SECTION 1.20
GENERAL CLAUSES FOR FACILITIES CONSTRUCTION

1.20-1.00—General: This Section of the Standard Specifications for Roads, Bridges, and Incidental Construction serves to expand upon the requirements of the remaining sections of Division I to address the special requirements for Facilities Construction. 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.

The organization of this Section is such that the Articles herein relate back to the similarly named and numbered Articles within the remaining sections of Division I where applicable. In the event of conflict with those Articles, the requirements of this Section shall take precedence.

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:

CSI-formatted specifications are organized into Divisions and Sections based on the CSI's "MasterFormat" numbering system. CSI-formatted specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

(a) Language used is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpreted as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context indicates.

(b) Imperative mood and streamlined language are generally used. Requirements expressed in the imperative mood are to be performed by the Contractor. Subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.

(c) The words "shall," "shall be," or "shall comply with" are implied where a colon (:) is used within a sentence or phrase.

1.20-1.02.13—Knowledge of Applicable Laws: All work to be performed by the Contractor shall comply with, as a minimum, The State of Connecticut Building Code as adopted pursuant to CGS 29-252, as amended; and the Connecticut Fire Safety Code as adopted pursuant to CGS 29-292, as amended. These codes include, but are not limited to, the following:

1. The 2003 International Building Code with the State Building Code, including latest Connecticut Supplement and Amendments.
2. The 2003 International Plumbing Code.
3. The 2003 International Mechanical Code.
4. The 2003 International Existing Building Code.
5. The 2009 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 and Amendments.
9. The 2003 International Fire Code.
10. The 2003 NFPA 1 Uniform Fire Code.
11. The 2003 NFPA 101 Life Safety Code.

The edition of the code governing the Project shall be the code which is in effect as per the above CGS Sections on the date that the Contract is advertised for solicitation of bids.

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

1.20-1.03.01—Consideration of Bids: The apparent low bidder shall submit to the Manager of Contracts a Schedule of Values within 14 days after bid opening. Any other Contractor that the Department may subsequently designate as the apparent lowest bidder shall make the aforesaid submission within 14 days from the date on which the Department notifies said Contractor that it has become the apparent lowest bidder. If, however, the Department deems it necessary for such a subsequently designated Contractor to make said submission within a shorter period of time, the Contractor shall make the submission within the time designated by the Department.

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

The Schedule of Values shall be divided into "Line Items" listed separately for each CSI Section of the Special Provisions. An additional line item for "Mobilization" may be incorporated into the Schedule of Values; however, this item may not exceed 10% of the value of the MLSI. The "Mobilization" line item will also include costs associated with "General Conditions" and "Insurance/Bonding." Where requested by the Department, the Contractor shall break down the line items further into more specific line items.

In the event that this Contract is terminated or a portion of this Contract is deleted for any reason or in any way allowable by law under this Contract after the apparent low bidder has been awarded the Contract, the Schedule of Values will not be used for estimating payment due the Contractor for work completed prior to such termination of the Contract or deletion of work thereunder. In the case of Contract termination, payment shall be made in accordance with Article 1.05.14.

1.20-1.04.01—Intent of Contract: It is not the intent of the Contract plans to show every pipe, wire, conduit, fitting, and appurtenance. Such components required to complete the Project in accordance with best trade practices and code requirements, shall nonetheless be included in the Contract work and shall not be deemed extra work.

The organization and divisions of work that are set forth within the Contract shall not determine the appropriate divisions of work or responsibility among the Contractor and individual subcontractors, unless the Contract dictates otherwise.

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

1. Transmittal of Submittals: The Contractor shall package and transmit each submittal to the Designer. The Designer will not act on submittals received from sources other than the Contractor. Any such submittal shall begin with a cover document which sets forth at least the identity of the Contractor, its telephone number and other contact information, the subject, project number, and the purpose of the submittal. All facsimiles or other electronic documents from the Contractor shall be followed by an official transmittal.

On the transmittal form, the Contractor shall record relevant information and requests for data and shall

certify that the provided information complies with Contract requirements.

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:

A	B	C	D	E
001	075110	2.6B	Substrate joint tape	New
002	0210040A		Manhole	New
003	Sheet S2	4:S-6	Foundation detail	New
001a	075110	2.6B	Substrate joint tape	Resubmittal
002a	0210040A		Manhole	Additional Information
001b	075110	2.6B	Substrate joint tape	Resubmittal

A. Being the chronological identification number assigned to the submittal package
B. Being the Special Provision or plan sheet number the item submitted is found under
C. Being the part number and paragraph or the detail number
D. Being the item description
E. Being the status of the submittal

At the beginning of each month, the Contractor shall provide the Engineer and the Designer with a list of all submittals provided during the previous month, including the submittal date, the content of each such submittal, and the disposition of each.

2. Submittal Preparation and Processing: The Contractor shall:

(a) Coordinate preparation and processing of submittals with performance of construction activities;

(b) Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay;

(c) Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity;

(d) Coordinate transmittal of different types of submittals for related elements of the Project so that processing will not be delayed by the Designer's need to review submittals concurrently. The Department reserves the right to return partial submittals unreviewed to the Contractor.

The Contractor shall allow at least 21 calendar days for initial submittal review by the Designer, and allow additional time for such review if processing must be delayed to permit coordination with subsequent submittals. If a re-submittal is necessary, the Contractor shall allow at least 21 additional calendar days for processing each re-submittal. The Designer reserves the right to withhold action on a submittal if coordination with other submittals is necessary, until all related submittals are received. The Designer will promptly inform the Contractor when a submittal being processed must be delayed for such coordination.

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.

The Engineer will not authorize an extension of Contract time because of the Contractor's failure to transmit submittals to the Designer or outside agencies sufficiently in advance of the work to permit processing.

The Contractor shall be limited to one acceptable submittal per product. Once a product has been accepted either as originally specified, or as an "Or Equal" to the product specified, the Contractor may elect to submit a subsequent product for consideration, but the Contractor shall be required to reimburse the Department for all costs associated with reviewing the subsequent request.

The Contractor shall place a permanent label or title block on each submittal and shall provide a space approximately 4 inches x 5 inches (100 millimeters x 125 millimeters) on the label or beside the title block for the Designer's review and approval markings and notes of actions taken. The Contractor shall include the following information in said space: State project number, date of review by Contractor, name and address of Contractor, name and address of subcontractor/supplier, name of manufacturer, number and title of applicable Contract provisions, and detail references.

Prior to each submission, the Contractor shall carefully review and coordinate all aspects of each item being submitted and verify that each item, and the submittal for it, conforms in all respects with the

requirements of the Contract. By affixing its signature to each submittal, the Contractor is certifying that it has carried out these tasks.

3. Submittal Schedule: At the Pre-Construction Meeting, the Contractor must provide a submittal schedule with its construction schedule.

Following the Engineer's response to the initial submittal, the Contractor shall print and distribute copies of the schedule to the Engineer, Designer, the Contractor's subcontractors, and other parties required to comply with submittal dates indicated. The Contractor shall post copies of same in the Department field office.

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.

The submittal schedule shall be complete, comprehensive, and chronological, providing the following: scheduled date for submittal; related Contract provision number or plan sheet number of the submitted item (include part number and paragraph or the detail number, as applicable); submittal category; name of subcontractor; and date by which the Designer's action will be needed in order for the Contractor to adhere to its construction schedule.

4. Shop Drawings: 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. Standard information prepared without specific reference to the Project shall not be considered to be a Shop Drawing.

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.

5. Product Data: 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. Product data that must be specially prepared because standard printed data are not suitable shall be considered "Shop Drawings."

The Contractor shall provide all product data in a single submittal to the Designer for each element of construction or system.

The Contractor shall mark each copy of a product data submittal to show applicable choices and options. (Where printed product data includes information on several products that are not required, copies shall be marked to indicate the applicable information). Product data shall include the following information and confirmations to the extent applicable: manufacturer's printed recommendations, compliance with recognized trade association standards, compliance with recognized testing agency standards, application of testing agency labels and seals, notation of dimensions verified by field measurement, notation of coordination requirements, and any other information required by the individual Contract provisions.

6. Product Samples: Product Samples are samples submitted for review and approval by the Designer, which are: (1) physically identical to the proposed product or material cured and finished as required by the Contract; or (2) submitted for review of kind, color, pattern, thickness, and texture. Approved samples shall be used for a final check of these characteristics with other elements, and for a comparison of the characteristics of the approved sample with those of the actual component as delivered and installed.

The following information shall be submitted with product samples to the extent applicable: Contract number; Project description; generic description of the sample (name or trade reference, type or quality or grade, and any further designation necessary to identify the items or materials); sample source; product name; manufacturer's name; confirmation of availability; and anticipated delivery time.

The Designer will retain one set of the approved samples, transmit one set of same to the Engineer, and transmit the remaining sets of samples to the Contractor. The Engineer will retain the approved samples at the Project site for quality comparisons throughout the duration of the Project.

7. Quality Assurance Submittals: 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.

Where Contract provisions require certification that a product, material, or installation complies with specified requirements, the Contractor shall submit a notarized certification from the manufacturer certifying said compliance. An officer of the manufacturer or other individual authorized to sign documents on behalf of the company shall sign the certification.

8. Designer's Action: The Designer will review each submittal, mark each with a uniform, self-explanatory action stamp, and return the stamped submittal promptly to the Contractor. The Contractor shall not proceed with the part of the Project covered by the submittal until the submittal is marked "Conforms" or "Conforms as Noted" by the Designer. The Contractor shall retain sole responsibility for compliance with all Contract requirements. The stamp will be marked as follows to indicate the action taken:

(a) When submittals are marked "Conforms," the submittals are satisfactory in that the Designer has not observed any statement or feature that appears to deviate from the Contract requirements.

(b) When submittals are marked "Conforms as Noted," that mark shall have the same meaning as "Conforms," except that the changes noted by the Designer are necessary in order for the submittal to comply with Contract requirements. The Contractor shall inform the Engineer if any of the changes would lessen the warranty coverage.

(c) When submittals are marked "Revise and Resubmit," the Contractor shall revise and resubmit the submittal as noted by the Designer or provide additional information requested by the Designer's notations.

(d) When submittals are marked "Rejected," the Contractor shall prepare and submit a new submittal in accordance with the Designer's notations.

(e) When submittals are primarily for information or record purposes, the Designer will return the submittal marked "No Action Required."

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

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.

The Contractor shall comply with the standard in effect as of the date of the advertisement for solicitation of bids, unless specifically directed otherwise in writing by the Engineer.

All references in the Contract to industry standards or codes refer to the last editions of same that were in effect at the date for the advertisement for solicitation of bids. Such references include current addenda and errata, if any, and shall be considered a part of the Contract.

The minimum quantity or quality level to be provided or performed is shown or specified in the Contract. The actual installation may comply exactly with the minimum quantity or quality specified or it may exceed the minimum within reasonable limits. Indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. The Contractor shall refer uncertainties to the Engineer for a decision before proceeding.

1.20-1.05.05—Cooperation by Contractor: The Contractor shall maintain in good order, in a secure, fire-resistant location at the Project site, 2 copies of all plans, Special Provisions, Addenda, approved Shop Drawings, Product Data, Product Samples, Construction Orders, and other modifications, schedules and instructions. The Contractor shall mark one set of these documents to record all changes made during construction. The other set shall be kept clean of all markings. Both sets shall be available to the Engineer at all times.

The Contractor shall maintain a complete set of Record Drawings by maintaining a clean, undamaged set of blue or black line prints of Contract drawings and Shop Drawings. The Contractor shall mark whichever drawings within the set that are most capable of showing conditions fully and accurately where the actual installation varies substantially from the Project work as originally shown. Where Shop Drawings are used, the Contractor shall record a cross-reference at the corresponding location on the Contract drawings. The Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. The Contractor shall (1) mark record sets with red erasable pencil, (2) use other

colors to distinguish between variations in separate categories of the Project work, (3) mark new information that was not shown on Contract drawings or Shop Drawings, (4) note related Addenda and construction order dates where applicable.

The Contractor shall maintain one complete copy of the Record Specifications, including related Addenda, construction orders and modifications issued in printed form during construction. The Contractor shall (1) mark these documents to show substantial variations in actual Project work performed in comparison with the text of the Specifications and modifications, (2) take care to show clearly on these documents any selected options and information on concealed construction that would be difficult to view at a later date, (3) note related record drawing information and Product Data.

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.

1.20-1.05.10—Inspection: For work requiring inspection by a building code official, the Contractor shall:

1. Provide a minimum 3 days, excluding weekends and State holidays, notice to the Engineer to perform such inspection;
2. Not enclose, cover, or impair any system or component that will require inspecting, testing, or viewing for compliance with the codes defined in Article 1.20-1.02.13.

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: In order to maximize effective use of time, and to minimize disruption during construction, the Contractor shall work closely with the Engineer to combine required meetings when possible.

1. Pre-Construction Meetings: The Engineer will schedule a pre-construction and organizational meeting at the District Office or other convenient location after the Award of the Contract. At such meeting, the Engineer will review the parties' responsibilities and personnel assignments.

The Engineer, Designer, the Contractor and its project coordinator or superintendent, major subcontractors, and other concerned parties shall attend the meeting. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Project.

The Engineer will distribute copies of minutes of the Pre-Construction Meeting to all attendees. The Contractor shall distribute copies to other parties who were not present at the meeting.

2. Pre-Installation Meetings: The Engineer, Designer, the Contractor's project coordinator or superintendent, the Installer, technical and field service engineering representatives of each manufacturer and fabricator involved in or affected by the installation, and other representatives required for coordination or integration of Project work or materials shall attend the scheduled Pre-Installation Meeting. All meeting participants shall be familiar with the Project and authorized to conclude matters relating to the Project.

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.

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.

3. Progress Meetings: The Engineer will conduct progress meetings at the Project site at regularly scheduled intervals, but no less than once a month.

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.

4. Coordination Meetings: The Engineer will conduct Project coordination meetings as necessary, and shall follow the procedures established for progress meetings.

The Contractor shall request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

The Engineer will record meeting results and distribute copies to everyone in attendance, the Designer, and to the Contractor to be distributed to others affected by decisions or actions resulting from each meeting.

1.20-1.06.01—Source of Supply and Quality: The identification of a manufacturer or fabricator in the Contract does not imply acceptability of products from the named entity. All products must satisfy the Contract criteria for performance, efficiency, materials, and special accessories.

To the fullest extent possible, the Contractor shall provide products of the same kind from a single source. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete Project requirements in a timely manner, the Contractor shall consult with the Engineer to determine the most important product qualities before proceeding. Such qualities may include attributes such as visual appearance, strength, durability, or compatibility. When the Engineer has made such a determination, the Contractor shall select products in accordance with said determination to the fullest extent possible.

With respect to the Project, all products selected by the Contractor must be compatible with its previously selected products.

The Contractor shall place a permanent nameplate on each item of service-connected or power-operated equipment. In occupied spaces, the nameplate shall be located on an easily-accessible but inconspicuous surface. The nameplate shall contain: name of product and manufacturer, model and serial number, capacity, speed, ratings, and other essential operating data.

Except for required labels and operating data, the Contractor shall not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on a structure’s exterior. The Contractor shall locate required product labels and stamps on concealed surfaces or, if required for observation after installation, on accessible but inconspicuous surfaces.

1.20-1.06.03—Storage: The Contractor shall (1) store products in accordance with the manufacturer's recommendations; (2) store products at the site in a manner that will facilitate inspection and measurement or counting of units; (3) store heavy materials away from Project structures so as not to endanger the supporting construction; (4) if the products are subject to damage by the elements, store them off the ground, under cover in a weatherproof enclosure, with ventilation adequate to prevent condensation; and (5) maintain temperature and humidity within any range recommended by the manufacturer.

1.20-1.06.08—Warranties: Standard product warranties are pre-existing written warranties published by individual manufacturers for particular products, which are specifically endorsed by the manufacturer to the State. Special warranties are written warranties required by the Contract, either to extend time limits provided by standard warranties or to provide greater rights for the State. All required warranties shall be endorsed to, or have named as obligee, the State.

Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the

Contractually-required warranty, that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required by the Contract to countersign special warranties with the Contractor.

Unless otherwise directed by the Engineer, the commencement date for warranties shall be the date of the issuance of the C.O.C. When a designated portion of the Project is completed and used by the Engineer or occupied, by separate agreement with the Contractor during the construction period, the Contractor shall coordinate with the Engineer the submission date for properly-executed warranties and commencement date for the warranties. When a special warranty is required to be executed by the Contractor, or by the Contractor and a subcontractor, supplier or manufacturer, the Contractor shall prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.

Written warranties made to the Engineer shall be deemed to supplement implied warranties, and shall not limit the duties, obligations, rights or remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations of the time in which the Engineer can enforce such other duties, obligations, rights, or remedies.

The Contractor shall submit draft warranties for approval prior to final execution. The Engineer reserves the right to reject warranties and to limit selections to products with warranties that do not conflict with Contract requirements.

Where the Contract requires a special warranty, or similar commitment regarding the Project or part of the Project, the Engineer reserves the right to refuse to accept the related work until evidence is presented that entities required to countersign such commitments are willing to do so.

Prior to the date for the Semi-Final Inspection, the Contractor shall compile 4 copies of each required warranty, properly executed by the Contractor or any other required party. The Contractor shall place the warranty documents in an orderly sequence based on the organization of the Contract provisions (including specific CSI-formatted specifications contained within a particular Special Provision).

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 <u>all</u> 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:] [<u>Name of authorized signatory</u>]
[Title]

(g) 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.

When Project work covered by a warranty has failed and been corrected by replacement or rebuilding, the Contractor shall reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the time that remains on the original warranty period at the time of the failure.

1.20-1.06.25—Product Selection: The Contractor shall provide products that comply with the Contract, that are undamaged and, unless otherwise indicated, unused at the time of installation. The Contractor shall provide products complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and the intended use and effect. The Contractor shall provide standard products of types that have been produced and used successfully in similar situations on other projects, when such products are available, unless the Contract requires otherwise.

Contractor's options for selecting products are limited by the Contract and governing regulations, and are NOT controlled by industry traditions or procedures used by the Contractor on previous construction projects. Procedures governing product selection include the following:

(a) The Contractor shall not use product substitutes as defined in Article 1.01.01.

(b) Semi-proprietary Specification Requirements: When the Contract lists 3 or more acceptable products or manufacturers unaccompanied by the term "Or Equal," the Contractor shall provide one of the products indicated. In such a case, no "Equal" will be permitted.

(c) Non-Proprietary Specification Requirements: When the Contract lists products or manufacturers whose products are available and may be incorporated into the Project, and when the list is accompanied by the term "Or Equal," then the Contractor is not restricted to use those products, but may propose any available product that complies with Contract requirements.

(d) Descriptive Specification Requirements: When the Contract describes a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, the Contractor shall provide a product or assembly that provides those characteristics and otherwise complies with the Contract.

(e) Performance Specification Requirements: When the Contract contains performance requirements, the Contractor shall provide products that comply with those requirements, and that are recommended by the manufacturer for the application indicated. Such recommendations may be derived from the manufacturer's published product literature or by the manufacturer's certification of performance.

(f) Visual Matching: When the Contract requires matching an established sample, the Engineer's decision will be final as to whether or not a proposed product matches satisfactorily. When no product available within the specified category matches satisfactorily and complies with other specified requirements, the Contractor shall comply with Contract provisions concerning "Or Equal" submissions for selection of a matching product in another product category.

(g) Visual Selection: When a Contractual product requirement includes the phrase "...as selected from manufacturer's standard and custom colors, patterns, textures..." or a similar phrase, the Contractor shall select a product line and manufacturer that also complies with other Contract requirements. The Designer will select the color, pattern and texture from the product line selected.

1.20-1.07.06—Sanitary Provisions: The Contractor may not use the State's existing toilet facilities.

1.20-1.08.03—Prosecution of Work:

1. Permanent Utilities: The Contractor shall place all permanent utility services in its name until the requirements of Article 1.20-1.08.13 subarticle 1 are met.

2. Temporary Utilities, Services, and Facilities: All utility usage charges for the Project site for Project construction are the responsibility of the Contractor except as may be provided by the Contract. The Contractor shall place all temporary utility services in its name. Installation or use charges for temporary facilities are not chargeable to the State, and may not be used as a basis for construction orders.

The Contractor shall:

(a) Submit to the Engineer a schedule indicating the Contractor's plan for implementation and termination of each temporary utility within 21 calendar days of the Notice to Proceed.

(b) Obtain required certifications and permits for temporary utilities and submit copies of same to the Engineer as soon as each is obtained.

(c) Arrange for authorities having relevant jurisdiction to inspect and test each temporary utility before use, and after any relocation of same.

(d) Use qualified personnel for installation of temporary facilities, including subsequent relocations.

(e) Install such facilities in locations where they will serve the Project adequately and result in minimum interference with performance of the Project.

(f) Engage the appropriate utility company to install temporary service or connect to existing service. If such company provides only part of the service, the Contractor shall provide the remainder with matching, compatible materials and equipment and shall comply with the company recommendations and arrange with the company and the Engineer for a time when service may be interrupted, if necessary, to make connections for temporary services.

(g) Provide adequate utility capacity at each stage of Project construction.

(h) Prior to temporary utility availability, the Contractor shall provide trucked-in services. The Contractor shall obtain easements to bring temporary utilities to the site, where easements cannot be used for that purpose.

(i) Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during Project construction. The Contractor shall include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters and main distribution switch-gear and shall install underground electric power service, except where overhead service must be used, or the Engineer directs it.

Whenever the Contractor installs an overhead floor or roof deck, the Contractor shall provide temporary lighting with local switching. The Contractor shall provide temporary lighting that will fulfill security and protection requirements, that will be adequate for construction operations and traffic conditions, and that will render signs on the Project site visible when Project work is being performed for the duration of the Project.

The Contractor shall provide temporary heat required for curing or drying activities, for protection of installed construction from adverse effects of low temperatures or high humidity, or for heating of interior building areas. The Contractor shall use safe equipment that will not have a harmful effect on elements being installed or on completed installations. The Contractor shall coordinate ventilation and temporary heating so as to produce the ambient condition required and to minimize consumption of energy. All temporary heating must comply with OSHA regulations and other applicable codes, statutes, rules and regulations. The Contractor shall bear the costs related to furnishing temporary heat as herein required, including the cost of energy.

Except when use of the permanent heating system is authorized by the Engineer, the Contractor shall provide vented, self-contained LP-gas or fuel oil heaters with individual-space thermostatic control. Use of gasoline-burning space heaters, open flame, or salamander type heating units are prohibited.

The Contractor shall install water service and distribution piping of sizes and pressures adequate for Project construction until permanent water service is in use. The Contractor shall sterilize temporary water piping prior to use.

The Contractor shall collect waste daily from the Project site. The Contractor shall comply with requirements of NFPA 241 for removal of combustible waste material and debris. The Contractor shall not hold such materials more than 7 calendar days during normal weather or 3 calendar days when the temperature is expected to rise above 80 degrees F (27 degrees C). The Contractor shall handle hazardous, dangerous, or unsanitary waste materials separately from other waste by placing them in proper containers. The Contractor shall dispose of material in a lawful manner.

The Contractor shall remove each temporary facility as authorized by the Engineer. Materials and facilities that constitute temporary facilities are the Contractor's property, unless otherwise noted in the Contract.

3. Cutting and Patching:

A. Approval Process: Well in advance of performing any cutting and patching 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 the proposal:

(1) Description of the extent of cutting and patching required, how it will be performed, and an indication as to why it cannot be avoided;

(2) Changes in structural elements, operating components, and the building's appearance and other significant visual elements;

(3) List of products to be used and firms or entities that will perform Project work;

(4) Dates when cutting and patching are to be performed;

(5) List of utilities that cutting and patching procedures will affect, list of utilities that will be relocated, and list of utilities that will be temporarily rendered out of service (including duration);

(6) Where cutting and patching involves adding reinforcement to structural elements and is required due to the fault of the Contractor, details and engineering calculations prepared by a Professional Engineer registered in the State of Connecticut to show integration of reinforcement with the original structure; if such is not due to fault of the Contractor, the Designer shall supply details to show integration of reinforcement with the original structure.

Approval by the Engineer to proceed with cutting and patching does not waive the Engineer's right to later require complete removal and replacement of unsatisfactory work.

B. Protection:

1. Structural Elements: The Contractor shall obtain approval of the cutting and patching proposal before cutting and patching any structural element, including but not limited to structural concrete, structural steel, timber and primary wood framing, and structural decking.

The Contractor shall not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio; or cut and patch operating elements or related components in a manner that would reduce their capacity to perform as intended, increase maintenance needs, or decrease operational life or safety.

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.

C. Protection of Visual Elements: The Contractor shall not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Engineer's opinion, reduce the building's aesthetic qualities; or cut and patch construction in a manner that would result in visual evidence of cutting and patching. The Contractor shall remove and replace any such unsatisfactory work.

If possible, the Contractor shall retain the original installer or fabricator to cut and patch exposed work. If it is impossible to engage the original installer or fabricator, the Contractor shall engage another firm acceptable to the Engineer.

D. Warranty: When replacing, patching, or repairing material or surfaces that have been cut or damaged, the Contractor shall use methods and materials in such a manner as not to void any required or existing warranties.

E. Materials: To the extent possible, the Contractor shall use materials identical to existing materials. For exposed surfaces, the Contractor shall use materials that visually match adjacent surfaces to the fullest extent possible. The Contractor shall use materials whose performance will equal or surpass that of existing materials.

F. Coordination: Before proceeding with any cutting and patching, the Contractor shall meet at the Project site with parties that will be involved in that work, including the Engineer and mechanical and electrical subcontractors, to review and resolve areas of potential interference and conflicts.

G. Preparation: The Contractor shall (1) provide temporary support of work to be cut; (2) protect existing construction during cutting and patching; (3) protect such construction from adverse weather conditions where it may be exposed during cutting and patching operations; and (4) avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

The Contractor shall avoid cutting existing pipe, conduit, or ductwork which serves the building, but which is scheduled to be removed or relocated, until adequate to bypass, replace, or discontinue those services, as applicable.

H. Performance: The Contractor shall (1) employ skilled workers to perform cutting and patching; (2) proceed with cutting and patching at the earliest feasible time, and complete the work without delay; (3) cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required for restoring surfaces to their original condition;

(4) cut existing construction using methods least likely to damage elements retained or adjoining construction; and (5) review proposed procedures with the original installer and comply with the original installer's recommendations, if possible.

In general, for cutting and patching the Contractor shall (1) use hand or small power tools designed for sawing or grinding, not for hammering and chopping; (2) cut holes and slots neatly to the size required, and with minimum disturbance of adjacent surfaces; (3) temporarily cover openings when not in use; (4) cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces; (5) cut through concrete and masonry using a cutting machine such as a carborundum-saw or diamond-core drill; and (6) review any Contract provisions applicable to cutting and patching which requires excavating and backfilling.

Where services are required to be removed, relocated or abandoned, the Contractor shall (1) by-pass utility services such as pipe or conduit, before cutting; (2) cut-off pipe or conduit in walls or partitions to be removed; and (3) cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after bypassing and cutting.

The Contractor shall (1) patch with durable seams that are as invisible as possible; (2) comply with specified tolerances; (3) inspect patched areas to ensure integrity of the installation where feasible; and (4) restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

Where removal of walls or partitions extends one finished area into another, the Contractor shall (1) patch and repair floor and wall surfaces in the new space; (2) provide an even surface of uniform color and appearance; (3) remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance; and (4) patch, repair or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.

Where patching occurs in a smooth painted surface, the Contractor shall extend final paint coat over entire unbroken surface containing the patch, after the patched area has received primer and second coat.

I. Cleaning: The Contractor shall (1) clean areas and spaces where cutting and patching are performed or used as access; (2) remove paint, mortar, oils, putty and similar items; (3) clean piping, conduit, and similar features before applying paint or other finishing materials; and (4) restore damaged pipe covering to its original condition.

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—Personnel and Equipment: The Contractor shall provide:

(a) Temporary heating units that have been tested and labeled by UL, FMG or another recognized trade association related to the type of fuel being consumed.

(b) Hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA recommended classes that comply with NFPA 10 and 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

1.20-1.08.11—Final Cleaning Up: The Contractor shall:

(a) Clean each surface or unit to the satisfaction of the Engineer.

(b) Comply with all applicable manufacturer's recommendations for cleaning products and methods.

(c) Complete the following cleaning operations before requesting Final Inspection for issuance of the C.O.C.: remove labels that are not permanent labels; clean transparent materials, including mirrors and glass in doors and windows; remove glazing compound and other substances that are noticeable vision-obscuring materials; replace chipped or broken glass and other damaged transparent materials; clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances; restore reflective surfaces to their original reflective condition; leave concrete floors broom-clean; vacuum carpeted surfaces; wipe surfaces of mechanical and electrical equipment; remove excess lubrication and other substances; clean plumbing fixtures to a sanitary condition; clean light fixtures and lamps; clean the site, including landscape development areas, of rubbish, litter and other foreign substances; sweep paved areas broom-clean; remove stains, spills and other foreign deposits; and rake unpaved and unplanted grounds to a smooth even-textured surface.

(d) Engage a licensed exterminator to conduct an inspection and rid the Project of rodents, insects, and other pests, as necessary.

(e) Remove temporary facilities installed for protection of the Project work during construction.

(f) The Contractor shall not burn waste materials, bury debris or excess materials on the State's

property or discharge volatile, harmful or dangerous materials into drainage systems. The Contractor shall remove waste materials from the site and dispose of lawfully.

(g) The Contractor shall not leave partial or full containers of materials, such as paints and solvents, other than those specified in the Contract, on the Project site. Such materials shall remain property of the Contractor and be removed from State property at the completion of the Project.

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:

1. Utility Services: At the issuance of the C.O.C. or at an earlier date if directed by the Engineer, the Contractor shall request in writing that permanent utility services be placed in the Department's name. The Contractor's written request shall include the following information: account number, meter number, exact street address, and, if applicable, the C.O.C. date. Within 7 calendar days of the receipt of the Contractor's written request, the Department will notify the utility providing the service that it will accept billing. The Department will not accept billing of any utility service until the C.O.C. has been issued, unless the Engineer establishes an earlier date in writing.

2. Spare Parts: The Contractor shall review the Contract and prepare a list of acceptable material to be turned over to the State at the completion of the Project for review and concurrence by the Engineer.

The Contractor shall provide a material safety data sheet with all required items to comply with OSHA requirements.

The Engineer will not accept partially used and open items such as paints and solvents.

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:

1. Record Documents: The Contractor shall submit all documents required by Article 1.20-1.05.05 to the Engineer prior to the date of the Semi-Final Inspection.

2. Operation and Maintenance Manuals: Prior to the date of the Semi-Final Inspection, the Contractor shall compile operation and maintenance manuals in the form of instructional manuals for use by the owner. The Contractor shall organize said manuals into suitable sets of manageable size and, where possible, assemble instructions for similar equipment into a single binder.

Where 2 or more binders are necessary to accommodate data, the Contractor shall cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.

For each manual, the Contractor shall:

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

(b) Identify the binder's contents on binder's front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter covered, and volume number for multiple volume sets.

(c) Organize each manual into sections, separated by a heavy paper divider with a tab marked to indicate the contents of the section.

(d) Provide a title page as the first sheet of each manual with the following information: subject matter covered by the manual; Contract number and title; date of submittal; name, address, and telephone number of the Contractor; and cross-reference to related systems in other sections.

(e) Provide a typewritten table of contents for each volume, arranged systematically according to the organization of the Contract provisions (including specific CSI-formatted specifications within a particular Special Provision).

(f) Provide a general information section immediately following the table of contents, listing each product included in the manual, identified by product name. The Contractor shall list the name, address, and telephone number of the subcontractor, the maintenance contractor, and the local source for replacement parts and equipment for each product.

(g) Include manufacturer's standard printed data and mark each sheet to identify each part or product included in the Project, identify each product using appropriate references from the Contract, and delete references to information that is not applicable. The use of project record documents as part of operation and maintenance manuals is not permitted.

(h) Prepare typewritten text to provide operation and maintenance information when the manufacturer's standard printed data is not available or printed data is insufficient and the information is necessary for proper operation and maintenance of equipment or systems, organize text in a consistent format under separate headings for each procedure, and provide a logical sequence of instruction for each operation or maintenance procedure.

(i) Provide drawings where necessary in order to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. Where oversize drawings are necessary, the Contractor shall fold drawings to the same size as text pages and use as a foldout. If the drawings are too large to be used practically as a foldout, the Contractor shall place the folded drawing in an 8-1/2-inch x 11-inch (216-millimeter x 279-millimeter) labeled pre-punched envelope or sleeve, and place it with the manufacturer's printed data. The Contractor shall coordinate these drawings with information contained in project record drawings to ensure correct illustration of the completed installation. The use of project record documents as part of operation and maintenance manuals is not permitted.

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

Material and Finishes Maintenance Manual: The Contractor shall provide:

(a) Manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.

(b) Complete information on architectural products, including the following, as applicable: manufacturer's catalog number, size, material composition, color, texture, and re-ordering information for specially manufactured products.

(c) Information (including cleaning schedule) on care and maintenance, including manufacturer's recommendations for types of cleaning agents and methods of cleaning, and methods of cleaning that could

prove detrimental to the product.

(d) Complete manufacturer's data with instructions on inspection, maintenance, and repair of products exposed to the weather or designed for moisture-protection purposes.

(e) Manufacturer's data giving detailed information, including the following, as applicable: identification of relevant industry standards, chemical composition, installation details, inspection procedures, maintenance information, and repair procedures.

Equipment and Systems Maintenance Manual: The Contractor shall provide:

(a) A complete description of each unit and related component parts, including the following: name of manufacturer, model number and serial number, equipment or system function, operating characteristics, limiting conditions, performance curves, and engineering data and test results.

(b) The following for each unit and related component part: assembly drawings and diagrams required for maintenance, complete list of parts and supplies with current unit prices (identify which items are recommended to be stocked as spare parts and identify which items have an anticipated ordering and delivery time greater than 10 days), complete list of distributors and authorized repair facilities, and telephone numbers for technical service.

(c) Information detailing essential maintenance procedures, including the following or information about the following: routine operations; troubleshooting guide; disassembly, repair, and reassembly; alignment, adjusting, and checking; a list of any special tools required.

(d) Information on equipment and system operating procedures, including the following: startup procedures, equipment or system break-in, normal operating instructions, regulation and control procedures, instructions for shutdown and emergencies, summer and winter operating instructions, required sequences for electric or electronic systems, and special operating instructions.

(e) A schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment.

(f) As-installed control diagrams for systems requiring controls.

(g) Contractor's coordination drawings of as-installed piping and other systems, color-coded as needed for identification.

(h) Charts of valve tag numbers, with the location and function of each valve (clearly mark as such any valve intended for emergency shut-off or similar special use).

(i) Complete circuit directories of panelboards, including designations of the following: electric service, controls, and communication.

3. Training: The Contractor shall use experienced instructors thoroughly trained and experienced in operation and maintenance of Project equipment and systems, in order to instruct the owner’s operation and maintenance personnel.

The Contractor shall (1) arrange for each installer of equipment that requires regular maintenance to meet with the owner in order to provide instruction in the proper operation and maintenance of any equipment that requires regular maintenance, (2) provide instruction by manufacturer's representatives if installers are not experienced in any relevant procedures, (3) provide instruction at agreed-upon times, and (4) provide Engineer with a minimum of 72 hours advance notice of the training sessions.

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

The Contractor shall (1) use the operation and maintenance manuals for each piece of equipment or system as the basis of instruction, (2) review contents of operation and maintenance manuals in detail in order to explain all aspects of operation and maintenance, and (3) provide such instruction for operation of equipment during any and all seasons of operation.

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.

1.20-1.09.06—Partial Payments: With each payment request under the MLSI, the Contractor shall submit AIA Form G702 (Application and Certificate of Payment) and Form G703 (Continuation Sheet). The Contractor is not required to obtain the Architect’s signature on Form G702. Once approved by the Engineer, the Forms G702 and G703 become the basis of payment under the MLSI.

1.20-9.75.04—Method of Measurement: Mobilization as defined in Article 1.20-1.03.01 will be paid 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 “Mobilization” line item will be certified for payment.
2. When the Baseline Schedule, as specified under Section 1.05.08, is accepted, 50 percent of the “Mobilization” line item, 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 “Mobilization” line item, 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 “Mobilization” line item, minus any previous payments, will be certified for payment.