

# CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS

FOR THE

# LYMAN BOAT MAINTENANCE YARD

HARRISON COUNTY, MISSISSIPPI

PREPARED FOR:



1141 BAYVIEW AVENUE  
BILOXI, MISSISSIPPI 39530  
228-374-5000 (PH) 228-374-5005 (FAX)



JANUARY, 2018



BROWN, MITCHELL  
& ALEXANDER, INC.

CONSULTING ENGINEERS

[www.bmaengineers.com](http://www.bmaengineers.com)



**DIVISION 0 - DOCUMENTS**

| <b>Section</b> | <b>Description</b>             |
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| 00100          | Instructions to Bidders        |
| 00300          | Proposal Form                  |
| 00500          | Owner and Contractor Agreement |
| 00600          | Contract Bond                  |
| 00650          | Insurance Certificate          |
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**DIVISION 1 - DOCUMENTS**

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**TECHNICAL SPECIFICATIONS**

**CONSTRUCTION PLANS**

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**ADVERTISEMENT FOR BIDS  
SECTION 00000**

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES  
LYMAN BOAT MAINTENANCE YARD  
HARRISON COUNTY, MS**

Sealed Bids for the construction of the Lyman Boat Maintenance Yard will be received by the Mississippi Department of Marine Resources, at 1141 Bayview Avenue, Biloxi, MS 39530 until 2:00 pm., local time on February 15, 2018, at which time the Bids received will be publicly opened and read. The Project consists of constructing a gravel parking area, concrete approaches and chain link fence and related work.

Bids will be received from a single prime Contractor. Bids shall be on a unit price basis, with additive alternate bid items as indicated, if applicable, in the Bid Form.

This Issuing Office for the Bidding Documents is Brown, Mitchell & Alexander, Inc., 401 Cowan Road, Suite A, Gulfport, MS 39507, (228) 864-7612. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Thursday (between the hours of 7:30 A.M. and 5:30 P.M.) and Friday (between the hours of 8:00 A.M. and Noon). Copies of the Bidding Documents may be obtained from the Issuing Office as described below.

Bidding documents are being made available via paper copy or pdf for a charge of \$100.00 (hard copy) or \$50.00 (CD). Plan holders are required to log-in or register for an account at [www.bmaprojects.com](http://www.bmaprojects.com) to view and order Bidding Documents. All plan holders are required to have a valid email address for registration. The cost for the bidding documents is non-refundable and must be purchased through the website. For questions regarding website registration and online orders please contact Plan House Printing at (228) 248-0181.

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

Bid security shall be furnished in accordance with the Instruction to Bidders.

For bids exceeding \$50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident contractor's state, then the non-resident contractor may provide a statement to that effect.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The Owner reserves the right to waive any informalities or to reject any or all bids.

**Publish Dates:**

January 12, 2018

January 19, 2018

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**INSTRUCTIONS TO BIDDERS**  
**SECTION 00100**

**PART 1 - GENERAL**

- 1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the Drawings or Project Manual, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.
- 1.02 **BIDDER'S QUALIFICATIONS:**
- A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
  - B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* must appear on the face of the envelope, or a Certificate of Responsibility number.
  - C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
  - D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number must be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form:
- A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that CURRENT law shall be submitted with the Proposal Form.
  - B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.
- 1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons: (see 600.53) (modified Sept-Nov 2016)
- A. Failure to comply with the bid requirements.
  - B. Bidder is in arrears on existing Contracts with the Bureau or another state agency, university, community college, or junior college.
  - C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the Bureau or another state agency, university, community college, or junior college.
  - D. Bidder has defaulted on a previous Contract with the Bureau of another state agency, university, community college, or junior college.
- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself 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.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

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1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the Drawings and the Project Manual, including all addenda.

1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount is indicated in the Advertisement for Bids. Bid deposits are non-refundable.

#### PART 2 - PROPOSAL FORM

2.01 **METHOD OF BIDDING:** UNIT PRICE, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.

2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.

2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.

2.04 **BASE BID AND ALTERNATES:**

A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount. The written word shall govern.

B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern. Refer to Section 01030 entitled *Alternates* for additional information.

2.05 **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 01630 entitled *Substitutions and Product Options* which covers procedures after the award of Contract. (unchanged but modified 01630 August 2016)

2.06 **ADDENDA:** Any 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. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided. (see proposal form) (modified August 2016)

2.07 **BIDDER IDENTIFICATION:**

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

B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name - exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)

C. **Legal Address:** The address appearing on the Proposal Form should be the same address exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>]

D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check: (modified Dec 2013) (see also 4.07 herein)

A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department. [http://www.mid.state.ms.us/licapp/search\\_main.aspx](http://www.mid.state.ms.us/licapp/search_main.aspx) (No standard form is required for the Bid Bond.)

B. **Certified Check:** The Bidder may submit a certified check made out to the Owner in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for

forty-five (45) days, unless a Contract is awarded and executed in less time.

- 2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

### PART 3 - SUBMITTING THE PROPOSAL FORM

- 3.01 **SUBMITTAL:** A bid must be delivered to the address indicated on the Advertisement for Bids prior to the time and date stated. Only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as follows: (beginning 1/1/09 and for a reasonable time period, a duplicate copy will not disqualify your bid, but the second copy, without comparison, will be destroyed in the bid opening, not read aloud nor used thereafter, in order to prevent inadvertent differences in the duplicate forms): (also see 600.42)

|   |
|---|
| <p><i>(In upper left hand corner)</i></p> <p><b>Name of Firm</b> (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors – see 2.07, 3.01, 5.01)</p> <p style="text-align: right;"><i>(Bid shall be addressed and delivered to)</i><br/>Owner</p> <p><i>(In lower left hand corner)</i></p> <p>Bid for Project # _____</p> <p>Title _____</p> <p>Using Agency _____</p> <p>Certificate of Responsibility # _____ (for over \$50,000.00)<br/>Under \$50,000.00 (add statement)</p> |
|---|

If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

- 3.02 **MODIFICATION TO BID:** A bidder may modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:
- A. **Notification on Envelope:** A modification may be written on the outside of the sealed envelope containing the bid.
  - B. **Facsimile:** A facsimile (fax) will not be acceptable.
- 3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, bids may not be withdrawn until 60 days after bid opening.

### PART 4 - BID OPENING AND AWARD OF CONTRACT

- 4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory.
- Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being publicly opened . . . on the next business day that the agency shall be open and at the previously advertised time . . . (added Jan 2017)
- 4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.
- 4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.

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- 4.04 **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.
- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any, or all bids. A Contract will be awarded on the basis of the low base bid, or low combination of base bid and those alternates selected by the Owner in any order determined to be in the best interest of the Using Agency and which produces a total within available funds.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for failure, or refusal, to execute and deliver the Contract, Bond and Certificate of Insurance within ten (10) working days after notice of the acceptance of the bid/receipt of Contracts from the Professional. (*“working” days added 11/3/10 (modified Jan 2017)*)
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** (modified Dec 2013) (see also 2.08)  
Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
- A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. . [http://www.mid.state.ms.us/licapp/search\\_main.aspx](http://www.mid.state.ms.us/licapp/search_main.aspx)
  - B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
  - C. All Bonds shall be executed on the form provided in the Project Manual under Section 00600 entitled *Contract Bond*.
  - D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed, or lettered legibly. (with embossed seal). [http://www.mid.state.ms.us/licapp/search\\_main.aspx](http://www.mid.state.ms.us/licapp/search_main.aspx)
  - E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond.

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**PART 5 - BIDDER'S CHECKLIST**

The following checklist is for the Bidder's assistance only. It is not inclusive and **is not a part of the bid documents**; therefore, this checklist does not have to be included with the Proposal Form when submitting a bid proposal.

**5.01 PROPOSAL FORM:** (only one original proposal form to be submitted) (also see 3.01 and 600.42 of Manual)  
**Base Bid**

Write in the amount of the base bid in numbers. The unit price shall govern.

**Alternates**

If applicable, write in each alternates amount in numbers. The unit price shall govern.

**Addenda**

Acknowledge the receipt of each addendum by writing in the number of the addendum.

**Acceptance**

Proposal is signed by authorized person

Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi

State Board of Contractors [<http://www.msbc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)

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

**Certificate of Responsibility Number(s) on envelope (see below for on proposal form)**

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 over \$50,000 and number is required

Joint Venture and *joint venture* number is required

**OR**  Joint Venture participants' numbers are required

**5.02 BID SECURITY:**

Included Bid Bond

**OR**  Included Certified Check

**5.03 POWER OF ATTORNEY:**

Included Power of Attorney

**5.04 NON-RESIDENT BIDDER:**

Attached a Copy of Non-Resident Bidder's Preference Law

**OR**  Attached a Statement

**5.05 SUB-CONTRACTORS NAME Refer to 1.04 for responsiveness (modified Dec 2013)**

List ~~your~~ any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost. \* List name even for under \$50,000

\* Fire Protection Sprinkler Contractors do not have to be listed

\* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein

\* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline

\* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

**5.06 SUB-CONTRACTORS' COR NUMBER Refer to 1.04 for responsiveness (modified Dec 2013)**

\* List Certificate of Responsibility Number for any listed Sub-Contractor over \$50,000.00

\* If under \$50,000 – so notate on the COR line "under \$50,000" (or can still show COR#)

**\*\*\* END OF SECTION \*\*\***

**PROPOSAL FORM  
SECTION 00300**

To: Mississippi Department of Marine Resources  
1141 Bayview Avenue  
Biloxi, MS 39530

Re: DMR Project #: 8200035057  
Project Title: Lyman Boat Maintenance Yard  
Location: Harrison County, Mississippi

I propose to complete all work in accordance with the Project Manual and Drawings within 75 consecutive calendar days for the sum of:  
(Professional must specify number of days)

| Item No.                                 | Description                         | Unit    | Estimated Quantity | Bid Unit Price | Bid Price |
|--|-------------------------------------|---------|--------------------|----------------|-----------|
| 01505-A                                  | MOBILIZATION                        | LS      | 1                  |                |           |
| 01505-B                                  | PROJECT SIGN                        | LS      | 1                  |                |           |
| 02227-A                                  | STRIPPING (6")                      | SY (PM) | 7500               |                |           |
| 02227-B                                  | BORROW MATERIAL                     | CY (PM) | 2000               |                |           |
| 02227-C                                  | MUCK EXCAVATION                     | CY (FM) | 200                |                |           |
| 02234-A                                  | LIMESTONE SURFACE COURSE (6" THICK) | SY      | 7000               |                |           |
| 02295-A                                  | SILT FENCE                          | LF      | 600                |                |           |
| 02295-B                                  | STRAW WATTLES                       | LF      | 100                |                |           |
| 02525-A                                  | REINFORCED CONCRETE                 | SY      | 200                |                |           |
| 02831-A                                  | CHAIN LINK FENCE                    | LF      | 240                |                |           |
| 02831-B                                  | GATE (20 FT.)                       | EA      | 1                  |                |           |
| 02831-C                                  | BOLLARDS                            | EA      | 6                  |                |           |
| 02931-A                                  | PLANT ESTABLISHMENT (HYDRO-SEEDING) | AC      | 0.5                |                |           |
| 11225-B                                  | ADJUSTMENT OF OIL / WATER SEPERATOR | LS      | 1                  |                |           |
| <b>Total of All Unit Price Bid Items</b> |                                     |         |                    |                | <b>\$</b> |

**ADDENDA ACKNOWLEDGMENT:** (modified dates August 2016)

No. \_\_\_\_\_ No. \_\_\_\_\_ No. \_\_\_\_\_  
No. \_\_\_\_\_ No. \_\_\_\_\_ No. \_\_\_\_\_

**ACCEPTANCE:**

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Complete spelling of bidder's name and address - **exact as recorded at the Secretary of State**  
[<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp> ] which should be the same as you applied for at the  
Mississippi State Board of Contractors [<http://www.msbc.org/Search2.CFM> ] (see 2.07, 3.01, 5.01) **PLEASE LOOK IT UP at SoS. SoS rules when the 2 are different.**

Address \_\_\_\_\_(mailing)

Address \_\_\_\_\_(physical)

City/State/Zip Code \_\_\_\_\_ County \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

■ Bidder's Certificate of Responsibility Numbers(s): \_\_\_\_\_

■ MINORITY BUSINESS ENTERPRISE? Yes \_\_\_\_\_ No \_\_\_\_\_ (to assist with Code 57-1-57)

■ Attach copy of Non-Resident Bidder's Preference Law (5.04 of Bidder's Checklist)

■ **Mechanical / Plumbing / Electrical Contractors:** (modified Dec 2013

Regarding said Divisions of the Specifications of the BoB Standard Form of Agreement Between The Owner and The Contractor

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted. This is in accordance with 5.05 and 5.06 of the Bidder's Checklist revised below.

Mechanical Contractor: \_\_\_\_\_ Certificate of Responsibility No. \_\_\_\_\_  
Plumbing Contractor: \_\_\_\_\_ Certificate of Responsibility No. \_\_\_\_\_  
Electrical Contractor: \_\_\_\_\_ Certificate of Responsibility No. \_\_\_\_\_

■ Mississippi Department of Agriculture & Commerce  
Bureau of Plant Industry

Landscape License Number \_\_\_\_\_

MS Code 69-19-1; 69-19-5; 69-19-9; 69-19-15 or updated Codes

Complete for prime landscaping projects ↑

DAC Plant Industry Rules 3.11.401; 405.03

**STANDARD FORM OF AGREEMENT BETWEEN  
THE OWNER AND THE CONTRACTOR  
SECTION 00500**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Owner,

Mississippi Department of Marine Resources  
1141 Bayview Avenue  
Biloxi, MS 39530

created by \_\_\_\_\_ et seq., **Mississippi Code of 1972, Annotated**, and acting for the State of Mississippi;

and between the Contractor:

Business Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

The Contractor is a (check and complete one of the following):

\_\_\_\_\_  CORPORATION or  LLC solely organized and existing under the laws of the State of \_\_\_\_\_ and having its principal office in \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_  
(City) (County) (State)

\_\_\_\_\_ PARTNERSHIP of the following (list all partners):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ SOLE PROPRIETORSHIP

For the following Project:

GS#

This Agreement entered into as of the day and year first written above:

OWNER: OWNER

CONTRACTOR:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

**ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS**  
**THE WORK**

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

**1.2 THE CONTRACT DOCUMENTS**

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated November 2017

**BIDDING REQUIREMENTS**

- Advertisement for Bids
- Instructions to Bidders
- Proposal Form

**STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR**

**CONTRACT BOND**

**POWER OF ATTORNEY**

**CERTIFICATE OF INSURANCE**

**CONDITIONS OF THE CONTRACT**

- General Conditions
- Supplementary Conditions
- Labor Requirements
- Addenda

**SPECIFICATIONS (check the specs listed on the contents and included in the manual)**

- Division One: General Requirements
- Division One Supplements
- Division Two: Site Work
- Division Three: Concrete
- Division Four: Masonry
- Division Five: Metals
- Division Six: Wood and Plastics
- Division Seven: Thermal and Moisture Protection
- Division Eight: Doors and Windows
- Division Nine: Finishes
- Division Ten: Specialties
- Division Eleven: Equipment
- Division Twelve: Furnishings
- Division Thirteen: Special Construction
- Division Fourteen: Conveying Systems
- Division Fifteen: Mechanical
- Division Sixteen: Electrical
- Division Seventeen: Commissioning

1.2.3 Addenda

- Addendum No. 1, dated \_\_\_\_\_
- Addendum No. 2, dated \_\_\_\_\_
- Addendum No. 3, dated \_\_\_\_\_
- Addendum No. 4, dated \_\_\_\_\_
- Addendum No. 5, dated \_\_\_\_\_

1.2.4 Drawings dated November 2017

- |  |                                |
|--|--------------------------------|
| Sheets No. <u>C-101</u> through <u>C-501</u> | Sheets No. _____ through _____ |
| Sheets No. _____ through _____               | Sheets No. _____ through _____ |
| Sheets No. _____ through _____               | Sheets No. _____ through _____ |
| Sheets No. _____ through _____               | Sheets No. _____ through _____ |
| Sheets No. _____ through _____               | Sheets No. _____ through _____ |
| Sheets No. _____ through _____               | Sheets No. _____ through _____ |

1.2.5.1 Other documents, dated

\_\_\_\_\_

\_\_\_\_\_

**ARTICLE 2: CONTRACT SUM**

**2.1 CONTRACT SUM**

2.1.1 The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_). The Contract sum is determined as follows:

|  |  |          |
|--|--|----------|
| Base Bid                                 |  | \$ _____ |
| Modifications ( ) Adds ( ) Deducts       |  | \$ _____ |
| Negotiations                             |  | \$ _____ |
| Alternate No. _____ ( ) Adds ( ) Deducts |  | \$ _____ |
| Alternate No. _____ ( ) Adds ( ) Deducts |  | \$ _____ |
| Alternate No. _____ ( ) Adds ( ) Deducts |  | \$ _____ |
| Alternate No. _____ ( ) Adds ( ) Deducts |  | \$ _____ |
| Alternate No. _____ ( ) Adds ( ) Deducts |  | \$ _____ |
| <b>Total Contract Sum</b>                |  | \$ _____ |

**2.2 LIQUIDATED DAMAGES**

2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of Three Hundred Sixty Dollars (\$360.00) for each calendar day.

**ARTICLE 3: CONTRACT TIME**

**3.1 TIME**

3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later than 75 calendar days from the date stated in the *Notice to Proceed*.

**ARTICLE 4: PAYMENTS AND FINAL PAYMENTS**

**4.1 PROGRESS PAYMENTS**

4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract sum to the Contractor as provided in the Contract Documents.

**4.2 FINAL PAYMENT**

4.2.1 Final payment constituting the entire balance of the Contract sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

**ARTICLE 5: MISCELLANEOUS PROVISION**

**5.1 DEFINITION OF TERMS**

5.1.1 Terms used in this Agreement which are defined in the Conditions of the Contract will have the meanings designated in those Conditions.

**5.2 CONTRACTOR'S INTEREST IN AGREEMENT**

5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

**5.3 PROFESSIONAL**

5.3.1 The Professional assigned to this Project is as follows:

Name: Brown, Mitchell & Alexander, Inc. Address: 401 Cowan Road, Suite A, Gulfport, MS 39507

Telephone: (228) 864-7612 Fax No: (228) 864-7676 E-Mail Address: \_\_\_\_\_

\*\*\* END OF SECTION \*\*\*

**CONTRACT BOND  
SECTION 00600**

**I. PREAMBLE**

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_,  
Principal, a \_\_\_\_\_, residing  
at \_\_\_\_\_, authorized to do business in the State of Mississippi  
under the laws thereof, and \_\_\_\_\_ Surety, a corporation of the State  
of \_\_\_\_\_, authorized to do business in the State of Mississippi under the laws thereof, are held and  
firmly bound unto the Owner of the State of Mississippi, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and  
those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as  
amended, in the amount of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_), lawful  
money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_\_, entered into a Contract with  
the Owner for the following:

\_\_\_\_\_

\_\_\_\_\_

as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned  
Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter  
referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of  
1972, Annotated**, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated  
herein.

**II. PERFORMANCE BOND**

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then  
this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof,  
and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient  
funds to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable  
thereunder, less the balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total  
amount payable by Owner to Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

**III. LABOR AND MATERIAL PAYMENT BOND**

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all  
persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void;  
otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit  
described in Subsection (2) of Section 31-5-51, supra.

**IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS**

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

**V. GENERAL CONDITIONS**

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SURETY \_\_\_\_\_  
Mississippi NAIC number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name) Attorney-in-Fact  
(Title)

\_\_\_\_\_  
(Address)

Surety Agent Mississippi License Number: \_\_\_\_\_

\_\_\_\_\_  
(City/State/Zip/Phone)

\_\_\_\_\_  
(Surety Address)

\_\_\_\_\_  
(Surety City/State/Zip/Phone)

COUNTERSIGNED:  
\_\_\_\_\_

MISSISSIPPI LICENSED AGENT COMPANY NAME  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Licensed Mississippi Agent  
(Typed Name) (Title)

Countersignature Agent MS License Number: \_\_\_\_\_

\_\_\_\_\_  
(MS Licensed Agent Address)

\_\_\_\_\_  
(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL \_\_\_\_\_

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept  
OR  
signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

Countersignature, when signed, can be the same as the Attorney-in-Fact when the Attorney-in-Fact is licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact and/or Surety is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.

Check the Surety Company AND the Surety Agent AND/OR the Countersignature Company and/or Agent at MS Ins Dept web: <https://www.mid.ms.gov> (or the most up-to-date link)

Easier to locate Agent at MID when name agrees with MID licensed name.)

(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)

**SECTION 00650**

**STANDARD CONSTRUCTION CONTRACT  
CERTIFICATE OF INSURANCE**

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

|   |           |                      |                      |   |  |  |
|---|-----------|----------------------|----------------------|---|--|--|
| <b>INSURED:</b> (Contractor's Name & Address)   |           |                      |                      | <b>COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #</b>                |  |  |
|   |           |                      |                      | <b>A</b>  |  |  |
| <b>PROJECT:</b> (Number, Name & Location)   |           |                      |                      | <b>B</b>  |  |  |
|   |           |                      |                      | <b>C</b>  |  |  |
|   |           |                      |                      | <b>D</b>  |  |  |
|   |           |                      |                      | <b>E</b>  |  |  |
| <b>OWNER: Owner</b>   |           |                      |                      | <b>F</b>  |  |  |
|   |           |                      |                      | <b>G</b>  |  |  |
| Companies above must be approved by the MS Ins Dept at <a href="http://www.mid.ms.gov/licapp/search_main.aspx">http://www.mid.ms.gov/licapp/search_main.aspx</a> per Code & WComp at <a href="http://www.mwcc.ms.gov/">http://www.mwcc.ms.gov/</a> .  |           |                      |                      |   |  |  |
| <b>Type Insurance</b>   | <b>Co</b> | <b>Policy Number</b> | <b>Policy Period</b> | <b>Coverage and Minimum Amount</b>                                      |  |  |
| General Liability<br>Commercial<br>General Liability  |           |                      |                      | General Aggregate   | \$ 1,000,000                               |  |
|   |           |                      |                      | Products Comp/Ops (Aggregate  | \$ 1,000,000                               |  |
|   |           |                      |                      | Personal Injury (Per Occurrence)  | \$ 500,000                                 |  |
|   |           |                      |                      | BI & PD (Per Occurrence)  | \$ 1,000,000                               |  |
|   |           |                      |                      | Fire Damage (Per Fire)  | \$ 50,000                                  |  |
|   |           |                      |                      | Medical Expense (Per Person)  | \$ 5,000                                   |  |
| Owners/Contractors<br>Protective Liability  |           |                      |                      | General Aggregate   | \$ 1,000,000                               |  |
|   |           |                      |                      | Per Occurrence  | \$ 500,000                                 |  |
| Automobile<br>Liability   |           |                      |                      | Bodily Injury/Property Damage<br>Combined Single Limit (Per Occurrence) | \$ 500,000                                 |  |
|   |           |                      |                      | <b>OR</b>   | Bodily Injury (Per Person)                 | \$ 250,000                               |
|   |           |                      |                      |   | Bodily Injury (Per Accident)               | \$ 500,000                               |
|   |           |                      |                      |   | Property Damage (Per Occurrence)           | \$ 100,000                               |
| * Excess Liability<br>(Umbrella on projects<br>over \$500,000)  |           |                      |                      | Aggregate   | \$ 1,000,000                               |  |
|   |           |                      |                      | Per Occurrence  | \$ 1,000,000                               |  |
| Workers' Compensation<br>(As required by Statute)<br>Employers' Liability   |           |                      |                      | Accident (Per Occurrence)   | \$ 100,000                                 |  |
|   |           |                      |                      | Disease-Policy Limit  | \$ 500,000                                 |  |
|   |           |                      |                      | Disease-Per Employee  | \$ 100,000                                 |  |
| Property Insurance<br>(not required when<br>project is demolition<br>ONLY - required for ALL<br>other projects including<br>paving)   |           |                      |                      | <b>OR</b>   | Builders' Risk<br><br>Installation Floater | Must be equal<br>to<br><br>Value of Work |
| Other   |           |                      |                      |   |  |  |
| Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above. |           |                      |                      |   |  |  |

17-3538A

**Division 0**

June 2011

|   |  |
|---|--|
| <b>Producing Agent:</b> (Name, Address and Telephone) | (Signature)<br>(Date)  |
|   | (Name and Title of Authorized Representative) (typed)  |
|   | Agent must be approved by the MS Ins Dept<br><a href="http://www.mid.ms.gov/licapp/search_main.aspx">http://www.mid.ms.gov/licapp/search_main.aspx</a> |

Check if Mississippi Licensed Agent  
OR Countersign by Mississippi Licensed Agent      MID Lic # \_\_\_\_\_

---

**CERTIFICATE OF INSURANCE INSTRUCTIONS**  
**SECTION 00650**

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2007).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at [http://www.mid.ms.gov/licapp/search\\_main.aspx](http://www.mid.ms.gov/licapp/search_main.aspx). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner.
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project.
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us/Services/ProofofCoverageInquiry/accept/> etc. and at the last step – enter the "contractor's name".

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web – you enter the Vendor's name, then click on the policy number to see the MWCC Ins Provider.

**\*\*\* END OF SECTION \*\*\***

---

**GENERAL CONDITIONS  
SECTION 00700**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Sixteenth Edition, 2007, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.
- B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

**\*\*\* END OF SECTION \*\*\***

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

## **General Conditions of the Contract for Construction**

for the following PROJECT:  
(Name and location or address)

**THE OWNER:**  
(Name, legal status and address)

**THE ARCHITECT:**  
(Name, legal status and address)

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- 4 ARCHITECT
- 5 SUBCONTRACTORS
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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

**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. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 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.

#### **§ 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.

§ 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.

§ 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.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner 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 Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. 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** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 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.

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### **§ 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, 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 shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**§ 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.

§ 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.

### § 3.5 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 Change Order. The amount of the 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

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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.

### **§ 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.

§ 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.

#### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner 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 Owner, 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 Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (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.

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#### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

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

**§ 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 will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority 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 authority 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 Architect will prepare Change Orders and 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 Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's 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 Owner 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 decide 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

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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 in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor 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.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

##### **§ 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 Change Order, 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 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 Architect alone.

**§ 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 Change Order, Construction Change Directive or order for a minor change in the Work.

### **§ 7.2 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.

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by 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 in the absence of total agreement on the terms of a 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 Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

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

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## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial 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 Substantial Completion is the date certified by the Architect 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 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.

## 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 or Guaranteed Maximum Price, 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, 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.

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§ 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.

§ 9.3.2 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.

§ 9.3.3 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, 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 Substantial 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 issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate 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 withhold a Certificate for 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 certify 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 issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, 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 withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 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.

### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

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appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 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

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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 Substantial 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 certification 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 certification 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.

## **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 Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, 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.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 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.

#### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner 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.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner 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.

#### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### **§ 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

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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 days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 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 SUBSTANTIAL 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 SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial 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.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial 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 law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

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### § 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 Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

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

##### § 15.1.2 NOTICE OF CLAIMS

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

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

### § 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 Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. 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.

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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## ***Additions and Deletions Report for AIA® Document A201™ – 2007***

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:02:34 on 04/14/2015.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:02:34 on 04/14/2015 under Order No. 6991182164 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

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**2007 SUPPLEMENTARY CONDITIONS**  
**SECTION 00800**  
**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.
- B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Sixteenth Edition, 2007. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

**Article 1**  
**GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

- 1.1.1 The Contract Documents:** Delete the last sentence of this Subparagraph and substitute the following sentence:

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

- 1.1.9** Add a new Subparagraph as follows:

**COMMISSIONING AUTHORITY PROFESSIONAL**

*A professional independent of the project engineer or architect retained by the owner who manages a quality focused process for enhancing the delivery of the project. The process focuses upon verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.*

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

- 1.5.1** Add a new sentence at the end of this Subparagraph:

*This Paragraph in no way supersedes the Owner's document rights set forth in the Agreement Between the Owner and the Professional.*

- 1.5.3** Add a new Subparagraph as follows: (Added Sept-Dec 2013)

*Transparency. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31- 7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>*

**Article 2**  
**OWNER**

**2.1 GENERAL**

- 2.1.1** Change this Subparagraph to read as follows:

*The Owner, as used in these Documents, refers to the Owner, acting for and on behalf of the State of Mississippi and for the benefit*

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of the Institution, Agency, or 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. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

## 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

### 2.2.5 Change this Subparagraph to read as follows:

*Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary, but in no instance to exceed 1 copy, for the execution of the Work.*

## Article 3 CONTRACTOR

## 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

### 3.3.1 Change the last sentence to read as follows:

*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 Architect shall be responsible for any resulting loss or damage.*

## 3.4 LABOR AND MATERIALS

### 3.4.4 Modify the Subparagraph as follows: (Modified Sept-Dec 2013)

***Employee Status Verification System*** If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

### 3.4.5 Add a new Subparagraph as follows: (Modified Sept-Dec 2013)

*In providing labor for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-17 and Section 31-5-19 of the Mississippi Code of 1972, Annotated.*

### 3.4.6 Add a new Subparagraph as follows: (Modified Sept-Dec 2013)

*In providing materials for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-23 of the Mississippi Code of 1972, Annotated.*

## 3.9 SUPERINTENDENT

### 3.9.2 Change the second line in this Subparagraph to read as follows:

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The Architect shall, within a reasonable time, notify the Contractor in writing of any objection to the proposed superintendent.

**3.15 CLEANING UP**

3.15.2 Change this Subparagraph to read as follows:

*If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.*

**3.16 ACCESS TO WORK**

Change this Paragraph to read as follows:

*The Contractor shall provide the Owner, Architect, Commissioning Authority Professional, and their authorized representatives access to the Work in preparation and progress wherever located.*

**3.18 INDEMNIFICATION**

3.18.3 Modify the Subparagraph as follows: (Modified Sept-Dec 2013)

***Indemnification** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.*

**Article 4  
ARCHITECT**

**4.1 GENERAL**

4.1.4 Add a new Subparagraph as follows:

*The term "Architect," "Engineer," or "Professional" as used in these Documents refers to the Professional firm indicated in Paragraph 5.3.1 of the Standard Form of Agreement Between the Owner and the Contractor who has been directed by the Owner to design and inspect construction of this Project.*

**4.2 ADMINISTRATION OF THE CONTRACT**

4.2.1 Change the first line of this Subparagraph to read as follows:

*The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until the final payment is due and (3) with the Owner's concurrence, from time to time during the one year period for correction of Work described in Section 12.2.*

**Article 5  
SUBCONTRACTORS**

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

5.2.1 Change the first line of this Subparagraph to read as follows: (modified Jan 2017) (see also 600.55; Div 1-01010.1.01.F)

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Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, prior to award of the Contract by the Owner, shall furnish in writing to the Owner through the Professional, the names, disciplines, and COR #'s of Sub-Contractors over Fifty Thousand Dollars (\$50,000.00) (as well as entities who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such list shall also include any Mechanical, Plumbing, or Electrical Sub-Contractor listed on Proposal Form regardless of amount.

**Article 6**

**CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

No supplementary conditions.

**Article 7**

**CHANGES IN THE WORK**

**7.2 CHANGE ORDERS**

**7.2.2 Add a new Subparagraph as follows:**

*The maximum cost included in a 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 acquiesce to the same requirements when participating in a Change Order.*

**7.3 CONSTRUCTION CHANGE DIRECTIVES**

**7.3.9 Delete this Subparagraph in its entirety.**

**Article 8**

**TIME**

**8.1 DEFINITIONS**

**8.1.2 Change this Subparagraph to read as follows:**

*The date of commencement of the Work is the date established in the Notice to Proceed.*

**8.3 DELAYS AND EXTENSIONS OF TIME**

**8.3.1 Change this Subparagraph to read as follows:**

*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 the Architect, or by any employee of 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 Architect determines may justify the delay, then the Contract Time may be extended by Change Order for such reasonable time as the Architect may determine, subject to the Owner's approval. 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.*

**Article 9**

**PAYMENTS AND COMPLETION**

**9.2 SCHEDULE OF VALUES**

Change this Paragraph to read as follows:

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Where the Contract is based on a stipulated sum, the Contractor shall submit to the Architect, at least 10 days 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 or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### 9.3 APPLICATIONS FOR PAYMENT

#### 9.3.1 Add a new sentence to the end of this Subparagraph:

*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 Delete this Subparagraph in its entirety.

#### 9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows: (see also Manual 700.28) (modified Sept-Dec 2013)

*On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney.*

#### 9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

*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 considered due and payable 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.*

#### 9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

*Payment on materials stored at some location other than the building site, may be approved by the Architect 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 stored covering the specific area 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 Architect 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.*

### 9.5 DECISIONS TO WITHHOLD CERTIFICATION

#### 9.5.3 Delete this Subparagraph in its entirety.

### 9.6 PROGRESS PAYMENTS

#### 9.6.2 Change the first line of this Subparagraph to read as follows:

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*The Contractor shall pay each Subcontractor, in accordance with Section 31-5-27 of the Mississippi Code 1972, Annotated, 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.*

9.6.8 Add a new Subparagraph as follows:

*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.*

9.6.8.1 Add a new Clause to Subparagraph 9.6.8 as follows:

*The Contractors shall submit monthly certification, in accordance with Section 31-5-25 of the Mississippi Code 1972, Annotated, on Owner's "Affidavit Certifying Payment to All Subcontractors" form, to the project engineer or architect indicating payments to subcontractors on prior payment request. (attached as Exhibit "A" at the end of Division 0 Section 00800 herein)*

9.6.9 Modify the Subparagraph as follows: (Modified Sept-Dec 2013; SAAS modified 092414)

*The DFA agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the Mississippi Code of 1972, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.*

9.7 **FAILURE OF PAYMENT**

Change this Paragraph to read as follows:

*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 Add the following sentence to the end this Subparagraph to read as follows:

*Commissioning requirements must be complete except for thermographs of electrical systems, trend log monitoring, seasonal testing, near-warranty end activities and verification of training sessions.*

9.8.4 Change the first line this Subparagraph to read as follows:

*When the Work or designated portion thereof is substantially complete and affirmed by the Owner, 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.*

9.10 **FINAL COMPLETION AND FINAL PAYMENT**

9.10.1 Change this Subparagraph to read as follows:

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When, in the opinion of the Contractor, the Work is ready for final inspection and acceptance by the Owner, the Contractor shall make such notice to the Architect in writing.

1. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance by the Owner, the Architect will promptly inspect the Work and compile a list of deficiencies. If, in the Architect's judgment, the Work is not ready for inspection, another inspection will be scheduled.
2. Once the Architect has made inspection and all deficiencies listed by the Architect have been corrected and the Architect determines the Work is ready for final inspection, the Architect will call for final inspection of the Project with the Owner for the purpose of determining whether the Work is acceptable under the Contract Documents.
3. The final inspection shall be conducted in the presence of the Owner and a list of defects or discrepancies, if any, will be compiled into a punch list furnished to all parties.
4. Once corrections of all punch list items have been confirmed by the Architect, the Architect will provide a letter recommending final acceptance of the Work to the Owner.

9.10.2 Change this Subparagraph to read as follows:

*Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual.*

#### 9.11 LIQUIDATED DAMAGES

9.11.1 Add a new Paragraph as follows:

*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 the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner.*

### **Article 10**

#### **PROTECTION OF PERSONS AND PROPERTY**

#### 10.2 SAFETY OF PERSONS AND PROPERTY

10.2.5 Change this Subparagraph to read as follows:

*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 Clauses 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 for Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect 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 Paragraph 3.18.*

#### 10.3 HAZARDOUS MATERIALS

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

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10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

**Article 11  
INSURANCE AND BONDS**

**11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.4 Delete this Subparagraph in its entirety.

11.1.5 Add a new Subparagraph as follows; Modified 11.1.5 BI and PD on 030116 per Code 31-5-51(7) and 31-7-13(v)

*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 Occurrence    |
| 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 Vehicles)*

*Contractor Insurance Option Number 1:*

|                                      |                              |
|--------------------------------------|------------------------------|
| Bodily Injury & Property Damage..... | \$ 500,000.00 Per Occurrence |
|--------------------------------------|------------------------------|

*(Combined Single Limit)*

*Contractor Insurance Option Number 2:*

|                      |                              |
|----------------------|------------------------------|
| Bodily Injury.....   | \$ 250,000.00 Per Person     |
| Bodily Injury.....   | \$ 500,000.00 Per Accident   |
| Property Damage..... | \$ 100,000.00 Per Occurrence |

**.4 EXCESS LIABILITY:**

*(Umbrella on projects over \$500,000)*

|                                      |                           |
|--------------------------------------|---------------------------|
| Bodily Injury & Property Damage..... | \$ 1,000,000.00 Aggregate |
|--------------------------------------|---------------------------|

*(Combined Single Limit)*

**.5 WORKERS' COMPENSATION:**

*(As required by Statute)*

**EMPLOYERS' LIABILITY:**

|               |                              |
|---------------|------------------------------|
| Accident..... | \$ 100,000.00 Per Occurrence |
| Disease.....  | \$ 500,000.00 Policy Limit   |
| Disease.....  | \$ 100,000.00 Per Employee   |

**.6 PROPERTY INSURANCE:**

*Builder's Risk* .....\$ *Equal to Value of Work*  
or  
*Installation Floater* .....\$ *Equal to Value of Work*

**11.1.6 Add a new Subparagraph as follows:**

*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 Add a new Subparagraph as follows:**

*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**

Delete this Paragraph in its entirety and substitute the following:

*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 (BUILDER'S RISK OR INSTALLATION FLOATER)**

**11.3.1 Change the first line in this Subparagraph to read as follows:**

*The Contractor shall purchase....*

**11.3.1.2 Delete this Clause under Subparagraph 11.3.1 in its entirety.**

**11.3.1.3 Change the following Clause in this Subparagraph to read as follows:**

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

**11.3.2 Delete this Subparagraph in its entirety.**

**11.3.3 Delete this Subparagraph in its entirety.**

**11.3.4 Delete this Subparagraph in its entirety.**

**11.3.5 Delete this Subparagraph in its entirety.**

**11.3.6 Delete this Subparagraph in its entirety.**

**11.3.10 Change this Subparagraph to read as follows:**

*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.*

**Article 12  
UNCOVERING AND CORRECTION OF WORK**

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No supplementary conditions.

**Article 13**  
**MISCELLANEOUS PROVISIONS**

**13.1 GOVERNING LAW**

Change this Paragraph to read as follows:

*The Contract shall be governed by the laws of the State of Mississippi.*

**13.5 TESTS AND INSPECTIONS**

**13.5.1** Change the third line of this Subparagraph by adding “*and Commissioning Authority Professional*” after each instance of the word “*Architect*”.

**13.5.3** Change this Subparagraph by inserting “*and the Commissioning Authority Professional’s*” after the word “*Architect*”.

**13.5.5** Change this Subparagraph by adding “*and/or the Commissioning Authority Professional*” after each instance of the word “*Architect*”.

**13.7** Change this Paragraph title and contents to read as follows: (modified Sept-Dec 2013)

**13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**13.7.1** *The Owner and Contractor shall commence all claims and causes of action within the time period specified by applicable state law.*

**Article 14**  
**TERMINATION OR SUSPENSION OF THE CONTRACT**

No supplementary conditions.

**Article 15**  
**CLAIMS AND DISPUTES**

**15.2 INITIAL DECISION**

**15.2.1** Change this Subparagraph to read as follows:

*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 Architect will serve as the Initial Decision Maker. An initial decision by the Initial Decision Maker shall be required as a condition precedent to arbitration or litigation of all Claims between the Contractor and Owner 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 by the Initial Decision Maker. The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.*

**15.2.5** Change the last line of this Subparagraph to read as follows:

*The initial decision shall be final and binding on the parties but subject to arbitration or litigation.*

**15.2.6** Delete this Subparagraph in its entirety.

**15.2.6.1** Delete this Clause in its entirety.

**15.3 MEDIATION**

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- 15.3.1 Delete this Subparagraph in its entirety.
  - 15.3.2 Delete this Subparagraph in its entirety.
  - 15.3.3 Delete this Subparagraph in its entirety.

#### 15.4 **ARBITRATION**

- 15.4.1 Delete this Subparagraph in its entirety.
    - 15.4.1.1 Delete this Clause in its entirety.
    - 15.4.1.2 Delete this Clause in its entirety.
  - 15.4.2 Delete this Subparagraph in its entirety.
  - 15.4.3 Delete this Subparagraph in its entirety.
  - 15.4.4 Delete this Subparagraph in its entirety.
- 15.5 Add a new Paragraph as follows:

##### ***ARBITRATION PROCEDURES FOR THE OWNER***

*All matters of dispute arising out of any agreement with the Owner 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 Owner 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 Add a new Subparagraph as follows:

##### ***CONDITIONS PRECEDENT TO ARBITRATION***

- .1 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 Head of the Owner's Agency 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.*
- .2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Deputy Director of the Owner. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Deputy Director, oral testimony may be had on the matter.*

- 15.5.2 Add a new Subparagraph as follows:

***REQUESTS FOR ARBITRATION:*** *Within thirty (30) days of a claim being rejected in writing by the Deputy Director of the Owner, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Head of the Owner's Agency. 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 (\$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*

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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 Add a new Subparagraph as follows:

**SELECTION OF ARBITRATORS:** Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. One (1) member shall be appointed by the Head of the Owner's Agency. One (1) member shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.

15.5.4 Add a new Subparagraph as follows:

**HEARINGS:** All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless another location is mutually agreed to by the parties. 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 Add a new Subparagraph as follows:

**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 Add a new Subparagraph as follows:

**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 Add a new Subparagraph as follows:

**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 Add a new Subparagraph as follows:

**SECRETARY FOR THE ARBITRATORS:** All notices, requests, or other correspondence intended for the arbitrators shall be sent to the Head of the Owner's Agency.

**AFFIDAVIT CERTIFYING  
PAYMENT TO ALL SUBCONTRACTORS**

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors on prior payment requests. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for Work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Application for Payment #1. I understand that the Owner reserves the right to require me, the undersigned, to provide verification of payment and/ or additional information.

**Division 0**  
Section 00800 SUPPLEMENTARY CONDITIONS  
Article 9.6 Progress Payments  
Article 9.6.8.1

Pursuant to Code §31-5-25 and HB1562, Laws of 2002  
*... Contractors shall submit monthly certification to the project engineer or architect indicating payments to subcontractors on prior payment request. ...*

Project Name and Number: \_\_\_\_\_

Using Agency: \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Page 2 of 2  
Affidavit Certifying Payment Form

Subcontractor: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

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Subcontractor: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

(Attach additional list of subcontractors and amounts, if necessary)

Contractor Name and Title: \_\_\_\_\_

Contractor Certificate of Responsibility Number: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

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**LABOR REQUIREMENTS  
SECTION 00820**

**PART 1 - EQUAL OPPORTUNITY**

**1.01 GENERAL**

The Contractor will maintain policies of employment as follows:

- A. The Contractor and all Subcontractors will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
  
- B. The Contractor and all Subcontractors will, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants receive consideration for employment without regard to race, religion, color, sex, national origin or age.

**PART 2 - FEDERAL REQUIREMENTS**

**2.01 APPLICABILITY**

When project funding includes Federal funds, the applicable Federal Labor Standards Provisions will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special provisions shall apply.

**PART 3 - WAGE RATES**

**3.01 GENERAL**

When project funding includes Federal funds, the applicable Federal Government Wage Determinations will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special wages shall apply.

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**ADDENDA  
SECTION 00900**

**1.01 ADDENDA**

Any Addendum issued on this Project will be included in Section 00900 and become a part of the *Standard Form of Agreement*.

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**SUMMARY OF WORK  
SECTION 01010**

**1.01 WORK COVERED BY CONTRACT DOCUMENTS**

- A. **Work Covered:** Work covered by the Contract Documents is as shown in drawings and described in words in the Project Manual. The Project Title and location is indicated on the first page of this Project Manual.
- B. **Start of Work:** Work shall be started immediately upon issuance of a *Notice to Proceed*. Prior to this, all Contracts and beginning documents will have been executed and insurance in force.
- C. **Time of Completion:** The completion of this Work is to be on, or before, the time indicated in the *Standard Form of Agreement Between the Owner and the Contractor*.
- D. **Contractor's Duties:**
1. Except as specifically noted, provide and pay for:
    - a. Labor, materials and equipment.
    - b. Tools, construction equipment and machinery.
    - c. Water, heat and utilities required for construction.
    - d. Other facilities and services necessary for proper execution and completion of the Work.
  2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
  3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of the receipt of the bids:
    - a. Permits.
    - b. Government fees.
    - c. Licenses.
  4. Give required notices.
  5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
  6. Promptly submit written notice to Professional of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for work known to be contrary to such requirements, without notice.
  7. Enforce strict discipline and good order among employees. Do not employ or work unfit persons, or persons, not skilled in assigned task.
  8. Provide a written safety plan.
- E. **Hazardous Materials:** The Prime General Contractor is responsible for the removal and disposal of any hazardous materials encountered in the performance of the Contract requirements. Hazardous Containing Materials [HCM] include, but are not limited to, Asbestos and Lead Paint and should be identified and removed as a part of the Contract. The absence of details does not relieve the Prime General Contractor from the responsibility of removal and disposal; but, a Change Order could be executed in the absence of identified HCM in the documents.
- F. **Subcontractor's List:** The Prime General Contractor will submit to the Owner a list of all Subcontractors, including disciplines and COR #'s, over Fifty Thousand Dollars (\$50,000.00) to be used on the Project prior to contract award by the Owner. Any Sub-Contractor listed must be acceptable to the Owner. Additionally, include any Mechanical, Plumbing, or Electrical Sub-Contractor listed on Proposal Form regardless of amount. (Modified Jan 2015)  
The Prime General Contractor will submit to the Owner within seven (7) days from the Notice to Proceed, a completed *Minority Tracking Form* (attached as Exhibit "A" at the end of Division 1 Section 01900) outlining the use of minority subcontractors that will be used on the project.
- G. **Coordination:** The Prime General Contractor is responsible for the coordination of the total project. All other Prime Contractors and all Subcontractors will cooperate with the Prime General 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 01041 entitled *Project Coordination*.

---

1.02 **CONTRACTS**

- A. **Contracts:** Construct work under a single Prime General Contract. Refer to Section 00500 entitled *Standard Form of Agreement Between the Owner and the Contractor*.

1.03 **WORK BY OTHERS**

Work by Others shall be described in each appropriate Project Manual section and noted on the Drawings.

1.04 **OWNER-FURNISHED PRODUCTS**

- A. **Products Furnished By Owner:** Products furnished by Owner shall be described in each appropriate Project Manual section and noted on the Drawings.
- B. **Products:** Delivered and unloaded at site.
- C. **Owner's Duties:**
1. Schedule delivery date with Supplier in accordance with construction schedule.
  2. Obtain installation drawings and instructions.
  3. Submit claims for transportation damages.
  4. Arrange Guarantees, Warranties, etc..
- D. **Contractor's Duties:**
1. Designate required delivery date for each product in construction schedule.
  2. Promptly inspect delivered products, report missing, damaged, or defective items.
  3. Handle at site, including uncrating and storage.
  4. Protect from exposure to elements and from damage.
  5. Repair or replace damaged items resulting from Contractor's operations.
  6. Install and make final connections.

1.05 **CONTRACTOR'S USE OF PREMISES**

- A. Confine operations at site to areas permitted by:
1. Law.
  2. Ordinances.
  3. Permits.
  4. Contract Documents.
  5. Owner.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of Owner or other Contractors.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Limit use of site for work and storage to the area indicated in the drawings.

1.06 **SUMMARY OF WORK SUPPLEMENT**

- A. Refer to Section 01900 entitled *Division One Supplement* for Project specific summary of work requirements.

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**ALLOWANCES  
SECTION 01020**

**1.01 DESCRIPTION**

- A. **Related Work Specified Elsewhere:** Sections of Specifications as listed under Schedule of Allowances.
  
- B. **Allowances for Products:**
  - 1. Purchase products under each allowance as directed by the Professional.
  - 2. Amount of each allowance includes:
    - a. Net cost of product.
    - b. Delivery and unloading at site.
    - c. Applicable taxes.
  - 3. In addition to amounts of allowances, include in bid, for inclusion in Contract sum, Contractor's costs for:
    - a. Handling at site, including uncrating and storage.
    - b. Protection from elements and damage.
    - c. Labor, installation and finishing.
    - d. Other expenses required to complete installation.
    - e. Overhead and profit.
  
- C. **Selection of Products:**
  - 1. **Architect's Duties:** Consult with Contractor in consideration of products and Suppliers; make selections, designate products to be used; and, notify Contractor in writing.
  - 2. **Contractor's Duties:** Assist Professional in determining qualified Suppliers; obtain proposals from Suppliers when requested by the Professional; and, make appropriate recommendations for consideration of the Professional. Upon notification of selection, enter into Purchase Agreement with designated Supplier.
  
- D. **Delivery:** The Contractor is responsible for arranging all delivery and unloading and should promptly inspect products for damage or defects and submit claims for transportation damage.
  
- E. **Installation:** Comply with requirements of referenced specification section.
  
- F. **Adjustment of Costs:** Should actual purchase cost be more, or less, than the specified allowance amount, the Contract Sum will be adjusted by Change Order equal to the amount of the difference.

**1.02 SCHEDULE OF ALLOWANCES**

- A. Refer to Section 01900 entitled *Division One Supplement* for Project specific Schedule of Allowances.

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**SCHEDULE OF VALUES  
SECTION 01025**

**1.01 DESCRIPTION**

- A. **Scope:** The Schedule of Values will be the Contractor's Unit Price bid.
- B. ~~**Form of Submittal:** Submit Schedule of Values on AIA Document G703, or computer generated form containing similar style, using Table of Contents of these Specifications as basis for format for listing costs of work for sections under Divisions 2-16. Identify each line item with number and title as listed in Table of Contents in these Specifications.~~
- C. ~~**Preparing Schedule of Values:**~~
- ~~1. Itemize separate line item cost for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, temporary facilities and controls.~~
  - ~~2. Itemize separate line item cost for work required by each Section of these Specifications. Break down installed cost with overhead and profit.~~
  - ~~3. For each line item which has installed value of more than \$20,000, break down costs to list major products for operations under each item, rounding figures to nearest dollar. Make sum of total costs of all items listed in Schedule equal to total Contract sum.~~
- D. ~~**Preparing Schedule of Unit Material Values:**~~
- ~~1. Submit separate Schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: cost of material, delivery, unloading at site, and sales tax.~~
  - ~~2. Make sure unit prices multiplied by quantities equal material cost of that item in Schedule of Values.~~
- E. ~~**Review and Resubmittal:** After Professional's review, if requested, revise and resubmit Schedule of Values in same manner.~~

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**APPLICATIONS FOR PAYMENT  
SECTION 01027**

**1.01 SCOPE**

- A. This Section describes procedures for preparing and submitting Applications for Payment by the Contractor.

**1.02 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 typewritten form
2. Execute certification by signature of authorized officer
3. Use data from approved *Schedule of Values*. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.
5. Prepare Application for Final Payment as specified in Section 01700 entitled *Contract Closeout*.

**C. Submittal Procedures**

1. Submit original and one (1) copy of each Application for Payment
2. Submit an updated construction schedule with each Application for Payment as described in Section 01310 entitled *Progress Schedule* or Section 01311 entitled *Network Analysis Schedules*.
3. Submit requests for payment at intervals agreed upon by the Professional, Owner and Contractor.
4. Submit requests to the Professional 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 (1) copy of the data with a cover letter for each submittal.
3. Indicate the Application number, date and line item number and description.

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**CHANGE ORDER PROCEDURES  
SECTION 01028**

**1.01 SCOPE**

- A. This Section describes the procedures for processing Change Orders by the Professional and the Contractor.

**1.02 CHANGE ORDER PROCEDURES**

- A. **Change Proposed by Professional:** The Professional 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 will prepare and submit an estimate within ten (10) days.
- B. **Change Proposed by Contractor:** The Contractor may propose a change by submitting a request for change to the Professional, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01630 entitled *Substitutions and Product Options*.
- C. **Contractor's Documentation:**
1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
  2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
  3. On request, provide additional data to support computations:
    - a. Quantities of products, labor, and equipment
    - b. Taxes, insurance and bonds
    - c. Overhead and profit
    - d. Justification for any change in Contract Time
    - e. Credit for deletions from Contract, similarly documented
  4. Support each claim for additional costs, and for Work completed on a time and material basis, with additional information:
    - a. Origin and date of claim
    - b. Dates and times 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 Professional 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. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time. The change in Work will be promptly executed.
- E. **Format:** The Professional will prepare five (5) originals of the Change Order using the Owner's *Change Order Form*. (see also 700.20)
- F. **Types of Change Orders:**
1. **Stipulated Sum Change Order:** Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Professional.
  2. **Unit Price Change Order:** For pre-determined unit prices and quantities, the Change Order 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.
  3. **Time and Material Change Order:** 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 Professional 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:** The Professional will issue Change Orders for signatures of parties as provided in the *Standard Form of Agreement Between the Owner and the Contractor*. Final execution of all Change Orders requires approval by the Owner.
  
  - H. **Correlation of Contractor Submittals:** The Contract shall promptly revise *Schedule of Values* and the *Application for Payment* forms to record each authorized Change Order 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.

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**ALTERNATES  
SECTION 01030**

**1.01 DESCRIPTION**

- A. **Scope:** This section describes the changes to be made under each alternate.
- B. **General:** The referenced Specification sections contain the pertinent requirements for materials and methods to achieve the work described herein. Coordinate related work and modify surrounding work, as required, to complete the Project under each alternate designated in the Contract.

**1.02 DESCRIPTION OF ALTERNATES**

- A. Refer to Section 01900 entitled *Division One Supplement* for Project specific description of project Alternates.

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**PROJECT COORDINATION  
SECTION 01041**

**1.01 DESCRIPTION**

- A. **Scope:** To set forth procedures, conditions and responsibility for coordination of the total project.
- B. **Project Coordinator:** The General Contractor will designate one (1) individual as Project Coordinator or Superintendent, as referred to in the General Conditions. Prior to beginning the Work, the name and qualifications will be submitted, in writing, to the Professional. Upon the approval of the Professional and the Owner, the Project Coordinator will remain until the Project is completed and cannot be removed during construction without the written consent of the Owner and the Professional.

**1.02 DUTIES OF PROJECT COORDINATOR**

- A. **General:**
  - 1. **Coordination:** Coordinate the work of all Subcontractors and Material Suppliers.
  - 2. **Supervision:** Supervise the activities of every phase of work taking place on the Project.
  - 3. **Mechanical/Electrical:** Take special care to coordinate and supervise the work of the plumbing, heating and cooling and electrical Subcontractors.
  - 4. **Communication:** Establish lines of authority and communication at the job site.
  - 5. **Location:** The Project Coordinator must be present on the job all of the time.
  - 6. **Permits:** Assist in obtaining building and special permits required for construction.
- B. **Interpretations of Contract Documents:**
  - 1. **Consultation:** Consult with Architects and Engineers to obtain interpretations.
  - 2. **Assistance:** Assist in resolution of any questions.
  - 3. **Transmision:** Transmit written interpretations to concerned parties.
- C. **Cessation of Work:** Stop all work not in accordance with the requirements of the Contract Documents.
- D. **Division One:** Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:
  - 1. **Cutting and Patching:** Supervise and control all cutting and patching of other trades' work.
  - 2. **Project Meetings:** Schedule and preside at all project meetings.
  - 3. **Construction Schedules:** Prepare and submit all construction schedules; supervise work to monitor compliance with schedules.
  - 4. **Shop Drawings, Product Data and Samples:** Administer the processing of all submittals required by the Project Manual.
  - 5. **Schedule of Values:** Assist in preparation and be knowledgeable of each entry in the Schedule of Values.
  - 6. **Testing:** Coordinate all required testing.
  - 7. **Temporary Facilities and Controls:** Allocate, maintain and monitor all temporary facilities.
  - 8. **Substitutions and Product Options:** Administer the processing of all substitutions.
  - 9. **Project Closeout:** Conduct final inspections and assist in collection and preparation of closeout documents.
  - 10. **Cleaning:** Direct and execute a continuing cleaning program throughout construction, requiring each trade to dispose their own debris.
  - 11. **Project Record Documents:** Maintain up-to-date project record documents.
  - 12. **Safety Measures:** Plan and enforce all safety requirements.
- E. **Changes:** Recommend and assist in the preparation of requests to the Professional for any changes in the Contract.
- F. **Application for Payment:** Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

**1.03 SUBCONTRACTOR'S DUTIES**

- A. **General:** The Subcontractor is responsible for coordinating and supervising employees in the work to be accomplished under their part of the Contract.
- B. **Schedules:** Conduct work to assure compliance with construction schedules.

---

C. **Suppliers:** Transmit all instructions to Material Suppliers.

D. **Cooperation:** Cooperate with the Project Coordinator and other Subcontractors.

1.04 **OWNER-PURCHASED PRODUCTS**

A. **General:** Cooperate, accept delivery, arrange storage and protect Owner-purchased products until installation, or final acceptance.

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**CUTTING AND PATCHING  
SECTION 01045**

**1.01 GENERAL DESCRIPTION**

- A. **Scope:** To set forth broad, general conditions covering cutting and patching that applies to everyone and everything on the job.
- B. Execute cutting including excavating, fitting, or patching of work required to:
  - 1. Make several parts fit properly.
  - 2. Uncover work to provide for installation of ill-timed work.
  - 3. Remove and replace defective work.
  - 4. Remove and replace work not conforming to Contract requirements.
  - 5. Install specified work in existing construction.
- C. In addition to Contract requirements, upon Professional's written instructions:
  - 1. Uncover work for observation of covered work.
  - 2. Remove samples of installed materials for testing.
  - 3. Remove work to provide alteration of existing work.
- D. Do not cut or alter work of another Contractor without permission.
- E. **Payment of Costs:** Costs caused by ill-timed, or defective work, or work not conforming to Contract Documents will be borne by party responsible for ill-timed, defective work, or non-conforming work.

**1.02 MATERIALS/PRODUCTS**

- A. **Materials for Replacement or Work Removed:** Comply with Specifications for type of work to be accomplished.

**1.03 EXECUTION**

- A. **Inspection:** Inspect existing conditions of work, including elements subject to movement, or damage during cutting and patching.
- B. **Preparation Prior to Cutting:** Provide shoring, bracing and support, as required, to maintain structural integrity of the building. Provide protection for other portions of work and protection from the elements.
- C. **Performance:**
  - 1. Execute cutting and demolition by methods which prevent damage to other work and will provide surfaces to receive installation of repairs and new work.
  - 2. Execute excavating and backfilling by methods which prevent damage to other work and prevent settlement.
  - 3. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.
  - 4. Refinish entire surfaces, as necessary, to provide an even finish. Refinish continuous surfaces to the nearest intersection and assemblies entirely.

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**PROJECT MEETINGS  
SECTION 01200**

**1.01 DESCRIPTION**

- A. **Contractor's Responsibilities:** The General Contractor will administer all progress meetings which include the following:
1. Prepare agenda
  2. Distribute written notice of meetings seven (7) days in advance
  3. Make physical arrangements for and presiding at the meetings
  4. Record minutes
  5. Distribute copies of the minutes to participants within four (4) days
- B. **Pre-Construction Meeting:** The Owner will schedule a pre-construction meeting as soon as possible after the award of Contract and the issuance of a *Notice to Proceed*.
1. **Attendance:**
    - a. Owner
    - b. Professional and Consultants
    - c. General Contractor
    - d. Major Subcontractors, including mechanical and electrical
    - e. Representatives of governmental, or other regulatory agencies
    - f. Commissioning Authority Professional (if Cx on project)
  2. **Minimum Agenda:** (prepared by the General Contractor)
    - a. Distribute and discuss list of major Subcontractors and construction schedule
    - b. Critical work sequencing
    - c. Designation of responsible personnel
    - d. Procedures for maintaining record documents
    - e. Use of premises, including office and storage areas
    - f. Owner's requirements
    - g. Security procedures
    - h. Housekeeping procedures
    - i. Commissioning issues (if Cx on project)
  3. **Utilities:** A written agreement must be reached on how all utilities will be furnished and the rates the Contractor will be charged. This agreement should be resolved at this meeting. Refer to Section 1500 entitled *Construction Facilities and Temporary Controls* of this Project Manual for additional utility requirements.
- C. **Progress Meetings:**
1. The Owner will schedule regular meetings at the time of the pre-construction conference
  2. Hold all meetings as progress of work dictates
  3. **Attendance:**
    - a. Owner
    - b. Professional and Consultants
    - c. General Contractor
    - d. Subcontractors, as pertinent to the agenda
    - e. Commissioning Authority Professional (if Cx on project)
  4. **Minimum Agenda:**
    - a. Review, approve minutes of the previous meeting
    - b. Review work progress since last meeting
    - c. Note field inspections, problems and decisions
    - d. Identify problems which impede planned progress
    - e. Review off-site fabrication problems
    - f. Revise construction schedule, as indicated
    - g. Plan progress during the next work period
    - h. Review proposed changes
    - i. Complete other current business
    - j. Commissioning issues (if Cx on project)

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- D. Commissioning Meetings: (if Cx on project) The Owner will schedule a commissioning scoping meeting at the pre-construction conference. Regular Commissioning Meetings will coincide with regularly scheduled Progress Meetings until such time that the Commissioning Process requires additional meetings. The Commissioning Authority Professional will chair, facilitate and document Commissioning Meetings.
1. Attendance:
    - a. Owner
    - b. Commissioning Authority Professional
    - c. Professional and Consultants
    - d. General Contractor
    - e. Subcontractors, as pertinent to unresolved issues identified in current Issues Log
    - f. Testing, Adjusting and Balancing Contractor
    - g. Using Agency's Building Operator/Physical Plant Representative
  2. Minimum Agenda:
    - a. Review, approve minutes of the previous meeting
    - b. Review Issues Log

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**PROGRESS SCHEDULES  
SECTION 01310**

**1.01 DESCRIPTION**

- A. **Scope:** Provide projected construction schedules for entire work and revise periodically. The following is a minimum requirement and other type schedules are acceptable with Owner's approval. This type of schedule is acceptable for any Project whose initial Contract award amount if **less than** one (1) million dollars (\$1,000,000).
- B. **Form of Schedules:** Prepare in form of horizontal bar chart.
1. Provide separate horizontal bar column for each trade or operation.
  2. Place in order of the Table of Contents of Specifications.
  3. Identify each column by major Specification section number.
  4. Identify the first work day of each week by horizontal time scale.
  5. Scale and space to allow for updating.
- C. **Contents of Schedule:**
1. Provide complete sequence of construction by activity.
  2. Indicate dates for beginning and completion of each stage of construction.
  3. Identify work of separate floors, separate phases, or other logically grouped activities.
  4. Show projected percentage of completion for each item of work as of first day of month.
- D. **Updating:**
1. Show all changes occurring since previous submission of updated schedule.
  2. Indicate progress of each activity and completion dates.
- E. **Submittals:**
1. Submit initial schedules to the Professional within fifteen (15) days after date of Notice to Proceed.
  2. Submit to Professional periodically updated schedules accurately depicting progress to first day of each month.
  3. Submit two (2) copies, one (1) to be retained by the Professional and the other forwarded to the Owner.

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**NETWORK ANALYSIS SCHEDULE  
SECTION 01311**

**1.01 DESCRIPTION**

- A. **Scope:** Provide projected network analysis schedules for the entire Work and revise periodically. This type of schedule is acceptable for any Project whose initial Contract award amount is one million dollars (\$1,000,000), or greater.

**1.02 REFERENCES**

- A. **CPM in Construction:** The latest edition of the Manual entitled **The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry**, published by the Associated General Contractors of America (AGC) - Washington, D.C. shall be used.

**1.03 QUALITY ASSURANCE**

- A. **Contractor's Administrative Personnel:** Two (2) years minimum experience in using and monitoring CPM schedules on comparable Projects is required.

**1.04 FORMAT**

- A. **Listings:** Reading from left to right, in ascending order for each activity, identify each activity with the applicable specification section number.
- B. **Diagram Sheet Size:** Height and width as required.
- C. **Scale and Spacing:** To allow for notations and revisions.

**1.05 SCHEDULES**

- A. **Critical Path Methods:** Prepare network analysis diagrams and supporting mathematical analyses using the *Critical Path Method* under *Concepts and Methods* as outlined in the AGC's **The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry**.
- B. **Order of Work:** Illustrate order and interdependence of activities and sequence of Work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. **Complete Sequence of Construction:** Illustrate complete sequence of construction by activity, identifying work of separate stages. Provide dates for submittals and return of submittals; dates for procurement and delivery of products; and dates for installation and provision for testing. Provide legend for symbols and abbreviations used.
- D. **Mathematical Analysis:** Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
1. Preceding and following event numbers
  2. Activity description
  3. Estimated duration of activity, in maximum thirty (30) day intervals
  4. Earliest start date
  5. Earliest finish date
  6. Actual start date
  7. Actual finish date
  8. Latest start date
  9. Latest finish date
  10. Total and free float
  11. Monetary value of activity (keyed to *Schedule of Values*)
  12. Percentage of activity completed
  13. Responsibility
- E. **Analysis Program:** Capable of compiling monetary value of completed and partially completed activities, of

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accepting revised completion dates, and recomputation of all dates and floats.

- F. **Required Sorts:** List activities in sorts or groups:
1. By preceding work item or event number from lowest to highest
  2. By amount of float, then in order of early start
  3. By responsibility in order of earliest possible start date
  4. In order of latest allowable start dates
  5. In order of latest allowable finish dates
  6. Contractor's periodic payment request sorted by *Schedule of Values* listings, Specifications section
  7. Listing of basic input data which generates the report
  8. Listing of activities on the critical path
  9. Monthly cash flow
- G. **Schedule of Values:** Coordinate contents with *Schedule of Values* in Section 01300.

1.06 **SUBMITTALS FOR REVIEW**

- A. **Preliminary Network Diagram:** Within fifteen (15) days after the date established in the *Notice to Proceed* submit proposed preliminary network diagram defining planned operations for the first sixty (60) days of Work, with a general outline for the remaining Work.
- B. **Review:** Participate in review of preliminary and complete network diagrams jointly with the Professional.
- C. **Proposed Complete Network Diagram:** Within twenty (20) days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that mechanical and electrical Subcontractors have reviewed and accepted proposed schedule.
- D. **Complete Network Diagram:** Within ten (10) days after joint review, submit complete network analysis consisting of network diagrams and mathematical analysis.
- E. **Updated Network Schedules:** Submit updated network schedules with each Application for Payment.
- F. **Copies:** Submit the number of opaque reproductions the Contractor requires, plus two (2) copies which will be retained by the Professional and the Owner.

1.07 **REVIEW AND EVALUATION**

- A. **Review:** Participate in joint review and evaluation of network diagrams and analysis with the Professional at each submittal.
- B. **Evaluate:** Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. **Revisions:** After review and approval of the Professional, revise as necessary as a result of the review and resubmit within ten (10) days.

1.08 **UPDATING SCHEDULES**

- A. **Schedules:** Maintain schedules to record actual start and finish dates of completed activities.
- B. **Progress:** Indicate progress of each activity to date of revision, with projected completion date of each activity. Update diagrams to graphically depict current status of Work.
- C. **Modifications:** Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. **Changes:** Indicate changes required to maintain Date of Substantial or Total Completion. These changes will be made only with the approval of the Professional.

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- E. **Extensions:** Contract completion time will be adjusted only for causes specified in the Contract. Requests for an extension of the contract completion date by the Contractor shall be supported with a justification, CPM data and supporting evidence as the Owner may deem necessary for determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the Contract. Submission of proof based on revised activity logic duration and costs is obligatory to any approvals. The schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved in the request. The Owner's determination as to the total number of days of contract extension shall be based upon the current computer-produced calendar-dated schedule for the time period in question and all other relevant information. Actual delays in activities which, according to the computer-produced calendar-dated schedule, do not affect the extended and predicted contract completion dates shown by the critical path in the network, will not be the basis for a change to the contract completion date. The Owner will, within a reasonable time after receipt of such justification and supporting evidence, review the facts and advise the Contractor in writing of the Owner's decision. The Contractor shall submit each request for a change in the contract completion date to the Owner. The Contractor shall include as a part of each change order proposal, a sketch showing all CPM revisions, duration changes, and cost changes, for the work in question and its relationship to other activities on the approved arrow diagram.
  - F. **Substantiate:** Submit sorts required to support recommended changes.
  - G. **Report:** Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

1.09

**DISTRIBUTION**

- A. **Distribution of Copies:** Following joint review, distribute copies of updated schedules to Contractor's Project site, to Subcontractors, Suppliers, Professional and Owner.
- B. **Reporting Problems:** Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

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**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**  
**SECTION 01340**

**1.01 DESCRIPTION**

- A. **Scope:** Submit to the Professional shop drawings, product data and samples required by Specification sections. Submit an additional copy of shop drawings, product data and samples related to items/systems identified to be commissioned to the Commissioning Authority Professional to be reviewed concurrently with the Professional. (if Cx on project).
- B. **Shop Drawings:** Original drawings prepared by Contractor, Subcontractor, Supplier, or Distributor which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details.
1. Prepared by a qualified detailer.
  2. Identify details by reference to sheet and detail numbers shown on Contract drawings.
  3. Minimum sheet size: 8 1/2" x 11"
  4. Reproductions for submittals: Opaque diazo prints.
- C. **Product Data:**
1. **Manufacturer's Standard Schematic Drawings:** Modify drawings to delete information which is not applicable to the Project. Supplement standard information to provide additional information applicable to the Project.
  2. **Manufacturer's Catalog Sheets, Brochures, Diagrams, Schedules, Performance Charts, Illustrations and Other Standard Descriptive Data:** Clearly mark each copy to identify pertinent materials, products, or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.
- D. **Samples:** Physical examples to illustrate materials, equipment or workmanship and to establish standard by which completed work is judged.
1. **Office Samples:** Of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples. After review, samples remain the property of the Professional until completion of the construction project.
  2. **Field Samples and Mock-ups:** Erect on project site at location acceptable to Professional. Construct each sample, or mock-up, completely including work of all trades required in finished work.
- E. **Contractor's Responsibilities:**
1. Review shop drawings, product data and samples prior to submission.
  2. Verify field measurements, field construction criteria, catalog numbers and similar data.
  3. Coordinate each submittal with requirements of work and of Contract Documents.
  4. Contractor's responsibility for errors and omissions in submittals is not relieved by the Professional's review of submittals.
  5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Professional's review of submittals unless Professional gives written acceptance of specific deviations.
  6. Notify Professional in writing at the time of submission of deviations in submittals from requirements of Contract Documents.
  7. Begin no work requiring submittals until the return of submittals bearing Professional's stamp and initials, or signature indicating review.
  8. After Professional's review, distribute copies.
- F. **Submission Requirements:**
1. Schedule submission with ample time before dates reviewed submittals will be needed.
  2. Submit number of copies of shop drawings and product data which Contractor requires for distribution, plus one (1) copy to be retained by the Professional.
  3. Submit number of samples specified in each Specification section.
  4. Accompany submittals with transmittal letter, in duplicate, containing date, 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.
  5. Submittals shall include:
    - a. Date and revision dates.
    - b. Project title and number.

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- c. The names of the Professional, Contractor, Supplier, Manufacturer and separate detailer, when pertinent.
  - d. Identification of product, or material.
  - e. Relation to adjacent structure, or materials.
  - f. Field dimensions clearly identified as such.
  - g. Specification section number.
  - h. Applicable standards such as ASTM number, or federal specifications.
  - i. A blank space (2" x 3") for the Professional's stamp.
  - j. Identification of deviations from Contract Documents.
  - k. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements and compliance with Contract Documents.
- G. **Resubmission Requirements:**
- 1. **Shop Drawings:** Revise initial drawings, as required, and resubmit as specified for initial submittal. Indicate on the drawings any changes which have been made other than those required by the Professional.
  - 2. **Product Data and Samples:** Submit new data and samples, as required, for initial submittal.
- H. **Distribution of Submittals After Review:**
- 1. Distribute copies of shop drawings and product data which carry Professional's stamp to Contractor's file, job site file, Subcontractor, Supplier and Fabricator.
  - 2. Distribute samples as directed.
- I. **Professional's Duties:**
- 1. Review submittals with reasonable promptness.
  - 2. Review for design concept of Project and information given in Contract Documents.
  - 3. Review of separate item does not constitute review of an assembly in which item functions.
  - 4. Affix stamp and initials, or signature, certifying the review of submittal.
  - 5. Return submittals to Contractor for distribution.

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**TESTING LABORATORY SERVICES  
SECTION 01410**

**1.01 DESCRIPTION**

- A. **Scope:** The Contractor will employ and pay for the services of an independent laboratory to perform specified services. Employment of a testing laboratory shall in no way relieve the Contractor of his obligation to perform work in accordance with the Contract.
- B. **Inspection, Sampling and Testing:** Refer to each individual specification section for specific inspection, sampling and testing requirements.
- C. **Qualification of Laboratory:**
1. Meet the *Recommended Requirements for Independent Laboratory Qualification* published by the American Council of Independent Laboratories.
  2. Meet the basic requirements of ASTM E 329-70, *Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction*.
  3. **Responsible Engineer:** Perform all testing under the direct supervision of a registered Professional engineer employed full time by the testing laboratory.
  4. **Submittals:** Submit a copy of the inspection report of the facilities made by materials reference laboratory of National Bureau of Standards of any deficiencies reported by the inspection.
  5. **Approval:** The Professional must approve the testing laboratory.
- D. **Laboratory's Duties:**
1. Upon notice, cooperate with the Professional and the Contractor to promptly provide qualified personnel. Perform specified inspections, sampling and testing of materials and methods of construction to ascertain compliance with requirements of Contract Documents. Promptly notify the Professional and the Contractor of irregularities or deficiencies of work observed during performance of services.
  2. Reports of inspections and tests will include:
    - a. Date issued
    - b. Project title and number
    - c. Testing laboratory's name and address
    - d. Name and signature of inspector
    - e. Date of inspection, or sampling
    - f. Record of temperature and weather
    - g. Date of test
    - h. Identification of product and Specification section
    - i. Location of Project
    - j. Type of inspection, or test
    - k. Observations regarding compliance with Contract Documents
  3. Prompt distribution of copies of the inspection reports and tests to:
    - a. Owner
    - b. Professional
    - c. General Contractor
    - d. Consulting Engineer, when pertinent
    - e. Subcontractor, when pertinent
- E. **Contractor's Responsibilities:**
1. Cooperate with laboratory personnel to provide access to work and to manufacturer's operation. Provide the laboratory with the required quantities of preliminary samples representative of materials to be tested and required quantities. When required, furnish copies of mill test reports. Furnish laboratory casual labor to obtain and handle samples at the site and to facilitate inspections and tests. Provide facilities for laboratory's exclusive use for storage and curing of test samples. Notify laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
  2. Arrange and pay for additional samples and tests required for Contractor's convenience. When initial tests indicate work does not comply with Contract Documents, the Contractor may employ and pay for the services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing.

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**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**  
**SECTION 01500**

**1.01 DESCRIPTION**

- A. **Scope:** Work required under this section consists of all temporary construction facilities, services and related items to complete the work indicated on the drawings and described in the Project Manual.
- B. **Standards:**
  - 1. Conform to or exceed all temporary construction requirements stated in the current edition of the **Standard Building Code** [Chapter entitled *Safeguards During Construction*].
  - 2. Refer to Article 10.1.1 in Section 00700 entitled *General Conditions*.
- C. **Materials:** All materials required by the Work of this section shall be as specified in the respective sections.

**1.02 FACILITIES AND CONTROLS**

- A. **Access:** The Prime General Contractor shall provide an adequate access and/or roads to the site of the structure, if required for the prosecution of work; and, should also provide and maintain at least one (1) temporary, or permanent, access to each working elevation to be permanently occupied.
- B. **Hoisting Facilities:** The Prime General Contractor shall be responsible for providing suitable capacity and hoisting facilities for all people and materials. The use of the hoisting facilities shall be by mutual agreement of the Prime General Contractor and the individual Contractor.
- C. **Field Office and Sheds:** At all times, the Prime General Contractor shall provide and maintain a weatherproof office with telephone, which may also be used by Subcontractors, the Owner and the Professional. Office location will be approved by the Owner. Each general and individual Contractor shall provide suitable watertight/dampproof sheds to house their construction materials.
- D. **Sanitation Facilities:** The Prime General Contractor is responsible for furnishing adequate temporary toilet facilities on the job site.
- E. **Drinking Water:** The Prime General Contractor shall provide at all times sanitary drinking water facilities for all workmen on the job including ice, when required, and paper cups, etc.
- F. **Fire Protection:** The Prime General Contractor shall provide general temporary fire protection. Subcontractors will be responsible for their own.
- G. **Storage:** The Prime General Contractor shall coordinate the allocation of storage areas to the various Subcontractors.
- H. **Temporary Heat:** The Prime General Contractor shall provide heat, fuel and services, as necessary, to protect all work from dampness and cold until final acceptance. If in the late stages of the construction, mechanical and electrical installations will permit, the mechanical and electrical facilities may be used to provide heat and ventilation. However, the Owner is saved harmless of any costs of operation or responsibility as to acceptance of mechanical and/or electrical installations.
- I. **Utilities:** The Prime General Contractor shall make arrangements for and furnish all water, electricity (lighting and power) and other utilities necessary for construction purposes. A written agreement must be reached on how all utilities (water and electricity) will be furnished and the rates the Contractor will be charged. A copy of the final agreement signed by the Contractor and the Institution or Agency must be forwarded to the Owner. If the written agreement is not filed with the Owner, the Contractor and the Institution or Agency waives all rights as to the rates charged. The Owner will then determine all utility rates and assess the charges before final payment is rendered.
- J. **Project Sign:** ) (new State Seal per Legislature July 1, 2014)
  - 1. The Prime General Contractor will erect on adequate supports and maintain one (1) neatly constructed and painted 3/4" thick plywood sign of size, color, layout, and location as indicated in the Contract Documents. (example attached as Exhibit "B" at the end of Division 1 Section 01900)

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2. No other signs will be displayed on the job site without permission of the Professional. The displaying of sign advertisements is strictly prohibited.

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**SUBSTITUTIONS AND PRODUCT OPTIONS  
SECTION 01630**

(01630 Revised August 2016;  
see Inst to Bidders 2.05)

**1.01 DESCRIPTION**

A. Scope: To set forth the procedure and conditions for substitutions and to give the product options available to the Contractor.

**1.02 PRODUCTS LIST**

- A. Within thirty (30) days after the Contract has been signed, the Contractor will submit to the Professional five (5) copies of a complete list of all products proposed for installation.
- B. Tabulate the list by Specification sections.
- C. For products specified under reference standards, include with listing of each product:
  - 1. Name and address of Manufacturer.
  - 2. Trade name.
  - 3. Model, or catalog designation.
  - 4. Manufacturer's data.
  - 5. Performance and test data.
  - 6. Reference standards.

**1.03 CONTRACTOR'S OPTIONS**

- A. For products specified only by reference standards or technical performance requirements, select any product meeting product standards by any Manufacturer.
- B. For products specified by naming a minimum of three (3) products or Manufacturers, select any product and Manufacturer named. Equivalent products will always be accepted if equal in all consequential respects.
- C. For product specified by naming one (1) or more products and/or Manufacturers, but indicating the option of selecting equivalent products by stating "or equal" after specified product and/or Manufacturer, select any product meeting specified reference standards or technical performance requirements as represented by the named products and/or Manufacturers.
- D. For products specified by naming only one (1) product and/or Manufacturer as a "basis of design", an equivalent product will always be accepted if it is equal in all consequential respects.
- E. For products specified by naming only one (1) product and Manufacturer and stating no substitutions will be accepted, there is no option and no substitutions will be allowed. This option must have written approval by the Owner before bidding.

**1.04 SUBSTITUTIONS**

- A. A product or construction method that varies from a product or construction method specified in one or more consequential characteristics, reference standards, or technical performance requirements shall be considered a substitution.
- B. Professional will not consider requests for substitutions during bidding.
- C. Within thirty (30) days after the Contact has been signed, the Professional will consider formal requests from the Contractor for substitution of products in place of those specified. Submit five (5) copies of the request for substitutions. Include in the request:
  - 1. Narrative summarizing characteristics, reference standards, or technical performance requirements that product varies from and how the proposed product or construction method will meet or exceed project requirements
  - 2. For products:
    - a. Product identification including Manufacturer's name and address.
    - b. Manufacturer's literature: Product description, performance and test data and reference standards.
    - c. Samples.
    - d. Name and address of similar projects on which product was used and date of installation.
  - 3. For construction methods:
    - a. Detailed description of proposed method.

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b. Drawings illustrating methods.

4. Agreement to pay for any additional professional costs if acceptance of substitution will require substantial revision of Contract Documents.
5. Data relating to any delays to the construction schedule if any will result from proposed substitution.
6. Accurate cost data on proposed substitution if any project cost increases are anticipated or any cost savings are being offered for proposed substitution.

D. In making request for substitution, Contractor represents:

1. Proposed product, or method, has been investigated and determined that it is equal or superior in all respects to that specified.
2. The same or better guarantee and/or warranty will be provided for substitutions for product or method specified.
3. Installation of accepted substitutions will be coordinated into the Work, making such changes required of work to be complete in all respects at no additional cost to the Owner.
4. All claims for additional costs related to substitution, including any delays to the construction schedule, which consequently become apparent will be waived.
5. Unless specifically identified in substitution submittal and such delay is specifically agreed to by Change Order to the Contract, substitution will not cause any delay to the construction schedule.
6. Proposed product, or method, will not result in any additional costs to the Owner.

E. Substitutions will not be considered if:

1. Indicated, or implied, on shop drawings or product data submittals without formal request submitted in accordance with this Section.
2. Acceptance will require substantial revision of Contract Documents unless compensation for such additional professional costs are paid by Contractor at no additional cost to the Owner.
3. In the Professional's judgment, the product, or material, is not equal.

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**STARTING OF SYSTEMS  
SECTION 01650**

**1.01 GENERAL**

- A. **Scope:** This Section describes the procedures for start up of all building equipment and systems including necessary demonstration and instructions.

**1.02 STARTING SYSTEMS**

- A. Coordinate Schedule for start-up of various equipment and systems.
- B. Notify Professional and Owner seven (7) days prior to start-up of each system.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of responsible Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require Manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

**1.03 DEMONSTRATION AND INSTRUCTIONS**

- A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of Substantial Completion.
- B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

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**CONTRACT CLOSEOUT  
SECTION 01700**

**1.01 DESCRIPTION**

- A. **Scope:** The work required in this Section consists of the final inspections and the submission of all closeout documents and related items to complete the Work indicated on the Drawings and described in the Project Manual.

**1.02 FINAL INSPECTIONS**

- A. **Professional's Inspection:** The Contractor shall make written request for a final inspection to the Professional; notice to be given ten (10) days prior to the inspection. A list of any deficiencies, compiled by the Professional, will be corrected by the Contractor. If, in the Professional's judgement, the Project is not ready for a final inspection, the Professional may schedule another inspection
- B. **Owner's Inspection:** After the Professional has ascertained the Project to be ready, an Owner's inspection will be scheduled within ten (10) days thereafter. The Contractor will have ten (10) days after the Owner's acceptance to make any corrections of punch list items and to submit closeout documents.
- C. **Correction of Work Before Final Payment:** The Contractor shall promptly remove from the Owner's premises all materials condemned for failure to conform to the Contract, whether incorporated in the Work or not, and the 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 ten (10) days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor, or charged to the Contractor in the event no payment is due.

**1.03 CLOSEOUT DOCUMENTS**

Unless otherwise notified, the Contractor shall submit to the Owner through the Professional, three (3) copies of the following before final payment is made:

- A. **Request for Final Payment:** AIA Document G702, current edition, completed in full or a computer generated form having similar data.
- B. **Consent of Surety Company to Final Payment:** AIA Document G707, current edition, completed in full by the Bonding company.
- C. **Power of Attorney:** Closeout documents should be accompanied by an appropriate Power of Attorney.
- D. **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 job have been paid and that the Owner is released from any and all claims and/or damages.
- E. **Contractor's Affidavit of Payment of Debts and Claims:** AIA Document G706, current edition, completed in full.
- F. **Guarantee of Work:** Sworn statement that all work is guaranteed against defects in materials and workmanship for one (1) year from date of Owner's acceptance, except where specified for longer periods.
1. Word the Guarantee as follows, or in a similar manner:  
*We hereby guarantee all work performed by us on the above captioned Project to be free from defective materials and 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.*
  2. All guarantees and warranties shall be obtained in the Owner's name.
  3. Within the Guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are 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 building, site, equipment or contents thereof. The Contractor shall make good any work, materials, equipment or contents of said buildings or site which may be disturbed by fulfilling any such Guaranty.
  4. 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.
  5. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other

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documents 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.

- G. **Project Record Document:** Furnish all other record documents as set forth in Section 01720 entitled *Project Record Documents*.
- H. **Additional Documents Specified Within the Project Manual:** Provide all additional 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.

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**CLEANING  
SECTION 01710**

**1.01 DESCRIPTION**

- A. **Scope:** Maintain premises and public properties from accumulations of waste, debris and rubbish caused by operations. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean all sight-exposed surfaces; leave Project clean and ready for occupancy.

**1.02 PRODUCTS**

- A. **Materials:** Use only cleaning materials recommended by Manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by the cleaning materials Manufacturer.

**1.03 EXECUTION**

- A. **During Construction:** Execute cleaning to insure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish. Wet down dry materials and rubbish to lay dust and prevent blowing dust. At reasonable intervals during progress of work, clean site and public properties and dispose of waste materials, debris and rubbish. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property. Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or occupancy. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights. Schedule cleaning operations so that dust or other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces.
- B. **Final Cleaning:** Employ experienced workmen, or professional cleaners, for final cleaning. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finishes. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces. Broom clean paved surfaces; rake clean other surfaces of grounds. Replace air conditioning filters, if units were operated during construction. Clean ducts, blowers and coils if air conditioning units were operated without filters during construction. Maintain cleaning until Project, or respective portions thereof, is occupied by Owner.

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**PROJECT RECORD DOCUMENTS  
SECTION 01720**

**1.01 DESCRIPTION**

- A. **Scope:** To set forth the procedure and requirements for keeping project record documents.
- B. **Maintenance Documents:** (modified Dec 2013)
1. Throughout the Contract, maintain one (1) copy of all of the following: Contract Drawings, Project Manual, Addenda, Change Order(s), reviewed shop drawings, reviewed submittals, hardware schedules, field, and laboratory test records, equipment brochures, parts lists, operating instructions and other modifications to the Contract.
  2. Store documents on site apart from documents used for construction.
  3. Maintain documents in clean, dry, legible condition. Do not use record documents for construction purposes.
  4. Make documents available, at all times, for inspection by the Professional, Commissioning Authority Professional, and the Owner.
  5. Keep documents in 8 ½" x 11" loose leaf binders. Clearly label each binder on the spine. Sub-divide with permanently marked tabs of card stock. Provide a main tab for each specification section. Provide sub-tabs for each major piece of equipment or component.
  6. Format for information behind each tabbed piece of equipment/component shall be:
    - a. Contractor/Installer Information: Include address, phone number and contact name. Include emergency service contact information as applicable.
    - b. Manufacturer Information: Include address, phone number and contact name.
    - c. Shop Drawings and Product Data
    - d. Operation and Maintenance Instructions
    - e. Control Drawings
- C. **Recording:**
1. **General:** Mark all modifications in red pencil. Keep record documents current. Do not permanently conceal any work until required information has been recorded.
  2. **Contract Drawings:** Legibly mark to record actual construction.
    - a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
    - b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
    - c. Field changes in dimension and detail.
    - d. Changes made by change order(s) or field order(s).
  3. **Project Manual and Addenda:** Legibly mark up each section to record Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
  4. **Shop Drawings:** Maintain as record documents. Legibly mark drawings to record changes made after review.
- D. **Submittal:** At completion of Project, deliver two (2) copies of each record document to the Professional, who will transmit both sets to the Institution or Agency. Additionally, provide to Owner updated As-Built Contract Documents in electronic format utilizing electronic format copy of Contract Documents furnished by Professional or by scanning of marked-up contract Documents. (see also 600.57 and 700.40 regarding electronic As-Built Documents) (modified Dec 2013)

**DIVISION ONE SUPPLEMENT  
SECTION 01900**

**PART 1 - SUMMARY OF WORK SUPPLEMENT**

**1.01 WORK SEQUENCE**

- A. Owner will occupy the building during construction, coordinate with Owner's Representative in scheduling work to vacate the areas as the Contractor requires.
- B. Construct work in stages as follows:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_

**1.02 PARTIAL OWNER OCCUPANCY**

- A. Schedule early completion of designated areas for Owner's usage prior to substantial completion of entire Project.
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
- B. Owner will occupy areas for purpose of \_\_\_\_\_
- C. Contractor will provide:
  - 1. Access for Owner's personnel
  - 2. Operation of heating, ventilating, air conditioning and electrical systems
  - 3. \_\_\_\_\_
- D. Prior to occupancy, execute a *Certificate of Substantial Completion* for designated areas.
- E. Upon occupancy, Owner shall provide:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_

**PART 2 - ALLOWANCE SUPPLEMENT**

**2.01 SCHEDULE OF ALLOWANCES**

- A. Include in the Bid, for inclusion in the Contract Sum, the amount of \$\_\_\_\_\_ for purchase of \_\_\_\_\_  
(Refer to Section \_\_\_\_\_, \_\_\_\_\_)
- B. Include in the Bid, for inclusion in the Contract Sum, the amount of \$\_\_\_\_\_ for purchase of \_\_\_\_\_  
(Refer to Section \_\_\_\_\_, \_\_\_\_\_)

**PART 3 - ALTERNATE SUPPLEMENT**

**3.01 DESCRIPTION OF ALTERNATES**

- A. Alternate Number One.
- B. Alternate Number Two.
- C. Alternate Number Three.
- D. Alternate Number Four.
- E. Alternate Number Five.

Minority Tracking or Participation Form  
February 2003

This document will serve as a tracking instrument for minority participation in publicly funded construction projects managed by the Owner. This document will aid DFA/BOB in its commitment to encourage minority participation during the bidding process. Your conscientious effort and commitment to help establish good business relations with minority subcontractors, consultants, suppliers, partners and/or joint ventures is greatly appreciated.

**Any responses will be deemed public information and may be incorporated into reporting information compiled by the Owner in the following manner: Contractors that listed minority participation, Contractors that did not list minority participation and Contractors that submitted an incomplete (partially filled-out or blank) form.**

**Division One**

Section 01010 SUMMARY OF WORK

1.01 Work Covered by Contract Documents

F. Subcontractors List

**F.1 The Prime General Contractor will submit to the Owner within seven (7) days from the Notice to Proceed, a completed *Minority Tracking Form* (as follows) outlining the use of minority subcontractors that will be used on the project.**

Minority - A person who is a citizen or lawful permanent resident of the United States and who is the following: **African American, Hispanic American, Asian American, American Indian or Female**

Project Name and Number: \_\_\_\_\_

General Contractor: (Name) \_\_\_\_\_

**Check the Following Appropriate Box**

**There are NO minority participants included in this bid proposal.**

**There are minority participants included in this bid proposal.** The minority participants may be defined as: Subcontractor(s)/Consultant(s)/ Supplier(s) / Partner(s) / Joint Ventures(s).

List minority participants and their discipline/responsibility per the above or per Construction Specification Institution (CSI) sixteen (16) divisions.

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Page 2 of 3  
Owner  
Minority Participation Form

Name: \_\_\_\_\_

Division: \_\_\_\_\_

Amount \$ \_\_\_\_\_

---

Page 3 of 3 (Submit if necessary)

Owner

Minority Participation Form

Name: \_\_\_\_\_

Division: \_\_\_\_\_

Amount \$ \_\_\_\_\_

Name: \_\_\_\_\_

Division: \_\_\_\_\_

Amount \$ \_\_\_\_\_

Name: \_\_\_\_\_

Division: \_\_\_\_\_

Amount \$ \_\_\_\_\_

**End of Form**

**Division One**

Section 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.02 Facilities and Controls

J. Project Sign

1. The Contractor will erect on adequate supports and maintain one (1) neatly constructed and painted 3/4" thick plywood sign approximately four feet by eight feet (4' x 8'). The Professional will provide the colors, letters, layout and location of the sign. No other signs will be displayed on the job site without permission of the Professional. The displaying of sign advertisements is strictly prohibited
  
2. Sign to be white background with black lettering/seal. Text style to be Times New Roman. Color of rectangular field at bottom to be selected by Owner. Provide custom Using Agency logo at circular white field of up to three additional colors. No corporate logos for Architect or Contractor shall be permitted. Where additional rendered signage is specified elsewhere, it shall consist of (1) or (2) additional 4'x8' panels, contiguous to the right side of primary project sign.

**700.19**

**PROJECT SIGN**

The contractor will erect on adequate supports and maintain one (1) neatly constructed and painted 3/4" thick plywood sign approximately four feet by eight feet (4' x 8'). The Professional will provide the colors, letters, layout and location of the sign. No other signs will be displayed on the job site without permission of the Professional. The displaying of sign advertisements is strictly prohibited.

Sign to be white background with black lettering/seal. Text style to be Times New Roman. Color of rectangular field at bottom to be selected by Owner. Provide custom Using Agency logo at circular white field of up to three additional colors. No corporate logos for Architect or Contractor shall be permitted. Where additional rendered signage is specified elsewhere, it shall consist of (1) or (2) additional 4'x8' panels, contiguous to the right side of primary project sign.



**THIS PROJECT IS FUNDED BY THE TAXPAYERS OF MISSISSIPPI**

**GOVERNOR PHIL BRYANT**

**PROJECT NAME**

**GS# 111-111**

**HB1111 or SB1111, LAWS OF 1111**

**Governing Board**

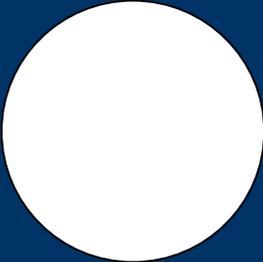
**ARCHITECT**

**ARCHITECT NAME**

**CONTRACTOR**

**CONTRACTOR NAME**

**MISSISSIPPI C.O.R. #11111**



**USING AGENCY NAME**  
**HEAD OF USING AGENCY NAME**

## **TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS**  
**LYMAN BOAT MAINTENANCE YARD**  
**HARRISON COUNTY, MISSISSIPPI**

01000..... GENERAL REQUIREMENTS

01505..... MOBILIZATION

02227..... SITE EARTHWORK AND GRADING

02234..... GRANULAR BASE COURSE (LIMESTONE)

02295..... STORMWATER MANAGEMENT

02525..... REINFORCED CONCRETE PAVEMENT

02831..... CHAIN LINK FENCE

02931..... PLANT ESTABLISHMENT

11225..... OIL/WATER SERERATOR RELOCATION

**01000 ..... GENERAL REQUIREMENTS**

**1.0 DEFINITIONS**

1.0.1 MDOT Specifications. Where this term is used within these technical specifications, it shall be construed to mean the current edition of the Mississippi Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

1.1 ABBREVIATIONS. Where the following abbreviations and definitions are used in these specifications or other contract documents, they are to be construed the same as the respective expression.

|        |  |
|--------|--|
| AASHTO | American Association of State Highway Transportation Officials |
| ACI    | American Concrete Institute                                    |
| AISC   | American Institute of Steel Construction                       |
| ANSI   | American National Standards Institute                          |
| AREA   | American Railway Engineering Association                       |
| ASTM   | American Society for Testing and Materials                     |
| AWWA   | American Water Works Association                               |
| CNOI   | Construction Notice of Intent                                  |
| CRSI   | Concrete Reinforcing Steel Institute                           |
| MDEQ   | Mississippi Department of Environmental Quality                |
| MDOT   | Mississippi Department of Transportation                       |
| MUTCD  | Manual on Uniform Traffic Control Devices                      |
| NAPA   | National Asphalt Pavement Association                          |
| NBC    | National Building Code   |
| SCNOI  | Small Construction Notice of Intent                            |
| SWPPP  | Stormwater Pollution Prevention Plan                           |

**3.0 USE OF DOMESTIC WATER SUPPLY**

3.1 Contractor must coordinate the use of domestic water with the Owner.

**4.0 STORMWATER MANAGEMENT**

4.1 Contractor shall observe all stormwater management regulations of the State of Mississippi Department of Environmental Quality. Contractor shall use best stormwater management practices on all phases of the project that can experience erosion. Silt fences, straw wattles, erosion check dams, silt basins, and sod, as well as other devices, shall be used, as required, to keep the site within compliance of State regulations at all times.

**5.0 TRAFFIC CONTROL**

5.1 All traffic controls required as a part of this project shall be in strict conformance with the Manual of Uniform Traffic Control Devices, latest edition. A copy of the Traffic Control Plans shall be submitted to the Engineer for review seven (7) days prior to the occurrence.

5.2 Any and all disruptions to traffic or a public thoroughfare shall be fully coordinated with Harrison County Sheriff and Fire Departments.

**6.0 SUBMITTALS**

6.1 Contractor shall furnish to the Engineer submittals and/or shop drawings for materials to be furnished, fabricated items, and other products as required by the plans and specifications. Submittals and/or shop drawings shall be furnished for but not limited to the following: fill materials; granular bases; treated courses; bituminous pavements; concrete; pre-cast concrete structures and piles; reinforcing steel; joint materials; traffic markings and signs; piping; pipe fittings, valves, hydrants, and appurtenances; castings and gratings; pumping equipment and controls; riprap; fencing; erosion control materials; seed; fertilizers; sod; timber materials; and timber piles. Each submittal shall be stamped or shall include a specific written indication that the Contractor has satisfied his obligations with respect to his review and approval of that submittal.

6.2 Three (3) copies of submittals and/or shop drawings shall be furnished to the Engineer with one (1) copy being returned to the Contractor after review.

**7.0 CONSTRUCTION TOLERANCES**

Unless otherwise noted in the plans and specifications, all work shall conform to the following tolerances, which are taken from the Handbook of Construction Tolerances, Section Edition (2007) and MDOT Specifications:

| <u>Construction Element</u>                       | <u>Allowable Tolerance</u>            |
|---|---------------------------------------|
| Roadway grade (cross slope)-Conc. Pavement        | +0.5%                                 |
| Roadway grade cross slope (running grade)-Conc.   | +0.5%                                 |
| Concrete Sidewalk running slope                   | +1% and conform to ADA Requirements   |
| Concrete Sidewalk cross slope                     | +0.5% and conform to ADA Requirements |
| Flatness (smoothness) of conc. sidewalks          | ±¼"/10' (±6 mm / 3m)                  |
| Curb ramp slope, main ramp (Conc.)                | +0.5%                                 |
| Curb ramp, flare slope (Concrete Pavement)        | +0.5%                                 |
| Curb ramp gutter counterslope (Concrete Pavement) | +0.5%                                 |
| Widths of sidewalks and other paving              | ±¾" (±19 mm)                          |
| Elevation points of construction                  | ±0.5" (±13 mm)                        |
| Concrete joint size                               | ±1/8" (3 mm)                          |
| Placement of detectable warning surfaces          | ±¾" (±19 mm)                          |

|  |                           |
|--|---------------------------|
| Installation of metal handrails and guardrails   | ±1/2" (±13 mm)            |
| Horizontal placement of curbs, sidewalks, ramps, driveways, poles, controls, signs, etc. | ±2" (±50 mm)              |
| Horizontal placement of headwalls, manholes, fire hydrants, valves, etc.                 | ±24" (±600 mm)            |
| Vertical placement of handrails, controls, signs, etc.                                   | ±1" (±25 mm)              |
| Street furniture-horizontal placement  | None for handrail height. |
| Street furniture-vertical placement  | ±2" (±50 mm)              |
| Size of gaps at rail crossings (Light rail and passenger train tracks.)                  | ±1" (±25 mm)              |
| Flushness of surfaces at rail crossings  | ±1/4" (±6 mm)             |
| Asphalt curb ramp slope, main ramp   | +0.5%                     |
| Asphalt curb ramp, flare slope   | +0.5%                     |
| Asphalt curb ramp gutter counterslope  | +0.5%                     |
| Asphalt elevation points of construction   | ±1/2" (±13 mm)            |
| Horizontal Building Layout   | ±3/8" (0.03')             |
| Building / Structure Finished Floor  | ±1/4" (0.02')             |
| Finished Grading (Lawn)  | ±6" (0.50')               |
|  | Horizontal /              |
|  | ±1" (0.08') Vertical      |

Tolerances for asphalt pavement shall be in accordance with Section 403, paragraph 403.03.2, MDOT Specifications, current edition.

If not stated above or in the contract documents, all other construction element tolerances shall be governed by the Handbook of Construction Tolerances, Second Edition (2007).

**1.0 SCOPE OF WORK**

- 1.1 This work shall consist of preparatory operations, including but not limited to, those necessary to the movement of personnel, equipment, supplies, and incidentals to the project site and for all other work operations which must be performed or costs included prior to beginning work on the various items on the project site.
- 1.2 The work may also include the documentation of existing and post-construction conditions by providing a video survey of the project.

**2.0 MATERIALS**

- 2.1 Project sign shall be in accordance with Section 700-19 of Divisions One.

**3.0 CONSTRUCTION REQUIREMENTS**

- 3.1 If listed as a pay item, the Contractor shall provide the Engineer with pre-construction and post-construction videos and shall furnish all labor, materials, and equipment necessary to perform a color audio-video recording of the project site and adjacent properties at Contractor's expense. The purpose of the videos is to provide a record of conditions of the project site before and after construction.
  - 3.1.1 Contractor shall provide an acceptable video(s) to the Engineer prior to construction or mobilization to the project site and at the end of the project after final restoration, including punch list items, have been completed prior to final payment.
  - 3.1.2 The Contractor shall submit one (1) copy of the completed pre-construction and post-construction DVD video(s) to the Engineer.
  - 3.1.3 The pre-construction video shall be performed after utilities have been located and marked.
  - 3.1.4 The Engineer reserves the right to reject the audio-video DVD because of poor quality, unintelligible audio or uncontrolled pan/zoom. In the event the DVD does not provide adequate coverage or does not comply with these specifications, the Contractor will be required to resubmit a new DVD at no additional cost to the Owner.
  - 3.1.5 The post-construction video shall include the same area as videoed in the pre-construction video and include any additional areas disturbed during construction.
  - 3.1.6 The video recording shall be performed by a qualified audio-video taping firm or individual knowledgeable in construction practices and established inspection procedures.

3.1.7 The Contractor shall be responsible for the timely, delivery and quality of the pre-construction and post-construction videos.

3.2 STORAGE OF EQUIPMENT OR MATERIALS. If the Contractor elects to use private property for storage of equipment or materials, the Contractor shall obtain written permission from the owner or lessee and provide duplicate copies to the Engineer. The Contractor shall restore the property to its original conditions at no additional cost to the Owner.

#### **4.0 METHOD OF MEASUREMENT**

4.1 Partial payments will be made as the work progresses in accordance with the following schedule:

4.1.1 When five percent (5%) of the original contract amount is earned from other bid items, fifty percent (50%) of the amount bid for mobilization, or two and one-half percent (2½%) of the original contract amount, whichever is lesser, and after an acceptable pre-construction video has been submitted will be paid.

4.1.2 When ten percent (10%) of the original contract amount is earned from other bid items, one hundred percent (100%) of the amount bid for mobilization, or five percent (5%) of the original contract amount, whichever is lesser, will be paid.

4.1.3 Upon completion of all work on the project, payment of any amount bid for mobilization in excess of five percent (5%) of the original contract amount will be paid.

4.1.4 The total sum of all payments shall not exceed the original contract amount bid for mobilization, regardless of the fact that Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

4.2 Post-construction video will be measured and paid per lump sum and included on the final pay application.

4.3 Project sign will be measured and paid per lump sum and be provided per specification included in contract documents.

#### **5.0 PAYMENT**

5.1 Payment shall be made in accordance with Pay Item No.

|         |              |              |
|---------|--------------|--------------|
| 01505-A | Mobilization | per lump sum |
|---------|--------------|--------------|

|         |              |              |
|---------|--------------|--------------|
| 01505-B | Project Sign | per lump sum |
|---------|--------------|--------------|

**02227 ..... SITE EARTHWORK AND GRADING**

**1.0 SCOPE OF WORK**

1.1 This work shall consist of earth moving operations required for site grading and includes the preparation of roadway (parking lot) subgrade and foundations, the furnishing of borrow materials, the construction of embankments, other utilization or disposal of materials excavated, and the compaction and dressing of excavated areas and embankments.

**1.2 DEFINITIONS**

1.2.1 Excess excavation will consist of excavation originating from the site which cannot be satisfactorily used or disposed of within the right-of-way. Exclusive of muck excavation, excess excavating may include any type, kind or class of excavation which the Engineer determines must be removed from the right-of-way. It will not include any excess caused by the Contractor importing too much excavation from sources outside the roadway structure; in such case, the excess excavation shall be removed from the right-of-way at the Contractor's expense.

1.2.2 Borrow material will consist of approved material required for the construction of embankments and the replacement of unsuitable material which has been removed. Contractor shall make arrangements for obtaining borrow material and shall pay all costs involved.

1.2.3 Stripping excavation shall consist of the excavation, removal, and stockpiling of the upper six (6) inches of organic material within the site, which material will later be processed by Contractor, without additional compensation, as plating for embankments.

1.2.4 Unclassified excavation shall consist of all excavation, processing, and stockpiling of materials of whatever character encountered within the project limits except for those classes of excavation for which separate pay items are provided. Any remaining unclassified excavation after backfilling operations are complete shall be considered excess excavation. Unclassified excavation remaining after backfill operations are complete shall be removed from the site as excess excavation, unless otherwise directed by the Engineer.

1.2.4.1 Processing shall include hauling, drying (if required), disc-harrowing (or other methods as needed to improve moisture content), placing and compacting of suitable excavated materials to areas requiring backfill material.

1.2.4.2 Stockpiling shall consist of hauling and spreading of unclassified material regardless of the number of times the material is handled prior to final placement. Unclassified material shall not be removed from the site until backfill operations are complete otherwise directed by the Engineer.

- 1.2.4.3 If stockpiling of unclassified excavation on private property is requested or required, Contractor shall refer to the requirements in Section 01505-Mobilization.
- 1.2.5 MUCK EXCAVATION. Shall be all material encountered in excavation within the right-of-way that is unsuitable for use in the work and shall be removed and disposed of by the Contractor as specified in the Contract or as directed. Unsuitable material shall be understood to be any material, which at the proper moisture content, cannot be processed to the required density and stability as determined by the Engineer. Contractor shall provide, at his own expense, the location for the disposal of muck excavation, subject to the acceptance by the Engineer.
- 1.3 SPECIFIED ELSEWHERE. Section 01505 – Mobilization  
Section 02295 – Stormwater Management  
Section 02930 – Plant Establishment
- 1.2.6 DESIGN SOILS. The portion of the roadbed consisting of the top three feet of untreated or treated soils in excavated sections and embankments.
- 1.2.7 FOUNDATION SOILS. Native or imported material beneath the design soil.

## **2.0 MATERIALS**

- 2.1 Sandy clay shall be material meeting the Class B, Group 1 requirements of the MDOT Specifications.
- 2.2 Clean sand shall be granular material meeting Class B requirements of Section 703, MDOT Specifications.

## **3.0 CONSTRUCTION REQUIREMENTS**

- 3.1 GENERAL. Grading operations may be started by Contractor at the location and in sequence approved by Engineer when:
- (1) sufficient clearing and grubbing has been completed and accepted, and
  - (2) the work has been cross sectioned and slope staked;
  - (3) installation of required pipes, culverts, and approved backfills are complete;
  - (4) the site has been prepared in accordance with these specifications;
  - (5) Contractor has informed himself as to the proper haul and disposal of material.

- 3.1.1 Contractor shall incorporate stripping excavation into grassed or landscaped areas of the project. Appropriate measures shall be made by the Contractor to ensure that finished grades conform within a reasonable tolerance of the plans.
- 3.1.2 Excavations and embankments shall be finished by the Contractor to reasonably smooth and uniform surfaces. No material shall be wasted without permission of the Engineer. Excavations operations shall be conducted in a manner that material outside the construction limits will not be unnecessarily disturbed.
- 3.1.3 Borrow material shall not be placed until unclassified excavation from the project limits has been utilized as shown on the plans. The Contractor shall not excavate beyond the dimensions and elevations established or approved, and no unclassified material shall be moved prior to the staking out and cross-sectioning of the site.
- 3.1.4 Contractor shall not excavate beyond the dimensions and elevations established or approved and shall not move any material prior to the staking out and cross sectioning of the site.
- 3.1.5 When Contractor's excavation operations encounter remains of prehistoric dwelling sites or other artifacts of historical or archeological significance, the operations shall be temporarily discontinued. Engineer will contact the appropriate authorities to determine the disposition of the remains thereof. When directed by Engineer, Contractor shall excavate the site in a manner so as to preserve the artifacts encountered and if required, shall remove them for delivery to the custody of the proper state authorities. Such excavation will be considered and paid for as extra work.
- 3.1.6 Where excavation to grade results in foundation, subgrade, or slope of unsuitable soil, Engineer may require Contractor to remove unsuitable materials and backfill to the required grade with approved material. Slides or other soil failures shall be removed by Contractor unless their removal is waived by Engineer. Contractor shall conduct his operations in such a way that Engineer can take the necessary cross sections before backfill is placed.
- 3.1.7 Engineer may designate as unsuitable those soils which cannot be properly compacted under satisfactory conditions. All unsuitable material shall be disposed of by Contractor as specified or directed. Contractor shall provide, at his own expense, the location for the disposal of muck excavation, subject to the acceptance by the Engineer.
- 3.1.8 When the contract requires or Contractor elects to handle excavation more than one (1) time prior to final placement (such as stripping and unclassified excavation that is to be stockpiled and reserved for later use), the cost for additional handling shall be included in the contract unit price for the excavation involved.
- 3.2 TOPSOIL. Where the salvaging and stockpiling of topsoil or plating material is specified, such operation shall be completed by Contractor before beginning excavation of the underlying material.

3.3 EXCAVATION OPERATIONS. Contractor shall so conduct excavation operations as to minimize the loosening of materials outside the required slopes or below the indicated grade. No payment will be made for the removal, disposal, or replacement of material determined to be loosened or undercut through carelessness or negligence on the part of Contractor. Neither will payment be made for excavation which is used for purposes other than designated by Engineer.

3.3.1 When practicable, excavation and disposal of the material shall be conducted by Contractor in such a manner that the most suitable material will be placed in the top courses of embankments. Adequate drainage that will conform to the finished drainage system shall be maintained.

### 3.5 EMBANKMENT CONSTRUCTION

3.5.1 General. Embankment construction shall consist of the following: constructing roadway embankments; dikes; placing and compacting of approved material where unsuitable material has been removed; backfilling of structures where not otherwise provided for; and placing and compacting embankment material in holes, pits, or other depressions. This work shall also consist of preparation of the areas upon which embankments are to be constructed. Only approved materials excavated as provided in the contract shall be placed in embankments and backfills; unsuitable or perishable materials such as rubbish, sod, brush, roots, loose stumps, logs, heavy vegetation, sawdust, rocks, broken concrete, or other solid material shall not be placed in embankment areas.

#### 3.5.2 Preparation of Embankment Areas

3.5.2.1 Contractor shall remove all sod, vegetative matter, and unsuitable soil from the surface upon which the embankment is to be constructed. The cleared surface shall be completely broken up by plowing, scarifying, or disc-harrowing to a depth of at least six (6) inches. Contractor shall then compact the loosened material to ninety percent (90%) Modified Proctor density. No direct payment will be made for plowing, scarifying, or disk-harrowing under this type of preparation.

3.5.2.2 Where an embankment is to be constructed on hillsides or against existing railway or roadway slopes, slopes which are steeper than 4:1 shall be continuously benched by Contractor as the new work is brought up against the slope. Benching shall be of sufficient width to permit operation of placing and compacting equipment. Each horizontal cut shall begin at the intersection of the original ground or slope and the vertical side of the previous cut. Material thus cut out shall be recompacted along with the new embankment material and will not be measured for payment.

3.5.3 Embankment Formation. After the area has been prepared as specified, Contractor shall construct the embankment in full-width layers parallel to the finished grade.

3.5.3.1 Except as herein provided, each layer shall not exceed eight (8) inches (loose) in thickness; shall be spread, shaped, and compacted so that the completed

embankment will conform to the required density, stability, line, grade and cross section; and shall be finished to reasonably smooth and uniform surfaces.

- 3.5.3.2 The required stability in embankment construction shall be that which Engineer determines can be reasonably obtained at the proper moisture content for the material being placed. Sponginess, shoving, or other displacement under heavy equipment will be considered *prima facie* evidence of lack of stability under this requirement.
- 3.5.3.3 Direct casting or similar methods will not be permitted unless authorized in writing by Engineer. Should direct casting be authorized, Contractor shall ensure that all cast material is moved from the point where it is deposited, spread, and compacted in uniform layers as specified herein.
- 3.5.3.4 In low, swampy ground which will not support the weight of hauling equipment. Engineer may permit the bottom portion of the embankment to be constructed in a uniformly distributed layer of sufficient thickness to support equipment placing subsequent layers.
- 3.5.3.5 In areas where the embankment material is of a highly varying character, construction shall be performed by Contractor in a manner so as to eliminate pockets or strata of varying materials. Each layer shall be disk-harrowed and heavily bladed for its full depth; moved from its position of deposit by motor grader, bulldozer, or other equipment; or processed by other means to the extent necessary to eliminate pockets or strata of material of varying character. The layer shall then be shaped and compacted in accordance with these specifications.

#### 3.5.4 Backfill and Embankment Formation Adjacent to Structures

- 3.5.4.1 Backfilling around structures shall not start until Contractor has properly cured the structure. The backfill material shall then be deposited in uniform, parallel layers on the sides of box bridges or culverts or other structures. Each layer shall be disk-harrowed and bladed for its full depth or processed by other approved means to the extent necessary to provide a layer of material reasonably uniform in character and shall be so placed and compacted by Contractor that drainage of the layer will be away from both the longitudinal and the transverse axes of the structure. In addition, the backfill for abutments, retaining walls, wing walls, or other structures or sections thereof shall be built in layers with each layer being constructed for the full length of the unit, and special precaution shall be taken to prevent any wedging action against the structure. The material for each layer shall be uniformly compacted, preferably by approved mechanical equipment, including self-powered mechanical tampers, to not less than the density required in the adjacent embankment. The work shall be conducted in a manner so that Engineer can make the necessary tests for compaction as the work progresses.
- 3.5.4.2 Contractor shall repair, restore with new work, or make good without extra compensation, all damage done to the structure as a result of backfilling operations.

3.5.5 Compaction. All embankment material shall be at the moisture content determined to be proper for the particular material being placed so that the resulting work will be both dense and stable. It shall be Contractor's responsibility to maintain the proper moisture content during compaction operations, and Engineer may require moistening or drying as necessary, without additional compensation to Contractor.

3.5.6 Maintenance of Earthwork. Contractor shall satisfactorily maintain all portions of the work until the completion and acceptance of the contract. This shall include wetting of exposed earth in dry weather to eliminate dust and erosion control as specified.

3.6 COMPACTION AND TESTING

3.6.1 Contractor shall be responsible for constructing the base / sub-base to the dimensions and grades indicated on the plans. No additional payment will be made for base / sub-base installed beyond the dimensions and grades on the plans.

3.6.2 Prior to the construction of any base course, the Contractor shall provide a 24 hour notice before performing density test and proof roll. Proof roll shall be made utilizing a 12 cubic yard tandem dump truck loaded at least ¾ full.

3.6.3 Testing frequency and density requirements shall be in accordance with the table below:

|                                       | FREQUENCY  | DENSITY REQUIREMENTS | TEST METHOD |
|---------------------------------------|--|----------------------|-------------|
| DESIGN SOILS (STANDARD ROAD SECTION)  | ONE (1) TEST PER LIFT PER 7,500 SF   | 95                   | MODIFIED    |
| FOUNDATION SOILS                      | ONE (1) TEST PER LIFT PER 7,500 SF   | 95                   | STANDARD    |
| EMBANKMENT (AREAS EXCLUDING PAVEMENT) | ONE (1) TEST PER LIFT PER 7,500 SF   | 92                   | MODIFIED    |
| BUILDING FOOTPRINT                    | ONE TEST (1) PER 2,500 SF IN EACH LAYER OF LIFT & FOR EACH 1,000 SF OF SUBGRADE IN CUT AREAS | 98                   | MODIFIED    |

NOTES:

*MODIFIED PROCTOR SHALL MEET THE REQUIREMENTS OF ASTM D-1557*

*STANDARD PROCTOR SHALL MEET THE REQUIREMENTS OF ASTM D-698*

*\*NO MINUS TOLERANCES WILL BE ALLOWED*

3.6.4 Testing at the above mentioned frequency is the Contractor's responsibilities and is an absorbed cost.

## 4.0 METHOD OF MEASUREMENT

4.1 Items listed in the proposal will be measured by one of the following methods:

4.1.1 Plan Measurement (PM). Whenever this method of measurement is used to determine the quantity of borrow material used for embankment construction, it shall be computed by the average end areas of the cross sections, elevations, and measurements shown on the plans. If the embankment work can be completed according to the grades, slopes, and sections shown on the original plans, then the quantity computed as set out above and shown on the original plans will be the measurement for final payment. If during construction, however, the grades, slopes, and/or sections are changed by Engineer for any reason, cross section templates reflecting the revised grades, slopes, and sections will be superimposed onto the original plan cross sections. The embankment volume delineated by these revised sections will then be computed by the method of average end areas and the revised quantities so computed and reflecting any increased or decreased volume will be measured for final payment.

4.1.2 Loose Vehicle Measurement (LVM). Whenever this method of measurement is specified, the excavation will be measured in the hauling vehicle at the point of deposit.

4.1.3 Field Measurement (FM). Whenever this method of measurement is specified, the amount of borrow material, compacted in place, will be calculated by measuring the length, width, and depth and converting into cubic yards. Field measure will not include a compaction factor. Contractor may be required to aid in "squaring-up" the hole to make more accurate measurements.

4.2 Excess Excavation will be measured by the cubic yard, (FM).

4.3 Unclassified Excavation will be measured by the cubic yard, (FM).

4.4 Muck Excavation will be measured by the cubic yard, (FM).

4.3 Stripping excavation will be measured by the square yard, plan measurement.

4.4 Borrow material will be measured by the cubic yard, plan measurement or loose vehicular measurement, as specified herein or on the plans.

## 5.0 PAYMENT

5.1 Payment will be made under Pay Item No.

02227-A Stripping (6") per square yard (PM)

02227-B Borrow Material per cubic yard (PM)

02227-C Muck Excavation per cubic yard (FM)

**02234 ..... GRANULAR BASE COURSE (LIMESTONE)**

**1.0 SCOPE OF WORK**

1.1 This work shall consist of the furnishing of granular materials and the construction of one (1) or more courses of base on a prepared foundation in reasonably close conformity with the lines, grades, and cross sections shown on the plans.

**2.0 MATERIALS**

2.1 The granular material shall be dense-graded crushed domestic limestone, plant mixed to conform to Size No. 610 or 825A, MDOT Specifications.

2.2 The granular material for construction entrance shall be DOT #4 Limestone meeting the following requirements:

| Sieve Size       | Percent Passing |
|------------------|-----------------|
| 2" (50 mm)       | 100             |
| 1 1/2" (37.5 mm) | 90-100          |
| 1" (25 mm)       | 20-55           |
| 3/4" (19 mm)     | 0-15            |
| 3/8" (9.5 mm)    | 0-5             |

**3.0 CONSTRUCTION REQUIREMENTS**

3.1 PREPARATION OF GRADE. The foundation on which granular material will be laid shall be prepared by Contractor to the lines and grades established in the plans and compacted to ninety-five percent (95%) standard density.

3.2 MOISTURE CONTENT. All materials shall contain moisture content sufficient to ensure that the design density requirements will be obtained when the materials are compacted.

**3.3 SHAPING, COMPACTING, AND FINISHING**

3.3.1 Contractor shall ensure that each course or layer of material is shaped to the required section, watered or aerated as necessary to produce the required moisture content, and compacted. Throughout the compaction operation, the shape of the course or layer shall be maintained by blading and rolling so that the aggregates are uniformly distributed and firmly keyed.

3.3.2 Shaping and compaction shall be carried out by Contractor in such a manner that will prevent lamination and shall continue until the entire depth and width of the course or layer has reached the required density. Surface compaction and finishing shall be performed so as to produce a smooth, closely knit surface that is free from lamination, cracks, ridges, or loose material. The finished surface

shall conform (within allowable tolerances) to the required section at established lines and grades.

- 3.3.3 Prior to subsequent construction or final acceptance, all irregularities, depressions, soft spots, and other deficiencies found by Engineer shall be corrected by Contractor to meet the requirements of these specifications, without additional compensation to Contractor.
- 3.3.4 After compaction and finishing, Contractor shall make at least one (1) complete coverage with a steel wheel tandem roller. The resulting surface shall then be sprinkled as necessary to maintain the required moisture content and shall be thoroughly compacted and sealed with a pneumatic roller.
- 3.3.5 Contractor shall be responsible for constructing and maintaining a course which will remain firm and stable under construction equipment and other traffic to which the course will be subjected.
- 3.3.6 The specified density shall be ninety-five percent (95%) standard density.
- 3.3.7 Unless pavement is to follow immediately after preparation of base course, the surface shall be primed in conformity with Section 408, MDOT Specifications.

#### **4.0 METHOD OF MEASUREMENT**

- 4.1 Accepted quantities of granular base course (limestone) will be measured by the square yard, plan measure.

#### **5.0 PAYMENT**

- 5.1 Payment will be made under Pay Item No.

02234-A      Limestone Surface Course, 6" Thick      per square yard

## **WARNING**

### **AVOID BREATHING DUST FROM LIMESTONE**

- X This product contains crystalline silica. Prolonged and repeated breathing of crystalline silica dust can cause a progressive lung disease called silicosis.
- X Some researchers have also reported that there is evidence that prolonged and repeated breathing of crystalline silica dust might cause lung cancer.
- X Either silicosis or lung cancer can result in permanent injury or death.
- X For detailed information, see the Material Safety Data Sheet before using or handling this product.

**02295 ..... STORMWATER MANAGEMENT**

**1.0 SCOPE OF WORK**

- 1.1 This work shall consist of supplying the necessary materials and labor and constructing and maintaining, throughout the period of construction, stormwater management structures and devices, as shown on the plans or as directed by the Engineer.
- 1.2 The work shall also include implementing and adhering to the approved stormwater management plan, monitoring and inspecting stormwater management structures, and completing and submitting appropriate monitoring reports on a monthly basis. **Monthly pay applications will not be processed unless accompanied by that month's report.**
- 1.3 A copy of the Small Construction Notice of Intent (SCNOI), Stormwater Pollution Prevention Plan (SWPPP), and the inspection report forms are included at the end of this section.
- 1.4 SPECIFIED ELSEWHERE. Granular Base Course (Limestone) – 02234  
Plant Establishment – 02931

**2.0 MATERIALS**

- 2.1 Silt fence materials shall be in accordance with Section 234.02, MDOT Specifications.
- 2.2 Straw Wattles shall consist of rice or wheat straw, shall be twelve (12) inches in diameter ( $\pm$  1 inch), shall be wrapped in a tubular plastic netting and shall be furnished in lengths of twenty (20) feet or greater.
- 2.3 Grass and sod shall be in accordance with Section 02931 of these specifications.
- 2.4 Gravel or limestone for construction entrances shall be in accordance with Section 02234 of these specifications.

**2.5 FILTER SOCK**

- 2.5.1 Filter socks shall consist of a black, tubular knit netting made of polypropylene multi-filament yarns that have been UV-stabilized and have a minimum life expectancy of 24 months. Netting shall be inert to soil, salt and alkaline. Filter socks shall be furnished in the diameter (size) specified on the drawings or in the Bid Proposal.
- 2.5.2 The filler material shall be 50% wood shavings (2"x3" size) and 50% compost, well blended.
- 2.5.3 Wood stakes (36"x1.5"x1.5") shall be utilized to secure the filter sock at earthen locations, and 8"x8"x16" cement blocks shall be used at paved locations.

### **3.0 CONSTRUCTION REQUIREMENTS**

- 3.1 Gravel or limestone construction entrances shall be constructed at the locations and to the dimensions shown on the plans.
  - 3.1.1 The construction entrance shall be maintained in a condition that will prevent the tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with additional gravel or limestone as conditions may demand. All materials spilled, dropped, washed, or tracked from vehicles onto roadway or into storm drains shall be removed immediately.
  - 3.1.2 When the construction entrance is no longer necessary (the site has been paved), the materials shall be removed from the site by the Contractor at his expense.
- 3.2 Silt fences shall be constructed at the locations shown on the plans or as directed by the Engineer.
  - 3.2.1 All posts shall be installed so that not more than three (3) feet of the post shall protrude above the ground. Extra posts for bracing shall be installed as necessary by the Contractor to provide stability. The woven wire shall be securely fastened to the wood posts with staples. When metal posts are used, the wire shall be fastened to the post with wire or other approved means. The fabric shall be attached to the wire fence by wire or other approved means. The bottom edge of the fabric shall be buried six (6) inches below ground surface to prevent undermining. When splicing of the fabric is necessary, two (2) posts shall be installed approximately eighteen (18) inches apart, and each piece of fabric shall be fastened to both posts.
  - 3.2.2 The fabric will be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, storage, or installation.
  - 3.2.3 Type II material may be installed without woven wire, provided that all of the conditions stated in Paragraph 234.03.1 of the MDOT Specifications are met.
- 3.3 Straw Wattles shall be installed as shown on the plans or as directed by the Engineer. They shall be placed on contour and staked with 18 inch or 24 inch wood stakes at four (4) foot on center. The ends of adjacent Straw Wattles shall be abutted to each other snugly.
- 3.4 Inlet protection shall utilize silt fencing and/or Straw Wattles to prevent sediment from entering into the storm drainage system.
- 3.5 Silt basins shall be constructed to the dimensions and at the locations shown on the plans or as directed by the Engineer. The silt basins shall be cleaned out as frequently as necessary to have at least fifty percent (50%) of the basin capacity available at all times. The silt basins shall be backfilled, and the areas shaped and dressed for seeding and mulching prior to completion of the project, unless otherwise directed by the Engineer. Grassing shall be done in accordance with the provisions contained in these specifications.

3.6 Grass seed and sod shall be in accordance with Section 02930 of these specifications.

3.7 FILTER SOCK INSTALLATION

3.7.1 Place filter sock parallel to the slope of the area to be protected.

3.7.2 Use wood stakes (earthen locations) at 10' on center or concrete blocks (paved locations). Overlap filter socks a minimum of 3' where more than one sock is necessary.

3.7.3 Each end of the filter sock shall be turned up slope 4' as to contain sediment in the disturbed area without allowing it to escape around the end of the sock.

3.7.4 Place loose sediment in front of the filter sock to minimize flow underneath it.

3.8 MONITORING, MAINTENANCE, AND REMOVAL

3.8.1 The Contractor shall adhere to the approved Stormwater Pollution Prevention Plan, which is included in this section. This Plan requires the monitoring and reporting of on-site stormwater management devices.

3.8.2 Monitoring shall occur at least once a week and after any rainfall event of one-half ( $\frac{1}{2}$ ) inch or more. A maintenance report shall be made after each inspection, and these reports will be reproduced by the Contractor if requested by Engineer or other Regulatory Agency Representative.

3.8.3 The Contractor shall maintain all silt fences, erosion checks, and silt basins throughout the project. When silt has accumulated against or within stormwater management devices, it shall be removed. When silt fences become ineffective or torn, they shall be replaced. Maintenance shall be performed immediately as necessary to prevent erosion.

3.8.4 When stormwater management devices are no longer needed (i.e., site stabilized, project completed, and grass or vegetation has been established), they shall be removed and shall become the property of the Contractor for reuse or disposal. Disposal of all materials will be in accordance with all federal, state, and local laws and regulations. The area shall be neatly restored and given a pleasing appearance. All bare areas shall be seeded or sodded as directed by the Engineer.

**4.0 METHOD OF MEASUREMENT**

4.1 Silt fences shall be measured by the linear foot for the length of fence that is actually constructed, which shall be full compensation for its construction and maintenance and removal of silt accumulations throughout the project. There shall be no separate measurement or payment for the replacement of damaged or ineffective silt fence.

4.2 The contract price paid per linear foot of Straw Wattles shall include full compensation for furnishing all labor, material, including wood stakes, tools,

equipment, and incidentals for all work involved in furnishing and installing Straw Wattles, complete in place as directed by the Engineer.

- 4.3 Silt basins complete-in-place and accepted will be measured per each.
- 4.4 Gravel or limestone construction driveways shall be measured in accordance with Section 02234.
- 4.5 Compost filter socks installed in accordance with the specifications, or as directed, shall be measured by the linear foot of sock that is installed, including overlap. There shall be no measurement or payment for replacing damaged or ineffective compost filter socks during construction. Measurement shall include all staking and maintenance during construction.

**5.0 PAYMENT**

5.1 Payment shall include all materials, installation, construction, maintenance, replacement, if necessary, and removal of silt throughout the project and will be full compensation for completing the work. The payment will be made based on the following schedule:

- Initial Installation - 30%
- At 50% completion of project provided all materials and systems are in place and functioning - 30%
- Remaining 40% to be paid on a prorated basis as work is completed and provided all materials and systems are in place and functioning - 40%

5.2 Payment shall be made in accordance with Pay Item No.

|         |               |                 |
|---------|---------------|-----------------|
| 02295-A | Silt Fence    | per linear foot |
| 02295-B | Straw Wattles | per linear foot |

**STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

*For*

**Lyman Boat Maintenance Yard  
Harrison County, Mississippi**

BMA Project No. 17-3538A

November 29, 2017

*Prepared for:*

Mississippi Department of Marine Resources  
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*Prepared by:*

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## EXECUTIVE SUMMARY

Brown, Mitchell & Alexander, Inc. has prepared this Storm water Pollution Prevention Plan (SWPPP) for the Lyman Boat Maintenance Yard located at the Lyman Fish Hatchery more specifically being in Section 17, Township 6 South, Range 11 West, Harrison County, Mississippi. The plan has been prepared in accordance with the provisions of the Clean Water Act, the National Pollution Discharge Elimination System, and the requirements of the Mississippi Department of Environmental Quality. This plan is being prepared to accompany a Small Construction Notice of Intent (SCNOI) in accordance with the General Permit.

This report is divided into sections and provides the user with the information relating to the measures to be taken by the contractor to control the storm water discharges during the construction phase of the project. A summary of the information presented in each section is as follows:

- **Section 1.0 Introduction** - outlines the detailed location of the project, scope of the project and the purpose of the plan.
- **Section 2.0 Construction Activities** - provides detailed information regarding the construction activities and measures to be taken by the contractor both during and after construction to ensure proper management of the storm water generated on site.
- **Section 3.0 Post-Construction Storm Water Management** - outlines the post-construction storm water practices and controls for this project.
- **Section 4.0 Maintenance / Inspection Procedures** - presents information about the maintenance and inspection procedures to be used for this project.
- **Section 5.0 Material Management / Spill Prevention** - outlines the material management practices and spill prevention measures for the project.
- **Appendices:**
  - Appendix I Vicinity Map (USGS Quadrangle Map)
  - Appendix II Site Plan
  - Appendix III Erosion Control Plan
  - Appendix IV Erosion Control Construction Details

**STORM WATER POLLUTION PREVENTION PLAN**  
**Lyman Boat Maintenance Yard**  
**Harrison County, Mississippi**

**1.0 INTRODUCTION**

The Mississippi Department of Marine Resources (MDMR) proposes to build a gravel parking area on approximately 1.5 acres in Section 17, Township 6 South, Range 11 West, Harrison County, Mississippi. The project will utilize surface drainage, to manage storm water both during and after construction. This purpose of this plan (SWPPP) is to accompany the SCNOI and outline the minimum standards, practices, and requirements necessary for the contractor to meet requirements of the Environmental Protection Agency (EPA) and Mississippi Department of Environmental Quality (MDEQ) regarding treatment and discharge of storm water.

**2.0 CONSTRUCTION STORMWATER MANAGEMENT ACTIVITIES**

Major construction activities associated with the project will include, but not necessarily be limited to clearing and grubbing, demolition, removal of existing pavements, earth moving, site grading, installation of subsurface drainage and utilities (including dewatering), parking areas, driveways, grassing and ancillary construction.

**2.1 Sequence of Major Construction Activities**

Major construction activities will be scheduled and carried out in a manner consistent with routine construction practices. The following list provides a general schedule of the events that will occur during construction as well as the sequence in which the events are proposed:

1. Installation of downslope and perimeter temporary sediment control devices;
2. Clearing & Grubbing;
3. Demolition;
4. Earth moving activities / rough grading;
5. Construction of parking areas and drainage;
6. Final grading;
7. Grow in of grassing; and
8. Cleaning and/or removal of temporary erosion control devices.

## **2.2 Timing of Control Measures**

Temporary sediment control devices will be installed prior to commencement of clearing and grubbing activities. Areas which have been disturbed by construction activities will be stabilized to prevent erosion and sedimentation. Once site construction is complete, the entire site will be stabilized with permanent seed, sod, and/or paving.

## **2.3 Stabilization Practices**

Construction entrances and all interior construction areas will be monitored for excessive buildup of mud and/or dirt from the site. Disturbed areas of the site and stockpiled soil will be stabilized with temporary seed and mulch as needed. Silt fence shall be placed at openings of inlets and flared end sections to filter sediments. Disturbed areas of the site where construction activities have permanently ceased will be stabilized with permanent seed, sod, or pavement immediately following completion of the last land disturbance activity as described in **Section 2.5.1**.

## **2.4 Grading Activities**

Land grading activities will include the subbase for the gravel parking. The majority of the grading will occur during the first month of construction and will be focused on shaping the site to final grades. Due to the topography of the area, off-site fill material will be required from outside the project limits (if applicable). Construction entrances shall be installed and maintained to minimize off-site sedimentation resulting from vehicle tracking.

## **2.5 Erosion and Sediment Controls**

During construction, care will be taken to manage storm water, and the owner will implement appropriate erosion and sediment control to retain sediment on site. The objective of the plan will divert upslope water around disturbed areas, limit exposure of disturbed areas to the shortest time possible, disturb the smallest area possible, preserve vegetation where possible, and slow rainfall runoff velocities to prevent erosion. A variety of vegetative and structural controls shall be used.

### **2.5.1 Vegetative Controls**

Construction shall proceed in a planned sequence, and every attempt will be made to preserve existing vegetation in order to reduce erosion. All disturbed sites, on which construction activities will not resume for a period of fourteen (14) calendar days or more, shall be managed and re-vegetated no later than the next work day following clearing, grading, grubbing, excavating, and

all other land disturbance activities. Where applicable, disturbed areas shall be stabilized by use of temporary seeding, permanent seeding, mulching, sod stabilization, and/or vegetative buffer zones.

If it is not feasible to achieve this requirement due to circumstances beyond the contractor's control, then the following stabilization deadlines shall be followed:

1. Immediately initiate, and within fourteen (14) calendar days complete, the installation of temporary non-vegetated stabilization measures to prevent erosion;
2. Complete all soil conditioning, seeding, watering or irrigation installation, mulching, and other required activities related to the planting and initial establishment of vegetation as soon as conditions or circumstances allow it on your site; and,
3. Document the circumstances that prevent you from meeting the deadlines required and the schedule you will follow for initiating and completing stabilization.

#### **2.5.1.1 Temporary Seeding**

Temporary seeding shall be planted in accordance with the planting schedule, rate of application, and planting preparation outlined in the MDEQ seeding chart.

#### **2.5.1.2 Permanent Seeding**

If called for on plans, permanent seeding shall be established on disturbed surfaces along the access road and project site upon final grading and other activities.

#### **2.5.1.3 Sod Stabilization**

If called for on plans, sod shall be provided at appropriate places within the project site upon completion of final grading and other activities.

### **2.5.2 Structural Controls**

In addition to the vegetative practices referenced above, certain structural erosion control measures shall be implemented, as needed. These measures include diverting flows from exposed soils, or otherwise limiting runoff from exposed areas. Other structural devices may include wattles, silt fences, drainage swales, rock check dams, and storm water detention basins.

#### **2.5.2.1 Stabilized Construction Entrance / Exit**

Stabilized construction entrances shall be installed to help reduce the vehicular tracking of

sediments onto public roads. These stabilization areas shall consist of a layer of natural stone or other acceptable material to a depth of at least six inches and a length of at least 50 feet prior to the intersection of any public road.

#### **2.5.2.2 Silt Fencing and Sediment Barriers**

Silt fencing and sediment barriers shall be installed to intercept and detain sediment from disturbed areas during construction activities. Silt fencing shall consist of synthetic woven or non-woven fabric and will be attached to supporting posts and entrenched, as indicated on attached construction details. Sediment barriers shall be constructed of natural stone, concrete riprap, wattles, or other acceptable materials. These structures shall be installed downslope of disturbed areas or in minor swales or ditch lines that have been constructed for the sole purpose of storm water drainage. Silt fencing and sediment barriers shall not be installed in live streams or in areas where surface flow is anticipated to exceed 1 cubic foot per second (cfs).

#### **2.5.2.3 Riprap Channel & Outlet Protection**

Riprap outlet protection shall be placed at the outlet end of culverts or alongside slopes of channels located throughout the project site and as indicated on the plans.

#### **2.5.2.4 Temporary Sediment Basins**

Temporary sediment basins shall be constructed at locations indicated on the plans to allow sediment suspended in storm water to be deposited prior to being discharged from the site. Once temporary sediment basins are one-half (50%) full, the sediment shall be removed from the basin. Permanent storm water basins shall be utilized as temporary sedimentation basins during construction.

#### **2.5.2.5 Other Structural Controls**

Other structural controls may be implemented into the erosion control plan and the required materials, objectives and details shall be indicated in the plans.

### **2.6 Prohibited Non-Storm Water Discharges**

The following non-storm water discharges are prohibited:

1. Wastewater from washout of concrete (unless managed by appropriate Best Management Practices (BMPs))

2. Wastewater from washout and cleanout of stucco, paint, from releasing oils, curing compounds and other construction materials
3. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance
4. Soaps or solvents used in vehicle and equipment washing
5. Wastewater from Sanitary facilities, including portable toilets
6. Dewatering activities, including from dewatering of trenches and excavations (unless managed by appropriate BMPs).

### **3.0 POST-CONSTRUCTION STORMWATER MANAGEMENT**

Post-construction storm water management shall be accomplished through the use of surface drainage, subsurface drainage and storm water detention basins. Regular maintenance (including grass mowing), cleaning, and inspections shall be conducted every six (6) months to ensure the subsurface drainage system and storm water detention basins operate at maximum efficiency.

### **4.0 MAINTENANCE / INSPECTION PROCEDURES**

All storm water control measures outlined above shall require routine inspection and periodic maintenance during the duration of construction. The contractor shall inspect all stormwater control devices on a scheduled basis and perform all necessary maintenance measures to ensure their proper function during construction activities.

#### **4.1 Construction Inspection and Maintenance Practices**

In order to ensure the effectiveness of the erosion and sediment control practices incorporated into this plan, the contractor shall inspect and maintain the storm water control devices referenced above during construction of the project. These devices shall be inspected and maintained as follows:

1. All erosion and sediment control measures shall be inspected at least once each week for a minimum of four inspections per month and following any rain events that produce a discharge. All measures shall be maintained in good working order and repaired within 24 hours of any reported problem unless prevented by unsafe weather conditions as documented on the inspection form.
3. Sediment buildup behind silt fences or barriers shall be removed when it has reached one-half of the height of the barrier.
4. Silt fences and silt barriers shall be inspected for depth of sediment, tears,

breaches, and general integrity on a weekly basis.

5. A maintenance inspection report shall be completed after each inspection and filed on the job site by the site contractor.
6. It is also strongly recommended that a "walk through" inspection of the construction site daily to ensure controls are in place and will function properly.

#### **4.2 Post-Construction Inspection and Maintenance Practices**

Upon completion of construction, and in order to ensure the effectiveness of the drainage system and storm water management features described in this plan, the MDMR shall inspect the storm water system as part of its overall site inspection and maintenance program. The system shall be inspected and maintained as follows:

1. Yard and lawn areas shall be maintained by regular mowing during the growing season to keep grass to an acceptable length.
2. Every six months ditches, swales, inlets, drainage culverts and storm water basins shall be inspected. Any ditches, swales or culverts that have become overgrown or clogged shall be corrected within 72 hours.
3. Any areas of the site that show signs of erosion will be grassed by seeding or sodding and stabilized within seven (7) days.
4. Storm water basins shall be inspected for stable banks or side slopes, deposition of sediment and overgrowth of vegetation. Once sediment deposits take up 10% of the designed volume of a detention basin, the sediment shall be removed and the basin restored to its designed volume. All deficiencies in overgrowth of vegetation, instability of erosion of side slopes or loss of volume due to sediment shall be corrected within seven (7) days.
5. A maintenance inspection report shall be made after each inspection and filed on the site by the MDMR.

#### **5.0 MATERIAL MANAGEMENT PRACTICES / SPILL PREVENTION**

In addition to the erosion and sediment control measures that will be implemented both during and after construction, the shall require certain material management and spill prevention measures to prevent impacts to water quality.

## **5.1 Housekeeping Practices**

The following housekeeping practices shall be followed on site during the construction project:

1. All materials stored on site shall be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
2. Products shall be kept in their original containers with the original manufacturer's label.
3. Manufacturer's recommendations for proper use and disposal shall be followed.
4. The site superintendent shall inspect the site on a daily basis to ensure proper use and disposal of materials on site.
5. All sediment or other debris tracked or deposited from the site onto adjacent streets and other paved surfaces shall be swept or removed.
6. All sediment or other pollutants that have accumulated in or near any sediment control measures, storm water conveyance channels, storm drain inlets, or water course conveyance within the construction site shall be removed.
7. Accumulated sediment that has been trapped by sediment control measures at the site shall be removed in accordance with maintenance requirements, as described in **Section 4.1**.

After construction, the developer shall utilize good housekeeping practices to prevent the accidental release of contaminants and/or pollutants from entering the surrounding surface waters.

## **5.2 Spill Control Practices**

The following practices shall be used to reduce the risks associated with any spills of materials during the construction phase of the project:

1. All spills shall be cleaned up immediately after discovery.
2. Spills of toxic or hazardous materials shall be reported to the appropriate government agency.
3. Materials and equipment necessary for spill cleanup shall be kept in the material storage area on site. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, absorbent material, sand, sawdust, and plastic and metal trash containers.

### **5.3 Waste Disposal**

All waste materials will be collected and stored in a covered metal dumpster provided by a licensed solid waste management company in Harrison County, Mississippi. All construction debris and trash will also be deposited in the dumpster. Construction waste shall not be buried on site. All personnel shall be instructed regarding the correct procedure for waste disposal. All hazardous waste materials will be disposed of in the manner specified by the local or state regulation or by the Material Safety Data Sheets (MSDS) provided with the particular waste material. All sanitary waste will be collected from the portable units as required.

Once site development is completed, the MDMR shall utilize appropriate solid waste disposal procedures commensurate with the type of solid waste generated at the site. All sanitary waste generated on the site shall be discharged to a public wastewater utility system.

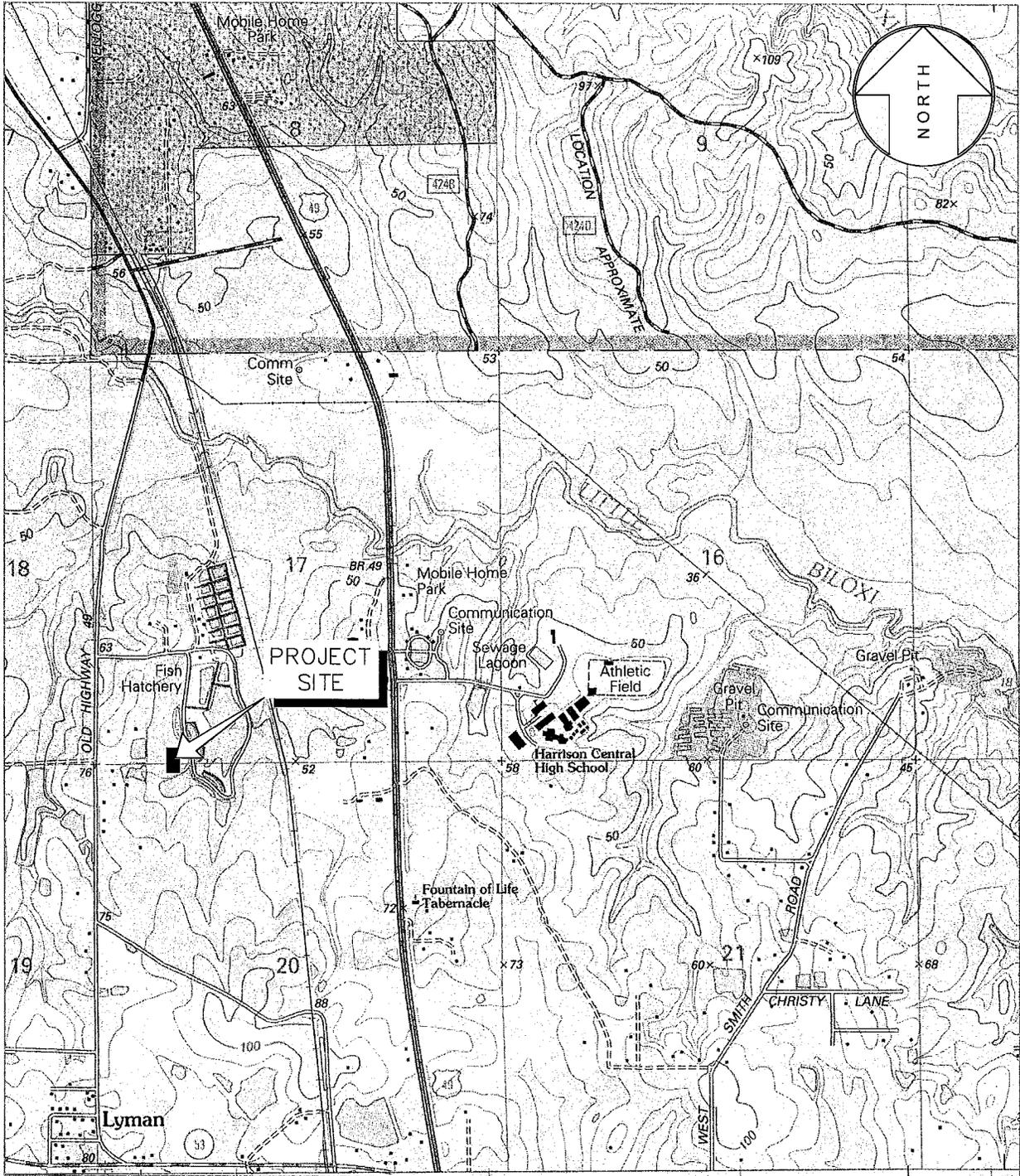
**APPENDIX I**

**VICINITY MAP  
(USGS QUADRANGLE MAP)**

# MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

1141 BAYVIEW AVENUE  
BILOXI, MISSISSIPPI 39530  
228-374-5000 (PH) 228-374-5005 (FAX)

1" = 2000'



DATE: 11-30-2017  
FILE NAME: 3538\_VICINITY.dwg



LYMAN  
BOAT MAINTENANCE YARD  
LOCATION MAP  
LYMAN, MISSISSIPPI

## ***APPENDIX II***

### ***SITE PLAN***



***APPENDIX III***

***EROSION CONTROL PLAN***



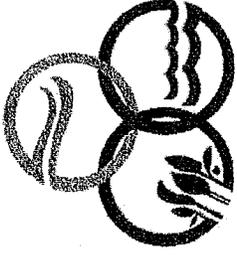
## ***APPENDIX IV***

### ***EROSION CONTROL CONSTRUCTION DETAILS***





State of Mississippi  
Mississippi Department of Environmental Quality (MDEQ)  
Office of Pollution Control (OPC)



## SMALL CONSTRUCTION GENERAL PERMIT

FOR LAND DISTURBING ACTIVITIES OF ONE (1) TO LESS THAN FIVE (5) ACRES

TO DISCHARGE STORM WATER AND ALLOWABLE NON-STORM WATER FROM REGULATED CONSTRUCTION ACTIVITIES  
IN ACCORDANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

### THIS CERTIFIES THAT

FACILITIES OR PROJECTS ISSUED A CERTIFICATE OF PERMIT COVERAGE UNDER THIS PERMIT ARE GRANTED  
PERMISSION TO DISCHARGE STORM AND/OR ALLOWABLE NON-STORM WATER FROM REGULATED CONSTRUCTION  
ACTIVITIES INTO STATE WATERS

in accordance with effluent limitations, inspection requirements and other conditions set forth in herein. This permit is issued  
in accordance with the provisions of the Mississippi Water Pollution Control Law (Section 49-17-1 et seq., Mississippi Code  
of 1972), and the regulations and standards adopted and promulgated thereunder, and under authority granted pursuant to  
Section 402(b) of the Federal Water Pollution Control Act.

Mississippi Environmental Quality Permit Board

Authorized Signature

Mississippi Department of Environmental Quality

Issued: April 18 2013

Expires: March 31 2018

Permit No. MSR15

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Small Construction General Permit  
Subject Item Inventory

Subject Item Inventory:

| ID      | Designation        | Description   |
|---------|--------------------|---|
| ACT1    | Small Construction | Introduction  |
| ACT2    | Small Construction | Permit Applicability and Coverage                                     |
| ACT3    | Small Construction | Obtaining Coverage  |
| ACT4    | Small Construction | Small Construction Notice of Intent                                   |
| ACT5    | Small Construction | Storm Water Pollution Prevention Plan (SWPPP) Development and Content |
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| ACT8    | Small Construction | Record Keeping  |
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| ACT10   | Small Construction | Standard Requirements Applicable to All Water Permits                 |
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| AI35524 |                    |   |

**KEY**

ACT = Activity  
AREA = Area  
CONT = Control Device  
IA = Insignificant Activity  
RPNT = Release Point

AI = Agency Interest  
CAFO = Concentrated Animal Feeding Operation  
EQPT = Equipment  
MAFO = Animal Feeding Operation  
TRMT = Treatment

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**ACT1 (Small Construction) Introduction:**

**Narrative Requirements:**

| Condition No. | Condition     |
|---------------|---------------|
| T-1           | INTRODUCTION: |

The Small Construction General Permit (SCGP) authorizes storm water discharges from construction activities disturbing one (1) acre to less than five (5) acres, or less than one acre if part of a "larger common plan of development or sale," where the total acreage is based on cumulative planned disturbance (see Definitions). Construction activities that disturb five acres or greater are regulated under the Large Construction General Permit.

Storm water discharges that enter state waters or storm water conveyance systems leading to state waters are subject to regulation and compliance with the conditions set forth in this permit. This permit also authorizes storm water discharges from any other construction activity designated by the Executive Director based on the potential for contribution to an excursion of a water quality standard or for significant contribution of pollutants to state waters. Upon issuance by the Permit Board on Environmental Quality, this permit will replace the previous Small Construction General Permit which expired on December 31, 2012.

Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility (for example, the maintenance of existing ditches, channels, or other similar storm water conveyances, as well as routine grading of existing dirt roads, asphalt overlays of existing roads, re-clearing of vegetation in a right-of-way, and other similar maintenance activities). [WPC-1]

**ACT2 (Small Construction) Permit Applicability and Coverage:**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-1           | <p>PERMIT AREA:<br/>The Small Construction General Permit covers all areas of the State of Mississippi. [WPC-1]</p>   |
| T-2           | <p>COVERED DISCHARGES:<br/>(1) Discharges composed entirely of storm water and allowable non-storm water identified in T-5 of this ACT from small construction activities including clearing, grading, excavating and other land disturbing activities equal to or greater than one (1) acre and less than five (5) acres. These discharges are designated as small construction activities under the National Pollutant Discharge Elimination System (NPDES) storm water program and are covered under this permit. Small construction activities disturbing less than one (1) acre are designated if:<br/><br/>(A) The project is part of a larger common plan of development or sale with a cumulative planned disturbance of equal to or greater than one (1) acre and less than five (5) acres (for example, individual or commercial lots that are part of a subdivision or a commercial development that initially impacts less than one (1) acre but will ultimately exceed the one (1) acre threshold, or<br/><br/>(B) The Executive Director of the Mississippi Department of Environmental Quality (MDEQ) designates the construction activity based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to waters of the State. [WPC-1]</p>  |
| T-3           | <p>(2) A project is eligible for coverage under this general permit for discharges of pollutants to water bodies for which there is a Total Maximum Daily Load (TMDL) established or approved by the Environmental Protection Agency (EPA) if measures and controls are incorporated that are consistent with the assumptions and requirements of such TMDL. To be eligible for coverage under this general permit, the project must incorporate in the Storm Water Pollution Prevention Plan (SWPPP) and/or effluent limitation any conditions applicable to any discharge(s) necessary for consistency with the assumptions and requirements of such TMDL. If, after coverage issuance, a specific wasteload allocation is established that would apply to the project's discharge, the project must implement steps necessary to meet that allocation within six (6) months from the final TMDL approval date. MDEQ's approved TMDL list may be found at the link listed in paragraph (3) below. In addition, "Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas (Three Volumes)" identifies specific controls that may be used to address consistency with any applicable TMDLs. The manual can be found at: <a href="http://deq.state.ms.us/MDEQ.nsf/page/NPS_PlanningandDesignManual2ndEd_Vol1?OpenDocument">http://deq.state.ms.us/MDEQ.nsf/page/NPS_PlanningandDesignManual2ndEd_Vol1?OpenDocument</a>. [WPC-1]</p> |

**ACT2 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-4           | <p>(3) A project is eligible for coverage under this general permit for discharges of storm water to impaired water bodies on MDEQ's 303(d) list, provided best management practices (BMPs) are employed that prohibit further impairment of the designated and/or existing beneficial uses in the receiving water body. To be eligible for coverage under this general permit, the owner/operator must indicate on the SCNOI that the project discharges to a 303(d) listed receiving water and incorporate appropriate BMPs in its SWPPP. MDEQ's 303(d) list of impaired water bodies may be found on MDEQ's website at: <a href="http://www.deq.state.ms.us/MDEQ.nsf/page/TWB_Total_Maximum_Daily_Load_Section">http://www.deq.state.ms.us/MDEQ.nsf/page/TWB_Total_Maximum_Daily_Load_Section</a>. [WPC-1]</p>   |
| T-5           | <p><b>ALLOWABLE NON-STORM WATER DISCHARGES:</b></p> <p>Owner or operators are authorized for the following non-storm water discharges. Except for flows from fire fighting activities, sources of non-storm water below that are combined with storm water discharges associated with construction activity must be identified in the Storm Water Pollution Prevention Plan (SWPPP). The SWPPP must identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.</p> <ul style="list-style-type: none"> <li>A. Discharges from fire-fighting activities</li> <li>B. Fire hydrant flushings</li> <li>C. Waters used to wash vehicles where detergents are not used</li> <li>D. Water used to control dust</li> <li>E. Potable water sources including water line flushings</li> <li>F. Routine external building wash down that does not use detergents</li> <li>G. Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless totally removed) and where detergents are not used</li> <li>H. Uncontaminated air conditioning or compressor condensate</li> <li>I. Uncontaminated ground water or spring water</li> <li>J. Foundation or footing drains where flows are not contaminated with process materials such as solvents</li> <li>K. Uncontaminated excavation dewatering</li> <li>L. Landscape irrigation. [WPC-1]</li> </ul> |

**ACT2 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-6           | <p><b>PROHIBITED NON-STORM WATER DISCHARGES:</b></p> <ul style="list-style-type: none"> <li>A. Wastewater from washout of concrete (unless managed by an appropriate control)</li> <li>B. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials</li> <li>C. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance</li> <li>D. Soaps or solvents used in vehicle and equipment washing</li> <li>E. Wastewater from sanitary facilities, including portable toilets. [WPC-1]</li> </ul>  |
| T-7           | <p><b>THIS PERMIT DOES NOT AUTHORIZE:</b></p> <ul style="list-style-type: none"> <li>(1) Discharges associated with construction activity that disturb five (5) or more acres that are covered under the Large Construction General Permit or that have been covered under an individual permit in accordance with ACT3, S-2 of this permit.</li> <li>(2) Discharges from construction sites that the Executive Director determines will cause, or have reasonable potential to cause or contribute to, violations of water quality standards. Where such determinations have been made, the Mississippi Environmental Quality Permit Board (Permit Board) will contact the owner or operator. The Permit Board may determine that an individual permit application is necessary in accordance with ACT3, S-2 of this permit. However, the Permit Board may authorize coverage under this permit after appropriate controls and implementation procedures, designed to bring the discharges into compliance with water quality standards, have been included in the Storm Water Pollution Prevention Plan.</li> <li>(3) Discharges to impaired receiving waters, unless the SWPPP specifically identifies Best Management Practices (BMPs) which ensure storm water will not cause or contribute to non-attainment of a water quality standard. In cases where the Permit Board becomes aware of potential impairment due to small construction activities, the Permit Board will require the submittal of the SWPPP in order to ascertain whether the selected BMPs are sufficient to comply with requirements of this permit or any other requirements of the Permit Board.</li> <li>(4) Construction activities that will affect state waters, including wetlands, without obtaining the necessary U.S. Army Corps of Engineers' (COE) individual Section 404 permit or coverage under a COE nationwide or general permit. If a Small Construction Notice of Intent (SCNOI) is requested by the Permit Board, appropriate COE documentation must be included. [WPC-1]</li> </ul> |

**ACT2 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-8           | (5) Discharges that originate from the site after construction activities have been completed and the site has undergone final stabilization.<br>(6) Discharges of hazardous substances or oil resulting from an on-site spill.<br>(7) Discharges that are likely to jeopardize the continued existence of any species that is listed as endangered or threatened under the Environmental Species Act (ESA) or result in the adverse modification or destruction of habitat that is designated under ESA. [WPC-1] |

**ACT3 (Small Construction) Obtaining Coverage:**

**Submittal/Action Requirements:**

| Condition No. | Condition   |
|---------------|---|
| S-1           | <p><b>HOW TO OBTAIN AUTHORIZATION:</b></p> <p>(1) If a Small Construction Notice of Intent (SCNOI) has not been requested by the Permit Board (SCNOI not submitted to MDEQ). Owners or operators are authorized to discharge storm water or allowable non-storm water associated with small construction activity under the terms and conditions of this permit upon commencement of small construction land disturbing activities (i.e., Construction may begin after the completion of the SCNOI and the development and implementation of the required Storm Water Pollution Prevention Plan (SWPPP)).</p> <p>(2) If a Small Construction Notice of Intent (SCNOI) has been requested by the Permit Board (SCNOI submitted to MDEQ). Owners or operators are authorized to discharge storm water or allowable non-storm water only after staff review and receipt of written notification of approval of coverage by the Permit Board Staff. [WPC-1]</p> |
| S-2           | <p><b>REQUIRING AN INDIVIDUAL PERMIT:</b></p> <p>Upon receipt of a SCNOI, the Permit Board may require an alternate permit. The Permit Board may require any owner or operator of land disturbing activities of equal to or greater than one (1) acre and less than five (5) acres to apply for and obtain an individual NPDES permit. Any interested person may petition the Permit Board to take action under this paragraph. The Permit Board may require any small construction owner or operator to apply for an individual NPDES permit only if the owner or operator has been notified in writing. This notice shall include reasons for this decision, an application form and a filing deadline. The Permit Board may grant additional time upon request. [WPC-1]</p>  |

**ACT4 (Small Construction) Small Construction Notice of Intent:**

**Submittal/Action Requirements:**

| Condition No. | Condition  |
|---------------|--|
| S-1           | <p data-bbox="602 1194 626 1843"><b>SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI):</b></p> <p data-bbox="662 155 834 1843">Prior to the commencement of small construction activity, the owner or operator must complete a Small Construction Notice of Intent (SCNOI) provided at the end of this permit. The SCNOI and SWPPP described in ACT5 shall be submitted to the Mississippi Department of Environmental Quality (MDEQ) only upon request from MDEQ. However, the SCNOI and SWPPP must be maintained at the permitted site or locally available in case inspector review is necessary. Failure to complete a SCNOI prior to the commencement of construction activity or to submit a SCNOI when requested is a violation of State regulations. The SCNOI shall be retained by the owner or operator as required by ACT8, R-1 of this permit. Attachments to the SCNOI must include: a Storm Water Pollution Prevention Plan (SWPPP) and a U.S. Geological Survey quadrangle map or copy (only if required to be submitted to MDEQ) showing site location.</p> <p data-bbox="865 197 974 1843">The owner(s) of the property and the operator(s) associated with the regulated construction activity on the property have joint and severable responsibility for compliance with the permit. Notwithstanding any permit condition to the contrary, the coverage recipient and any person who causes pollution of waters of the state or places waste in a location where they are likely to cause pollution, shall remain responsible under applicable federal and state laws and regulations, and applicable permits.</p> |

The SCNOI shall be signed in accordance with the provisions of ACT10, T-4 of this permit. [WPC-1]

**ACT4 (continued):**

**Narrative Requirements:**

| Condition No. | Condition  |
|---------------|--|
| T-1           | WHERE TO SUBMIT THE SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI), IF REQUESTED:<br><br>If requested, complete and appropriately signed SCNOI forms must be submitted to:<br><br>Chief, Environmental Permits Division<br>MS Dept of Environmental Quality, Office of Pollution Control<br>P.O. Box 2261<br>Jackson, Mississippi 39225<br><br>For priority or overnight deliveries, the physical address is:<br><br>515 East Amite Street<br>Jackson, Mississippi 39201. [WPC-1] |

**ACT5 (Small Construction) Storm Water Pollution Prevention Plan (SWPPP) Development and Content:**

**Submittal/Action Requirements:**

| Condition No. | Condition   |
|---------------|---|
| S-1           | <p><b>SWPPP DEVELOPMENT:</b></p> <p>A site-specific SWPPP shall be developed requiring the design, installation, implementation and maintenance of effective pollution prevention measures by each owner or operator subject to this permit. A SWPPP shall be prepared in accordance with sound engineering practices and shall identify potential sources of pollution, which may reasonably be expected to affect the quality of storm water discharges associated with construction activity. The SWPPP shall describe and ensure the implementation of specific best management practices for the project site, which will reduce pollutants in storm water discharges and assure compliance with the terms and conditions of this permit.</p> <p>(1) The SWPPP shall be retained at the permitted site or locally available. A copy of the SWPPP must be made available to the MDEQ or MS4 inspectors for review at the time of an on-site inspection.</p> <p>(2) BMPs shall be in place upon commencement of construction.</p> <p>(3) The Executive Director of MDEQ or designee will notify the owner or operator whenever he/she becomes aware that the SWPPP does not meet the minimum requirements of this permit. After notification, the owner or operator shall amend the SWPPP, implement the changes and certify in writing to the Executive Director that the requested changes have been made. Unless otherwise provided by the Executive Director, the requested changes shall be made within 15 days.</p> <p>(4) The owner or operator shall amend the SWPPP and implement the changes before there is a change in construction, operation, or maintenance, which may potentially affect the discharge of pollutants to State waters.</p> <p>(5) The owner or operator shall amend the SWPPP and implement the necessary changes within 15 days if the SWPPP proves to be ineffective in controlling storm water pollutants including, but not limited to, significant sediment leaving the site and non-functioning BMPs. [WPC-1]</p> |

**ACT5 (continued):**

**Narrative Requirements:**

| Condition No. | Condition |
|---------------|-----------|
|---------------|-----------|

T-1 SWPPP CONTENT:

Owner or Operator:

The SWPPP shall identify the "owner or operator" as defined in ACT11 of this permit. The operator's name, complete mailing address and telephone number(s) shall be identified on the plan. [WPC-1]

Erosion and Sediment Controls and Soil Stabilization Requirements:

The SWPPP shall list and describe site-specific controls appropriate for the construction activities as well as the procedures for implementing such controls. Controls shall be designed to retain sediment on-site and to minimize the discharge of pollutants. If any of the below controls cannot be implemented on the project site, the SWPPP must include written justification as to why site-specific constraints and/or costs make the control(s) infeasible. At a minimum, such controls must be designed, installed and maintained to:

- (1) Control storm water volume and velocity within the site to minimize soil erosion;
- (2) Control storm water discharges, including both peak flow rates and total storm water volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion;
- (3) Minimize the amount of soil exposed during construction activity;
- (4) Minimize the disturbance of steep slopes. [WPC-1]

**ACT5 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-2           | <p data-bbox="602 1497 626 1843">SWPPP CONTENT (continued):</p> <ul style="list-style-type: none"> <li data-bbox="662 191 743 1843">(5) Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting storm water runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;</li> <li data-bbox="776 216 833 1843">(6) Provide and maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible. A 150-foot wide buffer zone is recommended;</li> <li data-bbox="865 1119 889 1843">(7) Minimize soil compaction and, unless infeasible, preserve topsoil;</li> <li data-bbox="922 233 979 1843">(8) Direct storm water to vegetated areas, brush barriers, silt fences, hay bales, etc. to aid in the filtration, infiltration, velocity reduction and diffusion of the discharge;</li> <li data-bbox="1011 1089 1036 1843">(9) Transport runoff down steep slopes through lined channels or piping;</li> <li data-bbox="1068 1152 1092 1843">(10) Minimize the amount of cut and fill, and soil compaction; and</li> <li data-bbox="1125 1295 1149 1843">(11) Minimize off-site vehicle tracking of sediments.</li> </ul> |

At a minimum, the controls must be in accordance with the standards set forth in the most current edition of the Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas (Three Volumes), or other recognized manuals of design as appropriate for Mississippi. The planning and design manual can be obtained by calling 601/961-5171 or may be found electronically on the MDEQ website at: [http://deq.state.ms.us/MDEQ.nsf/page/NPS\\_PlanningandDesignManual2ndEd\\_Vol1?OpenDocument](http://deq.state.ms.us/MDEQ.nsf/page/NPS_PlanningandDesignManual2ndEd_Vol1?OpenDocument)

**ACT5 (continued):**

**Narrative Requirements:**

| Condition No. | Condition  |
|---------------|--|
| T-3           | <p>SWPPP CONTENT (continued):</p> <p>The number and type of BMPs included in the SWPPP must reflect the specific conditions of the construction site. An effective SWPPP includes a combination of BMPs that are designed to work together. A combination of BMPs is listed below and must be included as minimum components of a SWPPP. [WPC-1]</p>   |
| T-4           | <p>(1) Vegetative Practices shall be designed to preserve existing vegetation where feasible and initiate vegetative stabilization measures after land disturbing activities. Such practices may include, but not limited to, temporary seeding, permanent seeding, mulching, sod stabilization, vegetative buffer strips, tree protection and topsoil preservation.</p> <p>Soil stabilization-vegetative stabilization measures must be initiated whenever any clearing, grading, excavating or other land disturbing activities have temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) days or more. The appropriate temporary or permanent vegetative practices shall be implemented within seven (7) calendar days.</p>   |
| T-5           | <p>The following specific practices must be included, unless infeasible (see Definitions). If any of the following practices are deemed infeasible, written justification must be included in the SWPPP.</p> <p>(A) Buffer zones (see Definitions) shall be maintained between land disturbing activities and water bodies.</p> <p>(B) Topsoil should be stockpiled and used in areas that will be re-vegetated. When final grade is reached it should be distributed to a minimum depth of 2 inches on 3:1 slopes and 4 inches on flatter slopes.</p> <p>(C) Heavy equipment use in areas to be re-vegetated should be avoided. If compaction cannot be avoided, the top 4 inches of the soil bed should be tilled before re-vegetation. Any necessary fertilizer or other soil amendments should be added during the tilling process. [WPC-1]</p> <p>(2) Structural practices shall divert flows from exposed soils, store flows or otherwise limit runoff from exposed areas. Such practices may include, but are not limited to, construction entrance/exit, silt fences, earth dikes, brush barriers, drainage swales, check dams, subsurface drains, pipe slope drains, level spreaders, drain inlet protection, outlet protection, detention/retention basins, sediment traps, temporary sediment basins or equivalent sediment controls. [WPC-1]</p> |

**ACT5 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-6           | <p>The following specific practices must be included, unless infeasible (see Definitions). If any of the following practices are deemed infeasible, written justification must be included in the SWPPP.</p> <ul style="list-style-type: none"><li>(A) Steep Slopes (see Definitions) that cannot be avoided must have, at a minimum, silt fences or equivalent sediment controls for all down slope boundaries (and for those side slope boundaries deemed appropriate by individual site conditions), unless a sediment basin providing storage for a calculated volume of runoff from a 2-year, 24-hour storm or 3,600 cubic feet of storage per acre drained is provided.</li><li>(B) Construction entrances/exits (see Definitions) shall be installed wherever traffic will be leaving a construction site and moving directly onto a paved public road.</li><li>(C) Storm Drain Inlets-Inlets that could receive storm water from construction activities shall be protected by surrounding or covering with a filter material until final stabilization has been achieved.</li><li>(D) Perimeter Controls-Natural areas shall be maintained and supplemented with silt fence and fiber rolls around project perimeter. If not feasible to maintain natural areas, a silt fence or similar controls, such as fiber rolls, are sufficient.</li><li>(E) Phasing-Schedule or sequence construction activities in order to concentrate work in specific areas so that the amount of soil exposed at one time is minimized.</li></ul> |

**ACT5 (continued):**

**Narrative Requirements:**

| Condition No. | Condition  |
|---------------|--|
| T-7           | <p>(3) Facilities discharging into impaired receiving waters (i.e., receiving stream segments which are listed on MDEQ's 303(d) List of Impaired Waters or segments for which a Total Daily Maximum Load (TMDL) has been approved) must identify the pollutant of concern(s) for the receiving stream in the SWPPP. If applicable, the SWPPP shall describe how the selected BMPs will ensure that discharges from the site will not cause or contribute to excursions of the water quality standards in the receiving stream.</p> <p>(4) A description of any post-construction control measures should be installed, as necessary, to control pollutants in storm water after construction is complete. These controls include, but are not limited to, one or more of the following: on-site infiltration of runoff, flow attenuation using open vegetated swales, exfiltration trenches and natural depressions, constructed wetlands and retention/detention structures. Where needed, velocity dissipation devices shall be placed at detention or retention pond outfalls and along the outfall channel to provide for a non-erosive flow.</p> <p>(5) Proposed responsible parties (original coverage recipient or new owner or operator) shall be identified for individual lots or out-parcels that are part of a larger common plan of development or sale. If permit responsibility is retained by the original coverage recipient, a narrative description of sediment and erosion controls for subdivision lots is acceptable. Out-parcels in commercial developments must be included in the scaled site map referenced below. [WPC-1]</p> |
| T-8           | <p><b>Housekeeping Practices:</b></p> <p>The owner or operator shall design, install, implement and maintain practices appropriate to prevent pollutants from entering storm water from construction sites because of poor housekeeping. These practices must be listed in the SWPPP and located on the site map.</p> <p>The owner or operator shall designate and report in the SWPPP areas for equipment maintenance and repair and concrete chute wash off; provide waste receptacles and regular collection of waste; provide adequately maintained sanitary facilities; provide protected storage areas for chemicals, paints, solvents, fertilizers, pesticides, herbicides, detergents and other potentially toxic materials; and implement spill and leak prevention practices and response procedures if spills and leaks do occur; minimize the exposure of building materials, building products, construction wastes, trash and landscape materials. These areas and specific potential pollutants shall be addressed in the SWPPP and located on the scaled site map. [WPC-1]</p>   |
| T-9           | <p><b>Flocculant Application:</b></p> <p>Flocculants, meeting the criteria contained in the Large Construction General Permit (MSR10) and used in accordance with manufacturer's instructions, may be incorporated as part of an overall storm water management system. If flocculant application is proposed, the SWPPP must list the proposed flocculants to be used, describe the method, frequency and location of introduction, and identify the location of BMPs where flocculated material will settle. [WPC-1]</p>   |

**ACT5 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-10          | <p>Prepare Scaled Site Map(s):</p> <p>If the construction project is a linear construction project (e.g., pipeline, road, etc.), a scaled site map is not required, however standard diagrams (e.g., cross sections showing dimensions and labeled components) of erosion and sediment controls to be used must be submitted. [WPC-1]</p>   |
| T-11          | <p>The owner or operator of a non-linear construction project shall prepare a scaled site map showing:</p> <ol style="list-style-type: none"> <li>(1) Boundaries of property and proposed construction activities, noting any phasing of construction activities,</li> <li>(2) Original and proposed contours (if feasible), with steep slopes (see Definitions) identified,</li> <li>(3) North arrow,</li> <li>(4) Drainage pattern arrows and storm water outfalls,</li> <li>(5) Location of sensitive areas, such as wetlands, perennial streams and adjacent receiving water bodies,</li> <li>(6) Natural buffer zones</li> <li>(7) Location of any storm drain inlets,</li> <li>(8) All erosion and sediment controls (vegetative and structural),</li> <li>(9) Any post-construction control measures, and</li> <li>(10) Location of housekeeping practices.</li> </ol> <p>If flocculant application is proposed, the location(s) of the following items shall be marked and labeled on the site map.</p> <ol style="list-style-type: none"> <li>(1) Flocculant introduction point(s), and</li> <li>(2) BMPs where flocculated material will settle. [WPC-1]</li> </ol> |
| T-12          | <p>Implementation Sequence:</p> <p>The SWPPP shall outline an implementation sequence (including any phasing of construction activities), which coordinates the timing of all major land-disturbing activities together with the necessary erosion and sedimentation control measures planned for the project. [WPC-1]</p>  |

**ACT5 (continued):**

**Narrative Requirements:**

| Condition No. | Condition  |
|---------------|--|
| T-13          | <p>Implementation of Controls:</p> <p>The SWPPP shall require the owner or operator, in disturbing an area, to implement controls as needed to prevent erosion and adverse impacts to waters of the State. [WPC-1]</p>   |
| T-14          | <p>Maintenance and Weekly Inspections:</p> <p>The SWPPP shall describe procedures to maintain vegetation, erosion and sediment controls and other protective measures. Procedures shall provide that all controls are inspected weekly for a minimum of four inspections per month in accordance with ACT6, S-4. [WPC-1]</p>   |
| T-15          | <p>Non-Storm Water Discharge Management:</p> <p>The SWPPP must identify all allowable sources of non-storm water discharges listed in ACT2, T-5, except for flows from actual fire fighting activities, which are combined with storm water discharges associated with large construction activity. Non-storm water discharges should be eliminated or reduced to the extent feasible. Wash waters must be treated in a sediment basin or alternate control that provides equivalent or better treatment prior to discharge. The SWPPP must identify and ensure the implementation of appropriate Best Management Practices (BMPs) for the non-storm water component of the discharge. [WPC-1]</p> |
| T-16          | <p>Final Stabilization:</p> <p>The SWPPP shall describe procedures to achieve final stabilization (See Definitions) of all disturbed areas of the project site. [WPC-1]</p>  |
| T-17          | <p>Example Storm Water Pollution Prevention Plans (SWPPPs):</p> <p>Example SWPPPs are included in the Mississippi Storm Water Pollution Prevention Plan Guidance Manual for Construction Activities as well as the MDEQ Registration Form for Individual Residential Lots. The Mississippi Storm Water Pollution Prevention Plan Guidance Manual for Construction Activities is also available online at:<br/> <a href="http://www.deq.state.ms.us/MDEQ.nsf/pdf/epd_conguidman/\$File/ConstructionGM.pdf">http://www.deq.state.ms.us/MDEQ.nsf/pdf/epd_conguidman/\$File/ConstructionGM.pdf</a></p>   |

US EPA also lists example SWPPPs on their website at: <http://cfpub.epa.gov/npdes/stormwater/swppp.cfm#model>. [WPC-1]

**ACT6 (Small Construction) Implementation, Inspection and Reporting Requirements:**

**Submittal/Action Requirements:**

| Condition No. | Condition   |
|---------------|---|
| S-1           | <p data-bbox="602 136 626 810">SWPPP IMPLEMENTATION REQUIREMENTS:</p> <p data-bbox="659 136 683 810">The coverage recipient shall:</p> <ol data-bbox="716 136 1380 1866" style="list-style-type: none"><li data-bbox="716 136 829 1866">(1) Implement the site-specific SWPPP and retain a copy of the SWPPP at the permitted site. In cases where there is no office or shelter to maintain documents onsite, the SWPPP can be kept locally available (i.e., able to be produced within an hour of being requested by a state or local inspector). Failure to implement the SWPPP is a violation of permit requirements. A copy of the SWPPP must be made available to state or local inspectors for review at the time of an on-site inspection.</li><li data-bbox="862 136 886 1866">(2) Implement the following pre-construction activities:<ol data-bbox="919 136 1154 1866" style="list-style-type: none"><li data-bbox="919 136 976 1866">(A) Mark off areas of "disturbance", "no disturbance" (i.e. buffer zone), and "sensitive areas" (i.e., delineate and clearly flag of mark off areas such as steep slopes, wetlands, perennial streams and adjacent water bodies, or other sensitive areas),</li><li data-bbox="1008 136 1032 1866">(B) Preserve native topsoil on the site to the extent feasible, and</li><li data-bbox="1065 136 1089 1866">(C) Limit construction stream crossings to the minimum necessary to provide access for the construction project.</li></ol></li><li data-bbox="1122 136 1146 1866">(3) Ensure that appropriate Best Management Practices (BMPs) are in place upon commencement of construction.</li><li data-bbox="1179 136 1260 1866">(4) Amend the SWPPP whenever there is a change in design, construction, operation, or maintenance which may potentially affect the discharge of pollutants to waters of the State; or the SWPPP proves to be ineffective in controlling storm water pollutants. The amended SWPPP shall be submitted within thirty (30) days of amendment.</li><li data-bbox="1292 136 1380 1866">(5) Amend the SWPPP if notified at any time by the Executive Director of the MDEQ that the SWPPP does not meet the minimum requirements. Coverage recipient shall certify in writing to the Executive Director that the requested changes have been made. Unless otherwise provided, the requested changes shall be made within fifteen (15) days. [WPC-1]</li></ol> |

**ACT6 (continued):**

**Submittal/Action Requirements:**

| Condition No. | Condition  |
|---------------|--|
| S-2           | <p data-bbox="613 1180 638 1843">SWPPP IMPLEMENTATION REQUIREMENTS (continued):</p> <p data-bbox="667 136 724 1843">(6) Install needed erosion controls even if they may be located in the way of subsequent activities, such as utility installation, grading or construction. It shall not be an acceptable defense that controls were not installed because subsequent activities would require their replacement or cause their destruction.</p> <p data-bbox="753 136 777 1843">(7) Install additional and/or alternative erosion and sediment controls when existing controls prove to be ineffective in preventing sediment from leaving the site.</p> <p data-bbox="813 800 837 1843">(8) Comply with applicable State or local waste disposal, sanitary sewer or septic system regulations.</p> <p data-bbox="873 136 979 1843">(9) Erosion and sediment controls shall be maintained at all times. Except for sediment basins, all accumulated sediment shall be removed from structural controls when sediment deposits reach one-third to one-half the height of the control. For sediment basins, accumulated sediment shall be removed when the capacity has been reduced by 50%. All removed sediment deposits shall be properly disposed. Non-functioning controls shall be repaired, replaced or supplemented with functional controls within twenty-four (24) hours of discovery or as soon as field conditions allow.</p> <p data-bbox="1015 249 1071 1843">(10) If, after coverage issuance, a specific wasteload allocation is established that would apply to the facility's discharge, the facility must implement steps necessary to meet that allocation. [WPC-1]</p> |
| S-3           | <p data-bbox="1101 1045 1125 1843">SWPPP COMPLIANCE WITH LOCAL STORM WATER ORDINANCES:</p> <p data-bbox="1154 579 1179 1843">(1) In addition to the requirements of this permit, the SWPPP shall be in compliance with all local storm water ordinances.</p> <p data-bbox="1214 136 1271 1843">(2) When storm water discharges into a Municipal Separate Storm Sewer System (MS4), the owner or operator must make the SWPPP available to the municipal authority upon request. [WPC-1]</p>  |

**ACT6 (continued):**

**Submittal/Action Requirements:**

| Condition No. | Condition  |
|---------------|--|
| S-4           | <p data-bbox="592 1470 625 1869"><b>INSPECTION REQUIREMENTS:</b></p> <p data-bbox="657 136 722 1869">Inspection of all receiving streams (if feasible), outfalls, erosion and sediment controls and other SWPPP requirements shall be performed during permit coverage using a copy of the form provided in the general permit by qualified personnel (see Definitions).</p> <p data-bbox="738 136 868 1869">(1) At least weekly for a minimum of four inspections per month; and</p> <p data-bbox="803 136 868 1869">(2) As often as is necessary to ensure that appropriate erosion and sediment controls have been properly constructed and maintained and to determine if additional or alternative control measures are required.</p> <p data-bbox="885 136 1031 1869">Before conducting the site inspection, the inspector should review Chapter 4, Inspector's Checklist and Troubleshooting Chart found in MDEQ's Field Manual for Erosion and Sediment Control on Construction Sites in Mississippi, available online: <a href="http://www.deq.state.ms.us/MDEQ.nsf/pdf/NPS_Field_Manual_For_Erosion_And_Sediment_Control_Version_2/\$File/NPS_FieldManualV2.pdf?OpenElement">http://www.deq.state.ms.us/MDEQ.nsf/pdf/NPS_Field_Manual_For_Erosion_And_Sediment_Control_Version_2/\$File/NPS_FieldManualV2.pdf?OpenElement</a> MDEQ strongly recommends that coverage recipients perform a "walk through" inspection of the construction site before anticipated storm events to ensure controls are in place and will function properly. [WPC-1]</p> |

**ACT7 (Small Construction) Limitation Requirements:**

**Limitation Requirements:**

| Condition No. | Parameter | Condition   |
|---------------|-----------|---|
| L-1           |           | <p><b>NON-NUMERIC LIMITATIONS:</b></p> <p>Storm water discharges shall be free from:</p> <ul style="list-style-type: none"> <li>(1) Debris, oil, scum, and other floating materials other than in trace amounts</li> <li>(2) Eroded soils and other materials that will settle to form objectionable deposits in receiving waters</li> <li>(3) Suspended solids, turbidity and color at levels inconsistent with the receiving waters</li> <li>(4) Chemicals in concentrations that would cause violation of State Water Quality Criteria in the receiving waters. [WPC-2]</li> </ul> |

**ACT8 (Small Construction) Record Keeping:**

**Record-Keeping Requirements:**

| Condition No. | Condition   |
|---------------|---|
| R-1           | <p data-bbox="609 1522 641 1848"><b>RETENTION OF RECORDS:</b></p> <p data-bbox="665 136 730 1848">All records, reports and information resulting from activities required by this permit shall be retained by the owner or operator, on-site if practicable, for a period of at least three years from the date construction was completed. [WPC-1]</p>   |
| R-2           | <p data-bbox="755 1396 787 1848"><b>DOCUMENTATION OF INSPECTIONS:</b></p> <p data-bbox="803 136 980 1848">All inspections required by ACT6, S-4 of this permit must be documented on the Inspection and Certification Form provided at end of this permit. The form must be certified according to the signatory requirements outlined in ACT10, T-4, T-5 and T-6 of this permit. Documentation must include the day and time the inspection was performed, who performed the inspection, any deficiencies noted, and corrective action needed. Documentation of all inspections must be kept with the SWPPP. Inspections must continue until such time that planned construction activities have been completed, land disturbing activities have ceased and disturbed areas have been stabilized with no significant erosion occurring. To satisfy this requirement for linear projects, inspections may be conducted at representative locations for portions of the project that have been completed and stabilized. [WPC-1]</p> |

**ACT9 (Small Construction) Termination of Permit Coverage:**

**Submittal/Action Requirements:**

| Condition No. | Condition  |
|---------------|--|
| S-1           | <p data-bbox="607 1304 639 1843"><b>TERMINATION OF PERMIT REQUIREMENTS:</b></p> <p data-bbox="667 170 753 1843">(1) If a SCNOI has not been requested by the Permit Board (SCNOI not submitted to MDEQ). Upon successful completion of all permanent erosion and sediment controls, inspections and reporting requirements are no longer required. The owner or operator must record the date of completion of all permanent erosion and sediment controls on the final inspection report.</p> <p data-bbox="781 186 867 1843">(2) If a SCNOI has been requested by the Permit Board (SCNOI submitted to MDEQ). Upon successful completion of all permanent erosion and sediment controls for a small construction project a written notification of such shall be submitted to the MDEQ. Permit requirements remain in effect until such time the coverage recipient receives written notice of coverage termination from MDEQ. [WPC-1]</p> |

**ACT10 (Small Construction) Standard Requirements Applicable to All Water Permits:**

**Narrative Requirements:**

| Condition No. | Condition  |
|---------------|--|
| T-1           | <p data-bbox="607 1604 639 1843"><b>DUTY TO COMPLY:</b></p> <p data-bbox="667 178 727 1843">The coverage recipient must comply with all conditions of this permit. Any permit noncompliance constitutes a violation and is grounds for enforcement action; for coverage termination, revocation and reissuance, or modifications; or denial of a renewal application. [WPC-1]</p>  |
| T-2           | <p data-bbox="748 1583 781 1843"><b>DUTY TO MITIGATE:</b></p> <p data-bbox="802 178 868 1843">The owner or operator shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which is likely to adversely affect human health or the environment. [WPC-1]</p>  |
| T-3           | <p data-bbox="889 1415 922 1843"><b>DUTY TO PROVIDE INFORMATION:</b></p> <p data-bbox="943 178 1029 1843">The owner or operator shall furnish to the Permit Board, within a reasonable time, any relevant information which the Permit Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The owner or operator shall also furnish to the Permit Board, upon request, copies of records required to be kept by this permit. [WPC-1]</p> |

**ACT10 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-4           | <p><b>SIGNATORY REQUIREMENTS:</b></p> <p>All SCNOs and Requests for Recoverage shall be signed as follows:</p> <p>(1) For a corporation by a responsible corporate officer. For this permit, a responsible corporate officer means:</p> <p>(A) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or</p> <p>(B) The manager of one or more manufacturing, production or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;</p> <p>Note: MDEQ does not require specific assignments or delegations of authority to responsible corporate officers identified in paragraph (1)(A) above. The Department will presume that these responsible corporate officers have the requisite authority to sign permit applications unless the corporation has notified the Permit Board to the contrary. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions under paragraph (1)(B) above rather than to specific individuals.</p> |
| T-5           | <p>(2) For a partnership or sole proprietorship by a general partner or the proprietor, respectively; or</p> <p>(3) For a municipal, State, Federal, or other public agency by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes: a) the chief executive officer of the agency, or b) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency. [WPC-1]</p>  |

**ACT10 (continued):**

**Narrative Requirements:**

| Condition No. | Condition  |
|---------------|--|
| T-6           | <p><b>DULY AUTHORIZED REPRESENTATIVE:</b></p> <p>All reports required by this permit, and other information requested by the Permit Board shall be signed by a person described in ACT 10, T-4 and T-5, or by a duly authorized representative of that person. A person is a duly authorized representative when:</p> <p>(1) The authorization is made in writing and submitted to the Permit Board by a person described in ACT 10, T-4 and T-5.</p> <p>(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated activity, such as: manager, operator of a well or well field, superintendent, person of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may be either a specified individual or position). [WPC-1]</p> |
| T-7           | <p><b>CHANGES IN AUTHORIZATION:</b></p> <p>If an authorization is no longer accurate because a different individual or position has permit responsibility, a new authorization satisfying the requirements of ACT 10, T-4, T-5 and T-6 must be submitted to the Permit Board prior to or together with any reports, information or applications signed by the representative. [WPC-1]</p>  |
| T-8           | <p><b>CERTIFICATION:</b></p> <p>Any person signing documents under this section shall make the following certification:</p> <p>"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [WPC-1]</p>   |
| T-9           | <p><b>OIL AND HAZARDOUS SUBSTANCE LIABILITY:</b></p> <p>Nothing in this permit shall relieve the owner or operator from responsibilities, liabilities, or penalties under Section 311 of the CWA. [WPC-1]</p>  |

**ACT10 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-10          | <p><b>PROPERTY RIGHTS:</b></p> <p>The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations. [WPC-1]</p>   |
| T-11          | <p><b>SEVERABILITY:</b></p> <p>The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby. [WPC-1]</p>   |
| T-12          | <p><b>TRANSFERS:</b></p> <p>Coverage under this permit is not transferable to any person except after notice to and approval by the Permit Board. The Permit Board may require the coverage recipient to obtain another NPDES permit. Transfer of coverage requests shall be submitted to the Permit Board using the form provided at the end of this permit. [WPC-1]</p>   |
| T-13          | <p><b>PROPER OPERATION AND MAINTENANCE:</b></p> <p>The owner or operator shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the owner or operator to achieve compliance with the conditions of this permit, including the Storm Water Pollution Prevention Plan. Proper operation and maintenance includes adequate laboratory controls with appropriate quality assurance procedures and requires the operation of backup or auxiliary facilities when necessary to achieve compliance with permit conditions. [WPC-1]</p>  |
| T-14          | <p><b>BYPASS PROHIBITION:</b></p> <p>Bypass (see 40 CFR 122.41(m)) is prohibited and enforcement action may be taken against an owner or operator for a bypass, unless: a) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the owner or operator should, in the exercise of reasonable engineering judgment, have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and c) The owner or operator submitted notices per ACT 10, T-17 and/or T-18. [WPC-1]</p> |

**ACT10 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-15          | <p><b>UPSET CONDITIONS:</b></p> <p>An upset is an exceptional incident in which there is unintentional and temporary noncompliance. An upset (see 40 CFR 122.41(n)) constitutes an affirmative defense to an action brought for noncompliance with technology-based permit limitations if a coverage recipient shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence, that: 1) An upset occurred and the coverage recipient can identify the specific cause(s) of the upset, 2) The permitted facility was at the time being properly operated, 3) The coverage recipient submitted notices per ACT 10, T-17 and/or T-18 and 4) The coverage recipient took remedial measures as required under ACT 10, T-2. In any enforcement proceeding, the coverage recipient has the burden of proof that an upset occurred. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review. [WPC-1]</p> |
| T-16          | <p><b>RELEASE REPORTING:</b></p> <p>Releases into the environment of hazardous substances, oil, and pollutants or contaminants, which pose a threat to applicable water quality standards or causes a film, sheen or discoloration of State waters, shall be reported to the:</p> <ul style="list-style-type: none"> <li>- Mississippi Emergency Management Agency (601) 933-6362 or (800) 222-6362; or</li> <li>- National Response Center (800) 424-8802. [WPC-1]</li> </ul>  |
| T-17          | <p><b>NONCOMPLIANCE REPORTING:</b></p> <p>(1) Anticipated Noncompliance. The owner or operator shall give at least 10 days advance notice, if possible, before any planned noncompliance with permit requirements. Giving notice of planned or anticipated noncompliance does not immunize the owner or operator from enforcement for that noncompliance.</p> <p>(2) Unanticipated Noncompliance. The owner or operator shall notify the MDEQ orally within 24 hours from the time he or she becomes aware of unanticipated noncompliance. A written report shall be provided to the MDEQ within five (5) working days of the time he or she becomes aware of the circumstances. The report shall describe the cause, the exact dates and times, steps taken or planned to reduce, eliminate, or prevent reoccurrence and, if the noncompliance has not ceased, the anticipated time for correction. [WPC-1]</p>  |

**ACT10 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-18          | <p data-bbox="602 1528 634 1845"><b>INSPECTION AND ENTRY:</b></p> <p data-bbox="662 212 721 1845">The owner or operator shall allow the Permit Board staff or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:</p> <ul style="list-style-type: none"> <li data-bbox="748 212 807 1845">(1) enter upon the owner's or operator's premises where a regulated activity is located or conducted or where records must be kept under the conditions of this permit;</li> <li data-bbox="834 625 867 1845">(2) have access to and copy at reasonable times any records that must be kept under the conditions of this permit; and</li> <li data-bbox="894 1125 927 1845">(3) inspect at reasonable times any facilities or equipment. [WPC-1]</li> </ul> |
| T-19          | <p data-bbox="948 1625 980 1845"><b>PERMIT ACTIONS:</b></p> <p data-bbox="1003 186 1062 1845">This permit may be modified, revoked and reissued, or terminated for cause. A request by the owner or operator for permit or coverage modification, revocation and reissuance, or termination, or a certification of planned changes or anticipated noncompliance does not stay any permit condition. [WPC-1]</p>   |
| T-20          | <p data-bbox="1084 1593 1117 1845"><b>REOPENER CLAUSE:</b></p> <p data-bbox="1140 207 1230 1845">If there is evidence indicating potential or realized impacts on water quality due to discharges covered by this permit, the owner or operator may be required to obtain individual permit or an alternative general permit in accordance with ACT 3, S-2 or the permit may be modified to include different limitations and/or requirements. [WPC-1]</p>  |
| T-21          | <p data-bbox="1253 1545 1286 1845"><b>PERMIT MODIFICATION:</b></p> <p data-bbox="1308 617 1339 1845">Permit modification or revocation will be conducted according to 40 CFR 122.62, 122.63, 122.64 and 124.5. [WPC-1]</p>  |

**ACT10 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-22          | CIVIL AND CRIMINAL LIABILITY:<br><br>(1) Any person who violates a term, condition or schedule of compliance contained within this permit or the Mississippi Air and Water Pollution Control Law is subject to the actions defined by the Mississippi Air and Water Pollution Control Law.<br><br>(2) Except as provided in permit conditions on "Bypassing" and "Upsets", nothing in this permit shall be construed to relieve the coverage recipient from civil or criminal penalties for noncompliance.<br><br>(3) It shall not be the defense of the coverage recipient in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [WPC-1] |

**ACT11 (Small Construction) Definitions:**

**Narrative Requirements:**

| Condition No. | Condition  |
|---------------|--|
| T-1           | BEST MANAGEMENT PRACTICES (BMPs) means schedules of activities, prohibitions of activities, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the United States. BMPs also include treatment requirements, operating procedures, and practice to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. [WPC-1]   |
| T-2           | BUFFER ZONE, as used in this permit, means a strip of dense undisturbed perennial vegetation, either original or reestablished, that borders streams and rivers, ponds, lakes, wetlands, etc. Buffer zones are established for the purposes of slowing water runoff, enhancing water infiltration, and minimizing the risk of any potential nutrients or pollutants from leaving the upland area and reaching surface waters. Buffer zones are most effective when storm water runoff is flowing into and through the buffer zone as shallow sheet flow, rather than in concentrated form such as in channels, gullies, or wet weather conveyances. Therefore, it is critical that the design of any development include management practices, to the maximum extent practical, that will result in storm water runoff flowing into and through the buffer zone as shallow sheet flow. [WPC-1] |
| T-3           | CFR means the Code of Federal Regulations. [WPC-1]   |
| T-4           | CLEAN WATER ACT (CWA) refers to the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq. [WPC-1]  |
| T-5           | COMMENCEMENT OF CONSTRUCTION ACTIVITIES means the initial disturbance of soils associated with clearing, grading, or excavating activities or other construction-related activities. [WPC-1]   |
| T-6           | COMPACTION means the process by which the soil grains are rearranged to decrease void space and bring the grains into closer contact with one another and thereby increase the weight of solid material per cubic foot. [WPC-1]  |
| T-7           | CONSTRUCTION ACTIVITY as used in this permit, includes construction activity as defined in 40 CFR part 122.26(b)(14)(x). This includes a disturbance to the land that results in the change in topography, existing soil cover (both vegetative and non-vegetative), or the existing topography that may result in accelerated storm water runoff, leading to soil erosion and movement of sediment into surface waters or drainage systems. Examples of construction activity may include clearing, grading, filling and excavating. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site. [WPC-1]   |
| T-8           | CONSTRUCTION ENTRANCE/EXIT is a stone-base pad designed to provide a buffer area where mud-and caked-soil can be removed from the tires of vehicles to avoid transporting it onto public roads. This practice applies anywhere traffic will be leaving a mining site and moving directly onto a paved public road or street. [WPC-1]   |

**ACT11 (continued):**

**Narrative Requirements:**

| Condition No. | Condition  |
|---------------|--|
| T-9           | CONTROL MEASURE as used in this permit, refers to any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to waters of the State. [WPC-1]   |
| T-10          | DISCHARGE OF STORM WATER ASSOCIATED WITH SMALL CONSTRUCTION ACTIVITY as used in this permit, refers to a discharge of pollutants in storm water runoff from areas where soil disturbing activities (e.g., clearing, grading, or excavation), construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck washout, fueling), or other industrial storm water directly related to the construction process (e.g., concrete) are located. [WPC-1] |
| T-11          | EXECUTIVE DIRECTOR means the Executive Director of the Department of Environmental Quality. [WPC-1]  |
| T-12          | FACILITY OR ACTIVITY means any NPDES "point source" or any other facility or activity (including land or appurtenances thereto) that is subject to regulation under the NPDES program. [WPC-1]   |
| T-13          | FINAL STABILIZATION means all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of at least 70% for the area has been established or equivalent measures have been employed. [WPC-1]  |
| T-14          | FLOCCULANT, for the purpose of this permit, is a chemical that when added to storm water containing small suspended particles (e.g., fine silts and clays) causes the particles to stick together and fall out of suspension, reducing the overall turbidity of the storm water discharge. [WPC-1]   |
| T-15          | HIGHLY ERODIBLE SOILS can be identified in the State of Mississippi's County Soil Surveys developed by the National Resources Conservation Service (NRCS). [WPC-1]   |
| T-16          | INFEASIBLE means there is a site-specific constraint that makes a control technology impossible and/or not reasonable to implement, or that implementing the control would be cost-prohibitive. [WPC-1]  |
| T-17          | LARGE CONSTRUCTION ACTIVITY includes clearing, grading, and excavating resulting in a land disturbance that will disturb equal to or greater than five (5) acres of land or will disturb less than five (5) acres of total land area but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than five (5) acres. Large construction activity is covered by the Large Construction General Permit. [WPC-1]                               |

**ACT11 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-18          | <p>LARGER COMMON PLAN OF DEVELOPMENT OR SALE means a contiguous area where multiple separate and distinct construction activities are occurring under one plan. The plan in a common plan of development or sale is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating that construction activities may occur on a specific plot. [WPC-1]</p>  |
| T-19          | <p>LINEAR PROJECT means a land disturbing activity as conducted by an underground/overhead utility or highway department, including but not limited to any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substance; any cable line or wire for communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas, and borrow/spoil sites associated with the linear project. [WPC-1]</p>   |
| T-20          | <p>MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States, (ii) Designed or used for collecting or conveying storm water, (iii) Which is not a combined sewer, and (iv) Which is not part of a Publicly Owned Treatment Works (POTW). [WPC-1]</p>   |
| T-21          | <p>NPDES means the National Pollutant Discharge Elimination System, which is a program administered under the authority of the Clean Water Act that prohibits the discharge of pollutants into waters of the United States unless a special permit is issued. [WPC-1]</p>   |
| T-22          | <p>OWNER OR OPERATOR for the purpose of this permit and in the context of storm water associated with construction activity, means any party associated with a construction project that meets either of the following two criteria:</p> <ul style="list-style-type: none"> <li>(1) The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or</li> <li>(2) The party has day to day operational control of those activities at a project which are necessary to ensure compliance with a storm water pollution prevention plan for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions). This definition is provided to inform permittees of MDEQ's interpretation of how the regulatory definitions of "owner or operator" and "facility or activity" are applied to discharges of storm water associated with construction activity. [WPC-1]</li> </ul> |

**ACT11 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-23          | PERMIT BOARD means the Mississippi Environmental Quality Permit Board established pursuant to Miss. Code Ann. 49-17-28. [WPC-1]   |
| T-24          | POLLUTANT is defined at 40 CFR 122.2. A partial listing from this definition includes: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, sediment, silt, cellar dirt, and industrial or municipal waste. [WPC-1]   |
| T-25          | QUALIFIED PERSONNEL means a person knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity. [WPC-1]  |
| T-26          | SCNOI is an acronym for Small Construction Notice of Intent. An Notice of Intent is the mechanism used to apply for coverage under a general permit. [WPC-1]  |
| T-27          | SMALL CONSTRUCTION ACTIVITY is defined at 40 CFR 122.26(b)(15) and incorporated here by reference. A small construction activity includes clearing, grading, and excavating resulting in a land disturbance that will disturb equal to or greater than one (1) acre and less than five (5) acres of land or will disturb less than one (1) acre of total land area but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one (1) acre and less than five (5) acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility. [WPC-1] |
| T-28          | STATE LAW refers to the provisions of the Mississippi Water Pollution Control Law (Section 49-17-1 et seq., Mississippi Code of 1972), and the regulations and standards adopted and promulgated thereunder and under authority granted pursuant to Section 402(b) of the Federal Water Pollution Control Act. [WPC-1]  |
| T-29          | STATE WATERS means all waters within the jurisdiction of this State, including all streams, lakes, ponds, wetlands, impounding reservoirs, marshes, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, situated wholly or partly within or bordering upon the State, and such coastal waters as are within the jurisdiction of the State, except lakes, ponds, or other surface waters which are wholly landlocked and privately owned, and which are not regulated under the Federal Clean Water Act (33 U.S.C.1251 et seq.). [WPC-1]  |
| T-30          | STORM WATER means rainfall runoff, snowmelt runoff, and surface runoff. [WPC-1]   |
| T-31          | STORM WATER POLLUTION PREVENTION PLAN (SWPPP) means a plan that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the storm water, and a description of measures or practices to control these pollutants. [WPC-1]   |

**ACT11 (continued):**

**Narrative Requirements:**

| Condition No. | Condition   |
|---------------|---|
| T-32          | SUCCESSFUL COMPLETION OF ALL PERMANENT EROSION AND SEDIMENT CONTROLS means when land disturbing construction activities have been completed and disturbed areas have been stabilized with no significant erosion occurring. [WPC-1]   |
| T-33          | TOPSOIL means the top layer of undisturbed soil, consisting of a high percentage of organic matter, which is conducive to plant growth. [WPC-1]   |
| T-34          | TOTAL MAXIMUM DAILY LOAD (TMDL) means the maximum daily amount of a pollutant that can enter a water body so that the water body will meet and continue to meet state water quality standards. [WPC-1]  |
| T-35          | TURBIDITY is an expression of the optical property that causes light to be scattered and absorbed rather than transmitted with no change in direction of flux level through the sample caused by suspended and colloidal matter such as clay, silt, finely divided organic and inorganic matter and plankton and other microscopic organisms. [WPC-1] |
| T-36          | WPC-1 means the State of Mississippi's Wastewater Regulations for National Pollutant Discharge Elimination System (NPDES) Permits, Underground Injection Control (UIC) Permits, State Permits, Water Quality Based Effluent Limitations and Water Quality Certification. [WPC-1]  |

# Submit only upon request from MDEQ



## SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI)

GENERAL NPDES PERMIT MSR15 \_\_\_\_\_ (Number to be assigned by MDEQ if submitted)

Prior to the commencement of small construction activity (see Small Construction General Permit ACT11, T-27), the owner or operator of a small construction project must complete this form and develop a Storm Water Pollution Prevention Plan (SWPPP) as required by ACT5 of Mississippi's Small Construction General Permit. **This SCNOI and SWPPP shall be submitted to the Mississippi Department of Environmental Quality (MDEQ) only upon request from MDEQ; however, the SCNOI and SWPPP must be maintained at the permitted site or locally available in case inspector review is necessary.** Attachments with this SCNOI must include: a USGS quad map or copy showing site location (only if required to be submitted to MDEQ) and a Storm Water Pollution Prevention Plan (SWPPP). All questions must be answered – answer "NA" if the question is not applicable.

### PROJECT INFORMATION

|  |  |
|--|--|
| <b>OWNER CONTACT PERSON:</b><br>Valerie McWilliams                       | <b>OPERATOR (if different from owner) CONTACT PERSON:</b><br>TBD |
| <b>OWNER COMPANY NAME:</b><br>Mississippi Department of Marine Resources | <b>OPERATOR COMPANY:</b><br>_____                                |
| <b>OWNER STREET (P.O. BOX):</b><br>1141 Bayview Avenue                   | <b>OPERATOR STREET (P.O. BOX):</b><br>_____                      |
| <b>OWNER CITY:</b><br>Biloxi   | <b>OPERATOR CITY:</b><br>_____                                   |
| <b>STATE:</b> MS <b>ZIP:</b> 39530                                       | <b>STATE:</b> _____ <b>ZIP:</b> _____                            |
| <b>OWNER PHONE # (INCLUDE AREA CODE):</b><br>228-374-5000                | <b>OPERATOR PHONE # (INCLUDE AREA CODE):</b><br>_____            |

**PROJECT NAME:** Lyman Boat Maintenance Yard

**DESCRIPTION OF CONSTRUCTION ACTIVITY:** gravel parking area

**ACREAGE DISTURBED (to be covered by this permit, area must be less than five (5) acres):** 1.5 acres

**PHYSICAL SITE ADDRESS (If not available, indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.):**

**STREET:** 16193 Fish Hatchery Road

**CITY:** Gulfport **COUNTY:** Harrison **ZIP:** 39503

**NEAREST NAMED RECEIVING STREAM:** Little Biloxi River

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

**Signature<sup>1</sup>** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

<sup>1</sup>This application shall be signed according to the Small Construction General Permit, ACT10, T-4, T-5.

If requested, please submit this form to:

Chief, Environmental Permits Division  
MDEQ, Office of Pollution Control  
P.O. Box 2261  
Jackson, Mississippi 39225

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# INSPECTION AND CERTIFICATION FORM SMALL CONSTRUCTION GENERAL PERMIT



**COVERAGE NUMBER, if SCNOI was submitted to MDEQ (MSR15 \_\_\_\_\_)**

**Results of the inspections required by ACT6, S-4 of this permit shall be recorded on this report form and kept with the SWPPP in accordance with the inspection documentation provisions of ACT8, R-2 of the this permit. Inspections shall be performed at least weekly for a minimum of four inspections per month.**

**The coverage number must be listed at the top of all Inspection and Certification Forms.**

### COVERAGE RECIPIENT INFORMATION

OPERATOR COMPANY NAME: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ STARTUP DATE: \_\_\_\_\_

PROJECT STREET ADDRESS: \_\_\_\_\_

PROJECT CITY: \_\_\_\_\_ PROJECT COUNTY: \_\_\_\_\_

OPERATOR MAILING ADDRESS: \_\_\_\_\_

MAILING CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ CONTACT PHONE NUMBER: \_\_\_\_\_

### INSPECTION DOCUMENTATION

| DATE<br>(mo/day/yr) | TIME<br>(hr:min AM/PM) | ANY DEFICIENCIES?<br>(CHECK IF YES) | INSPECTOR(S) |
|---------------------|------------------------|-------------------------------------|--------------|
|                     |                        | <input type="checkbox"/>            |              |

Deficiencies Noted During any Inspection (give date(s); attach additional sheets if necessary): \_\_\_\_\_

Corrective Action Taken or Planned (give date(s); attach additional sheets if necessary): \_\_\_\_\_

Based upon this inspection which I or personnel under my direct supervision conducted, I certify that all erosion and sediment controls have been implemented and maintained, except for those deficiencies noted above, in accordance with the Storm Water Pollution Prevention Plan and sound engineering practices as required by the above referenced permit. I further certify that the SCNOI and SWPPP information is up to date.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If requested, please submit this form to:  
 Chief, Environmental Compliance and Enforcement Division  
 MDEQ, Office of Pollution Control  
 P.O. Box 2261  
 Jackson, Mississippi 39225

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Item X. Storm Water

(Check One)

The recipient certifies that they have received a copy of the SWPPP from the original owner.

The recipient is developing a new SWPPP.

**If other environmental permits are involved please contact MDEQ at 601/961-5171 for the appropriate MDEQ transfer form or see MDEQ's web site at [www.deq.state.ms.us](http://www.deq.state.ms.us)**

**Submit to MDEQ at the following address only if an SCNOI has been submitted. If not submitted, you must keep this form with your records.**

**Chief, Environmental Permits Division  
MDEQ, Office of Pollution Control  
P.O. Box 2261  
Jackson, Mississippi 39225**

**02525 ..... REINFORCED CONCRETE PAVEMENT**

**1.0 SCOPE OF WORK**

1.1 This work shall consist of the construction of concrete pavement on a prepared foundation at locations and to the lines, grades, and typical cross sections and/or details shown on the plans or in the specifications.

1.3 SPECIFIED ELSEWHERE. None.

**2.0 MATERIALS**

2.1 CONCRETE. 550 psi flexural strength (ASTM C78) with #57 limestone aggregate, Type 1 cement, and five percent (5%) air entrainment furnished by an approved ready-mix supplier.

2.2 EXPANSION JOINT FILLER. Bituminous, one-half (½) inch thick, AASHTO M-213.

2.3 JOINT SEALANT. Properties and performance of Sikaflex 2c NS EZ Mix or approved equivalent.

2.4 CURING COMPOUND. ASTM C-309.

2.5 DOWELS / DOWEL CHAIRS. Section 711, MDOT Specifications, latest edition.

2.6 BAR REINFORCEMENT. Deformed Grade 40 or 60 Billet Steel, ASTM A-615.

**3.0 CONSTRUCTION REQUIREMENTS**

**3.1 FOUNDATION**

3.1.1 Contractor shall form the foundation for concrete pavement by excavating or filling to a depth so that the finished concrete thickness and surface conforms with the elevations and/or cross sections on the plans or as specified herein.

3.1.2 Contractor shall perform a subgrade proof roll test on all city streets prior to pavement or base application in the presence of the Engineer or his duly authorized representative. This test must be coordinated through the Engineer at least twenty-four (24) hours prior to the proof roll inspection.

3.1.2.1 Proof rolling shall be performed by the utilization of a tandem-axle twelve (12)-cubic yard ¾-loaded dump truck or equivalent load, as approved by the Engineer.

3.1.3 The foundation shall be compacted to ASTM D-698, ninety-five percent (95%) Standard Proctor density.

3.2 SETTING FORMS. All forms shall be securely staked and braced and of sufficient strength to withstand the weight of the concrete and the pressure incidental to vibration or compaction without bulging or displacement. Particular attention shall be given by Contractor to the alignment of forms set on a curvature so that they are true to radius and circumference without abrupt changes. Formed keyways and leave-in-place keyed forms are not permitted.

### 3.3 REINFORCEMENT

3.3.1 Reinforcing steel shall be free from dirt, oil, paint, grease, mill scale, and loose or thick rust which could impair bond of the steel with the concrete.

3.3.2 Steel for continuously reinforced pavement shall be placed by the first of the following methods or conditionally by the second method:

(a) Steel shall be placed sufficiently in advance of the paving operation. It shall be supported on approved chairs, positioned, and tied in accordance with the plans.

(b) Machine placement of steel for slip-form paving will be permitted provided the Contractor satisfactorily demonstrates that the equipment used will position the steel in accordance with the plans with the exception that transverse bars will be permitted to be placed on top of longitudinal bars.

3.3.3 When dowel assemblies are used, dowels shall be held in position parallel to the surface and center line of the slab. The entire length of each dowel will be thoroughly coated with an approved lubricant to prevent adherence to the concrete.

3.3.4 When designated on the plans, dowel replacement work shall consist of replacing damaged or deteriorated dowels in reconstructed contraction joints and both dowels and wooden joint filler boards in reconstructed expansion joints.

Dowel bars shall be the size and length designated on the plans. Wooden joint filler board shall conform to the dimensions shown on the plans.

New expansion boards shall be drilled to fit the new dowels installed. Special care shall be taken to ensure that all dowels in the joint remain parallel to the surface of the concrete.

3.4 PLACING CONCRETE. The subgrade shall be dry. Contractor shall deposit the concrete as uniformly as possible ahead of the paving equipment and as close to its final position as possible so as to require a minimum of re-handling. The concrete shall be thoroughly consolidated along the faces of the forms and struck off to the required elevation and cross section.

### 3.5 FINISHING

3.5.1 The lead finisher on each placing crew of not over five (5) individuals must be certified as an ACI Flatwork Finisher or ACI Flatwork Technician with a current certificate. If the lead finisher is not certified, the finishing subcontractor must provide a list of at least three (3) jobs of similar scope, along with the names and phone numbers of the project superintendents. The Engineer will give tentative approval based upon checking the references and evaluating the first placing and finishing associated with this project.

3.5.2 Immediately following the strike-off, Contractor shall initially level the surface with a bull-float or a scraping straight edge, if necessary. The surface shall be finished no more than necessary to remove irregularities. All edges, tooled joints, and isolation joints shall be rounded to the specified radius with appropriate tools. The use of hand or power floats is not recommended, as their use may result in scaling. Power trowels shall not be used.

3.6 TEXTURING. As soon as the finished concrete has set sufficiently to maintain a texture, Contractor shall have the surface dragged with a short length of damp burlap or synthetic material. Drags are sometimes attached to paving machines or screeds. As an alternative, the surface can be broomed to develop a skid-resistant surface and a uniform appearance.

3.7 CURING AND PROTECTION. After finishing and texturing operations have been completed and immediately after free water has evaporated, Contractor shall uniformly coat the surface of the slab and any exposed edges with the membrane curing compound. It can be applied by a pressure sprayer, with a maximum coverage of 200 ft<sup>2</sup>/gal. Two (2) applications at ninety degrees (90°) offset shall be applied when wind exceeds 5 mph nominal.

### 3.8 HOT WEATHER PRECAUTIONS

3.8.1 In hot weather, transporting, placing, and finishing of concrete shall be done as quickly as practical. Scheduling of concrete deliveries at the proper times and rates is especially important.

3.8.2 Plastic shrinkage cracking sometimes occurs during or soon after finishing operations when the weather is dry and windy, especially if it is hot. When concrete is being placed during hot weather, extra precautions should be taken by Contractor to reduce the time between placing and finishing and to protect the concrete to minimize evaporation.

3.9 PROTECTION AGAINST RAIN. When rain is imminent during paving operations, paving should be stopped, and all steps necessary to protect the hardened concrete should be taken. Contractor shall have available on the site enough plastic sheeting to completely cover any surfaces that may be damaged in the event a rain occurs. There must also be adequate weights available to keep the plastic sheeting from being blown away. If the pavement is being constructed along a slope, the fresh concrete should also be protected from water above washing across the surface.

### 3.10 CONTROL JOINTS

3.10.1 Contractor shall space the control joints at the intervals shown on the plans by tooling them, or by sawcutting upon Engineer's written authorization.

3.10.1.1 Control joints may be tooled into the concrete surface at the time of placement. Joints may be tooled into the surface (first pass) prior to the onset of bleeding or immediately with the first pass of the floating operation. Tooled joints should be re-established with each successive pass of finishing operations.

3.10.1.2 Sawcut joints will only be accepted upon Engineer's authorization. Joints may also be sawn into the hardened concrete surface. This means any cracks that occur before the concrete is sawn will render the sawn joint ineffective. Timing is important as joints shall be sawn as soon as the concrete will withstand the energy of sawing without raveling or dislodging aggregate particles. For most concrete mixtures, this means sawing should be completed within the first 6 to 18 hours and never delayed more than 24 hours. Early-entry saws may be used.

3.10.1.3 Regardless of the method, control joints shall be established to a depth of  $\frac{1}{4}$  the pavement thickness.

3.10.2 Control joints shall extend through integral curbs.

3.11 ISOLATION JOINTS. Isolation joints shall be used to separate drainage structures, existing islands, light standards, building foundations, and existing approach pavements from the parking lot pavement. Joint material must be continuous from form to form, extend from top of slab to the subgrade, and be shaped to the curb section.

### 3.12 CONSTRUCTION JOINTS

3.12.1 Construction joints provide the interface between areas of concrete placed at different times during the course of the project and are detailed in the plans.

3.12.2 Construction joints one-fourth ( $\frac{1}{4}$ ) inch or greater shall be thoroughly cleaned and sealed.

3.13 INTEGRAL CURB. Curbs are to be constructed monolithically with the pavement. All joints in pavement shall be carried through the curb.

## 4.0 **METHOD OF MEASUREMENT**

4.1 Reinforced Concrete Pavement shall be measured per square yard and shall include all labor, material and equipment necessary to complete the work as shown on plans. Reinforcement will be absorbed in the "per square yard" costs.

**5.0 PAYMENT**

5.1 Payment shall be made under Pay Item No.

02520-A Reinforced Concrete per square yard

**02831 .....CHAIN LINK FENCE**

**1.0 SCOPE OF WORK**

1.1 This work shall consist of furnishing all labor, equipment, and materials necessary for installation of new chain link fencing in accordance with these plans and specifications. The fence is composed of galvanized or vinyl coated chain link fence, complete with framework and fittings. The fence height shall be specified on the plans. Bids will be received for galvanized chain link fence and vinyl coated chain link fence as an alternate.

**2.0 MATERIALS**

**2.1 GALVANIZED FENCE**

2.1.1 Fence fabric shall be nine (9)-gauge, two (2)-inch mesh, galvanized coated ASTM A392, Class II.

2.1.2 Fence Posts. Line fence posts shall be two and one-half (½)-inch diameter Schedule 40 galvanized pipe. End, corner, angle, and pull posts shall be three (3)-inch diameter, Schedule 40 galvanized pipe.

2.1.3 Top rail shall be one and five-eighths (1e)-inch diameter, Schedule 40 galvanized pipe.

2.1.4 Post tops shall be one piece aluminum casting with a hole for the top rail.

2.1.5 Stretcher bars shall be galvanized steel, three-sixteenths (3/16)-inch by three-fourths (¾)-inch or equivalent cross sectional area.

2.1.6 Galvanized fabric bands shall be furnished to fasten the fabric to line posts and top rails at fifteen (15)-inch intervals and to line the top rail at twenty-four (24)-inch intervals.

2.1.7 Tension wires shall be galvanized coated, seven (7)-gauge with a minimum tensile strength of 60,000 psi.

2.1.8 Concrete for post foundations shall be 3,000 psi concrete.

2.1.9 Terminal posts, line posts, and all rails shall be pre-cut to specified lengths.

**2.2 VINYL COATED FENCE**

2.2.1 This fencing system will consist of all labor, materials, and appurtenances necessary for a complete vinyl coated fence system consisting of PVC, polyester, or other polymer coating per this specification and all applicable ASTM specifications.

2.2.1.1 Fence fabric shall be nine (9)-gauge core wire, two (2)-inch mesh, galvanized coated per ASTM F668. The wire shall have a PVC coating per ASTM F668, Class 2A, extruded and bonded.

## 2.2.2 Framework

2.2.2.1 The material used to manufacture framework for vinyl coated chain link fencing systems shall be galvanized sheet steel, in coils, meeting the general requirements of ASTM A924 and the specific product requirements of ASTM A653, quality level HSLA (high-strength, low alloy), Type I, Grade 50, Coating Designation G-90 (0.90 oz/ft<sup>2</sup>), hot dip process. The framework shall be manufactured in accordance with commercial standards to meet the strength requirements (55,000 psi minimum yield strength) of ASTM F1043, Group IC, Electrical Resistance Welded Round Steel Pipe. The vinyl coating shall also be in accordance with ASTM F1043.

2.2.2.2 *Fence Posts.* Line fence posts shall be two and one-half (2½)-inch diameter. End, corner, angle, and pull posts shall be three (3)-inch diameter.

2.2.2.3 All rails shall be one and five-eighths (1½)-inch diameter.

## 2.2.3 Fittings

2.2.3.1 The material for fence fittings and other appurtenances shall be manufactured of galvanized press, malleable, or cast steel and vinyl coated to meet the requirements of ASTM F626.

2.2.3.2 Post tops shall be one (1)-piece casting with a hole for the top rail.

2.2.3.3 Stretcher bars shall be three-sixteenths (3/16)-inch by three-fourths (¾)-inch or equivalent cross sectional area.

2.2.3.4 Matching vinyl coated fabric bands shall be furnished to fasten the fabric to line posts and top rails at fifteen (15)-inch intervals and to line the top rail at twenty-four (24) inch intervals.

2.2.3.5 Matching vinyl coated steel tension wires shall be seven (7)-gauge and have a minimum tensile strength of 60,000 psi.

2.2.4 The color of all manufactured vinyl coated materials shall be a standard color in accordance with ASTM F934, as selected by the Owner.

## 2.3 BOLLARDS

2.3.1 Bollards shall consist of 6" diameter, ¼" thick steel pipe, painted yellow.

2.3.2 The bollard shall be concrete filled and have a 12" diameter concrete foundation.

2.3.3 Concrete for bollard foundation and fill shall be MDOT Class B.

### **3.0 CONSTRUCTION REQUIREMENTS**

- 3.1 The chain link fence shall be installed in accordance with ASTM F567, the manufacturer's recommendations, and as otherwise required in these specifications.
- 3.2 ALIGNMENT. The installed fence shall conform to the alignment and finish grade indicated. All posts shall be plumb. Post spacing shall be a maximum of ten (10) feet on center. Ground surface irregularities shall be graded as required to maintain not more than one inch clearance below the bottom of the fence fabric.
- 3.3 FOUNDATIONS. Concrete foundations thirty-six (36) inches deep shall be provided. Concrete foundations shall be circular in horizontal section, not less than nine (9) inches in diameter for line posts, and with a diameter not less than twelve (12) inches for terminal posts. Foundations shall extend above the ground surface and shall be crowned approximately one (1) inch. Each foundation shall be cured for at least seventy-two (72) hours before further work is done on the post.
- 3.4 TENSION WIRES. Top rails and bottom tension wires shall be installed before the fabric. Top rails shall be furnished in at least eighteen (18)-foot lengths and shall be securely connected to terminal posts. Tension wires shall be installed approximately six (6) inches above grade, attached to each post, and securely anchored at terminal posts.
- 3.5 FABRIC. Fabric shall be attached to the top and bottom rail or tension wire on twenty-four (24)-inch centers and to the line posts on fifteen (15)-inch centers. Stretcher bars shall be provided at each terminal post. Each stretcher bar shall be threaded through the fabric and anchored to the post on fifteen (15)-inch centers by positive mechanical means.
- 3.6 Fabric shall be stretched taut and anchored so that a pull of 150 pounds at the middle of a panel will not lift the bottom of the fabric more than six (6) inches.
- 3.7 CORROSION PREVENTION. All surfaces of aluminum which will be in contact with concrete, mortar, or dissimilar metals shall be given a heavy coat of coal tar paint.

### **4.0 METHOD OF MEASUREMENT**

- 4.1 Chain link fence shall be measured by linear foot, field measurement.
- 4.2 Gates shall be measured per each.
- 4.3 Bollards shall be measured per each.

**5.0 PAYMENT**

5.1 Payment shall be made in accordance with Pay Item No.

|         |                  |                 |
|---------|------------------|-----------------|
| 02831-A | Chain Link Fence | per linear foot |
| 02831-B | Gate (20 ft.)    | per each        |
| 02831-C | Bollards         | per each        |

**1.0 SCOPE OF WORK**

1.1 This work shall consist of ground preparation, fertilizing, seeding, and planting of sod to establish a permanent ground cover of grass on all areas where the natural vegetative cover has been removed by construction activities and the covering of steeply sloping seeded areas with an erosion control mat.

**2.0 MATERIALS**

**2.1 SEED**

2.1.1 All seeds shall comply with the seed laws of the State and the current regulations duly promulgated thereunder.

2.1.2 Seeding mixtures shall be used at the following rates:

Planting Between March 1 and October 15:

|                      |              |
|----------------------|--------------|
| Common Bermuda Grass | 55 lbs./acre |
| Brown Top Millet     | 30 lbs./acre |

Planting Between October 15 and March 1:

|                      |              |
|----------------------|--------------|
| Common Bermuda Grass | 55 lbs./acre |
| Rye Grass            | 30 lbs./acre |

**2.2 FERTILIZER**

2.2.1 All fertilizers shall comply with the fertilizer laws of the State.

2.2.2 Fertilizer shall be commercial combination, 19-19-19 (Nitrogen, Phosphorous, and Potash) and shall be distributed at a rate of 500 lbs./acre.

2.3 **EROSION CONTROL MAT.** Erosion Control Mat shall be excelsior blanket with biodegradable net, as specified in Section 715.09.2 of MDOT Specifications or an approved equivalent.

2.4 **SOLID SOD.** Solid sod shall be Centipede and shall be live, fresh, growing grass with at least one and one-half inches (1½”) of soil adhering firmly to the roots when placed. The sod shall be reasonably free from noxious weeds or other grasses and shall not contain any matter deleterious to its growth or which might affect its subsistence or hardiness when transplanted. The sod shall be in blocks at least eight inches by eight inches (8" x 8") and reasonably free from ragged edges. All solid sod materials shall be approved by Engineer prior to transplanting.

## 2.5 MULCH

2.5.1 Mulch shall be wood or paper cellulose fiber containing no germination inhibiting or growth inhibiting agents. Characteristics shall be as follows:

|    |                        |                                       |
|----|------------------------|---------------------------------------|
| a. | Moisture Content       | 10% ( $\pm$ 2%)                       |
| b. | Organic Matter         | 99.4% ( $\pm$ 0.2%)                   |
| c. | Ash                    | 0.6% ( $\pm$ 0.2%)                    |
| d. | pH                     | 4.8 ( $\pm$ 0.5%)                     |
| e. | Water Holding Capacity | 1050 grams water / 100 grams of fiber |

2.5.2 Tackifier used in the hydro-seeding process shall be a liquid concentrate diluted with water, forming a transparent three-dimensional film-like crust permeable to water and air and containing no agents toxic to seed germination. TERR-MULCH TACKING AGENT IIII or an approved equivalent shall be used.

2.6 Straw mulch shall be clean out or wheat straw, well seasoned before bailing and free from manure, seed bearing stalks, or roots of prohibited or noxious weeds.

## 3.0 **CONSTRUCTION REQUIREMENTS**

### 3.1 PLANT ESTABLISHMENT (SEEDING)

3.1.1 Ground preparation shall consist of plowing and pulverizing the soil within the area to be planted or seeded. Unless otherwise stipulated, the soil shall be prepared to a depth of not less than four (4) inches. The soil area shall be thoroughly disked and harrowed until well pulverized to the full depth, and the area shall present a smooth, uniform, loose appearance with all large clods, earth balls, boulders, stumps, large roots, or other particles which will interfere with the work removed.

3.1.2 If wetting of the soil is necessary for proper ground preparation, Contractor shall supply sufficient water therefore. Full advantage shall be taken of weather and soil conditions, and no attempt shall be made to prepare the soil while it is wet or in an otherwise non-tillable condition.

3.1.3 In any case, the soil shall be so pulverized and cultivated as to provide a suitable bed for planting or seeding operations, and the area shall be true to the lines and grades as established.

3.1.4 The amounts and types of fertilizers shall be applied uniformly on the areas to be planted or seeded and uniformly incorporated into the soil.

3.1.5 All fertilizer shall be incorporated within twenty-four (24) hours following spreading, unless otherwise directed.

3.1.6 The recommended quantity for the specified fertilizer shall be 500 pounds/acre.

3.1.7 Seeding shall not be done during windy weather or when the ground is frozen,

extremely wet, or in an untillable condition.

- 3.1.8 All seeds shall be covered lightly with soil by raking, rolling, or other approved methods, and the area compacted with a cultipacker.
- 3.1.9 Erosion Control Mat shall be installed on all steeply sloping areas after seeding in accordance with Sections S-227.03 and S-227.04, MDOT Specifications.
- 3.1.10 Growth or coverage shall be considered acceptable when a satisfactory stand and growth of in-season plantings have sufficiently covered the area seeded to provide ample erosion protection. It shall be the responsibility of the Contractor that the seed planted has produced a living and growing vegetative cover at the time of acceptance.
- 3.1.11 Plant establishment and maintenance shall consist of the necessary protection of the seeded or top seeded areas and other operations of maintenance, including watering, weeding, mowing, repairing, and reseeded of all areas damaged or eroded as a result of Contractor's operations, negligence, or by normal rains or storms.
- 3.2 SOLID SOD
- 3.2.1 Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling, and planting.
- 3.2.2 The sod shall be transplanted within twenty-four (24) hours after arriving on the project. All sod in stacks shall be kept moist and protected from exposure to the wind and sun and from freezing. In no event shall more than three (3) days elapse between the cutting and planting of the sod without approval of the Engineer.
- 3.2.3 Prior to ground preparation for solid sodding, all excavating, shaping, and dressing shall have been completed in such a manner that the foundation for the sod has the proper cross section, line, and grade, and so that the sod after placement will be flush with or slightly below the adjacent final ground line.
- 3.2.4 Ground preparation and fertilizing may then proceed in the same manner prescribed for seeding.
- 3.2.5 The sod shall be placed on the prepared surface with edges in close contact and starting at the lowest point and working upward. Cracks between the blocks of sod shall be filled with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of approved soil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Light rollers, hand tamps, or other approved equipment shall be used for compacting.
- 3.2.6 Solid sodding shall be performed only when weather and soil conditions are suitable for proper placement.
- 3.2.7 Plant establishment shall consist of preserving, protecting, replacing, watering, mowing, and other work necessary to keep the sod in a satisfactory condition at

all times until final acceptance.

3.2.8 A satisfactory growth of solid sodding shall be understood to mean a healthy, living, and growing grass turf which has been planted on an approved foundation and has been maintained in accordance with the requirements of these specifications.

3.3 **PLANT ESTABLISHMENT BY HYDRO-SEEDING**

3.3.1 A mixture of seed, fertilizer, mulch, and tackifier in a water slurry shall be applied using hydraulic mulching equipment in the following minimum quantities:

|            |  |
|------------|--|
| Fertilizer | 500 lbs./acre                          |
| Mulch      | 1200 lbs./acre                         |
| Seed       | (as specified in this section)         |
| Tackifier  | 30 lbs./acre (60 lbs./acre in ditches) |

3.3.2 Straw mulch shall be placed on areas that have been hydro-seeded within twenty-four (24) hours of seeding.

3.3.3 Straw mulch shall be placed in a continuous blanket at a rate of two and one-half (2½) tons per acre or two (2) fifty (50)-pound bales per 1,000 square feet of area.

3.3.4 Straw mulch shall be crimped into the soil by mechanical means. Anchor straw mulch with tackifier at a rate of 30 lbs./acre.

3.3.5 Contractor shall protect buildings, paving, plantings, and all non-seeded areas from tackifier overspray.

**4.0 METHOD OF MEASUREMENT**

4.1 Plant Establishment (Seeding), complete with satisfactory growth and coverage, will be measured by the acre.

4.2 Erosion Control Mat, including staples, completely in place and accepted, will be measured by the square yard of finished surface. No allowance will be made for overlap.

4.3 Solid Sod will be measured by the square yard.

4.4 Ground preparation, fertilizer, and seedings by the hydro-seeding method with all necessary mulching, tackifiers, and other items with satisfactory growth and coverage will be measured for payment by the acre.

**5.0 PAYMENT**

5.1 Payment for Plant Establishment (Seeding) and Plant Establishment (Hydro-Seeding) shall be made in accordance with the "per acre" bid price. A payment of 50% of the bid price will be made when the initial work is complete. An

inspection will be made sixty (60) days after seeding to determine if reseeding of some areas will be required. Payment of the remaining 50% of the bid price will not be made until after a satisfactory growth and coverage of grass, as determined by the Engineer, is in place.

5.2 Payment for Erosion Control Mat shall be made in accordance with the “per square yard” bid price.

5.3 Payment for Plant Establishment (Solid Sod) shall be made in accordance with the per square yard bid price. A payment of 70% of the bid price will be made when the planting is complete. An inspection will be made sixty (60) days after planting to determine if replanting of some areas will be required. Payment of the remaining 30% of the bid price will not be made until after a satisfactory growth of solid sodding as described in Section 3.2.8 of this specification is in place.

5.4 Payment shall be made in accordance with Pay Item No:

02931-A Plant Establishment (Hydro-Seeding) per acre

**11225 .....OIL/WATER SEPERATOR RELOCATION**

**1.0 SCOPE OF WORK**

1.1 The relocation of the existing oil/water separator and all related piping.

**2.0 MATERIALS**

2.1 PVC pipe and fittings shall be Schedule 40 and meet ASTM D1785.

**3.0 CONSTRUCTION REQUIREMENTS**

3.1 Care shall be taken to not damage existing oil/water separator.

**4.0 METHOD OF MEASUREMENT**

4.1 Relocation of oil/water separator shall be measured per lump sum and is to include all incidentals required to have a functional system after the relocation.

**5.0 PAYMENT**

5.1 Payment shall be made in accordance with Pay Item No.

11225-B      Relocation of Oil/Water Separator      per lump sum