

**CONNECTICUT
SUPPLEMENTAL SPECIFICATION
Form 816
January 2009**

**SECTION 1.01 - DEFINITIONS OF TERMS AND PERMISSIBLE
ABBREVIATIONS**

1.01.01 — Definitions:

Add the following definition:

SUBSTANTIAL COMPLETION: The date at which the performance of all work on the Project has been completed except minor or incidental items, final cleanup, work required under a warranty, and repair of unacceptable work, and provided the Engineer has determined that:

- A. The Project is safe and convenient for use by the public, and
- B. All traffic lanes including all safety appurtenances are in their final configuration, and
- C. Failure to complete the work and repairs excepted above does not result in the deterioration of other completed work; and provided further, that the value of work remaining to be performed, repairs, and cleanup is less than one percent (1%) of the estimated final Contract amount, and
- D. If applicable a Certificate of Compliance has been issued.

1.01.02 — Abbreviations, Publications, and Standards:

Delete the like-named abbreviations and replace it with the following abbreviations:

“**AA** – Aluminum Association, Inc. (The)
ALSC – American Lumber Standard Committee, Incorporated
AMCA – Air Movement and Control Association International, Inc.
AOSA – Association of Official Seed Analysts, Inc.
ASME – ASME International (The American Society of Mechanical Engineers International)
CTI – Cooling Technology Institute
EIA – Electronic Industries Alliance
ICEA – Insulated Cable Engineers Association, Inc.
IEEE – Institute of Electrical and Electronics Engineers, Inc. (The)
NTMA – National Terrazzo & Mosaic Association, Inc. (The)
TCA – Tile Council of America, Inc.”

Delete the Following abbreviations:

“ADA – Americans with Disabilities Act
AFPA – American Forest and Paper Association
BOCA – Building Officials and Code Administrators International
FM – Factory Mutual System
ICBO – International Conference of Building Officials
MIL – Military Standardization Documents, U.S Department of Defense
MS – Military Specifications
NWWDA – National Wood Window and Door Association
NFS – NFS International”

Add the following abbreviations:

“ADAAG – Americans with Disabilities Act (ADA)
AABC – Associated Air Balance Council
AAMA – American Architectural Manufacturers Association
ABMA – American Bearing Manufacturers Association
AF&PA – American Forest & Paper Association
AI – Asphalt Institute
BIA – Brick Industry Association (The)
CDA – Copper Development Association Inc.
CGA – Compressed Gas Association
FMG – FM Global
HI – Hydraulic Institute
HPVA – Hardwood Plywood & Veneer Association
ICC – International Code Council
ICC-ES – ICC Evaluation Service, Inc.
IEC – International Electrotechnical Commission
IGMA – Insulating Glass Manufacturers Alliance
ISO – International Organization for Standardization
MILSPEC – Military Specification and Standards
NADCA – National Air Duct Cleaners Association
NFRC – National Fenestration Rating Council
NHLA – National Hardwood Lumber Association
NSF – NSF International (National Sanitation Foundation International)
PDI – Plumbing & Drainage Institute
SDI – Steel Deck Institute *or*
- Steel Door Institute
SJI – Steel Joist Institute
SMACNA – Sheet Metal and Air Conditioning Contractors’ National Association
SPRI – Single Ply Roofing Industry
SWRI – Sealant, Waterproofing, & Restoration Institute
TIA/EIA – Telecommunications Industry Association/Electronic Industries Alliance

TRB – Transportation Research Board
UFAS – Uniform Federal Accessibility Standards
USGBC – U.S. Green Building Council
WDMA – Window & Door Manufacturers Association”

SECTION 1.05 - CONTROL OF THE WORK

Replace Article 1.05.08 – Vacant with the following:

1.05.08—SCHEDULES AND REPORTS:

When a project coordinator is not required by the Contract the following shall apply:

Baseline Bar Chart Construction Schedule: Within 20 calendar days after contract award the Contractor shall develop a comprehensive bar chart as a baseline schedule for the project. The bar chart schedule shall be submitted to the Engineer for approval and shall be based on the following guidelines:

1. The bar chart schedule shall contain a list of activities that represents the major activities of the project. At a minimum, this list should include a breakdown by individual structure or stage, including major components of each. The bar chart schedule shall contain sufficient detail to describe the progression of the work in a comprehensive manner. As a guide, 10 to 15 bar chart activities should be provided for each \$1 million of contract value. The following list is provided as an example only and is not meant to be all-inclusive or all-applicable:

General Activities Applicable to all projects

Project Constraints

- Winter shutdowns
- Environmental permits/application time of year restrictions
- Milestones
- Third Party approvals
- Long lead time items (procurement and fabrication of major elements)
- Adjacent Projects or work by others

Award

Notice to Proceed

Signing (Construction, temporary, permanent by location)

Mobilization

Permits as required

Field Office

Utility Relocations

Submittals/shop drawings/working drawings/product data

Construction of Waste Stock pile area

Clearing and Grubbing

Earthwork (Borrow, earth ex, rock ex etc.)
Traffic control items (including illumination and signalization)
Pavement markings
Roadway Construction (Breakdown into components)
Drainage (Breakdown into components)
Culverts
Plantings (including turf establishment)
Semi-final inspection
Final Cleanup

As required the following may supplement the activities listed above for the specific project types indicated:

a. For bridges and other structures, include major components such as abutments, wingwalls, piers, decks and retaining walls; further breakdown by footings, wall sections, parapets etc.

Temporary Earth Retention Systems
Cofferdam and Dewatering
Structure Excavation
Piles/test piles
Temporary Structures
Removal of Superstructure
Bearing Pads
Structural Steel (Breakdown by fabrication, delivery, installation, painting etc.)
Bridge deck

b. Multiple location projects such as traffic signal, incident management, lighting, planting and guiderail projects will be broken down first by location and then by operation. Other major activities of these types of projects should include, but are not limited to:

Installation of anchors
Driving posts
Foundations
Trenching and Backfilling
Installation of Span poles/mast arms
Installation of luminaries
Installation of cameras
Installation of VMS
Hanging heads
Sawcut loops
Energizing equipment

c. Facility Projects – Facilities construction shall reflect the same breakdown of the project as the schedule of values:

Division 2 – Existing Conditions
Division 3 – Concrete
Division 4 – Masonry
Division 5 – Metals
Division 6 – Wood, Plastic, and Composites
Division 7 – Thermal and Moisture Protection
Division 8 – Openings
Division 9 – Finishes
Division 10 – Specialties
Division 11 – Equipment
Division 12 - Furnishings
Division 13 – Special Construction
Division 14 – Conveying Equipment
Division 21 – Fire Suppression
Division 22 – Plumbing
Division 23 – Heating, Ventilating, and Air Conditioning
Division 26 – Electrical
Division 27 – Communications
Division 28 – Electronic Safety and Security
Division 31 – Earthwork
Division 32 – Exterior Improvements
Division 33 - Utilities

2. If the Engineer determines that additional detail is necessary, the Contractor shall provide it.
3. Each activity shall have a separate schedule bar. The schedule timeline shall be broken into weekly time periods with a vertical line to identify the first working day of each week.
4. The bar chart schedule shall show relationships among activities. The critical path for the Project shall be clearly defined on the schedule. The schedule shall show milestones for major elements of work, and shall be prepared on a sheet, or series of sheets of sufficient width to show data for the entire construction period.
5. If scheduling software is used to create the bar chart schedule, related reports such as a predecessor and successor report, a sort by total float, and a sort by early start shall also be submitted.
6. Project activities shall be scheduled to demonstrate that the construction completion date for the Project will occur prior to expiration of the Contract time. In addition, the schedule shall demonstrate conformance with any other dates stipulated in the Contract.
7. The Contractor is responsible to inform its subcontractor(s) and supplier(s) of the project schedule and any relevant updates.
8. There will be no direct payment for furnishing schedules, the cost thereof shall be considered as included in the general cost of the work.

9. For projects without a Mobilization item, 5% of the contract value will be withheld until such time as the Baseline Schedule is approved.

Monthly Updates: No later than the 10th day of each month, unless directed otherwise by the Engineer, the Contractor shall deliver to the Engineer three copies of the schedule to show the work actually accomplished during the preceding month, the actual time spent on each activity, and the estimated time needed to complete any activity which has been started but not completed. Each time bar shall indicate, in 10% increments, the estimated percentage of that activity which remains to be completed. As the Project progresses, the Contractor shall place a contrasting mark in each bar to indicate the actual percentage of the activity that has been completed.

The monthly update shall include revisions of the schedule necessitated by revisions to the Project directed by the Engineer (including, but not limited to extra work), during the month preceding the update. Similarly, any changes of the schedule required due to changes in the Contractor's planning or progress shall also be included. The Engineer reserves the right to reject any such revisions. If the schedule revisions extend the contract completion date, due to extra or added work or delays beyond the control of the Contractor, the Contractor shall submit a request in writing for an extension of time in accordance with Article 1.08.08. This request shall be supported by an analysis of the schedules submitted previously.

Any schedule revisions shall be identified and explained in a cover letter accompanying the monthly update. The letter shall also describe in general terms the progress of the Project since the last schedule update and shall identify any items of special interest.

If the Contractor fails to provide monthly schedule updates, the Engineer has the right to hold 10% of the monthly estimated payment, or \$5,000, whichever is less, until such time as an update has been provided in accordance with this provision.

Biweekly Schedules: Each week, the Contractor shall submit to the Engineer a two week look-ahead schedule. This short-term schedule may be handwritten but shall clearly indicate all work planned for the following two week period.

Recovery Schedules: If the updated schedule indicates that the Project has fallen behind schedule, the Contractor shall either submit a time extension request in accordance with 1.08.08 or immediately institute steps acceptable to the Engineer to improve its progress of the Project. In such a case, the Contractor shall submit a recovery plan, as may be deemed necessary by the Engineer, to demonstrate the manner in which an acceptable rate of progress will be regained.

Add the following Article:

1.05.17 - WELDING

The Contractor shall ensure that all welding of materials permanently incorporated into the work, and welding of materials used temporarily during construction of the work is performed in accordance with the following codes:

- American Welding Society (AWS) Structural Welding Code – Steel – ANSI/AWS D1.1: Miscellaneous steel items that are statically loaded including but not limited to columns, and floor beams in buildings, railings, sign supports, cofferdams, tubular items, and modifications to existing statically loaded structures.
- AWS Structural Welding Code – Aluminum – AWS D1.2/D1.2M: Any aluminum structure or member including but not limited to brackets, light standards, and poles.
- AWS Structural Welding Code – Sheet Steel – AWS D1.3/D1.3M: Sheet steel and cold-formed members 0.18 in.(4.6 mm) or less in thickness used as, but not limited, to decking and stay-in-place forms.
- AWS Structural Welding Code – Reinforcing Steel – AWS D1.4/D1.4M: Steel material used in the reinforcement of cast-in-place or pre-cast Portland cement concrete elements including but not limited to bridge decks, catch basin components, walls, beams, deck units, and girders.
- AASHTO/AWS – Bridge Welding Code, AASHTO/AWS D1.5/D1.5M: Steel highway bridges and other dynamically loaded steel structures. Also includes sign supports, and any other fracture critical structure.

The edition governing the work shall be in effect on the date the Contract was advertised for solicitation of bids.

The Contractor is responsible to provide a Certified Welding Inspector in accordance with the above noted codes. The cost for this service is included in the general cost of the work.

All welders shall be certified by the Engineer in accordance with Section 6.03.

SECTION 1.08 - PROSECUTION AND PROGRESS

Article 1.08.01 – Transfer of Work or Contract:

Replace the last paragraph with the following:

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any individual or entity without the written consent of the Commissioner. No payment will be made for such work until written consent is provided by the Commissioner.

Article 1.08.07 – Determination of Contract Time:

Replace the fifth paragraph with the following:

The total elapsed time in calendar days, computed as described above, from the commencement date specified in the Engineer's "Notice to Proceed" to the "Substantial Completion" date specified in the Engineer's "Notice of Substantial Completion" shall be considered as the time used in the performance of the Contract work.

Article 1.08.09 – Failure to Complete Work on Time:

Replace the second paragraph with the following:

If the last day of the initial Contract time or the initial Contract date determined for Substantial Completion is before December 1 in the given year, liquidated damages as specified in the Contract shall be assessed against the Contractor per calendar day (including any days during a winter shutdown period) from that day until the date on which the Project is substantially completed.

1.08.12—Final Inspection:

Replace the first paragraph with the following:

If the Engineer determines that the work may be substantially complete, a Semi Final Inspection will be held as soon as practical. After the Semi Final Inspection is held and the Engineer determines that the requirements for Substantial Completion have been satisfied the Engineer will prepare a "Notice of Substantial Completion".

When the Contractor has completed all work listed in the "Notice of Substantial Completion" the Contractor shall prepare a written notice requesting a Final Inspection and a "Certificate of Acceptance of Work". The Engineer will hold an Inspection of the Project as soon as practical after the Engineer determines that the Project may be completed. If the Engineer deems the Project complete, said inspection shall constitute the Final Inspection, and the Engineer will notify the Contractor in writing that the Final Inspection has been performed.

SECTION 1.09 - MEASUREMENT AND PAYMENT

Article 1.09.04 – Extra and Cost-Plus Work

Delete the word "bonding" under section (a) Labor, (3).

Delete existing section (e) and replace with the following:

(e) Administrative Expense: When extra work on a cost-plus basis is performed by an authorized subcontractor, the Department will pay the Contractor an additional 7.5% for that work; such payment will be in addition to the percentage payments described in (a), (b), (c) and (d) above, as a reimbursement for the Contractor's administrative expense in

connection with such work. Approval of such additional payments will be given only after the Contractor provides to the Engineer receipted invoices for all relevant costs.

Change Section designation for Miscellaneous from:

(f) Miscellaneous to: **(g) Miscellaneous**

Add the following as (f):

(f) Bonding Costs: For bonding on the total cost of the cost-plus work including administrative expenses as outlined in (e) above, the Contractor shall receive its actual cost. The Contractor shall provide to the Engineer documentation, satisfactory to the Engineer in form and substance, of all such costs.

SECTION 1.20 - GENERAL CLAUSES FOR FACILITIES CONSTRUCTION

1.20-1.00 – General:

Delete the last sentence of the first paragraph and replace with the following:

“Facilities Construction is defined as the type of construction that requires the issuance of a Certificate of Compliance (C.O.C.) by the State Building Inspector or his authorized representative at the completion of a project, and includes site work considered ancillary to this type of construction.”

Add the following article:

1.20-1.01.01—Definitions:

OWNER: Where used herein, it is synonymous with Department or State.

1.20-1.02.04 – Examination of Plans, Specifications, Special Provisions and Site of Work:

Delete the first sentence of the first paragraph and replace with the following:

“CSI-formatted specifications are organized into Divisions and Sections based on the CSI’s “MasterFormat” numbering system.”

1.20-1.02.13 – Knowledge of Applicable Laws:

Delete Items 1 through 9 in their entirety and replace with the following:

1. “The 2003 International Building Code with the State Building Code, including latest Connecticut Supplement.
2. The 2003 International Plumbing Code.
3. The 2003 International Mechanical Code.
4. The 2003 International Existing Building Code.
5. The 2003 International Energy Conservation Code.
6. The 2005 NFPA 70 National Electrical Code.
7. The 2003 ICC/ANSI A117.1.
8. The Fire Safety Code, including latest Connecticut Supplement.
9. The 2003 International Fire Code.
10. The 2003 NFPA 1 Uniform Fire Code.
11. The 2003 NFPA 101 Life Safety Code.”

Add the following as the new last paragraph:

“All work to be performed by the Contractor shall comply with the “Americans with Disabilities Act Accessibility Guidelines.”

1.20-1.03.01 – Consideration of Bids:

Delete the second and third paragraphs and replace with the following:

“The total in the Schedule of Values shall equal the bid dollar amount for the Major Lump Sum Item.

The Schedule of Values shall be divided into “Line Items” listed separately for each CSI Section of the Special Provisions.”

1.20-1.05.02--Shop Drawings, Product Data, Product Samples and Quality Assurance Submittals

Delete the last sentence of the first paragraph and replace with the following:

“All facsimiles or other electronic documents from the Contractor shall be followed by an official transmittal.”

Delete the third paragraph and replace with the following:

“The Contractor shall number each submittal consecutively: When resubmitting a “Revise and Resubmit” or “Rejected” submittal, the Contractor shall label the transmittal with the original submittal number followed by a letter to designate the additional submission. All submittals shall be numbered conforming to the following examples:”

In column B of line 001, line 001a, and line 001b of the table in subsection 1, replace “07511” with “075110.”

Add the following to the end of the first paragraph of subsection 2:

“The Department reserves the right to return partial submittals unreviewed to the Contractor.”

Revise the third paragraph of subsection 2 to read:

“The Contractor shall allow at least 60 calendar days for review of any submittal requiring approval by FAA, FTA, any railroad, DEP, U.S. Coast Guard, Army Corps of Engineers, or any other outside agency.”

Delete the third and fourth paragraphs of subsection 3 and replace with the following:

“The Designer will not review submittals and the Engineer will not process payment estimates until the initial submittal schedule has been provided. Any delays in construction due to the Contractor's failure to provide a submittal schedule shall be the responsibility of the Contractor.

The Contractor must update its submittal schedule at least once a month, and distribute and post each updated schedule in the manner described above. The Engineer reserves the right not to process payment estimates without a recently updated submittal schedule on file.”

Replace the first sentence of the first paragraph of subsection 4 with the following:

“Shop Drawings consist of fabrication and installation drawings, roughing-in and setting drawings, schedules, patterns, templates and similar drawings, and wiring diagrams showing field-installed wiring, including power, signal, and control wiring.”

Replace the second paragraph of subsection 4 with the following:

“Shop drawings shall include the following information: Contract number, Project description, number and title of the drawing, date of drawing, revision number, name of Contractor and subcontractor submitting drawings, dimensions, identification of products, shopwork manufacturing instructions, design calculations, statement of compliance with Contractual standards, notation of dimensions established by field measurement, relationship to adjoining construction clearly indicated, seal and signature of a professional engineer if specified, and any other information required by individual Contract provisions.”

Replace the first sentence of the first paragraph of subsection 5 with the following:

“Product data consist of printed information such as manufacturer’s product specifications, manufacturer’s installation instructions, manufacturer’s catalog cuts, standard color charts, wiring diagrams showing factory-installed wiring, printed performance curves, operational range diagrams, and mill reports.”

Replace the first sentence of the first paragraph of subsection 7 with the following:

“Quality assurance submittals consist of qualification data, design data, certifications, manufacturer’s instructions, manufacturer’s field reports, test reports, Material Safety Data Sheets (MSDSs), and other quality assurance information required by individual Contract provisions.”

1.20-1.05.04—Coordination of Special Provisions, Plans, Supplemental Specifications and Standard Specifications and Other Contract Requirements:

Delete the first and second paragraphs and replace with the following:

“Industry Standards: Each entity engaged in construction of the Contract shall be familiar with industry standards applicable to that entity's construction activities. If printed standards have been established by organizations referenced in Article 1.01.02 or in the Contract, the Contractor shall obtain copies of said standards directly from the publication source.

Unless the Special Provisions include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Special Provisions to the extent referenced. Such standards are made a part of the Contract by reference.”

Add the following article:

1.20-1.05.08—Schedules and Reports:

Daily Construction Reports: The Contractor shall assist the Engineer in the preparation of a daily construction report, by ensuring that each of the Contractor’s employees and subcontractors working on the Project site on a given day signs the Engineer’s sign-in sheet for that day; and by keeping and providing to the Engineer its own daily list of employees and subcontractors who worked on the Project site on that day.

Add the following article:

1.20-1.05.23—Requests for Information (RFIs):

The Contractor shall forward all RFIs to the Engineer in writing (facsimile or

other electronic document) for review. The Engineer will forward the RFI to the Designer for review. Upon receipt of an RFI, the Designer will attempt to determine if additional information is required from the Contractor to respond to the RFI, and request said information from the Engineer.

All other RFIs will be responded to within 10 calendar days of receipt by the Designer.

1.20-1.05.24--Project Meetings:

Delete the third paragraph under subsection 1.

Delete the second paragraph under subsection 2 and replace with the following:

“The meeting participants shall review progress of other construction activities and preparations for the particular activity under consideration, including requirements of Contract documents, related requests for interpretations, related construction orders, purchases, deliveries, submittals, review of mockups, possible conflicts, compatibility problems, time schedules, weather limitations, manufacturer’s written recommendations, warranty requirements, compatibility of materials, acceptability of substrates, temporary facilities and controls, space and access limitations, regulations of authorities having jurisdiction, testing and inspecting requirements, installation procedures coordination with other work, required performance results, protection of adjacent work, and protection of construction and personnel.”

Delete the second, third and fourth paragraph under subsection 3 and replace with the following:

“The Contractor shall provide the Engineer with a detailed agenda for the proposed meeting, specifying what topics will be covered. In addition to representatives of the Engineer, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall attend these meetings. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Project.

At each progress meeting, the participants shall (1) review items of significance that could affect progress; (2) discuss topics appropriate to the current status of the Project; (3) review progress since the last meeting; (4) determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the Contractor's Construction Schedule; (5) determine how to expedite any Project work that may be behind schedule; (6) discuss whether or not schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract time; and (7) review the present and future needs of each entity represented at the meeting, including such items as interface

requirements, time, sequences, deliveries, off-site fabrication problems, access, site utilization, temporary facilities and controls, hours of work, hazards and risks, housekeeping, quality and work standards, status of correction of deficient items, field observations, requests for interpretations, status of proposal requests, pending changes, status of construction orders, and documentation of information for payment requests. The Engineer will distribute copies of minutes of the meeting to the Designer and the Contractor. The Contractor shall distribute copies to parties who were or should have been at the meeting.”

Delete article 1.20-1.05.25—Schedules and Reports in its entirety

1.20-1.06.08 - Warranties:

Delete the eighth and ninth paragraph and replace with the following:

“The Contractor shall:

(a) Bind warranties in heavy-duty, commercial-quality, durable 3-ring vinyl-covered loose-leaf binders, thick enough to accommodate the contents, and sized to receive 8 1/2-inch x 11-inch paper (216-millimeter x 279-millimeter) paper.

(b) Identify the binder’s contents on the binder’s front and spine with the typed or printed title “WARRANTIES,” the Project title or name, and the name of the Contractor.

(c) Provide a heavy paper divider with a tab for each separate warranty.

(d) Mark the tab to identify the related product or installation.

(e) Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the Contractor or pertinent subcontractor.

(f) Furnish to the Department a written warranty for all Project work accompanied by a cover letter with the following contents:

[Addressed to:]

Commissioner of Transportation
Department of Transportation
P.O. Box 317546
Newington, Connecticut 06131-7546

Project Title and Number

[We] hereby warrant all materials and workmanship for all work performed under this Contract for a period of one (1) year from [date of issuance of C.O.C.] against failures of workmanship and materials in accordance with the Contract. Furthermore, as a condition of this warranty, [we] agree to have in place all insurance coverage identified in the Contract for the performance of any warranty work.

[Signature:] [Name of authorized signatory]
[Title]

(g) Countersign all warranties supplied by subcontractors, suppliers or manufacturers.

(h) Submit to the Engineer, upon completion of installation of materials or assemblies that are required to have either a flame-rating or a fire-endurance hourly rating, a detailed letter certifying that the required rating has been attained.

Upon determination by the Engineer that Project work covered by a warranty has failed, the Contractor shall replace or rebuild the work to an acceptable condition complying with Contract requirements. The Contractor is responsible for the cost of replacing or rebuilding defective construction or components and those which may have needed to be damaged or removed in order to cure the defective work including costs of material, equipment, labor, and material disposal, regardless of whether or not the State has benefited from use of the work through a portion of its anticipated useful service life. The Contractor shall respond to the Project Site when Project work covered by a warranty has failed within 3 calendar days, unless in the Engineer's opinion said failure is deemed to be an emergency, in which case the Contractor shall respond to the Project Site as directed by the Engineer."

1.20-1.08.03—Prosecution of Work:

Under subsection '3. Cutting and Patching,' delete the heading 'B. Protection of Structural Elements' and replace with the following:

"B. Protection:"

Move the existing first and second paragraphs to under the following subparagraph:

"1. Structural Elements:"

Add the following after the first paragraph under B:

"2. Operational Elements: The Contractor shall not cut and patch operating elements and related components in a manner that results in their reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Miscellaneous Elements: The Contractor shall not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety."

Add the following after subsection 3:

“4. Selective Demolition:

A. Definitions:

Remove: The Contractor shall detach materials from existing construction and legally dispose or recycle them off-site, unless indicated to be removed and salvaged or removed and reinstalled. Except for materials indicated to be reused, salvaged,

reinstalled, or otherwise indicated to remain Engineer's property, demolished materials shall become Contractor's property and shall be removed from the Project Site.

Remove and Salvage: The Contractor shall detach materials from existing construction and deliver them to Engineer. The Engineer reserves the right to identify other materials for salvage during the course of demolition.

Remove and Reinstall: The Contractor shall detach materials from existing construction, prepare them for reuse, and reinstall them where indicated.

Existing to Remain: Existing materials of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

B. Approval Process:

The Contractor shall submit pre-demolition photographs to the Engineer prior to the commencement of Project work to show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations.

Well in advance of performing any selective demolition on the Project, the Contractor shall submit to the Engineer a proposal describing the procedures that the Contractor intends to use for same.

The Contractor shall include the following information, as applicable, in its proposal: (1) detailed sequence of selective demolition and removal work with starting and ending dates for each activity while ensuring that the Engineer's on-site operations are not disrupted; (2) interruption of utility services; (3) coordination for shutoff, capping, and continuation of utility services; (4) use of elevators and stairs; (5) locations of temporary partitions and means of egress; (6) coordination of Engineer's continuing occupancy of

portions of existing building and of Engineer's partial occupancy of completed Project work; and (7) means of protection for items to remain and items in path of waste removal from building.

The Contractor shall comply with (1) governing EPA notification regulations before beginning selective demolition; (2) hauling and disposal regulations of authorities having jurisdiction; (3) ANSI A10.6; and (4) NFPA 241.

The Engineer will conduct a Pre-Demolition Meeting at the Project site in accordance with Article 1.20-1.05.24. Said meeting will review the methods and procedures related

to selective demolition including, but not limited to, the following: (1) an inspection and discussion of the condition of construction to be selectively demolished; (2) a review of the structural load limitations of the existing structure; (3) a review and finalization of the selective demolition schedule and a verification of the availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays; (4) a review of requirements of Project work performed by other trades that rely on substrates exposed by selective demolition operations; and (5) a review of areas where existing construction is to remain and requires protection.

C. Repair Materials:

The Contractor shall comply with Article 1.20-1.08.03 subsection 3E for repair materials and shall comply with material and installation requirements specified in other Contract provisions.

D. Examination:

The Contractor shall (1) verify that utilities have been disconnected and capped; (2) survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required; (3) inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged; (4) investigate and measure the nature and extent of unanticipated mechanical, electrical, or structural elements that conflict with intended function or design and submit a written report to Engineer; and (5) perform surveys as the Project work progresses to detect hazards resulting from selective demolition activities.

E. Utility Services:

The Contractor shall (1) maintain existing utility services indicated to remain and protect them against damage during selective demolition operations; (2) not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by the Engineer; (3) provide temporary services during interruptions to existing utilities, as acceptable to Engineer; (4) provide at least 3 calendar days notice to the Engineer if shutdown of service is required during changeover; and (5) locate, identify, disconnect,

and seal or cap off indicated utilities serving areas to be selectively demolished. The Contractor shall arrange to shut off indicated utilities with utility companies. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition the Contractor shall provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building. The Contractor shall cut off pipe or conduit in walls or partitions to be removed and shall cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

The Contractor shall refer to other Contract provisions for shutting off, disconnecting, removing, and sealing or capping utilities. The Contractor shall not start selective demolition work until utility disconnecting and sealing have been completed and verified by the Engineer in writing.

F. Preparation:

The Contractor shall conduct selective demolition and debris-removal operations to ensure minimum interference with adjacent occupied and used facilities on the Project site. The Contractor shall not disrupt the Owner's operations without the Engineer's permission. The Contractor shall protect existing site improvements, appurtenances, and landscaping to remain.

The Contractor shall provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain. The Contractor shall provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas. The Contractor shall protect walls, ceilings, floors, and other existing finish work that are to remain or that are

exposed during selective demolition operations. The Contractor shall cover and protect furniture, furnishings, and equipment that have not been removed.

The Contractor shall provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. The Contractor shall provide temporary weathertight enclosure for building exterior. Where heating is needed and permanent enclosure is not complete, the Contractor shall provide insulated temporary enclosures and shall coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

The Contractor shall erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

The Contractor shall provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished. The Contractor shall strengthen or add new supports when required during progress of selective demolition.

G. Pollution Controls:

The Contractor shall comply with governing regulations pertaining to environmental protection.

The Contractor shall not use water when it may create a hazardous or objectionable condition such as ice, flooding, or pollution.

The Contractor shall remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. The Contractor shall remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

The Contractor shall clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. The Contractor shall return adjacent areas to condition existing before selective demolition operations began.

H. Performance:

The Contractor shall not use explosives for demolition purposes.

The Contractor shall demolish and remove existing construction only to the extent required by new construction and as indicated. The Contractor shall (1) proceed with selective demolition systematically; (2) neatly cut openings and holes plumb, square, and true to dimensions required; (3) use cutting methods least likely to damage

remaining or adjoining construction; (4) use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces; (5) temporarily cover openings to remain; (6) cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces; (7) not use cutting torches until work area is cleared of flammable materials; (8) verify condition and contents of concealed spaces such as duct and pipe interiors before starting flame-cutting operations; (9) maintain fire watch and portable fire-suppression devices during flame-cutting operations; (10) maintain adequate ventilation when using cutting torches; (11) remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site; (12) remove structural framing

members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation; (13) locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing; and (14) dispose of demolished items and materials promptly.

The Contractor shall comply with the Engineer's requirements for using and protecting walkways, building entries, and other building facilities during selective demolition operations.

The Contractor shall demolish and remove foundations and other below grade structures completely unless otherwise indicated on the plans. The Contractor shall fill below grade areas and voids resulting from demolition of structures with granular fill materials. Prior to placement of fill materials, the Contractor shall ensure that the areas to be filled are free of standing water, frost, frozen material, trash, and debris. After fill placement and compaction, grade surface to meet adjacent contours and provide flow to surface drainage structures. Backfilling and grading related to demolition is included in the Major Lump Sum Item (MLSI) for the Project. There will be no separate payment for this backfilling and grading.

The Contractor shall (1) demolish concrete in sections; (2) cut concrete at junctures with construction to remain to the depth shown on the Contract plans and at regular intervals using power-driven saw; and (3) remove concrete between saw cuts.

The Contractor shall (1) demolish masonry in small sections; (2) cut masonry at junctures with construction to remain using power-driven saw; and (3) remove masonry between saw cuts.

The Contractor shall (1) saw-cut perimeter of concrete slabs-on-grade to be demolished as shown on the Contract plans; and (2) break up and remove concrete slabs-on-grade.

The Contractor shall (1) remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum; and (2) remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

The Contractor shall (1) only remove existing roofing in one day to the extent that it can be covered by new roofing; and (2) refer to other Contract provisions for new roofing requirements.

The Contractor shall remove air conditioning equipment without releasing refrigerants.

I. Reuse of Building Elements:

The Contractor shall not demolish building elements beyond what is indicated on the plans without the Engineer's approval.

J. Removed and Salvaged Materials:

Unless otherwise directed by the Engineer, the Contractor shall (1) store materials in a secure area until delivery to the owner; (2) transport materials to the owner's storage area off-site; and (3) protect materials from damage during transport and storage.

K. Removed and Reinstalled Materials:

Unless otherwise directed by the Engineer, the Contractor shall (1) clean and repair materials to functional condition adequate for intended reuse; (2) paint equipment to match the color of new equipment; (3) protect materials from damage during transport and storage; and (4) reinstall items in locations indicated complying with installation requirements for new materials and equipment and providing connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

L. Existing Materials to Remain:

The Contractor shall protect construction indicated to remain against damage and soiling during selective demolition.

The Contractor shall drain piping and cap or plug piping with the same or a compatible piping material for piping to be abandoned in place.

The Contractor shall cap or plug ducts with the same or a compatible ductwork material for ducts to be abandoned in place.

The Contractor shall cut and remove concealed conduits and wiring to be abandoned in place 2-inches (50-mm) below the surface of the adjacent construction, cap the conduit end, and patch the surface to match the existing finish. The Contractor shall cut existing conduits installed in concrete slabs to be abandoned in place flush with the top of the slab and fill conduit end with a minimum of 4-inches (100-mm) of concrete.

M. Patching and Repairing:

The Contractor shall comply with Article 1.20-1.08.03 subsection 3H for patching and repairing damage to adjacent construction caused by selective demolition operations.

N. Disposal of Demolished Materials:

The Contractor shall (1) not allow demolished materials to accumulate or be sold on the Project Site; (2) not burn demolished materials on the Project Site; and (3) promptly and legally dispose or recycle demolished materials off the Project Site.”

1.20-1.08.05--Workmen and Equipment:

Replace “FM with “FMG” in subsection (a)

Add the following article:

“1.20-1.08.12--Semi-Final and Final Inspections:

1. Semi-Final Inspection: Before requesting the Semi-Final Inspection, the Contractor shall show 100% completion for all Project work claimed as complete. The Contractor shall submit final test/adjust/balance records including the final air and water balance report. For all incomplete Project work, the Contractor shall prepare its own “Punch List” of the incomplete items and reasons the work is not complete. The Contractor shall submit final test/adjust/balance records including the final air and water balance report.

On receipt of a Contractor request for inspection, the Engineer will proceed with inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare a “Punch List” of unfilled, substandard, or incomplete items. During this inspection, the Contractor shall have all technicians necessary to demonstrate the complete operation of all systems on-site. Examples of such systems include, but are not limited to, the following: boiler, HVAC, fire alarm, and building automation. The Engineer will advise the Contractor of the construction that must be completed or corrected before the issuance of the C.O.C. Results of the completed inspection will form the basis of requirements for the Final Inspection. The Engineer reserves the right to issue the C.O.C. after the Semi-Final Inspection if there are no Building Code or Fire Code compliance issues or any major “Punch List” items.

2. Final Inspection: Before requesting Final Inspection for issuance of the C.O.C., the Contractor shall: (1) submit specific warranties, maintenance service agreements, final certifications and similar documents; (2) submit Record Drawings, Record Specifications, operations and maintenance manuals, final project photographs, property surveys, and similar final record information; (3) deliver spare parts; (4) make final changeover of permanent locks and deliver the keys to the Engineer; (5) complete start-up testing of systems; (6) train the owner's operation and maintenance personnel; (7) discontinue or change over and remove temporary facilities from the Project Site, along with construction tools, mock-ups, and similar elements; (8) complete final cleaning requirements, including touch-up painting; (9) touch-up and otherwise repair and restore marred

exposed finishes to eliminate visual defects; (10) submit a certified copy of the Engineer's "Punch List" of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer; (11) submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Final Inspection, or when the Engineer took possession of and responsibility for corresponding elements of the Project work; and (12) install permanent electrical service. The Contractor shall

install permanent electrical service prior to Semi-Final Inspection if requested by the Engineer, or if necessary for the Engineer or Contractor to perform testing of building and other related systems and equipment to certify acceptance and completion of Project work. The Contractor shall submit all outstanding items or unacceptable submissions from the Semi-Final Inspection, or other outstanding items required for submittal, prior to the Final Inspection.

On receipt of a Contractor request for inspection, the Engineer will proceed with inspection and notify the Contractor of unfulfilled requirements."

1.20 – 1.08.13 – Termination of the Contractor's Responsibility:

Add subsection 3 as follows:

"3. Insurance Coverage: The Contractor shall have in place all insurance coverage identified in Article 1.03.07 for the performance of any warranty work."

1.20-1.08.14--Acceptance of Project:

Add the following to subsection 2 under the heading "Equipment and Systems Maintenance Manual:"

"(j) Copies of maintenance agreements with service agent name and telephone number."

Add the following paragraph in subsection 3 after the second paragraph:

"The Contractor shall provide a syllabus prior to the training to ensure that the appropriate owner's operation and maintenance personnel are in attendance."

Delete the last paragraph and replace with the following:

The Contractor shall submit to the Engineer for approval, a qualified commercial videographer to videotape the training sessions. The videographer shall be a firm or an individual of established reputation that has been regularly engaged as a professional videographer for not less than 3 years.

The Contractor shall video record each training session and provide said video

in DVD format to the Engineer for the owner's future use."

SECTION 5.14 - PRESTRESSED CONCRETE MEMBERS

Article 5.14.03 – Construction Methods:

Change the last sentence of 5.14.03-16 – Methods and Equipment to read:

"The results of this investigation, including computations, shall be submitted to the Engineer."

SECTION 8.22 - TEMPORARY PRECAST CONCRETE BARRIER CURB

Article 8.22.04 – Method of Measurement:

Add the following sentence to the end of the second paragraph:

"Relocation of Temporary Precast Concrete Barrier Curb for access to the work area or for the convenience of the Contractor shall be considered incidental to Maintenance and Protection of Traffic and will not be measured for payment."

SECTION 9.75 - MOBILIZATION

9.75.04 – Method of Measurement:

Delete the entire section and replace with the following:

This work will be measured for payment in the manner described hereinafter; however, the determination of the total contract price earned shall not include the amount of mobilization earned during the period covered by the current monthly estimate- but shall include amounts previously earned and certified for payment:

1. When the first payment estimate is made, 25 percent of the lump sum bid price for this item or 2.5 percent of the total original contract price, whichever is less, shall be certified for payment.
2. When the Baseline Schedule, as specified under Section 1.05.08, is accepted, 50 percent of the lump sum bid price or 5 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.
3. When 10 percent of the total original contract price is earned and the Baseline Schedule, as specified under Section 1.05.08, is accepted, 75 percent of the

lump sum price of this item or 7.5 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.

4. When 30 percent of the total original contract price is earned and the Baseline Schedule, as specified under Section 1.05.08, is accepted, 100 percent of the lump sum price of this item or 10 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.

Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided for by the contract.