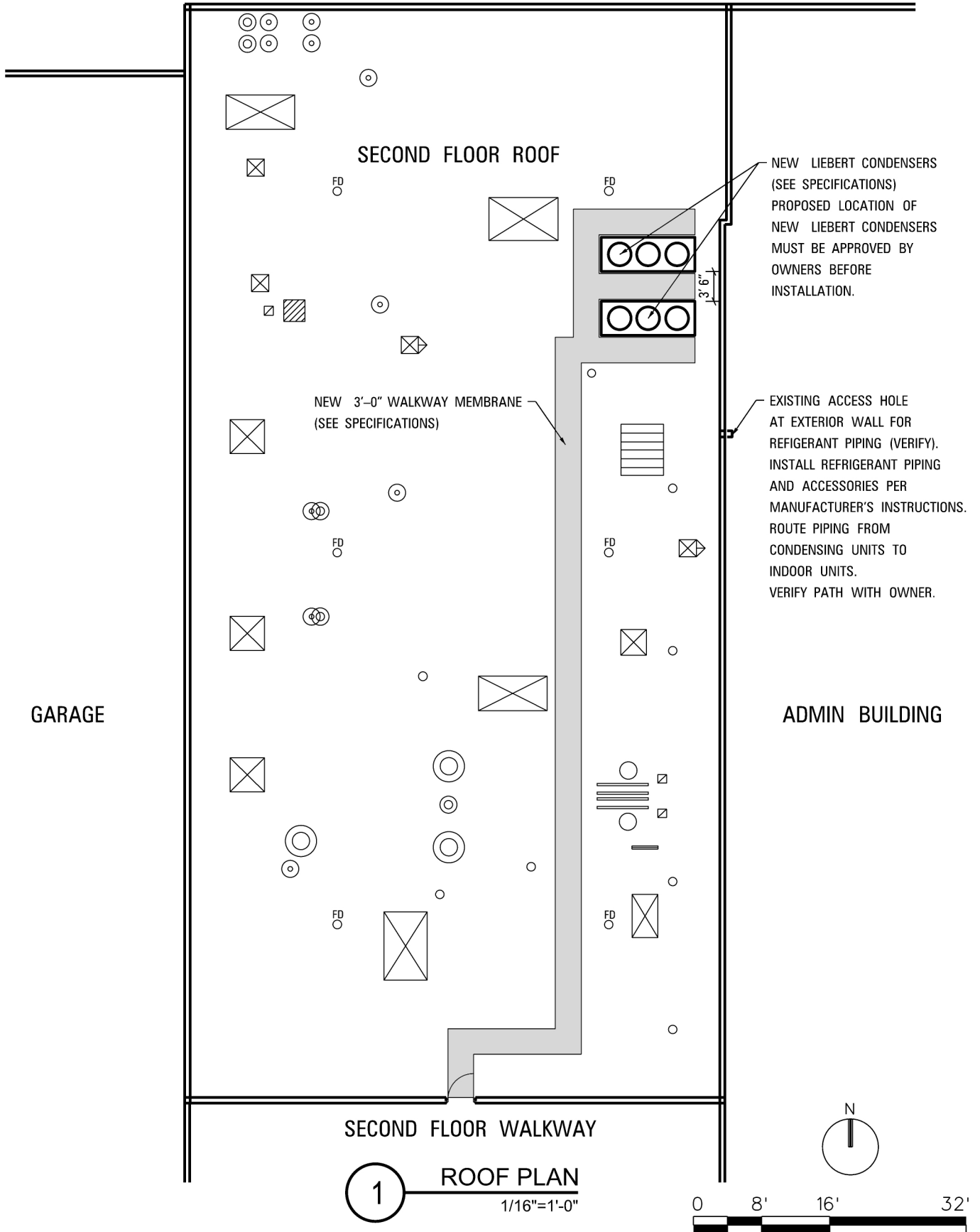
- B. Provide refrigerant type per manufacturer's requirements. Provide additional refrigerant to charge final system to manufacturer's requirements.
- C. Provide pipe hangers and supports in accordance with ASME B31.5 unless indicated otherwise.
- D. Copper Tube: ASTM B280, H58 hard drawn or O60 soft annealed.
  - 1. Fittings: ASME B16.22 wrought copper.
  - 2. Joints: Braze, AWS A5.8M/A5.8 BCuP silver/phosphorus/copper alloy.
- E. Copper Tube to 7/8 inch (22 mm) OD: ASTM B88 (ASTM B88M), Type K (A), annealed.
  - 1. Fittings: ASME B16.26 cast copper.
  - 2. Joints: Flared.
- F. Insulate refrigerant piping with 1 inch thick elastomeric insulation and cover insulation exposed to outdoors with aluminum jacketing.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide for connection to electrical service.
- C. Install all refrigerant piping and accessories per manufacturer's instructions. Provide all core drilling required to route piping from condensing units to indoor units.
- D. Provide connection to refrigeration piping system. Comply with ASHRAE Std 15.
- E. Provide system start-up & commissioning.
- F. Provide cooling season start-up, winter season shut-down service, for first year of operation.
- G. Shut-down system if initial start-up and testing takes place in winter and machines are to remain inoperative. Repeat start-up and testing operation at beginning of first cooling season.

END OF SECTION



SECOND FLOOR ROOF

NEW LIEBERT CONDENSERS  
(SEE SPECIFICATIONS)  
PROPOSED LOCATION OF  
NEW LIEBERT CONDENSERS  
MUST BE APPROVED BY  
OWNERS BEFORE  
INSTALLATION.

NEW 3'-0" WALKWAY MEMBRANE  
(SEE SPECIFICATIONS)

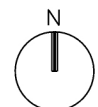
EXISTING ACCESS HOLE  
AT EXTERIOR WALL FOR  
REFRIGERANT PIPING (VERIFY).  
INSTALL REFRIGERANT PIPING  
AND ACCESSORIES PER  
MANUFACTURER'S INSTRUCTIONS.  
ROUTE PIPING FROM  
CONDENSING UNITS TO  
INDOOR UNITS.  
VERIFY PATH WITH OWNER.

GARAGE

ADMIN BUILDING

SECOND FLOOR WALKWAY

1 ROOF PLAN  
1/16"=1'-0"



**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 the Installation of Condensing Units on the MDOT Administration Building in Jackson, known as State Project No. BWO-9021-25(013) / 503341301 in Hinds County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
				<b>Building Items</b>	
0010	1520-A001		1	Lump Sum	Installation of Condensing Units

For Informational Purposes Only

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.					

For Informational Purposes Only

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-9021-25(013)/ 503341301000**

in **Hinds** \_\_\_\_\_ 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-9021-25(013)/ 503341301000

LOCATED IN THE COUNTY(IES) OF Hinds

STATE OF MISSISSIPPI,  
COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Contractor(s)

By \_\_\_\_\_

MISSISSIPPI TRANSPORTATION COMMISSION

Title \_\_\_\_\_

By \_\_\_\_\_

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

Executive Director

\_\_\_\_\_

\_\_\_\_\_

Secretary to the Commission

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

Revised 8/06/2003

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

CONTRACT BOND FOR: BWO-9021-25(013)/ 503341301000

LOCATED IN THE COUNTY(IES) OF: Hinds

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 the Installation of Condensing Units on the MDOT Administration Building in Jackson, known as State Project No. BWO-9021-25(013) / 503341301 in Hinds 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)

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

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

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

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

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

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

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