MDOT Use Only
Checked _____
Loaded _____
Keyed _____

SM No. CBWO6070230031

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

16
Renovation of Welcome Centers & Renovation of Hospitality Station, known as State Project Nos. BWO-6070-23(003) / 503755301, BWO-6197-55(004) / 503755302, BWO-7124-57(003) / 503755303 & BWO-7135-79(003) / 503755304 in Hancock, Pearl River, Pike & Wilkinson Counties.

Project Completion: 02/14/2025

(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

SECTION 900

OF THE CURRENT 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, April 23, 2024, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Renovation of Welcome Centers & Renovation of Hospitality Station, known as State Project Nos. BWO-6070-23(003) / 503755301, BWO-6197-55(004) / 503755302, BWO-7124-57(003) / 503755303 & BWO-7135-79(003) / 503755304 in Hancock, Pearl River, Pike & Wilkinson Counties.

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

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

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

Contractors may request permission to bid online at http://shop.mdot.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://shop.mdot.ms.gov at a cost of Ten Dollars ($10.00) per proposal plus a small convenience fee. Cash or checks will not be accepted as payment.

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

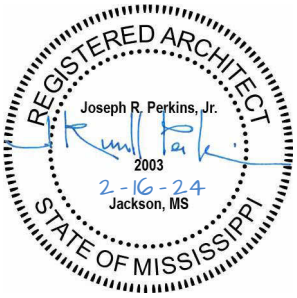
Bid bond, signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent, with Power of Attorney attached, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

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

BRAD WHITE
EXECUTIVE DIRECTOR

DOCUMENT 00 01 07 SEAL PAGE

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



ARCHITECTURAL

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PROJECT: SOUTHERN COMMISSION DISTRICT
WELCOME CENTER RENOVATIONS

PROJECT NUMBER: BWO-6070-23(003) / 503755-301000
BWO-6197-55(004) / 503755-302000
BWO-7124-57(003) / 503755/303000
BWO-7135-79(003) / 503755-304000

DATE: 3-05-2024

DESCRIPTION A: This Work shall consist of all construction work necessary in renovating the Welcome Center building located in Hancock County, Mississippi, Project No. BWO-6070-23(003) / 503755-301000, in accordance with these Specifications and conforming to the Drawings.

DESCRIPTION B: This Work shall consist of all construction work necessary in renovating the Welcome Center building located in Pearl River County, Mississippi, Project No. BWO-6197-55(004) / 503755-302000, in accordance with these Specifications and conforming to the Drawings.

DESCRIPTION C: This Work shall consist of all construction work necessary in renovating the Welcome Center building located in Pike County, Mississippi, Project No. BWO-7124-57(003) / 503755/303000, in accordance with these Specifications and conforming to the Drawings.

DESCRIPTION D: This Work shall consist of all construction work necessary in renovating the Hospitality Station building located in Wilkinson County, Mississippi, Project No. BWO-7135-79(003) / 503755-304000, in accordance with these Specifications and conforming to the Drawings.

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

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	INTRODUCTORY INFORMATION	
00 01 07	SEAL PAGE	1
00 01 10	TABLE OF CONTENTS	3
00 01 15	LIST OF DRAWING SHEETS	1
	BIDDING REQUIREMENTS	
00 21 13	INSTRUCTION TO BIDDERS	6

00 22 13	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	2
	CONTRACTING REQUIREMENTS	
00 72 00 1	GENERAL CONDITIONS	1
	AIA DOCUMENT A201™ - 2007 AMENDED	43
00 91 13	ADDENDA	1
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01 10 00	SUMMARY	5
01 25 00	SUBSTITUTION PROCEDURES	5
01 26 00	CONTRACT MODIFICATION PROCEDURES	2
01 29 00	PAYMENT PROCEDURES	5
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	2
01 32 33	PHOTOGRAPHIC DOCUMENTATION	2
01 33 00	SUBMITTAL PROCEDURES	8
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01 40 00	QUALITY REQUIREMENTS	9
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(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA)

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DOCUMENT 00 01 15 LIST OF DRAWING SHEETS

1.01 LIST OF DRAWINGS

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

WORKING NUMBER	SHEET NUMBER	DESCRIPTION
-----	1	TITLE SHEET
A101	2	HANCOCK CO. WELCOME CENTER BUILDING
A102	3	PEARL RIVER CO. WELCOME CENTER BUILDING
A103	4	PIKE CO. WELCOME CENTER BUILDING
A104	5	WILKINSON CO. WELCOME CENTER BUILDING

END OF DOCUMENT

DOCUMENT 00 21 13 INSTRUCTIONS TO BIDDERS

1.01 QUESTIONS

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 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.

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

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

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

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

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.

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).

Schedule a Site Visit: For Hancock and Pearl River, contact Mr. Cape Jones – District 6 Maintenance Engineer, Tel. Office: 601-544-6511, Cell: 601-310-8964, no later than 3-8-2024.

For Pike and Wilkinson, contact Mr. Matt Dugas – District 7 Maintenance Engineer, Tel Office: 601-249-5265, Cell: 601-810-1311, no later than 3-8-2024.

1.06 LAWS AND REGULATIONS

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

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

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

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

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

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

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.

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

Signature: The Proposal Form shall be signed, by any individual authorized to enter into a binding agreement for the Business making the bid proposal.

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.msboc.us/

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.msboc.us/

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

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

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

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 Bidder may NOT MODIFY the bid prior to the scheduled closing time indicated in the Advertisement for Bids:

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

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

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

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

1.21 ERRORS

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

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.

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

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

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

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.
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.msboc.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.

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.

Non-Resident Bidder

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

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 Mechanical, Plumbing, and/or Electrical Subcontractor is performed by the General Contractor, be sure the General has COR for said discipline.

Subcontractors' COR Number

1. Certificate of Responsibility
   ( ) 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

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:	Bradley Swain – Assist. Construction Engr.	(601) 359-7301
4.	Drawings:	Bradley Swain – Assist. Construction Engr.	(601) 359-7301

5. Bidder's List & Specimen Proposals are available online at:
   http://www.gomdot.com/Applications/BidSystem/Home.aspx

END OF DOCUMENT

DOCUMENT 00 22 13 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.01 INSTRUCTIONS TO BIDDERS

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

1.02 WORK IN PROXIMITY OF HIGH VOLTAGE POWER LINES

A. Contractor's Responsibility for Utility Property and Services: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 107 – Legal Relations and Responsibility to Public, Subsection 107.18 – Contractor's Responsibility for Utility Property and services.

1.03 PLANT PEST QUARANTINES INFORMATION

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

1.04 PROMPT PAYMENT

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

1.05 ALTERATIONS IN BIDDING PROCESS

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

1.06 CONTRACT TIME

A. Refer to Section 904 – Notice to Bidders (Contract Time) for completion of Contract. Construction Schedule: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 108 – Prosecution and Progress (as amended).

B. A Construction Schedule as described in Section 01 32 00-Construction Progress Documentation of these Specifications will be required for building construction.

1.07 SUBCONTRACTING

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

1. Building related Items, Materials, or Systems:
   a. Masonry Items
   b. Painting
   c. Thin-Set Tiling
   d. Plumbing Items
   e. Heating, Ventilating and Air Conditioning Items
   f. Security and Survellance Items
   g. Electrical Items

2. These items are not to be confused with Division 10 – Specialties of the Specifications.

END OF DOCUMENT

DOCUMENT 00 72 00 GENERAL CONDITIONS

1.01 DESCRIPTION.

A. The American Institute of Architects AIA DOCUMENT A201-2007, “General Conditions of the Contract for Construction”, 2007 Sixteenth Edition, Articles 1 through 15 inclusive, except as may be added to or modified herein, is hereby made a part of the Contract Documents. For brevity, AIA DOCUMENT A201-2007 is also referred to in the Contract documents as the “General Conditions”.

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

END OF DOCUMENT

AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
SOUTHERN COMMISSION DISTRICT
WELCOME CENTER RENOVATIONS

BWO-6070-23(003) / 503755-301000
BWO-6197-55(004) / 503755-302000
BWO-7124-57(003) / 503755-303000
BWO-7135-79(003) / 503755-304000

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

The Contract Documents include the Advertisement for Bids, Instructions to Bidders, Notice to Bidders, Proposal Form, sample forms and all portions of addenda issued prior to execution of the Contract.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

indicated results. In the event of a conflict between or among the Contract Documents, Contractor shall perform Work and obligations of the higher quality, larger quantity, greater expense, tighter schedule and more stringent requirements, unless otherwise directed in writing by the Owner.

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

§ 1.7 EXECUTION OF THE WORK

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

sequences or procedures without acceptance of changes proposed by the Contractor, the Owner and Professional shall be responsible for any resulting loss or damage.

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper

execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

work.

(Paragraph Deleted)

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

(Paragraph Deleted)

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 SUPPLEMENTAL AGREEMENT (CHANGE ORDERS)

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

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

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

§ 7.3 ADVANCE AUTHORITY (CONSTRUCTION CHANGE DIRECTIVES)

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

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

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

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

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

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

.4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

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

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

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

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

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

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

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

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

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

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay in the completion of the project. The delay must

be beyond the control and without the fault or negligence of the Contractor.

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

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

   Adverse Weather Table

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

(Paragraph Deleted)

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

fully completed and accepted shall be submitted by the Contractor to the Architect prior to agreement of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

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

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

§ 9.11 LIQUIDATED DAMAGES

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

(Paragraphs Deleted)

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

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR'S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

.1 GENERAL LIABILITY:

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

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage	$1,000,000.00	Aggregate
Bodily Injury & Property Damage	500,000.00	Per Occurrence

.3 AUTOMOBILE LIABILITY

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

.4 EXCESS LIABILITY:

(Umbrella on projects over $500,000) Bodily Injury & Property Damage (Combined Single Limit)	$1,000,000.00	Aggregate

.5 WORKERS' COMPENSATION:
(As required by Statute)

EMPLOYERS' LIABILITY		
Accident	$100,000.00	Per Occurrence
Disease	500,000.00	Policy Limit
Disease	100,000.00	Per Employee

.6 PROPERTY INSURANCE:

Builder's Risk Or	Equal to Value of Work
Installation Floater	Equal to Value of Work

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.5.

§ 11.3 PROPERTY INSURANCE

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

later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

(Paragraph Deleted)

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

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

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

(Paragraphs Deleted)

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any

applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER DATE OF COMPLETION

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

§ 12.2.2 AFTER DATE OFCOMPLETION

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

a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the laws of the State of Mississippi except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

.1 The Contractor shall anticipate delays in the progress of the Work, due to adverse weather, during the stipulated Contract Time in the amount of days published in recognized official data. If documented evidence (from recognized official data) indicates weather delays in excess of this amount, then the Contractor may be granted an Extension of Time for each Work Day, in excess of the normal days, in which the weather prevented work on the Project Site for fifty (50) percent or more of the Contractor's "Normal Work Day", but only if such prevented work was critical to the timely completion of the project.

.2 Contractor's "Normal Work Day" shall be defined on the basis of a five (5) Day Work Week. Example: If the "normal" (regular) schedule is a five (5) Day Work Week, meaning Monday through Friday, then a rain on Sunday (since not a scheduled Work Day) will not necessarily delay the Work of the Project. However, site conditions, as a result of the rain, could partially or fully prevent scheduled outside work on Monday (and thereafter) thereby making the Contractor eligible to apply for a Weather Delay Extension of Time on the basis of the conditions stated in the paragraph above.

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

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

§ 15.2 INITIAL DECISION

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

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a

response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

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

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

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

§ 15.5 ARBITRATION PROCEDURES FOR THE MISSISSIPPI TRANSPORTATION COMMISSION

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

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

such notice and shall be active parties in any subsequent dispute resolution.

(Paragraph Deleted)

§ 15.5.2 REQUESTS FOR ARBITRATION: Within thirty (30) days of a claim being rejected in writing by the Project Engineer, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Chief Engineer of the Mississippi Department of Transportation, P. O. Box 1850, Jackson, Mississippi 39215-1850. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred dollars ($200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

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

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

§ 15.5.5 AWARDS: Awards shall be made in

writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

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

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

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

DOCUMENT 00 91 13 ADDENDA

1.01 NOTICE TO BIDDERS

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

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

END OF DOCUMENT

SECTION 01 10 00 SUMMARY

PART 1 - GENERAL

WORK COVERED BY CONTRACT DOCUMENTS

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 Welcome Center Buildings located in Hancock, Pearl River, Pike, and Wilkinson Counties.

Time of Completion: The completion of this Work is to be on or before the time indicated on the Owner and Contractor Agreement.

Phasing of Work: The Hancock County Welcome Center renovation must be substantially completed before work can begin on other buildings. Obtain Project Engineer's written permission before proceeding with work on remaining buildings.

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 00 – Payment Procedures 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, COR, 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.

CONTRACTOR'S USE OF PREMISES

Confine operations at the site to areas permitted by:

12. Law
13. Ordinances
14. Permits
15. Contract Documents
16. Owner

Do not unreasonably encumber site with materials or equipment.

Do not load structure with weight that will endanger structure.

Assume full responsibility for protection and safekeeping of products stored on premises.

Move stored products which interfere with operations of MDOT or other Contractors.

Obtain and pay for use of additional storage of work areas needed for operations.

Limit use of site for work and storage to the area indicated on the Drawings.

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

OWNER FURNISHED PRODUCTS

Products that will be furnished and paid for by Owner (refer to attached list for quantities and description) are as follows:

17. Electric drinking fountains
18. New Chandeliers to replace existing
19. Petway Stations

20. Literature Racks

Owner's Responsibilities:

21. Arrange for and deliver necessary shop drawings, product data and Samples to Contractor.
22. Arrange and pay for product delivery to site, in accordance with Progress Schedule.
23. Deliver supplier's bill of materials to Contractor.
24. Inspect deliveries jointly with Contractor.
25. Submit claims for transportation damage.
26. Arrange for replacement of damaged, defective, and missing items.
27. Arrange for manufacturers' warranties, service, and inspections, as required.

Contractor's Responsibilities:

28. Review shop drawings, product data and Samples. Submit to Architect with notification of any discrepancies or problems anticipated in use of product.
29. Receive and unload products at site.
30. Promptly inspect products jointly with Owner; record shortages, damage, and defective items.
31. Handle products at site, including uncrating and storage.
32. Protect products from exposure to elements and from damage.
33. Assemble, install, connect, adjust, and finish products, as stipulated in respective specification section.
34. Repair or replace any items damaged by Contractor.

ACCESS TO SITE

General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

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.

COORDINATION WITH OCCUPANTS

Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

35. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
36. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.

37. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
38. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

WORK RESTRICTIONS

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

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

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.

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:

40. Notify Project Engineer not less than two days in advance of proposed utility interruptions.
41. Obtain Project Engineer’s written permission before proceeding with utility interruptions.

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.

42. Notify Project Engineer not less than two days in advance of proposed disruptive operations.
43. Obtain Project Engineer’s written permission before proceeding with disruptive operations.

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

SPECIFICATION AND DRAWING CONVENTIONS

Specification Format: The Specifications are organized into Groups, Subgroups, Divisions and Sections using CSI/CSC's "MasterFormat" 2004 Edition numbering system.

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:

44. 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.

45. 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.
46. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

Division 00 Contracting Requirements: General provisions of the Contract, including General Conditions (Modified), apply to all Sections of the Specifications.

Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

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:

47. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
48. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
49. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 25 00 SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 01 33 00 “Submittal Procedures” for submittal requirements.
2. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.02 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. 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.
   g. Cost information, including a proposal of change, if any, in the Contract Sum.
   h. 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.

i. 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.

1.03 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals. ONLY ONE REQUEST per product will be allowed.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Contractor has personally investigated proposed product or method, compared the product specified with the proposed substitution, and determined that it is equal or superior in all respects to that specified.
   c. Cost data is complete and includes all related costs under his Contract.
   d. Contractor waives all claims for additional costs related to substitution that consequently becomes apparent.
   e. Requested substitution will not adversely affect Contractor's construction schedule.
   f. Requested substitution has received necessary approvals of authorities having jurisdiction.
   g. Requested substitution is compatible with other portions of the Work.
   h. Requested substitution has been coordinated with other portions of the Work.
   i. Requested substitution provides specified warranty.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. ONLY ONE REQUEST per product will be allowed.

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

PART 3 - EXECUTION

3.01 SUBSTITUTION FORMS

A. Product Substitution Request Form and Contractor's Statement of Conformance are listed on following pages.

PRODUCT SUBSTITUTION REQUEST FORM

PROJECT:_____ PROJECT NO._____

OWNER: _____

CONTRACTOR:_____

ARCHITECT:_____

_____

CONTRACTOR'S REQUEST, WITH SUPPORTING DATA

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

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

[ ] Sample is attached

2. Itemized comparison of proposed substitution with product specified.

	ORIGINAL PRODUCT	SUBSTITUTION
Name, brand		
Catalog No.		
Manufacturer		

Significant variations: _____

Reason for Substitution:

_____

_____

3. Proposed change in Contract Sum:

Credit to Owner: $_____

Additional Cost to Owner: $_____

4. Effect of the proposed substitution on the Work:

Contract Time: _____

CONTRACTORS STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENTS

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

1. Believe that it is equal or superior in all respects to originally specified product, except as stated in 2. above;
2. Will provide same warranty as required in Contract Documents;
3. Have included all cost data and cost implications of proposed substitution; including, if required, costs to other contractors, and redesign and special inspection costs caused by use of proposed substitution;

4. Will coordinate incorporation of proposed substitution in the Work;
5. Will modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning;
6. Have verified that use of this substitution conforms to all applicable codes.
7. Waive future claims for added cost to Owner caused by proposed substitution.

CONTRACTOR_____DATE:_____
Signature

MDOT ARCHITECT'S REVIEW AND ACTION

___ Accepted

___ Not Accepted

___ Provide more information in the following categories and resubmit _____

___ Sign Contractor's Statement of Conformance and resubmit

___ Proposed substitution is accepted, with the following conditions:

_____

_____

Change Order (Supplemental Agreements) will make the following changes:

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

(Add to) (Deduct from) Contract Time: _____days

ARCHITECT:_____DATE_____

OWNER: _____DATE_____

___Accepted ___Not accepted

END OF SECTION

SECTION 01 26 00 CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 CHANGE ORDER (SUPPLEMENTAL AGREEMENT) PROCEDURES

A. Change Proposed by the Project Engineer: The Project Engineer may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor shall prepare and submit an estimate within 10 days.

B. Change Proposed by the Contractor: The Contractor may propose a change by submitting a request for change to the Project Engineer, describing the proposed change and it's full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document requested substitutions in accordance with Section 01 25 00 Substitution Procedures and Section 01 60 00 Product Requirements.

C. Contractor's Documentation:

1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
3. On request, provide additional data to support computations:
   a. Quantities of products, labor, and equipment.
   b. Taxes, insurance and bonds.
   c. Overhead and profit.
   d. Justification for change in Contract Time.
   e. Credit for deletions from Contract, similarly documented.
4. Support each claim for additional costs, and for work completed on a time and material basis, with additional information:
   a. Origin and date of claim.
   b. Dates and time work was performed and by whom.
   c. Time records and wage rates paid.
   d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

D. Construction Change Directive: The Project Engineer may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order (Supplemental Agreement). The document will describe changes in the Work, and will designate method of determining any

change in the Contract Sum or Contract Time. The change in Work will be promptly executed.

E. Format: The Project Engineer will prepare 5 originals of the Change Order (Supplemental Agreement) using the Mississippi Department of Transportation's Change Order (Supplemental Agreement) Form.

F. Types of Change Orders (Supplemental Agreements):

1. Stipulated Sum Change Orders: Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order (Supplemental Agreement) as approved by the Project Engineer and the MDOT Architect.
2. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order (Supplemental Agreement) will be executed on a fixed unit price basis. For unit costs or quantities of units of work, which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order (Supplemental Agreement).
3. Time and Material Change Order (Supplemental Agreement): Submit itemized account and supporting data after completion of change, within time limits indicated in the Standard Form of Agreement Between the Owner and the Contractor. The Project Engineer will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

G. Execution of Change Order (Supplemental Agreement): The Project Engineer will issue Change Orders (Supplemental Agreements) for signatures of parties as provided in the Standard Form of Agreement Between the Owner and the Contractor. Final execution of all Change Orders (Supplemental Agreements) requires approval by the Owner.

H. Correlation of Contractor Submittals: The Contractor shall promptly revise Schedule of Values and the Application for Payment forms to record each authorized Change Order (Supplemental Agreement) as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 00 PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

2. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.02 SCHEDULE OF VALUES

A. Scope: Submit electronic pdf copy of the Schedule of Values to the MDOT Architect, with a copy to the Project Engineer, at least 10 days prior to submitting first Application for Payment. Upon Project Engineer's request, support the values given with data substantiating their correctness. Payment for materials stored on site will be limited to those listed in Schedule of Unit Material Values (refer to Article 9 of the General Conditions, AIA Document A201™-2007 Amended 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 Architect and Mechanical / Electrical Consultants. One copy will be retained by MDOT Architectural Services Unit, 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.

4. Group line items to show subtotal of Description A, Description B, Description C, and then Description D with the same amounts indicated on the Bid Forms and a total equal to the Contract amount indicated on the Bid Form.

E. Preparing Schedule of Unit Material Values:

1. Submit separate schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: Cost of material, delivery and unloading site, and sales tax.

2. Make sure unit prices (if required) multiplied by quantities equal material cost of that item in Schedule of Values.

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

1.03 METHOD FOR PAYMENT

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

1.04 APPLICATIONS FOR PAYMENT

A. Format:

1. Applications for Payments will be prepared on AIA forms G702-Application and Certificate for payment and G703-Continuation Sheet; or, a computer generated form containing similar data may be used.

B. Preparation of Application:

1. Present required information in type written form.

2. Execute certification by signature of authorized officer.

3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.

4. List each authorized Change Order (Supplemental Agreement) as an extension on continuation sheet, listing Change Order (Supplemental Agreement) number and dollar amount as for an original Item of Work.

5. Prepare Application for Final Payment as specified in Section 01 77 00-Closeout Procedures.

C. Submittal Procedures:

1. Submit 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 one copy of the data with a cover letter for each submittal.

3. Indicate the Application number, date and line item number and description.

1.05 STATEMENTS AND PAYROLLS

A. The submission by the Contractor of the actual weekly payrolls showing all employees, hours worked, hourly rates, overtime hours, etc., or copies thereof, is not required to be turned in. However, each Contractor and Subcontractor shall preserve weekly payroll records for a period of three years from the date of Contract completion. All Contractor personnel working at the project site will be paid unconditionally and not less often than once a week without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations, the full amounts of wages and bona fide fringe benefits due at time of payment.

B. The payroll records shall contain the name, with an individually identifying number for each employee, classification, rate of pay, daily and weekly number of hours worked, itemized deductions and actual wages paid to each employee.

C. Upon request, the Contractor will make payroll records available at the project site for inspection by the Department Compliance Officer or authorized representative and will permit such officer or representative to interview employees on the job during working hours.

D. The Contractor and Subcontractors shall submit Form CAD-880, “Weekly Summary of Wage Rates”, each week to the Project Engineer. The forms may be obtained from the Contract Compliance Officer, Contract Administration Division, Mississippi Department of Transportation, Jackson, Mississippi. Custom forms, approved by Contract Administration Division, may be used in lieu of CAD forms.

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

1.06 BASIS OF PAYMENT

A. This Work will be paid for by Contract Sum. The Work includes renovations to the Welcome Center buildings in Hancock, Pearl River, Pike, and Wilkinson Counties. The Contract Sum shall be full compensation for furnishing all materials, and all other Work and effort of whatever nature in the renovation of the buildings, installation of specified 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-6070-23(003) / 503755-301000

   Hancock County Welcome Center — lump sum

2. Description B:

   MDOT Project No. BWO-6197-55(004) / 503755-302000

   Pearl River County Welcome Center — lump sum

3. Description C:

   MDOT Project No. BWO-7124-57(003) / 503755-303000

   Pike County Welcome Center lump sum

4. Description D:

   MDOT Project No. BWO-7135-79(003) / 503755-304000

   Wilkinson County Welcome Center 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. 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 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.

1.03 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 dairy 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.

1.04 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.

1.05 SUBCONTRACTOR'S DUTIES

A. General: 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.

1.06 REQUESTS FOR INFORMATION (RFI)

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.

1.07 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) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

5. Minutes: Record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Construction schedule updating reports.
3. Site condition reports.

1.02 SUBMITTALS

A. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit initial schedules to the Project Engineer / MDOT Architect within 15 days after date of Notice to Proceed.
2. Submit to the Project Engineer / MDOT Architect, periodically updated schedules accurately depicting progress to first day of each month.
3. Submit 2 copies, one to be retained by the Project Engineer and the other forwarded to the MDOT Architect.

B. Construction Schedule Updating Reports: Submit with Applications for Payment.

C. Site Condition Reports: Submit at time of discovery of differing conditions.

1.03 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1.04 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. 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.

D. 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.

1.05 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 2 - EXECUTION

2.01 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.

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.

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. Date photograph was taken.
   c. Description of vantage point, indicating location, direction (by compass point), and elevation of construction.

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.

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. .

C. Periodic Construction Photographs: Take photographs for each day that any substantial construction activity occurs at the job site. The purpose of the photographs is to document the installation of the work and verify that the work is being installed properly.

D. 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.

C. Related Requirements:
1. Section 01 25 00 “Substitution Procedures” and Section 01 60 00 “Product Requirements”, for requirements concerning products that will be acceptable on this Project.

1.02 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.

Acceptance of submittal items will not preclude rejection of these items upon discovery of defects in them prior to final acceptance of completed Work.

1.03 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

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

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
3. 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. 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) Specification Section number and title.

10) Specification paragraph number or drawing designation and generic name for each of multiple items.
11) Drawing number and detail references, as appropriate.
12) Transmittal number**,** numbered consecutively.
13) Submittal and transmittal distribution record.
14) Remarks.
15) Signature of transmitter.
16) 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 same information as for paper submittals..
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
a. Project name.
b. Number and title of appropriate Specification Section.
c. Manufacturer name.
d. Product name.

F. Options: Identify options requiring selection by MDOT Architect.

G. Deviations: Identify deviations from the Contract Documents on submittals.

H. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from MDOT Architect's action stamp.

I. Distribution of Submittals after Review:
1. Distribute copies of Shop Drawings and product data which carry MDOT Architect's / Consultant's stamp to: Project Engineer's File, Architectural Services Unit File, Architect's File (as required) / Electrical / Mechanical /

Structural Engineer's File (as required), Materials' File (if concrete), Contractor's File, Job Site File, and Subcontractor, Supplier and/or Fabricator as necessary.

2. Distribute samples / color charts as directed. The Project Engineer, MDOT Architect and Consultant (as required) shall retain one of each.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from MDOT Architect's action stamp.

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

PART 2 - PRODUCTS

2.01 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:
1. Submit electronic submittals for 81/2 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 four copies or one electronic pdf copy of each submittal with additional number of copies, if required, by Contractor for distribution. MDOT Architect will return three copies or electronic pdf copy of each, 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 dditional copies may be required for each type of submittal in remaining paragraphs below for projects with a construction manager or a commissioning authority.

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 four paper copies or one electronic pdf copy of each submittal with additional number of copies, if required, by Contractor for distribution. MDOT Architect will return three 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.
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.
   1. Submit product schedule in the following format:
      a. PDF Electronic pdf file
      b. Architect will return one copies.

G. 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.

H. 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.

I. 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.

J. 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.

K. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

L. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

M. 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.

N. 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.

O. 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.

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.

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. 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.

C. Notify the Project Engineer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents.

D. 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.

E. Contractor’s responsibility for errors and omissions in submittals is not relieved by MDOT Architect’s / Consultant’s review of submittals.

F. Do not order materials or begin Work requiring submittals until the return of submittals bearing MDOT Architect / Consultant’s stamp and initials indicating review.

3.02 MDOT ARCHITECT'S / CONSULTANTS’ ACTION

A. General: MDOT Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: MDOT Architect / Consultants will review with reasonable promptness, each submittal for design concept of Project and information given in Contract Documents, make marks to indicate corrections or revisions required, and return submittals to the Architectural Services Unit, which will retain one copy and forward one copy to the Project Engineer, one copy to the Materials Engineer (if concrete), and one (or the remainder (if paper submittal) to the Contractor. MDOT Architect / Consultants will stamp each submittal with an action stamp and will mark appropriately to indicate action. Consultants will retain one copy of reviewed submittals.

C. Informational Submittals: MDOT Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. MDOT Architect will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 01 35 16 ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Project coordination and assignment of the work of all Parties and the scheduling of all elements of alterations and renovation work by procedures and methods to expedite completion of the Work for each Part.

B. Work to be assigned, coordinated and scheduled includes, but is not limited to, the following:

1. Work of each Division and Section of the Specifications as shown on the Drawings and in the Specifications

2. Procedures and activities required under the provisions of this Section.

1.02 PROJECT COORDINATION

A. Definition: Project Coordination is the process utilized to guide all participants in the Project's construction and includes assigning, scheduling, expediting, reviewing, and modifying, as appropriate, the activities required to produce the total Work to the designated quality and within the assigned time.

B. Responsibility: Except otherwise provided by the Contract Documents, all Project Coordination shall be the entire responsibility of the Contractor. The Contractor shall set forth procedures and conditions for coordination of the Work and shall personally be responsible for the implementation of the required coordination which shall include the following:

1. Communications: Establish lines of authority and communication at the Job Site.

2. General Coordination: Closely coordinate all work of Project participants to effect quality construction and steady progress in all phases and aspects of the Work with a minimum of delays and interference.

3. Special Coordination Give additional careful attention to the work of the following:

a. Mechanical / Electrical Subcontractors and be responsible for the following:

1) Establishment of locations, clearances and precedence for all piping, conduit and ductwork (underground and above ceilings).
2) Submittal of Schematic Drawings giving location and clearance information for Architect / Engineer review.

4. Supervision: Supervise the activities of every phase of the Work of the Project. Make frequent inspections of the Work to determine progress and quality;

proceed immediately to remedy problems and to effect changes needed in the construction process and personnel.

5. Interpretation of Contract Documents:

   a. Consultation: Consult with MDOT Architect to obtain interpretations.

   b. Assistance: Assist in resolution of questions.

   c. Stop work not in accordance with the requirements of the Contract Documents.

6. Division 01: Coordinate requirements of Division 01 and specifically as follows:

   a. Temporary Facilities and Controls: Allocate, maintain and monitor all temporary facilities. Refer to Section 01 50 00.

   b. Cutting and Patching: Supervise and control all cutting and patching. Refer to Section 01 73 00 - Execution.

   c. Cleaning: Direct and execute a continuing cleaning program throughout the construction, requiring each trade to dispose of their own debris, except as otherwise provided in the Contract Documents. Refer to Section 01 74 19.

   d. 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. MDOT will provide the following inspections, sampling and testing at no cost to the Contractor:

1. Section 03 20 00 “Concrete Reinforcing”.
2. Section 03 30 00 “Cast-In-Place Concrete”.
3. Section 31 23 11 “Excavation, Fill and Grading for Building”.

D. The Contractor shall provide and pay for all other 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. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

D. 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.

E. 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.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. 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).

J. 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.

   Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Project Engineer, MDOT Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Project Engineer.
2. Notify Project Engineer and MDOT Architect three days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Project Engineer's and MDOT Architect's approval of mockups before starting work, fabrication, or construction.
   a. Allow ten days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

L. Tolerances:

1. Walls: Finished wall surfaces shall be plumb and shall have a maximum variation of 1/8 inch in 8 feet when a straightedge is laid on the surface in any direction, and no measurable variation in any 2-foot direction.
2. Ceilings: Finished ceiling surfaces shall present true, level, and plane surfaces, with a maximum variation of 1/8 inch in 8 feet when a straightedge and water level are laid on the surface in any direction and no measurable variation in any 2-foot direction.
3. Concrete Floors: Tolerances for concrete floors and pavement are specified in Division 03.
4. Finished Floors: Level to within plus or minus 1/8 inch in 10 feet for hardwood and resilient floor coverings.

M. Protection of Wood:

1. Provide protection of all wood materials and products, whether or not installed, including erected and installed wood framing and sheathing, from water and moisture of any kind until completion and acceptance of the project.
2. Keep informed of weather conditions and forecasts, and when there is a likelihood of rain, shall protect installed and exposed framing and sheathing and stored lumber exposed to the elements with suitable water-repellent coverings, such as canvas tarpaulins and polyethylene sheeting.
3. Millwork and trim, paneling, cabinets, shelving, and products manufactured from wood shall be kept under cover and dry at the shop until time for delivery. Such materials shall not be delivered to the site until the building is roofed, and exterior walls are sheathed and protected with building paper as a minimum, the doors and windows are installed and glazed, and there is ample interior storage space for such materials and products. Delivery shall not occur during periods of rain, heavy dew, or fog.

4. Wood materials or products which become wet from rain, dew, fog, or other source may be considered to have moisture damage and may be rejected, requiring replacement by the Contractor with new, dry materials or products at no increase in the Contract Price. Excepted materials: installed exterior wood siding, exterior wood trim, exterior wood doors, and exterior wood windows, after specified treatments, such as exterior wood stain or paint, have been applied.

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

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

1.07 QUALITY CONTROL

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

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

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

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

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

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports. The manufacturer shall inspect and approve the application or installation work at no additional cost to Contractor or the Owner..

1. The Contractor shall make all necessary arrangements with the manufacturer of the products to be installed to provide onsite consultation and inspection services to assure the correct application or installation of the product, system, or assembly.
2. The manufacturer’s authorized representative shall be present at the time any phase of this work is started.
3. The manufacturer’s authorized representative shall inspect and approve all surfaces over which, or upon which the manufacturer’s product will be applied or installed.
4. The manufacturer’s representative shall make periodic visits to the site as the work proceeds as necessary for consultation and for expediting the work in the most practical manner.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Project Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Project Engineer, MDOT Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

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 Project Engineer/MDOT 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 the following list. Abbreviations and acronyms not included in this list 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." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

AABC	Associated Air Balance Council; www.aabc.com.
AAMA	American Architectural Manufacturers Association; www.aamanet.org.
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org.
ACI	American Concrete Institute (Formerly: ACI International); www.concrete.org
ACPA	American Concrete Pipe Association; www.concrete-pipe.org.
AEIC	Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
AGA	American Gas Association; www.aga.org.
AHAM	Association of Home Appliance Manufacturers; www.aham.org.
AHRI	Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
AI	Asphalt Institute; www.asphaltinstitute.org.
AIA	American Institute of Architects (The); www.aia.org.
AISC	American Institute of Steel Construction; www.aisc.org.
AISI	American Iron and Steel Institute; www.steel.org.
AMCA	Air Movement and Control Association International, Inc.; www.amca.org.
ANSI	American National Standards Institute; www.ansi.org.
AOSA	Association of Official Seed Analysts, Inc.; www.aosaseed.com.
APA	APA - The Engineered Wood Association; www.apawood.org.
APA	Architectural Precast Association; www.archprecast.org.
API	American Petroleum Institute; www.api.org.
ARI	Air-Conditioning & Refrigeration Institute (See AHRI)
ARI	American Refrigeration Institute (See AHRI)
ARMA	Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
ASCE	American Society of Civil Engineers; www.asce.org.
ASCE/SEI	American Society of Civil Engineers / Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
ASME	ASME International (American Society of Mechanical Engineers); www.asme.org.
ASSE	American Society of Sanitary Engineering; www.asse.org.
ASTM	ASTM International (American Society for Testing and Materials International); www.astm.org.
AWI	Architectural Woodwork Institute; www.awinet.org.
AWPA	American Wood Protection Association (Formerly: American Wood-Preservers' Association); www.awpa.com.
AWS	American Welding Society; www.aws.org.
AWWA	American Water Works Association; www.awwa.org.
BHMA	Builders Hardware Manufacturers Association; www.buildershardware.com.
BIA	Brick Industry Association (The); www.gobrick.com.

CFSEI	Cold-Formed Steel Engineers Institute; www.cfsei.org.
CGA	Compressed Gas Association; www.cganet.com.
CISCA	Ceilings & Interior Systems Construction Association; www.cisca.org.
CLFMI	Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
CRI	Carpet and Rug Institute (The); www.carpet-rug.org.
CRRC	Cool Roof Rating Council; www.coolroofs.org
CRSI	Concrete Reinforcing Steel Institute; www.crsi.org.
CSA	CSA International (Formerly: IAS - International Approval Services); www.csa-international.org
CSI	Construction Specifications Institute (The); www.csinet.org.
DASMA	Door and Access Systems Manufacturers Association; www.dasma.com.
DHI	Door and Hardware Institute; www.dhi.org.
ECA	Electronic Components Association; (See ECIA).
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org. ;
FM Approvals	FM Approvals LLC; www.fmglobal.com.
FM Global	FM Global (Formerly: FMG - FM Global); www.fmglobal.com.
GA	Gypsum Association; www.gypsum.org.
GANA	Glass Association of North America; www.glasswebsite.com.
HMMA	Hollow Metal Manufacturers Association (See NAAMM)
HPVA	Hardwood Plywood & Veneer Association; www.hpva.org.
ICBO	International Conference of Building Officials (See ICC)
ICC	International Code Council; www.iccsafe.org.
ICRI	International Concrete Repair Institute, Inc.; www.icri.org.
IES	Illuminating Engineering Society (Formerly: Illuminating Engineering Society of North America); www.ies.org.
IGMA	Insulating Glass Manufacturers Alliance; www.igmaonline.org.
IGSHPA	International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
ISO	International Organization for Standardization; www.iso.org.
ISSFA	International Solid Surface Fabricators Association (See ISFA)
LPI	Lightning Protection Institute; www.lightning.org.
MBMA	Metal Building Manufacturers Association; www.mbma.com.
MCA	Metal Construction Association; www.metalconstruction.org.
MFMA	Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
MIA	Marble Institute of America; www.marble-institute.com.
MMPA	Moulding & Millwork Producers Association (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
MPI	Master Painters Institute; www.paintinfo.com.
NAIMA	North American Insulation Manufacturers Association; www.naima.org.
NCMA	National Concrete Masonry Association; www.ncma.org.
NEBB	National Environmental Balancing Bureau; www.nebb.org.
NECA	National Electrical Contractors Association; www.necanet.org.
NEMA	National Electrical Manufacturers Association; www.nema.org.
NETA	InterNational Electrical Testing Association; www.netaworld.org.
NFPA	NFPA (National Fire Protection Association); www.nfpa.org.
NFRC	National Fenestration Rating Council; www.nfrc.org.
NHLA	National Hardwood Lumber Association; www.nhla.com.
NLGA	National Lumber Grades Authority; www.nlga.org.
NSPE	National Society of Professional Engineers; www.nspe.org.

NSSGA	National Stone, Sand & Gravel Association; www.nssga.org.
NTMA	National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
NWFA	National Wood Flooring Association; www.nwfa.org.
PCI	Precast / Prestressed Concrete Institute; www.pci.org.
PDI	Plumbing & Drainage Institute; www.pdionline.org.
RFCI	Resilient Floor Covering Institute; www.rfci.com
SDI	Steel Deck Institute; www.sdi.org.
SDI	Steel Door Institute; www.steeldoor.org.
SEFA	Scientific Equipment and Furniture Association; www.sefalabs.com.
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SJI	Steel Joist Institute; www.steeljoist.org.
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
SPFA	Spray Polyurethane Foam Alliance; www.sprayfoam.org.
SPIB	Southern Pine Inspection Bureau; www.spib.org.
SPRI	Single Ply Roofing Industry; www.spri.org.
SRCC	Solar Rating and Certification Corporation; www.solar-rating.org.
SSINA	Specialty Steel Industry of North America; www.ssina.com.
SSPC	SSPC: The Society for Protective Coatings; www.sspc.org.
SWPA	Submersible Wastewater Pump Association; www.swpa.org.
TCNA	Tile Council of North America, Inc.; www.tileusa.com.
TIA	Telecommunications Industry Association (Formerly: TIA/EIA – Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
TMS	The Masonry Society; www.masonrysociety.org.
TPI	Truss Plate Institute; www.tpinst.org.
TPI	Turfgrass Producers International; www.turfgrasssod.org.
UL	Underwriters Laboratories Inc.; http://www.ul.com.
WCMA	Window Covering Manufacturers Association; www.wcmanet.org.
WDMA	Window & Door Manufacturers Association; www.wdma.com.
WWPA	Western Wood Products Association; www.wwpa.org.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

DIN	Deutsches Institut fur Normung e.V.; www.din.de.
IAPMO	International Association of Plumbing and Mechanical Officials; www.iapmo.org.
ICC	International Code Council; www.iccsafe.org.
ICC-ES	ICC Evaluation Service, LLC; www.icc-es.org.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

COE	Army Corps of Engineerswww.usace.army.mil. ;
CPSC	Consumer Product Safety Commission; www.cpsc.gov.

DOC	Department of Commerce National Institute of Standards and Technology; www.nist.gov.
DOE	Department of Energy; www.energy.gov.
EPA	Environmental Protection Agency; www.epa.gov.
FG	Federal Government Publications; www.gpo.gov/fdsys.
GSA	General Services Administration; www.gsa.gov.
HUD	Department of Housing and Urban Development; www.hud.gov.
LBL	Lawrence Berkeley National Laboratory Environmental Energy Technologies Division; www.eetd.lbl.gov.
OSHA	Occupational Safety & Health Administration; www.osha.gov.
TRB	Transportation Research Board; National Cooperative Highway Research Program; www.trb.org.
USDA	Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
USDA	Department of Agriculture; Rural Utilities Service; www.usda.gov.
USPS	United States Postal Service; www.usps.com.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

CFR	Code of Federal Regulations; ; Available from Government Printing Office; www.gpo.gov/fdsys.
DOD	Department of Defense; Military Specifications and Standards Available from Department of Defense Single Stock Point; www.quicksearch.dla.mil.
FED-STD	Federal Standard (See FS)
FS	Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil. Available from Defense Standardization Program; www.dsp.dla.mil Available from General Services Administration; www.gsa.gov. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
MILSPEC	Military Specification and Standards (See DOD)
USAB	United States Access Board; www.access-board.gov.
USATBCB	U.S. Architectural & Transportation Barriers Compliance Board (See USAB)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes establishment and use of each temporary facilities at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need for temporary 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. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

C. 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 cement, lime, and / or other materials subject to water damage. If storage facilities are used, it shall be of sufficient size to hold all materials required for logically grouped activities on the site at one time, and shall have floors raised at least 6 inches above the ground on heavy joists or sleepers. Fully enclosed trailer is allowed, but location must be coordinated with Project Engineer.

C. Temporary Office Facilities for Tourism Staff:

1. The Contractor shall be responsible for providing portable structure for the exclusive use as temporary office facilities for tourism staff.
2. Suitable substantial, and watertight temporary structure shall be provided in location on the site as directed by the Project Engineer, or his authorized representative, maintained, and removed from the site at Project completion.

2.03 EQUIPMENT

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

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units are prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 01 77 00 "Closeout Procedures".

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 or private system indicated as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Date of Completion, restore these facilities to condition existing before initial use.

E. Sanitary Facilities for the Public:

1. The Contractor shall be responsible for providing portable structure for the exclusive use as temporary toilet facilities for the Public.
2. Suitable, substantial, and watertight temporary structure shall be provided in location on the site as directed by the Project Engineer, or his authorized representative, maintained, and removed from the site at Project completion.

F. Sanitary Facilities for workmen: 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.

G. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

H. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

I. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Install electric power service overhead unless otherwise indicated.
2. Connect temporary service to Owner's existing power source, as directed by Owner.

J. 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.

K. 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. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

E. Project Signs: Unauthorized signs are not permitted.

F. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."

G. 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.

H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

I. 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.

J. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

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. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

1. Provide pumps as required to keep the excavation free from standing water and shall slope the excavation to prevent water from running toward existing buildings at all times.

F. 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.

G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

K. 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.

1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

L. 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.

M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.05 MOISTURE AND MOLD CONTROL

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

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Discard or replace water-damaged and wet material.
4. Discard, replace, or clean stored or installed material that begins to grow mold.
5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.

2. Remove materials that cannot be completely restored to their manufactured moisture level within 72 hours.

3.06 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Burning of Trash: No burning of trash or debris shall be done on Owner's property. All such materials shall be removed from the site and disposed of in accordance with local laws and ordinances.

C. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Date of Completion.

E. 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.

F. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Final Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor.
2. At Final Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION

SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements: Section 01 25 00 "Substitution Procedures" for requests for substitutions.

1.02 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.03 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. MDOT Architect's Action: If necessary, MDOT Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. MDOT Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or ten days of receipt of additional information or documentation, whichever is later.
   a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."

b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.04 QUALITY ASSURANCE

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

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.06 PRODUCT WARRANTIES

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

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

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

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

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

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

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

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

B. Product Selection Procedures:

1. Products specified only by reference standards, select any product meeting standards by any manufacturer.
2. Products specified by naming several (minimum of three) products or manufacturers, select any product and manufacturer named. Contractor must submit request, as required for substitution, for any product not specifically named and GIVE REASONS for not using product specified. Substitutions WILL NOT be granted unless reasons are considered justified.
3. Products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or approved equal" after specified

product, Contractor must submit request, as required for substitution, for any product not specifically named.

4. Products specified by naming only one product and manufacturer, an equivalent product will always be accepted if it is equal in all respects (size, shape, texture, color, etc.). The Contractor must submit a request for substitution as set forth in this section.
5. Products specified by naming only one product and manufacturer and stating no substitutions will be accepted, there is no option and no substitutions will be allowed.

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

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

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

2.02 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, 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. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-provided products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.
9. 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 INFORMATIONAL SUBMITTALS

A. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.

B. Certified Surveys: Submit three copies signed by land surveyor or professional engineer.

1.03 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. 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. General: Comply with requirements specified in other Sections.

B. 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. Use materials that are not considered hazardous.

C. 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 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

A. Existing Utility Information: Furnish information to local utility and the Project Engineer that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

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

3.03 CONSTRUCTION LAYOUT

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

B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Project Engineer and MDOT Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Project Engineer and MDOT Architect.

3.04 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

3.05 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Final Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Project Engineer. Mounting heights shall comply with ADA and OSHA requirements.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.06 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. 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. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. 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.
6. Proceed with patching after construction operations requiring cutting are complete.

G. 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.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.07 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 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.

3.08 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"

3.09 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. Salvaging nonhazardous demolition waste.
2. Recycling nonhazardous construction waste.
3. 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. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.03 ACTION SUBMITTALS

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

1.04 INFORMATIONAL SUBMITTALS

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

1.05 QUALITY ASSURANCE

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

1.06 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

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. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
3. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
4. 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. 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 DEMOLITION WASTE

A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.

B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

1. Pulverize concrete to maximum 1-1/2-inch size.

C. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.

1. Pulverize masonry to maximum 1-1/2-inch size.
2. Clean and stack undamaged, whole masonry units on wood pallets.

D. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

E. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.

2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

F. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.

G. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

H. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.

I. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.

J. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.

1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

K. Carpet Tile: Remove debris, trash, and adhesive.

1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

L. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

M. Conduit: Reduce conduit to straight lengths and store by type and size.

3.04 RECYCLING CONSTRUCTION WASTE

A. Packaging:

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

B. 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.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.05 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Final completion procedures.
2. Warranties.
3. Final cleaning.
4. Repair of the Work.

B. Related Requirements:

1. Section 01 32 33 "Photographic Documentation" for submitting final completion construction photographic documentation.
2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
4. Section 01 79 00 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.02 FINAL INSPECTIONS

A. Engineer and Architect's Inspection: The Contractor shall make written request for a Final Inspection to the Project Engineer and MDOT Architect. Notice is to be given 10 calendar days prior to this inspection. At the day of inspection, the Contractor shall have in hand 6 copies of the HVAC Test and Balance Report, Reference Specification Sections in Division 23 and 6 copies of a list prepared by the Contractor of deficiencies, which will be edited by the Project Engineer, MDOT Architect and Consultants. A copy of these composite lists will be given to the Contractor for correcting the Work. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed. If, in the Project Engineer and MDOT Architect’s judgment, the Project is not ready for an Inspection, the Project Engineer may schedule another inspection.

B. Owner’s Inspection: After the Project Engineer and MDOT Architect have determined the Project to be Complete and all punch list items have been corrected, an Owner's Inspection will be scheduled. The Contractor shall submit a letter that states all items have been corrected and submit required closeout Documents. The Owners may add to the punch list items; if it is determined that corrective work still needs to be done. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed.

C. Correction of Work before Final Payment: Contractor shall promptly remove from the Owner's premises, all materials condemned for failure to conform to the Contract, whether incorporated in Work or not, and Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract.

Failure to remedy such defects after 10 days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor or charged to the Contractor in the event no payment is due.

D. Should additional inspections by the MDOT Architect's Consultants of the Work be required due to failure of the Contractor to remedy defects listed, the Project Engineer may deduct the expense of additional Consultants inspections from the Contract Sum in the Owner / Contractor Agreement. The additional expense will be based on the rate shown for services in the Consultants' Architect or Engineering Services Contract.

1.03 FINAL ACCEPTANCE

A. The Mississippi Department of Transportation does not recognize the term "Substantial Completion". The Project Engineer shall determine when the building is complete to the point it can be used for its intended purpose and occupied. This date shall be the Date of Completion.

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

1.04 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: All Warranties and Extended Warranties shall use this Date of Completion as the starting date of Warranty Period.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.05 CLOSEOUT DOCUMENTS

A. Unless otherwise notified, the Contractor shall submit to the Owner through the Project Engineer to the MDOT Architect 2 copies the following before final payment is made:

1. Request for Final Payment: AIA Document G702, current edition, completed in full or a computer generated form having similar data.

2. Contractor's Affidavit of Payment of Debts and Claims: AIA Document G706, current edition, completed in full.
3. Release of Liens and Certification that all Bills Have Been Paid: AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this project have been paid and that the Owner is released from any and all claims and / or damages.
4. Consent of Surety Company to Final Payment: AIA Document G707, current edition, completed in full by the Bonding Company.
5. Power of Attorney: Closeout Documents should be accompanied by an appropriate Power of Attorney.
6. Guarantee of Work: Sworn statement that all Work is asbestos free and guaranteed against defects in materials and workmanship for one year from Date of Completion, except where specified for longer periods.
    a. Word the guaranty as follows: "We hereby guarantee all Work performed by us on the above captioned Project to be free from asbestos and defective materials. We also guarantee workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work".
    b. All guarantees and warranties shall be obtained in the Owner's name.
    c. Within the guaranty period, if repairs or changes are requested in connection with guaranteed Work which, in the opinion of the Owner, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed Work, correct all defects wherein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and make good any Work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.
    d. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his sureties shall be liable for all expense incurred.
    e. All special guaranties applicable to definite parts of the Work stipulated in the Project Manual or other papers forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.
7. Project Record Documents: Furnish all other record documents as set forth in Section 01 78 39 - Project Record Documents.
    a. Provide all certificates, warranties, guarantees, bonds, or documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.
8. Additional Documents Specified Within the Project Manual:
    a. General Provide all Operational and Maintenance documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.
    b. Maintenance Stock: Deliver to Owner all required additional maintenance materials as required in the various Sections of the Specifications.

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 - EXECUTION

3.01 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting Engineer and Architect final inspection.
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
   f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   h. Sweep concrete floors broom clean in unoccupied spaces.
   i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
   j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
   k. Remove labels that are not permanent.
   l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
p. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

3.02 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting Final Inspection.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

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

END OF SECTION

SECTION 01 78 23 OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

1.02 CLOSEOUT SUBMITTALS

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

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

B. Format: Submit operations and maintenance manuals in the following format:

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

C. Manual Submittal: Submit each manual in final form prior to requesting Final Inspection and at least 15 days before commencing demonstration and training. MDOT Architect will return one copy with comments.

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

PART 2 - PRODUCTS

2.01 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.

B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

C. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. 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.
   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.
   Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 01 Section 01 78 39 "Project Record Documents."

F. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 01 78 39 PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Project Manual (Proposal)
3. Record Product Data.

B. Related Requirements:

1. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.02 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of record Drawings as follows:
   a. Submittal:
      1) Submit PDF electronic files of scanned record prints and two set(s) of marked-up record prints.
      2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Project Manual (Proposal): Submit two paper copies and one annotated PDF electronic files of Project Manual (Proposal), including addenda and Contract modifications.

C. Record Product Data: Submit two paper copies and one annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS

A. Record Prints: Maintain two sets of marked-up paper copies of the Contract Drawings (half-size) and Shop Drawings, incorporating new and revised Drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it.
c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order (Supplemental Agreements) numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Final Completion review marked-up record prints with Project Engineer and MDOT Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Annotated PDF electronic file.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Project Engineer and MDOT Architect for resolution.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Consulting Architect (if applicable).
   e. Name of Contractor.

2.02 RECORD PROJECT MANUAL (PROPOSAL)

A. Preparation: Mark Project Manual (Proposal) to indicate the actual product installation where installation varies from that indicated in the Technical Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders (Supplemental Agreements), record Product Data, and record Drawings where applicable.

B. Format: Submit record Project Manual (Proposal) as scanned PDF electronic file(s) of marked-up paper copy of Project Manual (Proposal).

2.03 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders (Supplemental Agreements), record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as scanned PDF electronic file(s) of marked-up paper copy of Product Data.

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Project Engineer’s and MDOT Architect’s reference during normal working hours.

C. The information, except Contract Drawings, shall be arranged and labeled by corresponding Specification Section, neatly bound in three ring binders, indexed, and all shop drawings readable without being removed or unstapled.

D. The name and address of each subcontractor and material supplier shall be listed in front of each binder along with the Project Manual (Proposal).

E. Sufficient information, such as as-built control drawings for air handling system and variable drive controls, shall be furnished to allow qualified personnel to service equipment.

END OF SECTION

SECTION 01 79 00 DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

1.02 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.03 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals.

1.04 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to demonstration and training.

1.05 COORDINATION

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

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

PART 2 - PRODUCTS

2.01 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.
2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project record documents.
   e. Identification systems.
   f. Warranties and bonds.
   g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
   a. Startup procedures.

b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

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

PART 3 - EXECUTION

3.01 PREPARATION

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

3.02 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner**,** through Project Engineer, with at least seven days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

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

3.03 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Project Engineer and MDOT Architect.

C. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed.

D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION

SECTION 07 92 00 JOINT SEALANTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

Preparation of substrate surfaces to receive materials.

Sealant and joint backing (backer rod) materials and installation in the following general locations (even though not shown on the Drawings):

1. Exterior and interior wall joints, including control / expansion joints and abutting like or similar materials (in walls, ceilings, and roof construction) that have spaces between in excess of 3/16 inch (except where less restrictive tolerances are indicated or where the condition is specifically the responsibility of others).
2. Abutting dissimilar materials, exterior and interior.
3. Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.
4. Exterior and interior wall openings (including at perimeter doors, exterior thresholds, windows, louvers, and penetrations required by piping, ducts, and other service and equipment, except for sealants provided by Section 07 84 00-Firestopping).
5. Joints in pavement and walks.
6. Other locations, not included above but specifically required by manufacturers of installed materials / products (except that sealing materials for glazing are under provision of other Section.)

Accessories: Including, but not limited to, primer, cleaner, backer rod, bond breaker, and masking tape.

1.02 RELATED SECTIONS

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

1.03 DEFINITIONS

Whenever the words "caulk" or "seal" occur, they shall be interpreted to mean "effectively seal the indicated joint with a material to render it air and watertight." "Caulk" shall indicate the use of the interior materials specified hereinafter and "Seal" shall indicate the use of the exterior materials.

1.04 PRECONSTRUCTION TESTING

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

1.05 WORK OF OTHER SECTIONS

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

1.06 ACTION SUBMITTALS

Product Data: Submit manufacturer's product data and installation instructions for each type of sealant required. Product data shall include chemical characteristics, limitations, and color availability.

Samples: For each kind and color of joint sealant required.

Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.07 INFORMATIONAL SUBMITTALS

Manufacturer’s Certificate.

Applicator’s experience documentation.

Product test reports.

Preconstruction field-adhesion test reports.

Field-adhesion test reports.

Warranties.

1.08 QUALITY ASSURANCE

Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

Manufacturer's Certificate: Provide manufacturer's letter of certification that products meet or exceed specified requirements and are appropriate for uses indicated.

Applicator: Company specializing in the work of this Section with minimum 3 years documented satisfactory experience.

Preinstallation Conference: Conduct conference at Project site.

1.09 DELIVERY, STORAGE AND HANDLING

Deliver caulking and sealant material to the site in original unopened packages with manufacturer's labels, instructions and product identification and lot numbers intact and legible.

Store materials under cover, protected from inclement weather and adverse temperature extremes, in original containers or unopened packages, in accordance with manufacturer's instructions.

1.10 WARRANTY

Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from Date of Completion as determined by MDOT.

   Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

2. Warranty Period: Five years from Date of Completion as determined by MDOT.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

Drawings and Specifications are based on products manufactured by Pecora Corporation, 165 Wambold Road, Harleysville, PA 19438. Tel: (800) 523-6688.

Equivalent products by the following manufacturers are acceptable:

1. Dow Corning Corporation, Midland, MI. Tel: (800) 331-6451.
2. GE Silicones, Waterford, NY. Tel: (518) 233-2639.

3. Master Builders Solutions, Shakopee, MN. Tel: (800) 243-6739.
4. Tremco, Inc., Beachwood, OH. Tel: (800) 321-7906.

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 MATERIALS, GENERAL

VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

4. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

2.03 SILICONE JOINT SEALANTS

Silicone Joint Sealant: ASTM C 920.

2.04 URETHANE JOINT SEALANTS

Urethane Joint Sealant: ASTM C 920.

2.05 LATEX JOINT SEALANTS

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

2.06 PREFORMED JOINT SEALANTS

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

2.07 ACOUSTICAL JOINT SEALANTS

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

2.08 JOINT SEALANT BACKING

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

Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.09 MISCELLANEOUS MATERIALS

Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 PREPARATION

Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

1. Remove laitance and form-release agents from concrete.
2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

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

3.02 INSTALLATION

Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

Install sealants using proven techniques that comply with the following and at the same time backings are installed:

4. Place sealants so they directly contact and fully wet joint substrates.
5. Completely fill recesses in each joint configuration.
6. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

7. Remove excess sealant from surfaces adjacent to joints.
8. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
9. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

Acoustical Sealant Installation: Comply with ASTM C 919 and with manufacturer's written recommendations.

Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.03 FIELD QUALITY CONTROL

Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:
   a. Perform 5 tests for the first 500 feet of joint length for each kind of sealant and joint substrate.
   b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.
2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.04 CURE AND PROTECTION

Cure sealant and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability.

Sealant Supplier / Applicator shall advise Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at Time of Completion.

3.05 JOINT-SEALANT SCHEDULE

Type 1: Use for interior locations, sealing around windows, doors, louvers, drywall and other locations to be painted and where joints are less than 1/8 inch with none to slight movement anticipated: Pecora AC-20 + Silicone (Acrylic Latex Caulking Compound).

Type 2: Use for sealing nonporous interior surfaces where conditions of high humidity and temperature extremes exist, including at and in conjunction with toilet fixtures, counters, vanities, thresholds and joints in tile finishes: Pecora 898NST (Silicone Sanitary Sealant).

Type 3: Use for horizontal floor and pavement joints: Pecora Urexpan NR-200 (two-part, self-leveling, traffic-bearing, polyurethane sealant).

Type 4: Use for exterior sealing at door, louver, and window frames: Pecora 890NST (one-part Architectural Silicone Sealant). Color(s) to be selected by the Project Engineer / MDOT Architect from manufacturer's full range of standard Architectural colors.

Type 5: Use for Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces. Pecora AC – 20 FTR.

END OF SECTION

SECTION 08 16 14 FRP FLUSH DOORS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Extent and location of each type of FRP doors and frames are shown on the Drawings and in Schedules.

B. Types of doors required include:

1. FRP flush doors at existing entry doors, use existing door frames.

C. Related Requirements:

1. Section 07 92 00 “Joint Sealants” for type of sealants.

2. Section 08 71 00 “Door Hardware” for installation.

3. Section 08 80 00 "Glazing" for glass view panels in flush wood doors.

1.02 ACTION SUBMITTALS

A. Product Data: Submit Manufacturer’s product data, specifications and instructions for each type of door required in accordance with Section 01 33 00 and the following:

1. Details of core, stile and rail construction, and trim for lites and all other components.

2. Details of finish hardware mounting.

B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:

1. Dimensions and locations of blocking.

2. Dimensions and locations of mortises and holes for hardware.

3. Dimensions and locations of cutouts.

4. Undercuts.

5. Doors to be factory finished and finish requirements.

6. Indicate by transmittal form that copy of each instruction has been transmitted to the installer.

C. Samples:

1. 3 samples for each aluminum alloy to be used on this project. Where normal finish color and texture variations are expected, include two or more samples to show the range of such variations.

2. One sample of typical fabricated section, showing joints, fastenings, quality of workmanship, hardware and accessory items before fabrication proceeds.

1.03 INFORMATIONAL SUBMITTALS

A. Manufacturer's sample warranty.

1.04 QUALITY ASSURANCE

A. Standards: Comply with requirements and recommendations in applicable specification and standards by AAMA, except to the extent more stringent requirements are indicated.

B. Performance Ten years minimum record of production of frames, doors and panels and completion of similar projects in type and size.

C. Instruction: The manufacturer or his representative will be available for consultation, including instruction to installation personnel.

D. Field Measurement: Field verify information prior to fabrication and furnishing of materials.

E. Regulation and Codes: Comply with current edition in force at project location of local, state and federal codes and regulations, including Americans with Disabilities Act of 2010.

1.05 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to job site in their original unopened package with labels intact. Inspect materials for damage and advise manufacturer immediately of any unsatisfactory materials.

B. Package door assemblies in individual corrugated cartons so no portion of the door has contact with the outer shell of the container. Package and ship frames pre-assembled to the greatest possible extend.

1.06 WARRANTY

A. Special Warranty: Written warranty signed by manufacturer, installer and contractor, agreeing to replace doors, frames or factory hardware installation that fails in materials or workmanship, within the warranty period.

B. Failure of Materials or Workmanship: includes: excessive deflection, faulty operation of entrances, deterioration of finish or construction in excess of normal weathering and defects in hardware installation.

C. Warranty Period: Minimum time period of warranty is 10 years from Project Completion.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on model SL-19-1 Contemporary Wood Grain FRP/Aluminum Hybrid Door as manufactured by Special-Lite, Inc., P.O. Box 6, Decatur, MI 49045. Tel. (800) 821-6531.

B. Equivalent products by the following manufacturers are acceptable:

1. Corrim Company, Oshkosh, WI. Tel. (920) 231-2000.

2. Warminster Fiberglass Co., Southampton, PA. Tel. (215) 953-1260.

C. 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 SYSTEM PERFORMANCE

A. Provide door assemblies that have been designed and fabricated to comply with requirements for system performance characteristics listed below, as demonstrated by testing manufacturer's corresponding standard system according to test methods designated:

1. Thermal Transmission (exterior doors): "U" value of not more than 0.09 (BTU/Hr. x SF x degrees F) in accordance with AAMA 1503.01.

2. Flame Spread/Smoke Developed: Provide FRP doors and panels with the following ratings in accordance with ASTM E 84-79a:

   a. Flame Spread: 170 (Class C) maximum.
   b. Smoke Developed: 390 (Class C) maximum.

3. Class "A" for flame spread and smoke developed rating on interior faces of exterior panels and both faces of interior panel as shown. Flame spread 15 maximum, smoke developed 310 maximum in accordance with ASTM E-84.

4. Additional Criteria: Provide FRP doors and panels with the following performance:

   a. ASTM D 256 - nominal value OF 20.0.
   b. ASTM D 570 - nominal value of 0.20 to 0.40 percent.
   c. ASTM D 2583 - nominal value of 50.

5. Abrasion Resistance: Face sheet to have no greater than 0 .029 average weight loss percentage after Taber Abrasion Test - 25 cycles at 500 gram weight with F-18 wheel.

6. Stain Resistance: Face sheet to be unaffected after 24 hours exposure to SVS-1 white spray enamel. Shall retain DE or 0.57 or less with MacBeth Colorimeter. Dark Brown (Bronze) FRP to be used as a basis.

7. Chemical Resistance: Face sheet to be unaffected after 4 hours exposure to acetic acid (10 percent solution), acetone, sodium hypochlorite (5.25 percent solution) and hydrochloric acid (10 percent solution). No discoloration or panel damage will be allowed.

2.03 MATERIALS AND ACCESSORIES

A. Aluminum Members: Alloy and temper as recommended by manufacturer for strength, corrosion resistant and application of required finish and control of color; ASTM B 221 for extrusions, ASTM B 209 for sheet/plate with aluminum wall thickness of 0.125 inch.

B. Components: Furnish door from the same manufacturer.

C. Fasteners: Aluminum, non-magnetic stainless steel or other non-corrosive metal fasteners, guaranteed by the manufacturer to be compatible with the doors, frames, stops, panels, hardware, finish matching the item to be fastened.

D. Glazing gaskets: For glazing factory-installed glass and for gaskets which are factory installed in “captive” assembly of glazing stops, manufacturer’s standard stripping of molded neoprene, C 509 Grade 4.

2.04 FABRICATION

A. Sizes and Profiles: The required sizes for door and profile requirements are shown on the Drawings.

B. Coordination of Fabrication: Field measure before fabrication, and show recorded measurements on final shop drawing.

C. Complete the cutting, fitting, forming, drilling and grinding of all metal work prior to assembly. Remove burrs from cut edges, and ease edges and corners to a radius of approximately 1/64-inch.

D. No welding of doors or frames is acceptable.

E. Maintain continuity of line and accurate relation of planes and angles. Secure attachments and support of mechanical joints, with hairline fit at contacting members.

2.05 FIBERGLASS REINFORCED POLYESTER FRP FLUSH DOORS

A. Materials and Construction:

1. Construct 1-3/4 inch thickness doors of 6063-T5-aluminum alloy stiles and rails minimum 2-5/16 inches depth.

   a. Construct with mitered corners and provide joinery of 3/8-inch diameter full width tie rods through extruded splines top and bottom as standard.
   b. 0.125 inch tubular shaped stiles and rails reinforced to accept hardware as specified.
   c. Provide hex type aircraft nuts for joinery without welds, glues or other methods for securing internal door extrusions.
   d. Furnish integral reglets to accept face sheet to permit a flush appearance.
   e. Rail caps or other face sheet capture methods are not acceptable.

2. Top rails must have integral legs for interlocking continuous extruded aluminum flush cap. Bottom rails must have integral legs for interlocking continuous weather bar with single nylon brush weather stripping. Lock face sheet material in place with extruded interlocking edges to be flush with aluminum stiles and rails.

3. Door Face Sheeting 0.120-inch thickness fiberglass reinforced polyester. SL-19-1 Contemporary Wood Grain doors with an abuse resistant engineered surface in a custom stain as selected by the Project Engineer / MDOT Architect.

4. Core of Door Assembly: Minimum five pounds per cubic foot density poured-in-place polyurethane free of CFC. Minimum “R” value of 11. Meeting stiles on pairs of doors and bottom weather bars with nylon brush weather-stripping.

5. Manufacturer doors with cutouts for vision lites as scheduled.

6. Factory furnish ½” glass vision lite kit in dark bronze finish.

7. Provide factory installed continuous dark bronze hinge..

8. Reinforce frame members for hardware in accordance with manufacturer’s standards and door hardware schedule. Surface mounted door closures will be reinforced for but not prepped or installed at factory.

2.06 GLAZING

A. Design system for replacement of glass:

1. Manufacturer’s standard flush glazing system of recessed channels and captive glazing gaskets or applied stops as shown.

2. Allow for thermal expansion on exterior units.

3. Glass – ½” laminated safety glass, installed at site.

2.07 ALUMINUM FINISHES

A. Dark Bronze. Project Engineer or MDOT Architect to verify.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Installer: Examine doorframes and verify that frames are correct type and have been installed for proper hanging of corresponding doors. Installer shall notify Contractor in writing of conditions detrimental to proper and timely installation of doors; do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Installation Instructions: Comply with manufacturer's recommendations and Specifications for the installation of the doors.

1. Install hardware and glass in doors.

B. Set Units plumb, level and true to line, without warp or rack of doors.

1. Anchor securely in place.

2. Separate aluminum and other metal surfaces with bituminous coatings or other means as approved by Project Engineer / MDOT Architect.

C. Thresholds: Set in a bed of mastic and backseal.

3.03 ADJUSTING AND CLEANING

A. Re-hang or replace doors that do not swing or operate freely.

1. Provide Owner with all adjustment tools and instruction sheets.

2. Refinish or replace doors damaged during installation.

3. Clean surfaces promptly after installation of doors and frames, exercising care to avoid damage to the protective coatings.

3.04 PROTECTION OF COMPLETED WORK

A. Installer shall advise Contractor of proper procedures required for protection of installed wood doors from damage or deterioration until acceptance of the Work.

B. Doors damaged before acceptance of the Work shall be repaired or replaced.

END OF SECTION

SECTION 08 71 00 DOOR HARDWARE

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Hardware as shown on the Drawings and in Schedules. Door hardware is hereby defined to include all items known commercially as builders' hardware, as required for swing doors, except special types of unique and non-matching hardware specified in the same section as the door and door frame.

B. The required types of hardware include (but are not limited to) the following:

1. Butts and hinges
2. Lock cylinders and keys
3. Lock and latch sets
4. Bolts
5. Push / pull units
6. Closers
7. Stripping and seals
8. Thresholds

C. Items of hardware not definitely specified but required for the completion and proper operation of the doors, shall be suitable in type, comparable to the type specified for similar openings.

1. Labeled doors shall be fitted with labeled hardware.

D. Modifications of hardware required by reason of construction characteristics shall provide the proper operation or functional features.

1. Contractor shall be fully responsible for checking all details, such as wall trim clearance, bevels, backsets, proper type strike plates, length of spindles, hands of locks, etc., in order that all items of hardware shall fit properly.
2. Hardware for application to metal shall be made to standard templates.
3. Furnish template information to door and frame fabricators and all other trades requiring same, in order that they may cut, reinforce or otherwise prepare in the shop, materials for reception of hardware.

E. Hardware shall be free from defects affecting appearance and serviceability.

1. Working parts shall be well fitted and smooth working without unnecessary play.
2. Hardware shall be delivered to the building site in sufficient time in advance of its requirement for use for inspection prior to installation.

1.02 REFERENCES

A. Coordinate with the following Sections for the installation of finish hardware:

1. Section 08 16 14 – FRP Flush Doors

1.03 ACTION SUBMITTALS

A. Product Data: Submit manufacturer's product data, roughing-in diagrams, and Installation instructions for each type of hardware.

1. Include operating instructions, maintenance information and spare part sources.

B. Samples: Submit such samples as required by the Project Engineer / MDOT Architect for approval. Do not deliver hardware until approval is obtained.

C. Templates: Provide templates and / or physical hardware to trades as required and in sufficient time to prevent delay in the execution of the Work.

D. Other Action Submittals:

1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
   a. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
   b. Content: Include the following information:
      1) Identification number, location, hand, fire rating, size, and material of each door and frame.
      2) Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
      3) Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
      4) Description of electrified door hardware sequences of operation and interfaces with other building control systems.
2. Keying Schedule: Prepared by or under the supervision of Installer, detailing Owner's final keying instructions for locks.
3. Approval of schedule will not relieve Contractor of responsibility for furnishing all necessary hardware.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, MDOT Architect and Project Engineer (Owner’s Representative) about door hardware and keying.

B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as follows:

1. For door hardware, an Architectural Hardware Consultant (AHC).

C. Source Limitations: Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable. Retain first paragraph below if applicable. Revise to allow neutral pressure testing if required and as acceptable to authorities having jurisdiction.

D. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

E. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1

1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf.
2. Comply with the following maximum opening-force requirements:
   a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf applied perpendicular to door.
   b. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch high.
4. Adjust door closer sweep periods so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.

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

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

B. Packing and Marking: Package each item of hardware and lockset separately in individual containers, complete with screws, keys, instructions and installation template for spotting mortising tools. Mark each container with item number corresponding to number shown on Contractor's hardware schedule.

1.06 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Three years from date of Completion, unless otherwise indicated.
   a. Electromagnetic Locks: Five years from date of Completion.
   b. Exit Devices: Two years from date of Completion.
   c. Manual Closers: 10 years from date of Completion.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Equivalent products by the following manufacturers are acceptable:

1. Hinges – Hager, Ives, McKinney.
2. Continuous Hinges – Hager, Ives, Markar.
3. Cylinders – Best, Corbin/Russwin, Sargent, Schlage.
4. Flushbolts and Accessories – Hager, Ives, Rockwood.
5. Locksets – Baldwin, Corbin/Russwin, Sargent, Schlage.
6. Deadbolts – Baldwin, Corbin/Russwin, Sargent, Schlage.
7. Door Closers – Corbin/Russwin (DC3000), LCN (1460), Sargent (1430).
8. Protective Plates – Hager, Ives, Rockwood.
9. Doorstops – Hager, Ives, Rockwood.
10. Overhead Stops / Holders – Glynn Johnson, Rixson, Sargent.
11. Magnetic Hold Opens – LCN, Rixson, Sargent.
12. Gasketing and Thresholds – National Guard Products, Pemko, Reese.
13. Silencers – Hager, Ives, Rockwood.
14. Power Supplies – Schlage Electronics, Securitron, Von Duprin.

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 SCHEDULED DOOR HARDWARE

A. Provide door hardware for each door as scheduled on Drawings to comply with requirements in this Section.

1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products
2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.

B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:

1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in Part 3 "Door Hardware Schedule" Article.
2. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.

2.03 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference.

1. Master Key System: Change keys and a master key operate cylinders.
2. Keyed Alike: Key all cylinders to the same change key.

B. Removable Cores: Furnish all cylinders & locksets with removable type cores. The removable core system shall be one that uses either temporary construction cores or construction keyed cores operated by a construction key until such time the construction key is rendered inactive by the change key or retractor key.

C. Keys: Brass.

1. Quantity: In addition to one extra key blank for each lock, provide the following:
   a. Cylinder Change Keys: Three.
   b. Master Keys: Six.

2.04 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.

1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
2. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
3. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."
4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.05 FINISHES

A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.01 INSTALLATION

A. FRP Flush Doors: Comply with Manufacturer's hardware prep and install guide.

B. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
2. Custom Steel Doors and Frames: HMMA 831.
3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."

C. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

D. Hinges: Continuous hinge supplied by door manufacturer. Install according to manufacturer's recommendation.

E. Lock Cylinders: Install construction cores to secure building and areas during construction period.

1. Replace construction cores with permanent cores as indicated in keying schedule.
2. Furnish permanent cores to Owner for installation.

F. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.

G. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 07 92 00 "Joint Sealants."

1. Cut and fit threshold and floor covers to profile of door frames, with mitered corners and hairline joints.
2. Screw thresholds to substrate with No. 10 or larger screws, of the proper type for permanent anchorage and of bronze or stainless steel that will not corrode in contact with the threshold metal.
3. Do not plug drainage holes or block weeps.
4. Remove excess sealant.

H. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

I. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

J. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

K. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

L. Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Lubricate moving parts with type lubrication recommended by manufacturer (graphite-type if no other recommended).

3.02 FIELD QUALITY CONTROL

A. Independent Architectural Hardware Consultant: Engage a qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.

3.03 DOOR HARDWARE SCHEDULE

HW1 (For Exterior FRP Doors at Entry to Exterior)
Each Opening Shall Have:

1 – Continuous hinge	By Door manufacturer	
1 – Cylinder	Sargent	484 x 10BE
1 – Push Plate	Rockwood	71RCC TEK X 10BE
1 – Pull Plate	Rockwood	BF111 X 70C X 10BE
1 – Closer / stop	Sargent	CPS1431 X TB X 10BE
1 – Kickplate	Rockwood	8 X 2 LDW 0.050 X 10BE (Mounted push side)
1 – Threshold	Pemko	276 10BE
1 – Door Bottom	By Door manufacturer	

END OF SECTION

SECTION 08 80 00 GLAZING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Glass and glazing for doors, , and other glazed openings, interior and exterior locations.

B. Related Sections:

1. Section 08 16 14 – FRP Flush Doors

1.02 PRECONSTRUCTION TESTING

A. Preconstruction Adhesion and Compatibility Testing: Test each glazing material type, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.
1. Testing will not be required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.

1.03 ACTION SUBMITTALS

A. Product Data: For each glass product and glazing material indicated.

B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.

C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.04 INFORMATIONAL SUBMITTALS

A. Preconstruction adhesion and compatibility test report.

1.05 QUALITY ASSURANCE

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. Prime Glass Standard: FS DD-G-45l.

2. Heat-Treated Glass Standard: FS DD-G-l403.

3. Safety Glass Standard: CPSC l6 CFR l20l.

4. GANA Publications: GANA's "Glazing Manual."

5. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect glass during transit, storage and handling to prevent scratching or breakage of glass. Replace broken glass.

1.07 PROJECT CONDITIONS

A. Schedule meeting with Glazier and other trades affected by glass installation, prior to beginning of installation.

1. Do not perform work under adverse weather or job conditions.

2. Install liquid sealant when temperatures are within lower or middle third of temperature range recommended by manufacturer.

1.08 WARRANTY

A. Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form in which laminated-glass manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
1. Warranty Period: 10 years from date of Completion.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Equivalent products by the following prime glass manufacturers are acceptable:

1. Arch Aluminum & Glass Co., Inc., Columbus, OH. Tel No. (800) 870-2519.

2. Cardinal Glass Industries, Eden Prairie, MN. Tel. (952) 229-2600.

3. Guardian Industries Corp., Carleton, MI. Tel. (800) 521-9040

4. Old Castle Building Envelops, Santa Monica, CA. Tel. (866) 653-2278.

5. Safti First, San Francisco, CA. Tel. (888) 653-3333.

6. Viracon, Inc., Owatonna, MN. Tel. (800) 533-2080.

7. Vitro Architectural Glass (formerly PPG Glass), Tel. (888) 774-4332.

8. Walker Glass Co. Ltd., Quebec Canada, tel. (514) 352-3030.

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 GLASS PRODUCTS, GENERAL

A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.

B. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass. Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.

C. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
1. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F.

2. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.

3. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

2.03 GLASS PRODUCTS

A. Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (clear) unless otherwise indicated.

B. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.

2.04 LAMINATED CLEAR SAFETY GLASS

A. Two layers of 1/4 inch glass Type 1 (transparent glass, flat), Class 1 (clear), Quality q3 (glazing select) with a 0.030 polyvinyl butyryl interlayer. Total thickness, 1/2 inch (plus). Unless shown otherwise on Drawings, use this type glass for all entry doors.

2.05 SETTING MATERIALS

A. Provide necessary primers, sealants, channels, setting blocks, etc. with items to be glazed. Conform to requirements set forth in FGJA Glazing Manual.

2.06 MISCELLANEOUS GLAZING MATERIALS

A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

B. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

C. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

D. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

E. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

F. Perimeter Insulation for Fire-Resistive Glazing: Product that is approved by testing agency that listed and labeled fire-resistant glazing product with which it is used for application and fire-protection rating indicated.

PART 3 - EXECUTION

3.01 PREPARATION FOR GLAZING

A. Clean glazing channel and other framing members to receive glass, immediately before glazing. Remove coatings that are not firmly bonded to substrate. Remove lacquer from metal surfaces where elastomeric sealants are used.

1. Apply primer or sealant to joint surfaces where recommended by sealant manufacturer.

3.02 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.

E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

G. Provide spacers for glass lites where length plus width is larger than 50 inches.

H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

I. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage to ensure that gasket will not "walk" out when installation is subjected to movement. Anchor gasket to stop with matching ribs, or by proven adhesives, including embedment of gasket tail in cured heel-bead.

J. Tool exposed surfaces of glazing liquids and compounds to provide a substantial "wash" away from glass. Install pressurized tapes and gaskets to protrude slightly out of channel, so as to eliminate dirt and moisture pockets.

3.03 GLAZING INSTALLATION

A. Do not commence glazing Work until the required primers have been applied and have dried. Clean all surfaces to which setting materials are to be applied to assure that the materials properly adhere and seal.

B. Experienced glaziers having highest quality workmanship shall perform all glazing. Glass shall be set without springing or forcing. Putty, glazing compound, stops and the like shall not project above the sight line. Exposed surfaces of putty and glazing compound shall be left straight, flat and clean. Corners shall be well formed.

C. Remove and replace glass which is broken, chipped, cracked, abraded or damaged in other ways during construction period, including natural causes, accidents and vandalism.

D. Apply clear glazing compound around perimeter and at all glass-to-glass connections of butt-glazing system. Compound shall be the type recommended by the glass manufacturer for this particular installation.

E. Door Lites: Install glass in frames in sizes as shown on the Drawings. Where fire ratings are indicated for doors, frames shall comply with applicable U.L. fire rating standards.

3.04 STANDARDS AND PERFORMANCE

A. Watertight and airtight installation of each glass product is required, except as otherwise shown. Each installation must withstand normal temperature changes, wind loading, impact loading (for operating sash and doors), without failure including loss or

breakage of glass, failure of sealant or gaskets to remain watertight and airtight, deterioration of glazing materials and other defects in the Work.

B. Protect glass from edge damage during handling and installation, and subsequent operation of glazed components of the Work. During installation, discard units with significant edge damage or other imperfections.

C. Glazing channel dimensions where shown are intended to provide for necessary bite on glass, minimum edge clearance, and adequate sealant thickness, with reasonable tolerances. Adjust as required by job conditions at time of installation.

D. Comply with combined recommendations and technical reports by manufacturers of glass and glazing products as used in each glazing channel, and with recommendations of Flat Glass Marketing Association "Glazing Manual," except where more stringent requirements are indicated.

3.05 CLEANING AND PROTECTION

A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.

1. Cure sealant for high early strength and durability

B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.

D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION

SECTION 09 05 15 COLOR DESIGN

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: A coordinated comprehensive Color System in which requirements for materials specified in other Sections of this Specification and / or shown on the Drawings are identified for quality, color, finish, texture and pattern.

B. Related Sections: Section 01 33 00 – Submittal Procedures.

1.02 MANUFACTURER'S TRADE NAMES

A. Manufacturer's trade names and number designations used herein identify colors, finishes, textures and patterns for materials and products specified in the technical sections of the Specifications. Wherever such products are referred for selection or approval in other sections, such products shall be understood to be referenced to this Section.

B. If no selection is listed herein for products, the Project Engineer / MDOT Architect shall be contacted for a color selection.

C. Subject to approval of the Project Engineer / MDOT Architect, products of other manufacturers will be considered, provided they are equivalent to the quality, colors, finishes, textures and patterns listed and meet the requirements of the Specifications and Drawings.

1.03 SAMPLES

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

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 - EXECUTION

3.01 INSTALLATION / APPLICATION, GENERAL

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

END OF SECTION

SECTION 09 90 00 PAINTS AND COATINGS

PART 1 - GENERAL

1.01 SUMMARY

Painting and finishing of exterior and interior exposed items and surfaces throughout the project, except as otherwise indicated. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified under other Sections of the Work.

1. The Work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under the mechanical and electrical Work, except as otherwise indicated.
2. “Paint” means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
3. Paint all exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the Architect will select these from standard colors available for the materials system specified.

Related Sections: Section 09 05 15 – Color Design.

1.02 PAINTING NOT INCLUDED

The following categories of Work are not included as parts of the field-applied finish Work, or are included in other Sections of these Specifications.

Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various Sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated or factory-built mechanical and electrical equipment or accessories.

Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) plastic toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixture, switch-gear and distribution cabinets.

Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundations spaced, furred areas, utility tunnels, pipe spaces, and duct shafts.

Finished Metal surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.

Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated. Do not paint over any code-required labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.03 SUBMITTALS

Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.

Samples for Initial Selection: For each type of topcoat product indicated. Submit color samples for selection by Architect from manufacturer's full range of colors. Indicate submitted manufacturer's closest STANDARD colors that match colors specified or provide "Custom" color if not match.

Samples for Verification: For each type of paint system and each color and gloss/sheen of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

Product List: For each product indicated, include the following:

5. Comply with Articles 3.7 and 3.8 indicating each type of primer, intermediate coat and topcoat required for each substrate by product name and number.
6. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer / supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product / color / finish was used, product data pages, Material Safety Data sheets (MSDS), care and cleaning instructions, including touch-up procedures.

Substitutions for Convenience: Architect will consider formal written requests from Contractor for substitution of products in place of those specified if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating or fail to meet the performance criteria of the specified materials WILL NOT be approved. All primers and topcoats plus the seam sealer and pit filler shall be furnished by the same manufacturer to ensure compatibility.

1.04 QUALITY ASSURANCE

Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified.
   a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
   b. Other Items: Architect will designate items or areas required.
2. Final approval of color selections will be based on benchmark samples.
   a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.05 DELIVERY, STORAGE, AND HANDLING

Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Name or title of material.
2. Fed. Spec. Number, if applicable.
3. Manufacturer's stock number and date of manufacturer.
4. Manufacturer's name.
5. Contents by volume, for major pigment and vehicle constituents.
6. Thinning instructions.
7. Application instructions.
8. Color name and number.

Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

9. Maintain containers in clean condition, free of foreign materials and residue.
10. Remove rags and waste from storage areas daily.

1.06 PROJECT CONDITIONS

Apply paints only when temperature of product surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

Do not apply paint late in the day when dew and condensation are likely to form; or snow, rain, fog or mist is expected; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instruction. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

1.07 EXTRA MATERIALS

Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gallon of each material and color applied.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Benjamin Moore & Company, Montvale, NJ. Tel. (800) 344-0400.
2. Farrell-Calhoun Paint, Memphis, TN. Tel. (901) 526-2211.
3. PPG Paints, Inc., Pittsburgh, PA. Tel (412) 434-3131.
4. Rust-Oleum, Vernon Hills, IL. 60061. Tel. (800) 323-3584.
5. Sherwin-Williams Company, Cleveland, OH 44115. Tel. (800) 321-8194.

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 COLORS AND FINISHES

Paint colors, surface treatments, and finishes will be selected from color chips submitted by contractor. Prior to beginning Work, the Architect will select color chips for surfaces to be painted. Use representative colors when preparing samples for review. Final acceptance of colors will be from samples.

Colors Pigments: Pure, non-fading, applicable types to suit the substrates and service indicated. Lead content in the pigment, if any, is limited to contain not more than 0.5 percent lead, as lead metal based on the total non-volatile (dry-film) of the paint by weight.

Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coats system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials provided for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primer or remove and reprime as required. Notify the Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

2.03 MATERIAL QUALITY

Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, BEST GRADE product WILL NOT be acceptable. Proprietary names used to designate colors or materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers.

Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

PART 3 - EXECUTION

3.01 EXAMINATION

Applicator must examine the areas and conditions under which painting Work is to be applied and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator. Starting of painting Work will be construed as the Applicator's acceptance of the surfaces and conditions within any particular area.

Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.
3. Wood: 15 percent.
4. Plaster: 12 percent.
5. Gypsum Board: 12 percent.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION

Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.

1. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations.
2. Remove, if necessary, for the complete painting of the items and adjacent surfaces.
3. Following completion of painting of each space or area, re-install the removed items by workmen skilled in the trades involved.
4. Clean surfaces to be painted before applying paint or surface treatments.
5. Remove oil and grease prior to mechanical cleaning.
6. Remove mildew by washing with a mixture of 1 part liquid chlorine bleach to 3 parts water. Before use, be sure to read and follow instructions and warnings on label. Rinse thoroughly.
7. Schedule the cleaning and painting so that contaminates from the cleaning process with not fall onto wet, newly painted surfaces.

Ferrous Metals:

8. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
9. Touch-up shop-applied prime coats wherever damaged or bare. Where required by other Sections of these Specifications, clean and touch-up with the same type shop primer.

Galvanized Surfaces: Clean free of oil and surface contaminants with acceptable non-petroleum based solvent.

Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of the priming coat.

10. Prime, stain, or seal wood required being job-painted, as soon as practicable upon delivery to job. Prime edges, ends, faces, under sides, and backsides of such wood, including cabinets, counters, cases, paneling, etc. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dry.
11. When transparent finish is required, use sealer as recommended by manufacturer. Seal tops, bottoms, and cutouts of unprimed wood doors with sealer immediately upon delivery to project.

3.03 MATERIALS PREPARATION

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

3.04 APPLICATION

Apply paint in accordance with the manufacturer's directions. Use applications and techniques best suited for the substrate and type of material being applied. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint. Paint the back-sides of access panels, and removable or hinged covers to match the exposed surfaces.

Finish exterior doors on tops, bottoms and side edges the same as the exterior faces, unless otherwise indicated.

Sand lightly between each succeeding enamel or varnish coat.

Omit the first coat (primer) on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated or barrier coat is required for compatibility.

Scheduling Paint: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels

firm, does not deform or feel sticky under moderate thumb pressure and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

Mechanical and Electrical Work: Painting of mechanical and electrical Work include items exposed to view in mechanical equipment rooms, in occupied spaces and where indicated on Drawings or specified in other Sections. Coordinate with Mechanical, Plumbing and Electrical Sections.

1. Mechanical items to be painted include, but are not limited to, the following:
   a. Piping, pipe hangers, and supports.
   b. Heat exchangers.
   c. Tanks.
   d. Ductwork.
   e. Motor, mechanical equipment and supports.
   f. Accessory items.
2. Electrical items to be painted include, but are not limited to, the following:
   a. Conduit and fittings.
   b. Switchgear.

Prime Coats: Apply a prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.

Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise indicated.

Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint Work not in compliance with specified requirements.

3.05 FIELD QUALITY CONTROL

Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:

1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
2. Testing agency will perform tests for compliance of paint materials with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements.

4. Contractor shall remove non-complying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials.
5. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.06 CLEANING AND PROTECTION

Cleaning: During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

Protection: Protect Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Correct damage by others for protection of their Work, after completion of painting operations. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces

3.07 EXTERIOR PAINTING SCHEDULE

Provide the following Benjamin Moore paint systems for the various substrates, as indicated:

1. Ferrous and Zinc Coated Metal
   a. Prime Coat: Super Spec HP P04 Acrylic Metal Primer
   b. Intermediate Coat: Super Spec HP P29 D.T.M. Acrylic Semi-gloss
   c. Topcoat: Super Spec HP P29 D.T.M. Acrylic Semi-gloss
2. Steel Shop Primed: (structural steel framing exposed to view including steel lintels and steel stairs and handrails)
   a. Prime Coat: Super Spec HP P04 Acrylic Metal Primer
   b. Intermediate Coat: Super Spec HP P29 D.T.M Acrylic Semi-gloss
   c. Topcoat: Super Spec HP P29 D.T.M Acrylic Semi-Gloss

Provide the following Ferrell-Calhoun paint systems for the various substrates, as indicated:

3. Ferrous and Zinc Coated Metal
   a. Prime Coat: F/C #5-56 Waterborne 100% Acrylic All Purpose Metal Primer (1.8 mils DFT)
   b. Intermediate Coat: F/C Tuff-Boy 8000 Line Waterborne 100% Acrylic DTM (1.7 mils DFT)
   c. Topcoat: F/C Tuff-Boy 8000 Line Waterborne 100% Acrylic DTM (1.7 mils DFT)
4. Steel Shop Primed: (structural steel framing exposed to view including steel lintels and steel stairs and handrails)
   a. Prime Coat: F/C #5-56 Waterborne 100% Acrylic All Purpose Metal Primer (1.8 mils DFT)
   b. Intermediate Coat: F/C Tuff-Boy 8000 Line Waterborne 100% Acrylic DTM (1.7 mils DFT)
   Topcoat: F/C Tuff-Boy 8000 Line Waterborne 100% Acrylic DTM (1.7 mils DFT)

Provide the following PPG Paints, Inc. paint systems for the various substrates, as indicated:

5. Ferrous and Zinc Coated Metal
   a. Prime Coat: PPG Pitt Tech DTM Acrylic Primer Finish, 90-712 Series (2.0-3.0 mils dry)
   b. Intermediate Coat: PPG Pitt Tech DTM Acrylic Gloss Enamel, 90-374 Series (2.0-3.0 mils dry)
   c. Topcoat: PPG Pitt Tech DTM Acrylic Gloss Enamel, 90-374 Series (2.0-3.0 mils dry)
6. Steel Shop Primed: (structural steel framing exposed to view including steel lintels and steel stairs and handrails)
   a. Prime Coat: PPG Pitt Tech DTM Acrylic Primer Finish, 90-712 Series (2.0-3.0 mils dry)
   b. Intermediate Coat: PPG Pitt Tech DTM Acrylic Gloss Enamel, 90-374 Series (2.0-3.0 mils dry)
   c. Topcoat: PPG Pitt Tech DTM Acrylic Gloss Enamel, 90-374 Series (2.0-3.0 mils dry)

Provide the following Rust-Oleum paint systems for various substrates, as indicated:

7. Ferrous and Zinc Coated Metal
   a. Prime Coat: Rust-Oleum Universal Primer, (1.0-2.0 mils dry)
   b. Intermediate Coat: Rust-Oleum 3700 Series DTM Acrylic, (2.0-3.0 mils dry)
   c. Topcoat: Rust-Oleum 3700 Series DTM Acrylic, (2.0-3.0 mils dry)
8. Steel Shop Primed: (structural steel framing exposed to view including steel lintels and steel stairs and handrails)
   a. Prime Coat: Rust-Oleum Universal Primer (1.0-2.0 mils dry)
   b. Intermediate Coat: Rust-Oleum Sierra Performance Beyond No VOC UMA (2.0-3.0 mils dry)
   c. Topcoat: Rust-Oleum Sierra Performance Beyond No VOC UMA (2.0-3.0 mils dry)

Provide the following Sherwin-Williams paint systems for the various substrates, as indicated:

9. Ferrous and Zinc Coated Metal
   a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
   b. Intermediate Coat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
   c. Topcoat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
10. Steel Shop Primed: (structural steel framing exposed to view including steel lintels and steel stairs and handrails)
   a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
   b. Intermediate Coat: S/W Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
   c. Topcoat: S/W Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)

3.08 INTERIOR PAINTING SCHEDULE

Provide the following Benjamin Moore paint systems for the various substrates, as indicated:

1. Gypsum Drywall (Semi-Gloss)
   a. Prime Coat: #N534 Ultra Spec 500 Interior Latex Primer
   b. Intermediate Coat: #N539 Ultra Spec 500 Interior Semi-gloss
   c. Topcoat: #N539 Ultra Spec 500 Interior Semi-gloss
2. Gypsum Drywall(Egg Shell)
   a. Prime Coat: #N534 Ultra Spec 500 Interior Latex Primer
   b. Intermediate Coat: #N538 Ultra Spec 500 Interior Eggshell
   c. Topcoat: #N538 Ultra Spec 500 Interior Eggshell
3. Existing Brick(EggShell)
   a. Prime Coat: #N534 Ultra Spec 500 Interior Latex Primer
   b. Intermediate Coat: #N538 Ultra Spec 500 Interior EggShell
   c. Topcoat: #N538 Ultra Spec 500 Interior Eggshell
4. Gypsum Drywall (in wet areas)
   a. Prime Coat: #N534 Ultra Spec 500 Interior Latex Primer
   b. Intermediate Coat: #V341 Waterborne Epoxy
   c. Topcoat: #V341 Waterborne Epoxy
5. Concrete Masonry Units (Enamel)
   a. Prime Coat: #206 Super Spec Hi-Build Block Filler
   b. Intermediate Coat: #N539 Ultra Spec 500 Interior Semi-Gloss Enamel
   c. Topcoat: #N539 Ultra Spec 500 Interior Semi-Gloss Enamel
6. Ferrous and Zinc Coated Metal
   a. Prime Coat: P04 Super Spec HP Acrylic Metal Primer
   b. Intermediate Coat: #N539 Ultra Spec 500 Interior Semi-Gloss Enamel
   c. Topcoat: #N539 Ultra Spec 500 Interior Semi-Gloss Enamel
7. Exposed Structural steel and Roof Deck (shop primed steel)
   a. Prime Coat: P04 Super Spec HP Acrylic Metal Primer
   b. Intermediate Coat: #N110 SK 5000 Dry Fall Flat
   c. Topcoat: #N110 SK 5000 Dry Fall Flat
8. Painted Woodwork
   a. Prime Coat: #N534 Ultra Spec 500 Interior Latex Primer Sealer
   b. Intermediate Coat: #N539 Ultra Spec 500 Interior Semi-Gloss Enamel
   c. Topcoat: #N539 Ultra Spec 500 Interior Semi-Gloss Enamel
9. Concrete Garage Floor (Refer to Section 03 35 25 - Concrete Floor Hardener and Polish)
10. Concrete Floor Sealer (Clear)
    a. Prime Coat: TuffCrete Solvent Acrylic Stain Clear
    b. Topcoat: TuffCrete Solvent Acrylic Stain Clear.

Provide the following Ferrell-Calhoun paint systems for the various substrates, as indicated:

11. Gypsum Drywall (Semi-Gloss)
    a. Prime Coat: F/C #380 Perfik-Seal Interior Latex Primer/Sealer (1.8mils DFT)
    b. Intermediate Coat: F/C #3300 Line Evergreen “Zero Voc” Acrylic Int/Ext Semi-Gloss Enamel (2.0 mils DFT)
    c. Topcoat: F/C #3300 Line Evergreen “Zero Voc” Acrylic Int/Ext
    d. Semi-Gloss Enamel (2.0 mils DFT)

12. Gypsum Drywall(Egg Shell)
    a. Prime Coat: F/C #380 Perfik-Seal Interior Latex Primer/Sealer (1.8mils DFT)
    b. Intermediate Coat: F/C #3900 Line Evergreen “Zero Voc” Acrylic Int/Ext Latex Eggshell Enamel (2.1 mils DFT)
    c. Topcoat: F/C #3900 Line Evergreen “Zero Voc” Acrylic Int/Ext Latex Eggshell Enamel (2.1 mils DFT)
13. Existing Brick(EggShell)
    a. Prime Coat: F/C #380 Perfik-Seal Interior Latex Primer/Sealer (1.8mils DFT)
    b. Intermediate Coat: F/C #3900 Line Evergreen “Zero Voc” Acrylic Int/Ext Latex EggShell (2.1 mils DFT)
    c. Topcoat: F/C #3900 Line Evergreen “Zero Voc” Acrylic Int/Ext Latex EggShell (2.1 mils DFT)
14. Gypsum Drywall (in wet areas)
    a. Prime Coat: F/C#235 Interior/Exterior 100% Acrylic Latex Undercoater (1.7 mils DFT)
    b. Intermediate Coat: F/C #3300 Line 100% Acrylic Interior Semi-Gloss Enamel (1.6 mils DFT)
    c. Topcoat: F/C #3300 Line 100% Acrylic Interior Semi-Gloss Enamel (1.6 mils DFT)
15. Concrete Masonry Units (Enamel)
    a. Prime Coat: F/C #470A Interior/Exterior Acrylic Latex Masonry Block Filler (10 mils DFT)
    b. Intermediate Coat: F/C #600 Line 100% Acrylic Interior Semi-Gloss Latex Enamel (1.9 mils DFT)
    c. Topcoat: F/C #600 Line 100% Acrylic Interior Semi-Gloss Latex Enamel (1.9 mils DFT)
16. Ferrous and Zinc Coated Metal
    a. Prime Coat: F/C #5-56 100% Acrylic All Purpose Metal Primer (1.8 mils DFT)
    b. Intermediate Coat: F/C #600 Line 100% Acrylic Interior Semi-Gloss Latex Enamel (1.9 mils DFT)
    c. Topcoat: F/C #600 Line 100% Acrylic Interior Semi-Gloss Latex Enamel (1.9 mils DFT)
17. Exposed Structural steel and Roof Deck (shop primed steel)
    a. Prime Coat: F/C #5-56 100% Acrylic All Purpose Metal Primer (1.8 mils DFT). Spot prime if needed.
    b. Intermediate Coat: F/C #999 Tuff-Boy Water-Base Dry Fog Flat (3.2 mils DFT)
    c. Topcoat: F/C #999 Tuff-Boy Water-Base Dry Fog Flat (3.2 mils DFT)
18. Painted Woodwork
    a. Prime Coat: F/C #699 Waterborne 100% Acrylic Enamel Undercoater (1.6 mils DFT)
    b. Intermediate Coat: F/C #600 Line 100% Acrylic Interior Semi-Gloss Latex Enamel (1.9 mils DFT)
    c. Topcoat: F/C #600 Line 100% Acrylic Interior Semi-Gloss Latex Enamel (1.9 mils DFT)
19. Concrete Garage Floor (Refer to Section 03 35 25 - Concrete Floor Hardener and Polish.)
20. Concrete Floor Sealer (Clear)
    a. Prime Coat: F/C #1106 Tuff-Boy Clear Acrylic Waterproofing Sealer

b. Topcoat: F/C #1106 Tuff-Boy Clear Acrylic Waterproofing Sealer: Add Skid-Tex Slip Resistant to topcoat.

Provide the following PPG Paints, Inc. paint systems for the various substrates, as indicated:

21. Gypsum Drywall (Semi-Gloss)
    a. Prime Coat: PPG Pure Performance Zero VOC Interior Latex Primer, 9-900 (1.4 mils dry)
    b. Intermediate Coat: PPG Pure Performance Zero VOC Interior Latex Semi-Gloss, 9-500 (1.4 mils dry)
    c. Topcoat: PPG Pure Performance Zero VOC Interior Latex Semi-Gloss, 9-500 (1.4 mils dry)
22. Gypsum Drywall(Egg Shell)
    a. Prime Coat: PPG Pure Performance Zero VOC Interior Latex Primer, 9-900 (1.4 mils dry)
    b. Intermediate Coat: PPG Pure Performance Zero VOC Interior Latex Eggshell, 9-300Xl (1.4 mils dry)
    c. Topcoat: PPG Pure Performance Zero VOC Interior Latex Eggshell, 9-300Xl (1.4 mils dry)
23. Existing Brick(EggShell)
    a. Prime Coat: PPG Pure Performance Zero VOC Interior Latex Primer, 9-900 (1.4 mils dry)
    b. Intermediate Coat: PPG Pure Performance Zero VOC Interior Latex EggShell, 9-300Xl (1.4 mils dry)
    c. Topcoat: PPG Pure Performance Zero VOC Interior Latex EggShell, 9-300Xl (1.4 mils dry)
24. Gypsum Drywall (in wet areas)
    a. Prime Coat: PPG Pure Performance Zero VOC Interior Latex Primer, 9-900 (1.4 mils dry)
    b. Intermediate Coat: PPG Pitt Glaze Waterborne Acrylic Epoxy, 16-551 Series (2.0-3.0 mils dry)
    c. Topcoat: PPG Pitt Glaze Waterborne Acrylic Epoxy, 16-551 Series (2.0-3.0 mils dry)
25. Concrete Masonry Units (Enamel)
    a. Prime Coat: PPG Speedhide Interior Exterior Latex Block Filler, 6-7 Series (7.4 mils dry)
    b. Intermediate Coat: PPG Interior Exterior Semi-Gloss Acrylic Metal Finish, 7-374 (1.5 to 2.0 mils dry)
    c. Topcoat: PPG Interior Exterior Semi-Gloss Acrylic Metal Finish, 7-374 (1.5 to 2.0 mils dry)
26. Ferrous and Zinc Coated Metal
    a. Prime Coat: PPG Pitt-Tech DTM Acrylic Primer Finish, 90-712 (2.0 to 3.0 mils dry)
    b. Intermediate Coat: PPG Interior Exterior Semi-Gloss Acrylic Metal Finish, 7-374 (1.5 to 2.0 mils dry)
    c. Topcoat: PPG Interior Exterior Semi-Gloss Acrylic Metal Finish, 7-374 (1.5 to 2.0 mils dry)
27. Exposed Structural steel and Roof Deck (shop primed steel)
    a. Prime Coat: PPG Pitt-Tech DTM Acrylic Primer Finish, 90-712 (2.0 to 3.0 mils dry)-Spot prime if needed.

b. Intermediate Coat: PPG Super Tech WB Waterborne Acrylic Dry Fall, 6-725XI
c. Topcoat: PPG Super Tech WB Waterborne Acrylic Dry Fall, 6-725XI

28. Painted Woodwork
    a. Prime Coat: PPG Seal Grip Interior Acrylic Primer Finish, 17-951 (1.2 mils dry)
    b. Intermediate Coat: PPG Interior Exterior Semi-Gloss Acrylic Metal Finish, 7-374 (1.5 to 2.0 mils dry)
    c. Topcoat: PPG Interior Exterior Semi-Gloss Acrylic Metal Finish, 7-374 (1.5 to 2.0 mils dry)
29. Concrete Garage Floor (Refer to Section 03 35 25 - Concrete Floor Hardener and Polish)
30. Concrete Floor Sealer (Clear)
    a. Prime Coat: PPG Perma Crete Plex Seal WB Waterborne Clear Acrylic Concrete Sealer, 4-6200.
    b. Topcoat: PPG Perma Crete Plex Seal WB Waterborne Clear Acrylic Concrete Sealer, 4-6200; Anti Slip Additive to the topcoat. Note-New concrete must be etched prior to application.

Provide the following Rust-Oleum paint systems for the various substrates, as indicated:

31. Gypsum Drywall (Semi-Gloss)
    a. Prime Coat: Rust-Oleum Zinsser Dry Wall Primer (1.0-1.5 mils dry)
    b. Intermediate Coat: Rust-Oleum Zinsser Perma White Interior Acrylic Semi-Gloss, (1.5-2.0 mils dry)
    c. Topcoat: Rust-Oleum Zinsser Perma White Interior Acrylic Semi-Gloss, (1.5-2.0 mils dry)
32. Gypsum Drywall(Egg Shell)
    a. Prime Coat: Rust-Oleum Zinsser Dry Wall Primer (1.0-1.5 mils dry)
    b. Intermediate Coat: Rust-Oleum Zinsser Perma White Interior Acrylic EggShell, (1.5-2.0 mils dry)
    c. Topcoat: Rust-Oleum Zinsser Perma White Interior Acrylic EggShell, (1.5-2.0 mils dry
33. Existing Brick(EggShell)
    a. Prime Coat: Rust-Oleum Zinsser Dry Wall Primer (1.0-1.5 mils dry)
    b. Intermediate Coat: Rust-Oleum Zinsser Perma White Interior Acrylic EggShell, (1.5-2.0 mils dry)
    c. Topcoat: Rust-Oleum Zinsser Perma White Interior Acrylic EggShell, (1.5-2.0 mils dry
34. Gypsum Drywall (in wet areas)
    a. Prime Coat: Rust-Oleum Zinsser Dry Wall Primer (1.0-1.5 mils dry)
    b. Intermediate Coat: Rust-Oleum 5300 Series WB Epoxy (2.5-3.0 mils dry)
    c. Topcoat: Rust-Oleum 5300 Series WB Epoxy (2.5-3.0 mils dry)
35. Concrete Masonry Units (Enamel)
    a. Prime Coat: Rust-Oleum Zinsser Water Tite Flexible Primer & Finish (5.0-6.0 mils dry)
    b. Intermediate Coat: Rust-Oleum Zinsser Perma White Interior Semi Gloss Acrylic (1.5-2.0 mils dry)
    c. Topcoat: Rust-Oleum Zinsser Perma White Interior Semi Gloss Acrylic (1.5-2.0 mils dry)
36. Ferrous and Zinc Coated Metal

a. Prime Coat: Rust-Oleum Universal Primer, (1.0-2.0 mils dry)
b. Intermediate Coat: Rust-Oleum Zinsser Perma White Interior Semi Gloss Acrylic (1.5-2.0 mils dry)
c. Topcoat: Rust-Oleum Zinsser Perma White Interior Semi Gloss Acrylic (1.5-2.0 mils dry)

37. Exposed Structural steel and Roof Deck (shop primed steel)
    a. Prime Coat: Rust-Oleum Universal Primer, (1.0-2.0 mils dry)-Spot prime if needed.
    b. Intermediate Coat: Rust-Oleum 5100 Series Waterborne Acrylic Dry Fall Flat
    c. Topcoat: Rust-Oleum 5100 Series Waterborne Acrylic Dry Fall Flat
38. Painted Woodwork
    a. Prime Coat: Rust-Oleum Zinsser Bulls Eye 123 Acrylic Primer (1.0-1.5 mils dry)
    b. Intermediate Coat: Rust-Oleum Zinsser Perma White Interior Acrylic Semi Gloss, (1.5-2.0 mils dry)
    c. Topcoat: Rust-Oleum Zinsser Perma White Interior Acrylic Semi Gloss, (1.5-2.0 mils dry
39. Concrete Garage Floor (Refer to Section 03 35 25 - Concrete Floor Hardener and Polish.)
40. Concrete Floor Sealer (Clear)
    a. Prime Coat: Rust-Oleum® Natural Look Concrete Sealer – Clear
    b. Topcoat: Rust-Oleum® Natural Look Concrete Sealer – Clear; Slip Resistant Additive to the topcoat.

Provide the following Sherwin-Williams paint systems for the various substrates, as indicated:

41. Gypsum Drywall (Semi-Gloss)
    a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)
    b. Intermediate Coat: S-W ProMar 200 Zero VOC Interior Latex Semi-Gloss, B31-2600 (1.6 mils dry)
    c. Topcoat: S-W Harmony Low Odor Interior Latex Semi-Gloss, B10 Series (1.6 mils dry)
42. Gypsum Drywall(Egg Shell)
    a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)
    b. Intermediate Coat: S-W ProMar 200 Zero VOC Interior Latex EggShell, B20-2600 (1.6 mils dry)
    c. Topcoat: S-W ProMar 200 Zero VOC Interior Latex EggShell, B20-2600 (1.6 mils dry)
43. Existing Brick(EggShell)
    a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)
    b. Intermediate Coat: S-W ProMar 200 Zero VOC Interior Latex EggShell, B20-2600 (1.6 mils dry)
    c. Topcoat: S-W ProMar 200 Zero VOC Interior Latex EggShell, B20-2600 (1.6 mils dry)
44. Gypsum Drywall (in wet areas)
    a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)

b. Intermediate Coat: S-W Waterbased Catalyzed Epoxy, B70W211/ B60V25 (2.5-3.0 mils dry)
c. Topcoat: S-W Waterbased Catalyzed Epoxy, B70W211/ B60V25 (2.5-3.0 mils dry)

45. Concrete Masonry Units (Enamel)
    a. Prime Coat: S-W PrepRite Block Filler, B25W25 (8.0 mils dry)
    b. Intermediate Coat: S-W ProMar 200 Zero VOC Interior Latex Semi-Gloss, B31-2600 (1.6 mils dry)
    c. Topcoat: S-W ProMar 200 Zero VOC Interior Latex Semi-Gloss, B31-2600 (1.6 mils dry)
46. Ferrous and Zinc Coated Metal
    a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
    b. Intermediate Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.0-3.0 mils dry)
    c. Topcoat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.0-3.0 mils dry)
47. Exposed Structural steel and Roof Deck (shop primed steel)
    a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)-Spot prime if needed.
    b. Intermediate Coat: S-W Waterborne Acrylic Dry Fall, B42W2
    c. Topcoat: S-W Waterborne Acrylic Dry Fall, B42W2
48. Painted Woodwork
    a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)
    b. Intermediate Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.4-3.0 mils dry)
    c. Topcoat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.4-3.0 mils dry)
49. Concrete Garage Floor (Refer to Section 03 35 25 - Concrete Floor Hardener and Polish.)
50. Concrete Floor Sealer (Clear)
    a. Prime Coat: H&C Concrete Stain Solid Color Water Based - Clear
    b. Topcoat: H&C Concrete Stain Solid Color Water Based - Clear; H&C SharkGrip Slip Resistant Additive to the topcoat. Note-New concrete must be etched prior to application.

END OF SECTION

SECTION 10 21 15 SOLID PLASTIC TOILET COMPARTMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Solid-plastic (polymer) toilet compartments, floor-mounted and overhead braced.
2. Solid-Plastic wall-hung urinal screens.

B. Related Sections: Section 09 05 15 – Color Design (for color selected).

1.02 ACTION SUBMITTALS

A. Product Data: Submit manufacturer's sample warranty, color charts and detailed technical data for materials, fabrication, and installation, including catalog cuts of anchors, hardware, fastenings, and accessories.

B. Shop Drawings: Submit job-specific shop drawings for fabrication and erection of toilet compartment assemblies not fully described by product drawings, templates, and instructions for installation of anchorage devices built into other Work.

1.03 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.04 QUALITY ASSURANCE

A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84, or another standard acceptable to authorities having jurisdiction, by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

B. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities" and ICC/ANSI A117.1 for toilet compartments designated as accessible.

C. Field Measurements: Take field measurements prior to preparation of Shop Drawings and fabrication where possible, to ensure proper fitting of Work. However, allow for adjustments within specified tolerances wherever taking of field measurements before fabrication might delay Work.

D. Coordination: Furnish inserts and anchorage, which must be built into other work for installation of toilet partitions and related work; coordinate delivery with other work to avoid delay.

1.05 DELIVERY, STORAGE AND HANDLING

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

1.06 WARRANTY

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

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by Scranton Products Inc., 801 East Corey Street, Scranton, PA 18505. Tel. (800) 445-5148.

B. Equivalent products by the following manufacturers are acceptable:

1. Bradley Corp / Mills Partitions, Menomonee Falls, WI. Tel (800) 272-3539.
2. General Partitions Mfg. Corp., Erie, PA. (814) 833-1154.
3. Knickerbocker Partition Corp, Melville, NY. Tel. (516) 546-0550.

C. 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 MATERIALS

A. Doors, Panels and Pilasters:
1. High density polyethylene (HDPE), fabricated from polymer resins compounded under high pressure, forming single thickness panel.
2. Waterproof and nonabsorbent, with self-lubricating surface, resistant to marks by pens, pencils, markers, and other writing instruments.
3. Thickness: 1 inch (25 mm) with 1/4 inch (6 mm) radiused edges. One edge of pilaster panel to be ship lapped.
4. Recycled Content (Post Industrial): 25 %.
5. Fire Rating: Tested per ASTM E 84: Class A flame spread/smoke developed rating.

B. Aluminum and Aluminum Extrusions: ASTM B221, 6463-T5 alloy and temper.

C. Stainless Steel: ASTM A167, Type 304.

2.03 TOILET COMPARTMENT SYSTEM

A. Basis of Design: Hiny Hiders Toilet Partitions as manufactured by and supplied by Scranton Products.
1. Style: Floor mounted overhead-braced toilet compartments.

B. System Construction:
1. System Specified Height (inches / mm): 82 inches.
2. Doors and Panels: 72 inches high. Mounted 4 inches above finished floor.
3. Trim: Application to hide seam gap between dividing panels.
4. Pilasters: System specified height, shoeless system secured with 3/4 inch (19 mm) long stainless steel tamper resistant Tone head screws and angled wall brackets.
5. Wall Brackets: 82 inches long, heavy-duty aluminum. Mounts to pilasters, panels and walls with 3/4 inch (19 mm) long stainless steel tamper resistant Tone head screws.

C. System Design:
1. Door Design: Plain (standard)
2. Side Panel Design: Plain (standard)
3. Color: As determined by the Architect from Manufacturer's full spectrum of color selection.
4. Trim: As determined by the Architect from Manufacturer's selection.
5. Trim Color: As determined by the Architect from Manufacturer's full spectrum of color selection..

2.04 HARDWARE

D. Hinges: Helix style 78 inches (1981 mm) edge mounted continuous hinge.
1. Stainless steel: 0.09 inch (1.88 mm) thick 304-2B stainless steel using a stainless-steel pin in 0.25 inch (5.94 mm) diameter.

E. Door Strike/Keeper: Heavy-duty extruded aluminum 6436-T5 alloy with a clear anodized finish. Secured to pilasters with stainless steel tamper resistant Torx head sex bolts. Bumper shall be made of extruded black vinyl.
1. Style: Style: 65 inches (1651 mm) aluminum.

F. Occupancy Indicator Latch and Housing: Satin stainless-steel showing green and red occupancy indicators.
1. Latch housing: Satin stainless steel.
2. Slide bolt and button: Satin stainless steel.
3. Door Pulls: Satin stainless steel.

G. Coat Hook and Bumper:
1. Combination type, chrome plated Zamak.
2. Equip outswing handicapped doors with second door pull and door stop.

PART 3 - EXECUTION

3.01 INSTALLATION

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

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

3.02 ADJUSTING

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

3.03 CLEANING

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

END OF SECTION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

PROCURMENT AND CONTRACTING FORMS

DIVISION 50

S E C T I O N 9 0 5 - P R O P O S A L

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____
_____
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

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.

Renovation of Welcome Centers & Renovation of Hospitality Station, known as State Project Nos. BWO-6070-23(003) / 503755301, BWO-6197-55(004) / 503755302, BWO-7124-57(003) / 503755303 & BWO-7135-79(003) / 503755304 in Hancock, Pearl River, Pike & Wilkinson Counties.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
				Roadway Items	
0010	1510-A001		1	Lump Sum	Renovate Hospitality Station in Wilkinson County
0020	1510-A001		1	Lump Sum	Renovate Welcome Center in Hancock County
0030	1510-A001		1	Lump Sum	Renovate Welcome Center in Pearl River County
0040	1510-A001		1	Lump Sum	Renovate Welcome Center in Pike County

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).

	Project No.	County		Project No.	County
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. _____	_____	_____	_____	_____	

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-6070-23(003)/ 503755301000, BWO-6197-55(004)/ 503755302000, BWO-7124-57 (003)/ 503755303000 & BWO-7135-79(003)/ 503755304000**

in **Hancock, Pearl River, Pike & Wilkinson** 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 _____
LOCATED IN THE COUNTY(IES) OF _____

STATE OF MISSISSIPPI
COUNTY OF HINDS

This Contract is entered into by and between the Mississippi Transportation Commission (the "Commission") and the undersigned contractor (the "Contractor"), as follows:

As consideration for this Contract, the Commission agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the "Work"). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the Executive Director of the Mississippi Department of Transportation, or his authorized representative(s), and, when federal funds are involved, subject to the inspection and approval of the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Commission and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

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

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

Witness our signatures, this the _____ day of _____, 20___.

_____
Contractor

By: _____
Title: _____

_____
Signed and sealed in the presence of: (name and address of witness)

_____
_____

MISSISSIPPI TRANSPORTATION COMMISSION

_____
Executive Director

_____
Secretary to the Commission

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

SECTION 903
PERFORMANCE BOND

PERFORMANCE BOND FOR THE FOLLOWING CONTRACT:
Project No.: _____

For the construction of: _____

Contract date: _____ Contract amount: _____

FOR OWNER: MISSISSIPPI TRANSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON, MISSISSIPPI 39201.

CONTRACTOR (full legal name, contact person, phone number and address):
_____
_____
_____
_____

SURETY (legal name, phone number, principal place of business and address ***for notice purposes***):
_____
_____
_____

Second Surety (if applicable):
_____
_____
_____

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for the performance of the Contract, which is incorporated herein by reference, and subject to the following terms:

1. If the Contractor fully and faithfully performs the Contract, the Surety and the Contractor shall have no obligation under this Bond.

2. The Surety's obligation under this Bond shall arise after:
   (a) the Owner first provides notice to the Contractor and the Surety that termination is imminent, pursuant to the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, which is a part of the Contract; and
   (b) the Owner declares a Contractor Default, terminates the Contract, and notifies the Surety.

3. The Surety shall promptly and at the Surety's expense, take one of the following actions:
   (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract; or
   (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors.

4. If the Surety does not proceed as provided in Paragraph 3, within 20 calendar days as set forth in Section 108.08 of the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, then the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to it under the Contract and applicable law.

5. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

(a) the responsibilities of the Contractor for correction of defective work and completion of the Contract;
(b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3; and
(c) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

7. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.

8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address listed for notice purposes on the first page of this Bond.

CONTRACTOR AS PRINCIPAL
Company: _____

Signature: _____
Name: _____
Title: _____
Address: _____
_____

SURETY
Company: _____

Signature: _____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

SURETY (if applicable)
Company: _____

Signature: _____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

SECTION 903
PAYMENT BOND

PAYMENT BOND FOR THE FOLLOWING CONTRACT:
Project No.: _____

For the construction of: _____

Contract date: _____ Contract amount: _____

FOR OWNER: MISSISSIPPI TRANSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON, MISSISSIPPI 39201.

CONTRACTOR (full legal name, contact person, phone number and address):
_____
_____
_____

SURETY (legal name, phone number, principal place of business and address ***for notice purposes***):
_____
_____
_____

Second Surety (if applicable):
_____
_____
_____

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for payment of labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, subject to the following terms:

1. If the Contractor promptly makes payment of all sums due to any and all subcontractors, suppliers and/or laborers, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.

2. The Owner shall provide notice to the Surety of any claims, demands, liens or suits against the Owner or the Owner's property that it receives from any person or entity ("Claimants") seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.

3. Upon notice of any claims, demands, liens or suits provided by the Owner or Contractor or given to the Surety by a Claimant, the Surety shall promptly and at the Surety's expense, defend, indemnify and hold harmless the Owner against said claim, demand, lien or suit and shall take the following additional actions:
   (a) Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   (b) Pay or arrange for payment of any undisputed amounts.

4. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have no obligation under this Bond to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

5. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

6. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.

CONTRACTOR AS PRINCIPAL
Company: _____

Signature: _____
Name: _____
Title: _____
Address: _____
_____

SURETY
Company: _____

Signature:_____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

SURETY (if applicable)
Company: _____

Signature:_____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

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 **Renovation of Welcome Centers & Renovation of Hospitality Station, known as State Project Nos. BWO-6070-23(003) / 503755301, BWO-6197-55(004) / 503755302, BWO-7124 -57(003) / 503755303 & BWO-7135-79(003) / 503755304 in Hancock, Pearl River, Pike & Wilkinson Counties.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this _____day of _____, 20___

_____
(Principal) (Seal)

_____ By:_____
(Witness) (Name) (Title)

_____
(Surety) (Seal)

_____ By:_____
(Witness) (Attorney-in-Fact)

_____
(MS Agent)

_____
Mississippi Insurance ID Number