

SECTION 01 42 19 – REFERENCE STANDARDS

1.01 ^{A16}GENERAL.^{A16}

A. Employer Requirements:

1. ^{A16}**Standards:** Throughout the Employer Requirements, various applicable reference standards are identified. The purpose of listing these references standards is to demonstrate the range and nature of the standards and technical references that will have to be achieved by the Contractor in order to fully meet the requirements of the Contract.^{A16}
2. ^{A16}**Organizations:** Throughout the Employer Requirements, various organizations are identified as references. These organizations publish codes, standards, and other documents, which are either referenced in the Contract or are applicable to the Contract. These organizations are listed to indicate standard publishing organizations acceptable to the Employer.^{A16}

- B. ^{A16}**Contractor's Documents:** The Contractor's Documents, as the case may be, shall identify the standards and technical references upon which the design and its attendant Plant, Materials, and workmanship are based and the sampling, testing, and verification methods and procedures necessary to demonstrate compliance with the standards.^{A16}

1.02 STANDARDS:

- A. **Use of Standards:** The Works shall comply with standards that are widely known and acceptable in the industry. These standards shall be as set out in the Contract or as approved by the Employer's Representative.

1. ^{A16}**Cited Standards:** Where specific standards are cited in the Employer's Requirements, the Contractor shall complete the Works (or part thereof) to the cited standard or such other standards as to provide a quality equal to or higher than that which would result from using the cited standard.^{A16}
2. **Standard Selection:**
 - a. Selection of standards other than those set out in the Contract requires the approval of the Employer's Representative. Whenever, for a particular Good or part of the Works, the Contractor wishes to select a standard different from the one specified in the Contract, the Contractor shall submit, to the Employer's Representative, all evidence necessary to support the selected standard and demonstrate that the selected standard will achieve a quality equal or higher than the standard specified.
 - b. The selection of standards shall be in compliance with applicable Laws and with the Contract; and in compliance with international codes of practice. Refer to Sub-Clause 5.4 (*Technical Standards and Regulations*) of the Conditions of Contract.
 - c. The set of standards shall be widely known and accepted in the industry. The set of standards shall be from (but not be limited to) one of the following countries or zones, in order of preference.

- 1) United States of America;

- 2) Eurozone;
 - 3) United Kingdom of Great Britain and Northern Ireland; or
 - 4) Japan.
 - d. ^{A16}Standards selected from the appropriate institutions within these countries or zones shall meet the requirements of the Employer. ^{A16}
 - e. **Consistency:** The standards shall be consistent. In this context, consistent means that once the set of standards has been selected, all of the relevant standards from that zone or country shall be adhered to and used in the integrated and interdependent manner in which the appropriate issuing body intended.
 - f. **Lack Within a Country or Zone:** Where there are no appropriate standards for work of a particular application available within the selected country or zone's body of standards, then standards from another country or zone on the list shall be selected by the Contractor and approved by the Employer's Representative for that particular work.
 - g. **Lack Within a Field:** In certain areas of science and engineering, there are no published standards. ^{A16}In such cases, the Contractor is obliged to ensure that, in the design, execution, and completion of the Works, the Contractor has at all times complied with Prudent Industry Practice. ^{A16}To demonstrate compliance, the Contractor shall draw upon the latest technical references in such areas and refer thereto in the preparation of the design.
 - h. ^{A16}**Conflicts:** Notwithstanding anything to the contrary in the Employer's Requirements, in the event of a conflict between standards, the more stringent standard (whether cited or not) shall apply and, where ambiguous, the Contractor shall seek guidance from the Employer's Representative. If the approval of different standards is required, the Contractor shall follow the procedures set out in paragraph 1.02.A.2. above. ^{A16}
3. **Language:** Whenever the Contractor uses one of the standards listed in the Employer's Requirements or uses a standard other than the ones listed in the Employer's Requirements with the approval of the Employer's Representative and the standard used is written in a language other than the official language of the Contract, the Contractor shall submit a copy of the standard in its original language and in the language for communications under this Contract. ^{A5}If the standard has not been translated into the language of the Contract, the Contractor shall provide a translated copy of the sections of the standard utilized, as well as all pertinent references. The translation must be made by a certified translator for the language in question. ^{A5}
 4. ^{A16}**Certification:** **Notwithstanding** Paragraph 1.01, where Materials or Plant are required by the Employer's Requirements or the Contract to conform to standards, specifications, or requirements of organizations, associations, or societies, the current edition or the most recent revision as of the date of the execution of the **relevant part of the** Works of such standards, specifications, or

requirements is to be used, and the Contractor shall furnish to the Employer's Representative, upon request, the manufacturer's written certification that such Materials or Plant conform to such standards, specifications, or requirements.^{A16} Such certifications shall not be binding or conclusive on the Employer and may be rejected at any time if they are incorrect, improper, or otherwise unsatisfactory. Failure of the Employer's Representative to request or reject any certification shall not release the Contractor from full responsibility for the accurate and complete performance of the Works in accordance with the Contract.

- 1.03** ^{A16}**UPDATES – REFERENCED PUBLICATIONS:** References to specific versions, where used in any particular section, are provided strictly for information purposes in order to indicate the latest versions of the documents available at the time the particular Section was prepared; they in no way relieve the Contractor of his responsibility to use any updated versions that may become available after the Base Date. (deleted text)^{A16}
- 1.04** **EMPLOYER'S STANDARD DRAWINGS:** The Employer's standard-design drawings listed in Volume II, Part 4 (*Requirement Drawings*) establish the minimum Employer's Requirements for the design of minor civil works not related or part of the Locks Structures. The Contractor shall evaluate them to determine their appropriateness for the particular part of the Works to be designed. The Contractor is encouraged to use his own drawings in situations where he feels that the Employer's standard drawings will result in final designs which do not comply with any of the Contractor's obligations (for example, but not limited to, its obligations regarding design as set out in Sub-Clause 4.1 (*Contractor's General Obligations*) of the Conditions of Contract). In such a case, the Contractor shall explain to the Employer's Representative how his drawings differ from the Employer's standard drawings, indicate the specific benefits associated with their use, and demonstrate that the expected improvements will not undermine other results. For example, changes to increase facility efficiency or decrease costs shall not adversely affect reliability, safety, maintainability, or component interchangeability.^{A7}

END OF SECTION

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