



Information for Bid (IFB)
Liberal Arts Reflooring

March 21, 20196
Reference Number# 19-05

Jackson State University
IFB Form and Cover Sheet
IFB #19-05
Liberal Arts Reflooring

TO: Jackson State University Purchasing Agent Office of Purchasing & Travel	Post Office Box 17029 Administration Tower 4• Floor Jackson, S 39272
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The undersigned, having carefully read and considered the IFB (Invitation for Bids) Bids to provide **services for the Liberal Arts Reflooring project** at Jackson State University, does hereby offer to provide such services on behalf of the University, in the manner described and subject to the terms and conditions set forth in the attached IFB. Services will be provided at the rates set forth. I hereby submit this IFB to be valid for a period of ninety (90) days hereafter.

OFFEROR:
Company Name:

Doing business as: [☒ **an individual**] [☐ **a partnership**] [☐ **a corporation**] [☐ **a limited liability company**] [☐ **certified minority business**] [☐ **certified woman-owned business**] (*mark appropriate box*), duly organized under the laws of the State of _____

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____
City _____ County _____
State _____ Zip Code _____
Telephone _____ Fax _____
Email Address _____

TAXPAYER IDENTIFICATION NUBER:

Employer I.D. No. _____ or Social Security No. _____
(Corporation or Partnership) (Individual)

ALL PROPOSALS MUST INCLUDE THIS SHEET

**Liberal Arts Building Reflooring
Jackson State University
Jackson, Mississippi**

PROJECT MANUAL

CCD No. 18034

CANIZARO
C•AWTHON
D▼AVIS

Architecture • Planning • Interior Design

Set No.

PROJECT MANUAL



**Liberal Arts Building Reflooring
Jackson State University
Jackson, Mississippi**

CCD Project No. 18034



**CANIZARO CAWTHON DAVIS
Architecture * Planning * Interior Design
129 South President Street
Jackson, Mississippi 39201**

DATE: February 15, 2019

Project Manual

**Liberal Arts Building Reflooring
Jackson State University
Jackson, Mississippi
CCD Project No. 18034**

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End

INSTRUCTIONS TO BIDDERS

SECTION 00100

PART 1 - GENERAL

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

Division 0

- 1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the Drawings and the Project Manual, including all addenda.
- 1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount, if any, shall be established as the estimated actual cost of copying and reproduction plus shipping via USPS standard Ground Transportation, # shall be indicated in the Advertisement for Bids. Bidders may request shipping via express carrier or expedited delivery at their own additional cost. Upon returning the documents to the Professional within ten (10) working days of the bid date and in good condition, all document holders will be refunded the full deposit amount. Further, any document holder who is awarded the contract, related subcontracts and/or vendor agreements may elect to retain their documents and request refund of the full deposit amount upon execution of the construction contract and approval of general contractor, however, such documents shall be counted toward the total number of copies furnished free of charge to the general contractor. No partial sets of documents will be issued. Selected trade organizations, plan rooms and web-based distribution networks will be issued one (1) set of documents without charge. (modified August 2016) (see 600.50)

PART 2 - PROPOSAL FORM

- 2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.
- 2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.
- 2.04 **BASE BID AND ALTERNATES:**
- A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount. The written word shall govern.
 - B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern. Refer to Section 01030 entitled *Alternates* for additional information.
- 2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents. Refer to Section 01630 entitled *Substitutions and Product Options* which covers procedures after the award of Contract (see 600.25.) (2.05 unchanged but modified 01630 August 2016)
- 2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided. (see proposal form) (modified August 2016)
- 2.07 **BIDDER IDENTIFICATION:**
- A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
 - B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name - exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msbc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)
 - C. **Legal Address:** The address appearing on the Proposal Form should be the same address exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msbc.us/Search2.CFM>]
 - D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check: (modified Dec 2013 SoS) (see also 4.07 herein, 600.42, 600.57.9, 00600, 00650)
- A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department. ~~http://www.mid.state.ms.us/licapp/search_main.asp~~

Division 0

<https://www.mid.ms.gov> (or most up-to-date link) (No standard form is required for the Bid Bond.)

- B. **Certified Check:** The Bidder may submit a certified check made out to the *Bureau of Building, Grounds and Real Property Management* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time.

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

PART 3 - SUBMITTING THE PROPOSAL FORM

- 3.01 **SUBMITTAL:** A bid must be either submitted electronically via MAGIC or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated. If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as follows: (beginning 1/1/09. A duplicate copy will not disqualify your bid, but the second copy, without comparison, will be destroyed in the bid opening, not read aloud nor used thereafter, in order to prevent inadvertent differences in the duplicate forms): (also see 600.42) (modified for electronic submittal effective 1/1/18 31-7-13(c)(v))

(In upper left hand corner)

Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors – see 2.07, 3.01, 5.01)

(Bid shall be addressed and delivered to)

Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401B [Woolfolk Building]
Jackson, Mississippi 39201

(In lower left hand corner)

Bid for Project # _____

Title _____

Using Agency _____

Certificate of Responsibility # _____ (for over \$50,000.00)

Under \$50,000.00 (add statement)

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

- 3.02 **MODIFICATION TO BID:** A bidder may modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:
A. **Notification on Envelope:** A modification may be written on the outside of the sealed envelope containing the bid.
B. **Facsimile:** A facsimile (fax) will not be acceptable.
- 3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, bids may not be withdrawn until forty-five (45) days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

- 4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory.

Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being publicly opened . . . on the next business day that the agency shall be open and at the previously advertised time See 600.47 of the BoB Procedure Manual for wording in detail. (added Jan 2015)

Division 0

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- 4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.
- 4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.
- 4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.
- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any, or all bids. A Contract will be awarded on the basis of the low base bid, or low combination of base bid and those alternates selected by the Owner in any order determined to be in the best interest of the Using Agency and which produces a total within available funds.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for failure, or refusal, to execute and deliver the Contract, Bond and Certificate of Insurance within ten (10) working days after notice of the acceptance of the bid/receipt of Contracts from the Professional. (*"working" days added 11/3/10 (modified Jan 2015)*)
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** (modified Dec 2013 SoS; Jan 2015 SoS) (see also 2.08 herein. 600.42, 600.57.9, 00600. 00650)
Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
- A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. . <http://www.mid.state.ms.us/licapp/search-main.aspx> <https://www.mid.ms.gov> (or most up-to-date link)
 - B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
 - C. All Bonds shall be executed on the form provided in the Project Manual under Section 00600 entitled *Contract Bond*.
 - D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed, or lettered legibly. (with Surety Seal, preferably embossed seal). <http://www.mid.state.ms.us/licapp/search-main.aspx> <https://www.mid.ms.gov> (or most up-to-date link)
 - E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond (with Seal, preferably embossed seal).

PART 5 - BIDDER'S CHECKLIST

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

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

- ☐ Write in the amount of the base bid in words and numbers. The written word shall govern.

Alternates

- ☐ Write in each alternates amount in words and numbers. The written word shall govern.

Addenda

- ☐ Acknowledge the receipt of each addendum by writing in the number of the addendum. (modified August 2016)

Acceptance

- ☐ Proposal is signed by authorized person
☐ Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)
☐ Legal address of the business listed above (at SOS and Contractor's Board)
☐ Correct Certificate of Responsibility Number(s) as it appears in the current Mississippi State Board of Contractors Roster

Certificate of Responsibility Number(s) on envelope or included with electronic bid (see below for on proposal form)

- ☐ Base Bid is under \$50,000 and no number is required
☐ Base Bid is under \$50,000 and the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope or included with electronic bid (modified 01/01/18 for electronic)
☐ Base Bid is over \$50,000 and number is required
☐ Joint Venture and *joint venture* number is required
OR ☐ Joint Venture participants' numbers are required

5.02 **BID SECURITY:**

- ☐ Included Bid Bond
OR ☐ Included Certified Check

5.03 **POWER OF ATTORNEY:**

- ☐ Included Power of Attorney

5.04 **NON-RESIDENT BIDDER:**

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

5.05 **SUB-CONTRACTORS NAME** Refer to 1.04 for responsiveness (modified Dec 2013 SoS per 10/17/12 Addendum 1)

- ☐ List ~~you~~ any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost. * List name even for under \$50,000
* Fire Protection Sprinkler Contractors do not have to be listed
* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein
* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline
* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.06 **SUB-CONTRACTORS' COR NUMBER** Refer to 1.04 for responsiveness (modified Dec 2013 SoS per 10/17/12 Addendum 1)

- ☐ * List Certificate of Responsibility Number for any listed Sub-Contractor over \$50,000.00
* If under \$50,000 – so notate on the COR line "under \$50,000" (or can still show COR#)

*** END OF SECTION ***

Division 0

PROPOSAL FORM

SECTION 00300

To: Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401B [Woolfolk Building]
Jackson, Mississippi 39201

Re: Project # _____
Project Title _____
Location _____

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

BASE BID: (Write in the amount of the base bid in words and numbers. The written word shall govern.)

_____ Dollars (\$ _____)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. The written word shall govern.)

Alternate #1 () Adds () Deducts

Dollars (\$ _____)

Description _____

Alternate #2 () Adds () Deducts

Dollars (\$ _____)

Description _____

Alternate #3 () Adds () Deducts

Dollars (\$ _____)

Description _____

Alternate #4 () Adds () Deducts

Dollars (\$ _____)

Description _____

Alternate #5 () Adds () Deducts

Dollars (\$ _____)

Description _____

Division 0

ADDENDA ACKNOWLEDGMENT: (modified dates August 2016)

No. _____ No. _____ No. _____
No. _____ No. _____ No. _____

ACCEPTANCE:

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

Signature _____ Date _____
Name and Title _____
Name of Business _____

Complete spelling of bidder's name and address - exact as recorded at the Secretary of State

[<http://www.sos.state.ms.us/husserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of

Contractors [<http://www.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01) **PLEASE LOOK IT UP at SoS. SoS rules when the 2 are different.**

Address _____ (mailing)

Address _____ (physical)

City/State/Zip Code _____ County _____

Phone _____ Fax _____ Email _____

■ **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER(S):** _____

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

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

■ **Mechanical / Plumbing / Electrical Contractors:** (modified Dec 2013 SoS per 10/17/12 Addendum 1 & Feb 2014)

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

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

Mechanical Contractor: _____ Certificate of Responsibility No. _____
Plumbing Contractor: _____ Certificate of Responsibility No. _____
Electrical Contractor: _____ Certificate of Responsibility No. _____

■ **Mississippi Department of Agriculture & Commerce** (modified 9/20/18)

Bureau of Plant Industry

HWC - Horticultural Weed Control Contractor _____ HWC License Number _____

Complete when current bid includes any herbicide application ↑ (whether general contractor, landscaping, or a project phase)

MS Code 69-19-5; 69-19-9; 69-19-15 or updated Codes and DAC Plant Industry Rules 3.11.401; 405.03

Division 0

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

This Agreement made the _____ day of _____, 20____ between the Owner.

Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401B [Woolfolk Building]
Jackson, Mississippi 39201

created by Section 7-1-451 et seq., and Section 31-11-1, et seq., **Mississippi Code of 1972, Annotated**, and acting for the State of Mississippi;

and between the Contractor:

Business Name _____
Address _____
City/State/Zip _____ Phone: _____ Fax: _____ Email: _____

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

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

_____ PARTNERSHIP of the following (list all partners):

_____ SOLE PROPRIETORSHIP

For the following Project:

GS#

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

OWNER: BUREAU OF BUILDING, GROUNDS AND
REAL PROPERTY MANAGEMENT

CONTRACTOR:

By: _____
(Signature)

By: _____
(Signature)

Director
(Name and Title)

(Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

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

Division 0

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS
THE WORK

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

1.2 THE CONTRACT DOCUMENTS

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

1.2.2 Project Manual dated _____

BIDDING REQUIREMENTS

Advertisement for Bids

Instructions to Bidders

Proposal Form

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

CONTRACT BOND

POWER OF ATTORNEY

CERTIFICATE OF INSURANCE

CONDITIONS OF THE CONTRACT

General Conditions

Supplementary Conditions

Labor Requirements

Addenda

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

___ Division One: General Requirements

___ Division One Supplements

___ Division Two: Site Work

___ Division Three: Concrete

___ Division Four: Masonry

___ Division Five: Metals

___ Division Six: Wood and Plastics

___ Division Seven: Thermal and Moisture Protection

___ Division Eight: Doors and Windows

___ Division Nine: Finishes

___ Division Ten: Specialties

___ Division Eleven: Equipment

___ Division Twelve: Furnishings

___ Division Thirteen: Special Construction

___ Division Fourteen: Conveying Systems

___ Division Fifteen: Mechanical

___ Division Sixteen: Electrical

___ Division Seventeen: Commissioning

1.2.3 Addenda

Addendum No. 1, dated _____

Addendum No. 2, dated _____

Addendum No. 3, dated _____

Addendum No. 4, dated _____

Addendum No. 5, dated _____

1.2.4 Drawings dated _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

1.2.5.1 Other documents, dated _____

Division 0

ARTICLE 2: CONTRACT SUM

2.1 CONTRACT SUM

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

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

Base Bid	\$ _____
Modifications () Adds () Deducts	\$ _____
Negotiations	\$ _____
Alternate No. _____ () Adds () Deducts	\$ _____
Alternate No. _____ () Adds () Deducts	\$ _____
Alternate No. _____ () Adds () Deducts	\$ _____
Alternate No. _____ () Adds () Deducts	\$ _____
Alternate No. _____ () Adds () Deducts	\$ _____
Total Contract Sum	\$ _____

2.2 LIQUIDATED DAMAGES

- 2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of One Thousand Dollars (\$1,000.00) for each calendar day.

ARTICLE 3: CONTRACT TIME

3.1 TIME

- 3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later than June 1, 2019.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 PROGRESS PAYMENTS

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

4.2 FINAL PAYMENT

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

ARTICLE 5: MISCELLANEOUS PROVISION

5.1 DEFINITION OF TERMS

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

5.2 CONTRACTOR'S INTEREST IN AGREEMENT

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

5.3 PROFESSIONAL

- 5.3.1 The Professional assigned to this Project is as follows:

Name _____
Address _____
Telephone _____ Fax Number _____ E-Mail Address _____

*** END OF SECTION ***

Division 0

CONTRACT BOND

SECTION 00600

I. PREAMBLE

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

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

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

II. PERFORMANCE BOND

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

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

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

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

III. LABOR AND MATERIAL PAYMENT BOND

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

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IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

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

V. GENERAL CONDITIONS

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

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

Signed and sealed this _____ day of _____, 20_____.

SURETY _____
Mississippi NAIC number: _____

By: _____
(Signature)

Attorney-in-Fact
(Typed Name) (Title)
Surety Agent MS Ins Dept License Number: _____
(Leave blank if you do not have a Mississippi #)

(Surety Address)

(Surety City/State/Zip/Phone)

MISSISSIPPI LICENSED AGENT COMPANY NAME
Mississippi NAIC number: _____ IF ANY

COUNTERSIGNED: (if Surety Agent above is NOT MS Licensed)

(Signature)

Licensed Mississippi Agent
(Typed Name) (Title)
Countersignature Agent MS License Number: _____

(MS Licensed Agent Address)

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

PRINCIPAL _____

By: _____
(Signature) (same person on Bond and Contract page)

(Typed Name and Title)

(Address)

(City/State/Zip/Phone)

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

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

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

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

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

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

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SECTION 00650

STANDARD CONSTRUCTION CONTRACT CERTIFICATE OF INSURANCE

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

INSURED: (Contractor's Name & Address)				COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #		
				A	#	
PROJECT: (Number, Name & Location)				B	#	
				C	#	
				D	#	
				E	#	
OWNER: Bureau of Building, Grounds & Real Property Management				F	#	
				G	#	
				Companies above must be approved by the MS Ins Dept at https://www.mid.ms.gov (or most up-to-date link) per Code & WComp at http://www.mwcc.ms.gov (MID mod'd 041615)		
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate		\$ 1,000,000
				Products Comp/Ops (Aggregate)		\$ 1,000,000
				Personal Injury (Per Occurrence)		\$ 500,000
				BI & PD (Per Occurrence)		\$ 1,000,000
				Fire Damage (Per Fire)		\$ 50,000
				Medical Expense (Per Person)		\$ 5,000
Owners/Contractors Protective Liability				General Aggregate		\$ 1,000,000
				Per Occurrence		\$ 500,000
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)		\$ 500,000
				OR	Bodily Injury (Per Person)	\$ 250,000
					Bodily Injury (Per Accident)	\$ 500,000
					Property Damage (Per Occurrence)	\$ 100,000
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate		\$ 1,000,000
				Per Occurrence		\$ 1,000,000
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)		\$ 100,000
				Disease-Policy Limit		\$ 500,000
				Disease-Per Employee		\$ 100,000
Property Insurance (not required when project is demolition ONLY - required for ALL other projects including paving)				OR	Builders' Risk	Must be equal to
					Installation Floater	Value of Work
Other						
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.						
Producing Agent: (Name, Address and Telephone)						
				(Signature)	(Date)	MID Lic # or countersign below
				(Name and Title of Authorized Representative) (typed)		
				Agent must be approved by the MS Ins Dept or countersign https://www.mid.ms.gov		

☐ Check if Mississippi Licensed Agent
 OR Countersign by Mississippi Licensed Agent
 MID Lic # _____

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CERTIFICATE OF INSURANCE INSTRUCTIONS

SECTION 00650

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2007).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at . http://www.mid.state.ms.us/licapp/search_main.aspx <https://www.mid.ms.gov> (or most up-to-date link). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner.
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project.
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at [http://www.mwcc.state.ms.us/ Services / Proof of Coverage Inquiry / accept / etc.](http://www.mwcc.state.ms.us/Services/Proof%20of%20Coverage%20Inquiry/accept/etc) and at the last step – enter the "contractor's name".

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

*** END OF SECTION ***

Division 0

GENERAL CONDITIONS

SECTION 00700

PART 1 - GENERAL

1.01 DESCRIPTION

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

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

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2007 SUPPLEMENTARY CONDITIONS

SECTION 00800

PART 1 – GENERAL

1.01 DESCRIPTION

A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.

B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Sixteenth Edition, 2007. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

Article 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

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

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

1.1.9 Add a new Subparagraph as follows:

COMMISSIONING AUTHORITY PROFESSIONAL

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

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

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

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

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

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

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Article 2
OWNER

2.1 GENERAL

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Bureau of Building, Grounds and Real Property Management, acting for and on behalf of the State of Mississippi and for the benefit of the Institution, Agency, or Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.5 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary, but in no instance to exceed twenty-five (25) copies, for the execution of the Work.

Article 3
CONTRACTOR

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 Change the last sentence to read as follows:

If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner and Architect shall be responsible for any resulting loss or damage.

3.4 LABOR AND MATERIALS

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

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

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

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

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

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

3.9 **SUPERINTENDENT**

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

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

3.15 **CLEANING UP**

3.15.2 Change this Subparagraph to read as follows:

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

3.16 **ACCESS TO WORK**

Change this Paragraph to read as follows:

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

3.18 **INDEMNIFICATION**

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

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

Article 4
ARCHITECT

4.1 **GENERAL**

4.1.4 Add a new Subparagraph as follows:

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

4.2 **ADMINISTRATION OF THE CONTRACT**

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

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

Article 5
SUBCONTRACTORS

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

- 5.2.1 Change the first line of this Subparagraph to read as follows: (modified Jan 2015) (see also 600.55; Div 1-01010.1.01.F)

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

Article 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No supplementary conditions.

Article 7
CHANGES IN THE WORK

7.2 CHANGE ORDERS

- 7.2.2 Add a new Subparagraph as follows:

The maximum cost included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Subcontractors shall acquiesce to the same requirements when participating in a Change Order.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.9 Delete this Subparagraph in its entirety.

Article 8
TIME

8.1 DEFINITIONS

- 8.1.2 Change this Subparagraph to read as follows:
The date of commencement of the Work is the date established in the Notice to Proceed.

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by any act of neglect of the Owner or

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the Architect, or by any employee of either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or any causes beyond the Contractor's control, or by any other causes which the Architect determines may justify the delay, then the Contract Time may be extended by Change Order for such reasonable time as the Architect may determine, subject to the Owner's approval. Any claim for loss or any delay occasioned by any separate Contractor, or Subcontractor, shall be settled between the Contractor and such other separate Contractor, or Subcontractors.

Article 9

PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Change this Paragraph to read as follows:

Where the Contract is based on a stipulated sum, the Contractor shall submit to the Architect, at least 10 days before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work, and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

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

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.1 Delete this Subparagraph in its entirety.

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

On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney. (Code 31-5-33)

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

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

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

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

- .1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the*

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-
- materials are stored covering the specific area where the materials are located.*
- .2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.*
 - .3 All Perils Insurance coverage for the full value of the materials stored off-site.*
 - .4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.*
 - .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.*
 - .6 A review by the Architect of the materials stored off-site prior to release of payment.*
 - .7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.*

9.5 DECISIONS TO WITHHOLD CERTIFICATION

- 9.5.3 Delete this Subparagraph in its entirety.

9.6 PROGRESS PAYMENTS

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

The Contractor shall pay each Subcontractor, in accordance with Section 31-5-27 of the Mississippi Code 1972, Annotated, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work.

- 9.6.8 Add a new Subparagraph as follows:

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

- 9.6.8.1 Add a new Clause to Subparagraph 9.6.8 as follows:

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

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

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

E-payments will continue but the Bureau of Building, Grounds and Real Property Management received a Waiver for the underlined sentence above dated June 13, 2009, for the e-invoice / electronic invoice, and said waiver is recorded in the Bureau General Business Minutes.

9.7 FAILURE OF PAYMENT

Change this Paragraph to read as follows:

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

9.8 SUBSTANTIAL COMPLETION

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

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

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

When the Work or designated portion thereof is substantially complete and affirmed by the Owner, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Change this Subparagraph to read as follows:

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

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

9.10.2 Change this Subparagraph to read as follows:

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

9.11 LIQUIDATED DAMAGES

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner.

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Article 10
PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.5 Change this Subparagraph to read as follows:

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

10.3 HAZARDOUS MATERIALS

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

Article 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Delete this Subparagraph in its entirety.

11.1.5 Add a new Subparagraph as follows: Modified 11.1.5.1 BI and PD on 030116 per Code 31-5-51(7) and 31-7-13(v)

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

.1 GENERAL LIABILITY:

Commercial General Liability

(Including XCU)

<i>General Aggregate.....</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Products & Completed Operations</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Personal & Advertising Injury.....</i>	<i>\$ 500,000.00 Per Occurrence</i>
<i>Bodily Injury & Property Damage</i>	<i>\$ 1,000,000.00 Per Occurrence</i>
<i>Fire Damage Liability</i>	<i>\$ 50,000.00 Per Occurrence</i>
<i>Medical Expense.....</i>	<i>\$ 5,000.00 Per Person</i>

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

<i>Bodily Injury & Property Damage</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Bodily Injury & Property Damage</i>	<i>\$ 500,000.00 Per Occurrence</i>

.3 AUTOMOBILE LIABILITY:

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(Owned, Non-owned & Hired Vehicles)

Contractor Insurance Option Number 1:

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

(Combined Single Limit)

Contractor Insurance Option Number 2:

Bodily Injury \$ 250,000.00 Per Person

Bodily Injury \$ 500,000.00 Per Accident

Property Damage \$ 100,000.00 Per Occurrence

.4 EXCESS LIABILITY:

(Umbrella on projects over \$500,000)

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

(Combined Single Limit)

.5 WORKERS' COMPENSATION:

(As required by Statute)

EMPLOYERS' LIABILITY:

Accident \$ 100,000.00 Per Occurrence

Disease \$ 500,000.00 Policy Limit

Disease \$ 100,000.00 Per Employee

.6 PROPERTY INSURANCE:

Builder's Risk \$ Equal to Value of Work

or

Installation Floater \$ Equal to Value of Work

11.1.6 Add a new Subparagraph as follows:

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

11.1.7 Add a new Subparagraph as follows:

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

11.2 OWNER'S LIABILITY INSURANCE

Delete this Paragraph in its entirety and substitute the following:

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

11.3 PROPERTY INSURANCE (BUILDER'S RISK OR INSTALLATION FLOATER)

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

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The Contractor shall purchase....

11.3.1.2 Delete this Clause under Subparagraph 11.3.1 in its entirety.

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

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

11.3.2 Delete this Subparagraph in its entirety.

11.3.3 Delete this Subparagraph in its entirety.

11.3.4 Delete this Subparagraph in its entirety.

11.3.5 Delete this Subparagraph in its entirety.

11.3.6 Delete this Subparagraph in its entirety.

11.3.10 Change this Subparagraph to read as follows:

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

Article 12

UNCOVERING AND CORRECTION OF WORK

No supplementary conditions.

Article 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Change this Paragraph to read as follows:

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

13.5 TESTS AND INSPECTIONS

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

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

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

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

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

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

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Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

No supplementary conditions.

Article 15
CLAIMS AND DISPUTES

15.2 INITIAL DECISION

15.2.1 Change this Subparagraph to read as follows:

Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker. An initial decision by the Initial Decision Maker shall be required as a condition precedent to arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered by the Initial Decision Maker. The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

15.2.6 Delete this Subparagraph in its entirety.

15.2.6.1 Delete this Clause in its entirety.

15.3 MEDIATION

15.3.1 Delete this Subparagraph in its entirety.

15.3.2 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.4 ARBITRATION

15.4.1 Delete this Subparagraph in its entirety.

15.4.1.1 Delete this Clause in its entirety.

15.4.1.2 Delete this Clause in its entirety.

15.4.2 Delete this Subparagraph in its entirety.

15.4.3 Delete this Subparagraph in its entirety.

15.4.4 Delete this Subparagraph in its entirety.

15.5 Add a new Paragraph as follows:

ARBITRATION PROCEDURES FOR THE DEPARTMENT OF FINANCE AND ADMINISTRATION'S BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT

All matters of dispute arising out of any agreement with the Department of Finance and Administration for planning, design,

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

15.5.1 Add a new Subparagraph as follows:

CONDITIONS PRECEDENT TO ARBITRATION

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

15.5.2 Add a new Subparagraph as follows:

REQUESTS FOR ARBITRATION: *Within thirty (30) days of a claim being rejected in writing by the Deputy Director of the Department of Finance and Administration, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Executive Director of the Department of Finance and Administration, P.O. Box 267, Jackson, MS 39201. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred (\$200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.*

15.5.3 Add a new Subparagraph as follows:

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

15.5.4 Add a new Subparagraph as follows:

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

15.5.5 Add a new Subparagraph as follows:

AWARDS: *Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall*

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be delivered to the parties by certified mail.

15.5.6 Add a new Subparagraph as follows:

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

15.5.7 Add a new Subparagraph as follows:

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

15.5.8 Add a new Subparagraph as follows:

SECRETARY FOR THE ARBITRATORS: *All notices, requests, or other correspondence intended for the arbitrators shall be sent to Executive Director, Department of Finance and Administration, P.O. Box 267, Jackson, MS 39201.*

AFFIDAVIT CERTIFYING PAYMENT TO ALL SUBCONTRACTORS

Department of Finance and Administration
Bureau of Building, Grounds and Real Property Management

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

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Section 00800 SUPPLEMENTARY CONDITIONS

Article 9.6 Progress Payments

Article 9.6.8.1

Pursuant to Code §31-5-25 and HB1562, Laws of 2002

... Contractors shall submit monthly certification to the project engineer or architect indicating payments to subcontractors on prior payment request. ...

Project Name and Number: _____

Using Agency: _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

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DFA/Bureau of Building
Affidavit Certifying Payment Form

Subcontractor: _____ Amount: \$ _____
Subcontractor: _____ Amount: \$ _____
Subcontractor: _____ Amount: \$ _____
Subcontractor: _____ Amount: \$ _____
Subcontractor: _____ Amount: \$ _____
Subcontractor: _____ Amount: \$ _____
Subcontractor: _____ Amount: \$ _____
Subcontractor: _____ Amount: \$ _____
Subcontractor: _____ Amount: \$ _____
Subcontractor: _____ Amount: \$ _____
Subcontractor: _____ Amount: \$ _____

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

Contractor Name and Title: _____

Contractor Certificate of Responsibility Number: _____

Contractor Signature: _____ Date: _____

STATE OF MISSISSIPPI

COUNTY OF _____

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

NOTARY PUBLIC

My Commission Expires:

Division 0

LABOR REQUIREMENTS

SECTION 00820

PART 1 - EQUAL OPPORTUNITY

1.01 GENERAL

The Contractor will maintain policies of employment as follows:

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

PART 2 – FEDERAL REQUIREMENTS

2.01 APPLICABILITY

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

PART 3 - WAGE RATES

3.01 GENERAL

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

ADDENDA

SECTION 00900

1.01 ADDENDA

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

SUMMARY OF WORK

SECTION 01010

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. **Work Covered:** Work covered by the Contract Documents is as shown in drawings and described in words in the Project Manual. The Project Title and location is indicated on the first page of this Project Manual.
- B. **Start of Work:** Work shall be started immediately upon issuance of a *Notice to Proceed*. Prior to this, all Contracts and beginning documents will have been executed and insurance in force.
- C. **Time of Completion:** The completion of this Work is to be on, or before, the time indicated in the *Standard Form of Agreement Between the Owner and the Contractor*.
- D. **Contractor's Duties:**
1. Except as specifically noted, provide and pay for:
 - a. Labor, materials and equipment.
 - b. Tools, construction equipment and machinery.
 - c. Water, heat and utilities required for construction.
 - d. Other facilities and services necessary for proper execution and completion of the Work.
 2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
 3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of the receipt of the bids:
 - a. Permits.
 - b. Government fees.
 - c. Licenses.
 4. Give required notices.
 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
 6. Promptly submit written notice to Professional of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for work known to be contrary to such requirements, without notice.
 7. Enforce strict discipline and good order among employees. Do not employ or work unfit persons, or persons, not skilled in assigned task.
 8. Provide a written safety plan.
- E. **Hazardous Materials:** The Prime General Contractor is responsible for the removal and disposal of any hazardous materials encountered in the performance of the Contract requirements. Hazardous Containing Materials [HCM] include, but are not limited to, Asbestos and Lead Paint and should be identified and removed as a part of the Contract. The absence of details does not relieve the Prime General Contractor from the responsibility of removal and disposal; but, a Change Order could be executed in the absence of identified HCM in the documents.
- F. **Subcontractor's List:** The Prime General Contractor will submit to the Owner a list of all Subcontractors, including disciplines and COR #'s, over Fifty Thousand Dollars (\$50,000.00) to be used on the Project ~~within~~ prior to contract award by the Owner. Any Sub-Contractor listed must be acceptable to the Owner. Additionally, include any Mechanical, Plumbing, or Electrical Sub-Contractor listed on Proposal Form regardless of amount.
(Modified Jan 2015) (see also 600.55; Div 0-5.2.1)
The Prime General Contractor will submit to the Owner within seven (7) days from the Notice to Proceed, a completed *Minority Tracking Form* (attached as Exhibit "A" at the end of Division 1 Section 01900) outlining the use of minority subcontractors that will be used on the project.
- G. **Coordination:** The Prime General Contractor is responsible for the coordination of the total project. All other

Division One

Prime Contractors and all Subcontractors will cooperate with the Prime General Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work. Refer to Section 01041 entitled *Project Coordination*.

1.02 CONTRACTS

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

1.03 WORK BY OTHERS

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

1.04 OWNER-FURNISHED PRODUCTS

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

1.05 CONTRACTOR'S USE OF PREMISES

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

1.06 SUMMARY OF WORK SUPPLEMENT

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

Division One

ALLOWANCES

SECTION 01020

1.01 DESCRIPTION

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

1.02 SCHEDULE OF ALLOWANCES

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

SCHEDULE OF VALUES

SECTION 01025

1.01 DESCRIPTION

- A. **Scope:** Submit a *Schedule of Values* to the Professional at least ten (10) days prior to submitting the first Application for Payment. Upon the Professional's request, the Contractor will provide supportive data substantiating their correctness. Use *Schedule of Values* only as basis for Contractor's Application for Payment.
- B. **Form of Submittal:** Submit Schedule of Values on AIA Document G703, or computer generated form containing similar style, using Table of Contents of these Specifications as basis for format for listing costs of work for sections under Divisions 2-16. Identify each line item with number and title as listed in Table of Contents in these Specifications.

Division One

-
- C. **Preparing Schedule of Values:**
1. Itemize separate line item cost for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, temporary facilities and controls.
 2. Itemize separate line item cost for work required by each Section of these Specifications. Break down installed cost with overhead and profit.
 3. For each line item which has installed value of more than \$20,000, break down costs to list major products for operations under each item, rounding figures to nearest dollar. Make sum of total costs of all items listed in Schedule equal to total Contract sum.
- D. **Preparing Schedule of Unit Material Values:**
1. Submit separate Schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: cost of material, delivery, unloading at site, and sales tax.
 2. Make sure unit prices multiplied by quantities equal material cost of that item in Schedule of Values.
- E. **Review and Resubmittal:** After Professional's review, if requested, revise and resubmit Schedule of Values in same manner.

APPLICATIONS FOR PAYMENT

SECTION 01027

1.01 SCOPE

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

1.02 APPLICATIONS FOR PAYMENT

- A. **Format:**
1. Applications for Payments will be prepared on AIA forms G702 - *Application and Certificate for Payment* and G703 - *Continuation Sheet*; or, a computer generated form containing similar data may be used.
- B. **Preparation of Application:**
1. Present required information in typewritten form
 2. Execute certification by signature of authorized officer
 3. Use data from approved *Schedule of Values*. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
 4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.
 5. Prepare Application for Final Payment as specified in Section 01700 entitled *Contract Closeout*.
- C. **Submittal Procedures:** (#1 modified Dec 2013 SoS and Jan 2015)
1. Submit original and one (1) copy of each Application for Payment (see also 700.22)
 2. Submit an updated construction schedule with each Application for Payment as described in Section 01310 entitled *Progress Schedule* or Section 01311 entitled *Network Analysis Schedules*.
 3. Submit requests for payment at intervals agreed upon by the Professional, Owner and Contractor.
 4. Submit requests to the Professional at agreed upon times, or as may be directed otherwise.
- D. **Substantiating Data:**
1. Submit data justifying dollar amounts in question when such information is needed.
 2. Provide one (1) copy of the data with a cover letter for each submittal.
 3. Indicate the Application number, date and line item number and description.

CHANGE ORDER PROCEDURES

SECTION 01028

1.01 SCOPE

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

1.02 CHANGE ORDER PROCEDURES

- A. **Change Proposed by Professional:** The Professional may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor will prepare and submit an estimate within ten (10) days.
- B. **Change Proposed by Contractor:** The Contractor may propose a change by submitting a request for change to the Professional, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01630 entitled *Substitutions and Product Options*.
- C. **Contractor's Documentation:**
1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
 2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
 3. On request, provide additional data to support computations:
 - a. Quantities of products, labor, and equipment
 - b. Taxes, insurance and bonds
 - c. Overhead and profit
 - d. Justification for any change in Contract Time
 - e. Credit for deletions from Contract, similarly documented
 4. Support each claim for additional costs, and for Work completed on a time and material basis, with additional information:
 - a. Origin and date of claim
 - b. Dates and times work was performed and by whom
 - c. Time records and wage rates paid
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- D. **Construction Change Directive:** The Professional may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time. The change in Work will be promptly executed.
- E. **Format:** The Professional will prepare five (5) originals of the Change Order using the Bureau of Building, Grounds and Real Property Management's *Change Order Form*. (see also 700.20)
- F. **Types of Change Orders:**
1. **Stipulated Sum Change Order:** Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Professional.
 2. **Unit Price Change Order:** For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.

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3. **Time and Material Change Order:** Submit itemized account and supporting data after completion of change, within time limits indicated in the *Standard Form of Agreement Between the Owner and the Contractor*. The Professional will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. **Execution of Change Order:** The Professional will issue Change Orders for signatures of parties as provided in the *Standard Form of Agreement Between the Owner and the Contractor*. Final execution of all Change Orders requires approval by the Owner.
- H. **Correlation of Contractor Submittals:** The Contract shall promptly revise *Schedule of Values* and the *Application for Payment* forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

ALTERNATES

SECTION 01030

1.01 DESCRIPTION

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

1.02 DESCRIPTION OF ALTERNATES

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

PROJECT COORDINATION

SECTION 01041

1.01 DESCRIPTION

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

1.02 DUTIES OF PROJECT COORDINATOR

- A. **General:**
1. **Coordination:** Coordinate the work of all Subcontractors and Material Suppliers.
 2. **Supervision:** Supervise the activities of every phase of work taking place on the Project.
 3. **Mechanical/Electrical:** Take special care to coordinate and supervise the work of the plumbing, heating and cooling and electrical Subcontractors.
 4. **Communication:** Establish lines of authority and communication at the job site.
 5. **Location:** The Project Coordinator must be present on the job all of the time.
 6. **Permits:** Assist in obtaining building and special permits required for construction.

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- B. **Interpretations of Contract Documents:**
 - 1. **Consultation:** Consult with Architects and Engineers to obtain interpretations.
 - 2. **Assistance:** Assist in resolution of any questions.
 - 3. **Transmission:** Transmit written interpretations to concerned parties.
 - C. **Cessation of Work:** Stop all work not in accordance with the requirements of the Contract Documents.
 - D. **Division One:** Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:
 - 1. **Cutting and Patching:** Supervise and control all cutting and patching of other trades' work.
 - 2. **Project Meetings:** Schedule and preside at all project meetings.
 - 3. **Construction Schedules:** Prepare and submit all construction schedules; supervise work to monitor compliance with schedules.
 - 4. **Shop Drawings, Product Data and Samples:** Administer the processing of all submittals required by the Project Manual.
 - 5. **Schedule of Values:** Assist in preparation and be knowledgeable of each entry in the Schedule of Values.
 - 6. **Testing:** Coordinate all required testing.
 - 7. **Temporary Facilities and Controls:** Allocate, maintain and monitor all temporary facilities.
 - 8. **Substitutions and Product Options:** Administer the processing of all substitutions.
 - 9. **Project Closeout:** Conduct final inspections and assist in collection and preparation of closeout documents.
 - 10. **Cleaning:** Direct and execute a continuing cleaning program throughout construction, requiring each trade to dispose their own debris.
 - 11. **Project Record Documents:** Maintain up-to-date project record documents.
 - 12. **Safety Measures:** Plan and enforce all safety requirements.
 - E. **Changes:** Recommend and assist in the preparation of requests to the Professional for any changes in the Contract.
 - F. **Application for Payment:** Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

1.03 SUBCONTRACTOR'S DUTIES

- A. **General:** The Subcontractor is responsible for coordinating and supervising employees in the work to be accomplished under their part of the Contract.
- B. **Schedules:** Conduct work to assure compliance with construction schedules.
- C. **Suppliers:** Transmit all instructions to Material Suppliers.
- D. **Cooperation:** Cooperate with the Project Coordinator and other Subcontractors.

1.04 OWNER-PURCHASED PRODUCTS

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

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CUTTING AND PATCHING

SECTION 01045

1.01 GENERAL DESCRIPTION

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

1.02 MATERIALS/PRODUCTS

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

1.03 EXECUTION

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

PROJECT MEETINGS

SECTION 01200

1.01 DESCRIPTION

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

j. Commissioning issues (if Cx on project)

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

PROGRESS SCHEDULES

SECTION 01310

1.01 **DESCRIPTION**

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

NETWORK ANALYSIS SCHEDULE

SECTION 01311

1.01 **DESCRIPTION**

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

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1.02 **REFERENCES**

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

1.03 **QUALITY ASSURANCE**

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

1.04 **FORMAT**

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

1.05 **SCHEDULES**

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

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2. By amount of float, then in order of early start
 3. By responsibility in order of earliest possible start date
 4. In order of latest allowable start dates
 5. In order of latest allowable finish dates
 6. Contractor's periodic payment request sorted by *Schedule of Values* listings, Specifications section
 7. Listing of basic input data which generates the report
 8. Listing of activities on the critical path
 9. Monthly cash flow

G. *Schedule of Values*: Coordinate contents with *Schedule of Values* in Section 01300.

1.06 SUBMITTALS FOR REVIEW

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

1.07 REVIEW AND EVALUATION

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

1.08 UPDATING SCHEDULES

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

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

1.09

DISTRIBUTION

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

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

SECTION 01340

1.01

DESCRIPTION

- A. **Scope:** Submit to the Professional shop drawings, product data and samples required by Specification sections. Submit an additional copy of shop drawings, product data and samples related to items/systems identified to be commissioned to the Commissioning Authority Professional to be reviewed concurrently with the Professional. (if Cx on project).
- B. **Shop Drawings:** Original drawings prepared by Contractor, Subcontractor, Supplier, or Distributor which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details.
 - 1. Prepared by a qualified detailer.
 - 2. Identify details by reference to sheet and detail numbers shown on Contract drawings.
 - 3. Minimum sheet size: 8 1/2" x 11"
 - 4. Reproductions for submittals: Opaque diazo prints.
- C. **Product Data:**
 - 1. **Manufacturer's Standard Schematic Drawings:** Modify drawings to delete information which is not applicable to the Project. Supplement standard information to provide additional information applicable to the Project.
 - 2. **Manufacturer's Catalog Sheets, Brochures, Diagrams, Schedules, Performance Charts, Illustrations and Other Standard Descriptive Data:** Clearly mark each copy to identify pertinent materials, products, or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.

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- D. **Samples:** Physical examples to illustrate materials, equipment or workmanship and to establish standard by which completed work is judged.
1. **Office Samples:** Of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples. After review, samples remain the property of the Professional until completion of the construction project.
 2. **Field Samples and Mock-ups:** Erect on project site at location acceptable to Professional. Construct each sample, or mock-up, completely including work of all trades required in finished work.
- E. **Contractor's Responsibilities:**
1. Review shop drawings, product data and samples prior to submission.
 2. Verify field measurements, field construction criteria, catalog numbers and similar data.
 3. Coordinate each submittal with requirements of work and of Contract Documents.
 4. Contractor's responsibility for errors and omissions in submittals is not relieved by the Professional's review of submittals.
 5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Professional's review of submittals unless Professional gives written acceptance of specific deviations.
 6. Notify Professional in writing at the time of submission of deviations in submittals from requirements of Contract Documents.
 7. Begin no work requiring submittals until the return of submittals bearing Professional's stamp and initials, or signature indicating review.
 8. After Professional's review, distribute copies.
- F. **Submission Requirements:**
1. Schedule submission with ample time before dates reviewed submittals will be needed.
 2. Submit number of copies of shop drawings and product data which Contractor requires for distribution, plus one (1) copy to be retained by the Professional.
 3. Submit number of samples specified in each Specification section.
 4. Accompany submittals with transmittal letter, in duplicate, containing date, Project title and number; Contractor's name and address; the number of each shop drawings, product data and samples submitted; notification of deviations from Contract Documents; and, other pertinent data.
 5. Submittals shall include:
 - a. Date and revision dates.
 - b. Project title and number.
 - c. The names of the Professional, Contractor, Supplier, Manufacturer and separate detailer, when pertinent.
 - d. Identification of product, or material.
 - e. Relation to adjacent structure, or materials.
 - f. Field dimensions clearly identified as such.
 - g. Specification section number.
 - h. Applicable standards such as ASTM number, or federal specifications.
 - i. A blank space (2" x 3") for the Professional's stamp.
 - j. Identification of deviations from Contract Documents.
 - k. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements and compliance with Contract Documents.
- G. **Resubmission Requirements:**
1. **Shop Drawings:** Revise initial drawings, as required, and resubmit as specified for initial submittal. Indicate on the drawings any changes which have been made other than those required by the Professional.
 2. **Product Data and Samples:** Submit new data and samples, as required, for initial submittal.

H. **Distribution of Submittals After Review:**

1. Distribute copies of shop drawings and product data which carry Professional's stamp to Contractor's file, job site file, Subcontractor, Supplier and Fabricator.
2. Distribute samples as directed.

I. **Professional's Duties:**

1. Review submittals with reasonable promptness.
2. Review for design concept of Project and information given in Contract Documents.
3. Review of separate item does not constitute review of an assembly in which item functions.
4. Affix stamp and initials, or signature, certifying the review of submittal.
5. Return submittals to Contractor for distribution.

TESTING LABORATORY SERVICES

SECTION 01410

1.01 **DESCRIPTION**

- A. **Scope:** The Contractor will employ and pay for the services of an independent laboratory to perform specified services. Employment of a testing laboratory shall in no way relieve the Contractor of his obligation to perform work in accordance with the Contract.
- B. **Inspection, Sampling and Testing:** Refer to each individual specification section for specific inspection, sampling and testing requirements.
- C. **Qualification of Laboratory:**
1. Meet the *Recommended Requirements for Independent Laboratory Qualification* published by the American Council of Independent Laboratories.
 2. Meet the basic requirements of ASTM E 329-70, *Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction*.
 3. Responsible Engineer: Perform all testing under the direct supervision of a registered Professional engineer employed full time by the testing laboratory.
 4. Submittals: Submit a copy of the inspection report of the facilities made by materials reference laboratory of National Bureau of Standards of any deficiencies reported by the inspection.
 5. Approval: The Professional must approve the testing laboratory.
- D. **Laboratory's Duties:**
1. Upon notice, cooperate with the Professional and the Contractor to promptly provide qualified personnel. Perform specified inspections, sampling and testing of materials and methods of construction to ascertain compliance with requirements of Contract Documents. Promptly notify the Professional and the Contractor of irregularities or deficiencies of work observed during performance of services.
 2. Reports of inspections and tests will include:
 - a. Date issued
 - b. Project title and number
 - c. Testing laboratory's name and address
 - d. Name and signature of inspector
 - e. Date of inspection, or sampling
 - f. Record of temperature and weather
 - g. Date of test
 - h. Identification of product and Specification section
 - i. Location of Project
 - j. Type of inspection, or test
 - k. Observations regarding compliance with Contract Documents

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3. Prompt distribution of copies of the inspection reports and tests to:
 - a. Owner
 - b. Professional
 - c. General Contractor
 - d. Consulting Engineer, when pertinent
 - e. Subcontractor, when pertinent
- E. **Contractor's Responsibilities:**
1. Cooperate with laboratory personnel to provide access to work and to manufacturer's operation. Provide the laboratory with the required quantities of preliminary samples representative of materials to be tested and required quantities. When required, furnish copies of mill test reports. Furnish laboratory casual labor to obtain and handle samples at the site and to facilitate inspections and tests. Provide facilities for laboratory's exclusive use for storage and curing of test samples. Notify laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
 2. Arrange and pay for additional samples and tests required for Contractor's convenience. When initial tests indicate work does not comply with Contract Documents, the Contractor may employ and pay for the services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing.

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

SECTION 01500

1.01 DESCRIPTION

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

1.02 FACILITIES AND CONTROLS

- A. **Access:** The Prime General Contractor shall provide an adequate access and/or roads to the site of the structure, if required for the prosecution of work; and, should also provide and maintain at least one (1) temporary, or permanent, access to each working elevation to be permanently occupied.
- B. **Hoisting Facilities:** The Prime General Contractor shall be responsible for providing suitable capacity and hoisting facilities for all people and materials. The use of the hoisting facilities shall be by mutual agreement of the Prime General Contractor and the individual Contractor.
- C. **Field Office and Sheds:** At all times, the Prime General Contractor shall provide and maintain a weatherproof office with telephone, which may also be used by Subcontractors, the Owner and the Professional. Office location will be approved by the Owner. Each general and individual Contractor shall provide suitable watertight/dampproof sheds to house their construction materials.
- D. **Sanitation Facilities:** The Prime General Contractor is responsible for furnishing adequate temporary toilet facilities on the job site.
- E. **Drinking Water:** The Prime General Contractor shall provide at all times sanitary drinking water facilities for all workmen on the job including ice, when required, and paper cups, etc..

-
- F. **Fire Protection:** The Prime General Contractor shall provide general temporary fire protection. Subcontractors will be responsible for their own.
 - G. **Storage:** The Prime General Contractor shall coordinate the allocation of storage areas to the various Subcontractors.
 - H. **Temporary Heat:** The Prime General Contractor shall provide heat, fuel and services, as necessary, to protect all work from dampness and cold until final acceptance. If in the late stages of the construction, mechanical and electrical installations will permit, the mechanical and electrical facilities may be used to provide heat and ventilation. However, the Owner is saved harmless of any costs of operation or responsibility as to acceptance of mechanical and/or electrical installations.
 - I. **Utilities:** The Prime General Contractor shall make arrangements for and furnish all water, electricity (lighting and power) and other utilities necessary for construction purposes. A written agreement must be reached on how all utilities (water and electricity) will be furnished and the rates the Contractor will be charged. A copy of the final agreement signed by the Contractor and the Institution or Agency must be forwarded to the Owner. If the written agreement is not filed with the Owner, the Contractor and the Institution or Agency waives all rights as to the rates charged. The Owner will then determine all utility rates and assess the charges before final payment is rendered.
 - J. **Project Sign:** (see also 600.31) (see 700.19; Exhibit B in Div 1 01900) (new State Seal per Legislature July 1, 2014)
 - 1. The Prime General Contractor will erect on adequate supports and maintain one (1) neatly constructed and painted 3/4" thick plywood sign of size, color, layout, and location as indicated in the Contract Documents. (example attached as Exhibit "B" at the end of Division 1 Section 01900)
 - 2. No other signs will be displayed on the job site without permission of the Professional. The displaying of sign advertisements is strictly prohibited.

SUBSTITUTIONS AND PRODUCT OPTIONS

SECTION 01630

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

1.01 DESCRIPTION

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

1.02 PRODUCTS LIST

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

1.03 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards or technical performance requirements, select any product meeting product standards by any Manufacturer.

Division One

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

1.04 SUBSTITUTIONS

- A. A product or construction method that varies from a product or construction method specified in one or more consequential characteristics, reference standards, or technical performance requirements shall be considered a substitution.
- B. Professional will not consider requests for substitutions during bidding.
- C. Within thirty (30) days after the Contract has been signed, the Professional will consider formal requests from the Contractor for substitution of products in place of those specified. Submit five (5) copies of the request for substitutions. Include in the request:
 - 1. Narrative summarizing characteristics, reference standards, or technical performance requirements that product varies from and how the proposed product or construction method will meet or exceed project requirements
 - 2. For products:
 - a. Product identification including Manufacturer's name and address.
 - b. Manufacturer's literature: Product description, performance and test data and reference standards.
 - c. Samples.
 - d. Name and address of similar projects on which product was used and date of installation.
 - 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - 4. Agreement to pay for any additional professional costs if acceptance of substitution will require substantial revision of Contract Documents.
 - 5. Data relating to any delays to the construction schedule if any will result from proposed substitution.
 - 6. Accurate cost data on proposed substitution if any project cost increases are anticipated or any cost savings are being offered for proposed substitution.
- D. In making request for substitution, Contractor represents:
 - 1. Proposed product, or method, has been investigated and determined that it is equal or superior in all respects to that specified.
 - 2. The same or better guarantee and/or warranty will be provided for substitutions for product or method specified.
 - 3. Installation of accepted substitutions will be coordinated into the Work, making such changes required of work to be complete in all respects at no additional cost to the Owner.
 - 4. All claims for additional costs related to substitution, including any delays to the construction schedule, which consequently become apparent will be waived.
 - 5. Unless specifically identified in substitution submittal and such delay is specifically agreed to by Change Order to the Contract, substitution will not cause any delay to the construction schedule.
 - 6. Proposed product, or method, will not result in any additional costs to the Owner.
- E. Substitutions will not be considered if:
 - 1. Indicated, or implied, on shop drawings or product data submittals without formal request submitted in accordance with this Section.

Division One

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2. Acceptance will require substantial revision of Contract Documents unless compensation for such additional professional costs are paid by Contractor at no additional cost to the Owner.
 3. In the Professional's judgment, the product, or material, is not equal.

STARTING OF SYSTEMS

SECTION 01650

1.01 GENERAL

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

1.02 STARTING SYSTEMS

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

1.03 DEMONSTRATION AND INSTRUCTIONS

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

CONTRACT CLOSEOUT

SECTION 01700

1.01 DESCRIPTION

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

FINAL INSPECTIONS

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

CLOSEOUT DOCUMENTS

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

- A. **Request for Final Payment:** AIA Document G702, current edition, completed in full or a computer generated form having similar data.
- B. **Consent of Surety Company to Final Payment:** AIA Document G707, current edition, completed in full by the Bonding company.
- C. **Power of Attorney:** Closeout documents should be accompanied by an appropriate Power of Attorney.
- D. **Release of Liens and Certification that All Bills Have Been Paid:** AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from any and all claims and/or damages.
- E. **Contractor's Affidavit of Payment of Debts and Claims:** AIA Document G706, current edition, completed in full.
- F. **Guarantee of Work:** Sworn statement that all work is guaranteed against defects in materials and workmanship for one (1) year from date of Owner's acceptance, except where specified for longer periods.
 - 1. Word the Guarantee as follows, or in a similar manner:
We hereby guarantee all work performed by us on the above captioned Project to be free from defective materials and workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work.
 - 2. All guarantees and warranties shall be obtained in the Owner's name.
 - 3. Within the Guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition building, site, equipment or contents thereof. The Contractor shall make good any work, materials, equipment or contents of said buildings or site which may be disturbed by fulfilling any such Guaranty.
 - 4. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the Guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.
 - 5. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other documents forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

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- G. **Project Record Document:** Furnish all other record documents as set forth in Section 01720 entitled *Project Record Documents*.
 - H. **Additional Documents Specified Within the Project Manual:** Provide all additional certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.

CLEANING SECTION 01710

1.01 DESCRIPTION

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

1.02 PRODUCTS

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

1.03 EXECUTION

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

PROJECT RECORD DOCUMENTS SECTION 01720

1.01 DESCRIPTION

- A. **Scope:** To set forth the procedure and requirements for keeping project record documents.
- B. **Maintenance Documents:** (modified Dec 2013 SoS)
 - 1. Throughout the Contract, maintain one (1) copy of all of the following: Contract Drawings, Project Manual, Addenda, Change Order(s), reviewed shop drawings, reviewed submittals, hardware schedules, field, and laboratory test records, equipment brochures, parts lists, operating instructions and other modifications to the Contract.
 - 2. Store documents on site apart from documents used for construction.

Division One

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

DIVISION ONE SUPPLEMENT

SECTION 01900

PART 1 - SUMMARY OF WORK SUPPLEMENT

1.01 WORK SEQUENCE

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

1.02 PARTIAL OWNER OCCUPANCY

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

PART 2 - ALLOWANCE SUPPLEMENT

2.01 SCHEDULE OF ALLOWANCES

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

PART 3 - ALTERNATE SUPPLEMENT

3.01 DESCRIPTION OF ALTERNATES

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

Division 1, Section 01010, Exhibit "A"

Department of Finance and Administration
Bureau of Building, Grounds and Real Property Management
501 NORTH WEST STREET, SUITE 1401 B • JACKSON, MISSISSIPPI 39201
TEL (601) 359-3621 • FAX (601) 359-2470

Minority Tracking or Participation Form
February 2003

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

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

Division One

Section 01010 SUMMARY OF WORK

1.01 Work Covered by Contract Documents

F. Subcontractors List

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

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

Project Name and Number: _____

General Contractor: (Name) _____

Check the Following Appropriate Box

☐

There are NO minority participants included in this bid proposal.

☐

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

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

Division One

Page 2 of 3
DFA / Bureau of Building
Minority Participation Form

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Division One

Page 3 of 3 (Submit if necessary)
DFA / Bureau of Building
Minority Participation Form

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

End of Form

Division One

Division One

Section 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.02 Facilities and Controls

J. Project Sign

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

BOB Procedure Manual:

700.19

PROJECT SIGN (new State Seal per Legislature July 1, 2014)

The contractor will erect on adequate supports and maintain one (1) neatly constructed and painted ¾" thick plywood sign approximately four feet by eight feet (4' x 8'). The Professional will provide the colors, letters, layout and location of the sign. No other signs will be displayed on the job site without permission of the Professional. The displaying of sign advertisements is strictly prohibited.

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



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

GOVERNOR PHIL BRYANT

PROJECT NAME

GS# 111-111

HB1111 or SB1111, LAWS OF 1111

DEPARTMENT OF FINANCE & ADMINISTRATION

BUREAU OF BUILDING, GROUNDS & REAL

PROPERTY MANAGEMENT

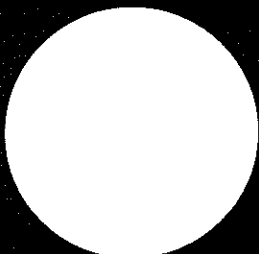
ARCHITECT

ARCHITECT NAME

CONTRACTOR

CONTRACTOR NAME

MISSISSIPPI C.O.R. #11111



USING AGENCY NAME

HEAD OF USING AGENCY NAME

GOVERNING BOARD (WHERE APPLICABLE)

DIVISION ONE SUPPLEMENT

SECTION 01900

PART 1 - SUMMARY OF WORK SUPPLEMENT

1.01 WORK SEQUENCE

- A. Owner will occupy the building during construction, coordinate with Owner's Representative in scheduling work to vacate the areas as the Contractor requires.
- B. Construct work in stages as follows:
 - 1. no staging of work required _____
 - 2. _____
 - 3. _____

1.02 PARTIAL OWNER OCCUPANCY

- A. Schedule early completion of designated areas for Owner's usage prior to substantial completion of entire Project.
 - 1. no early completion of designated areas required _____
 - 2. _____
 - 3. _____
- B. Owner will occupy areas for purpose of no owner occupied areas _____
- C. Contractor will provide:
 - 1. Access for Owner's personnel
 - 2. Operation of heating, ventilating, air conditioning and electrical systems
 - 3. _____
- D. Prior to occupancy, execute a *Certificate of Substantial Completion* for designated areas.
- E. Upon occupancy, Owner shall provide:
 - 1. _____
 - 2. _____

PART 2 - ALLOWANCE SUPPLEMENT

2.01 SCHEDULE OF ALLOWANCES

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

PART 3 - ALTERNATE SUPPLEMENT

3.01

DESCRIPTION OF ALTERNATES

A. Alternate Number One. **No Alternates**

B. Alternate Number Two. _____

C. Alternate Number Three. _____

D. Alternate Number Four. _____

E. Alternate Number Five. _____

Division One

PART 1 GENERAL

1.1 SUMMARY

- A. This Section sets forth regulations that shall be followed by the Contractor and all his forces, including but not limited to subcontractors, suppliers, vendors, delivery personnel, independent testing laboratory personnel and other personnel, hereinafter called "workers", when on the grounds of Jackson State University and while engaged in the execution of this contract.
- B. This Section sets forth Coordination activities required of the contractor.
- C. This Section sets forth Phasing and Sequencing required by the contractor.

1.2 REGULATIONS

- A. All work shall be conducted at the least inconvenience to the Owner.
- B. The Contractor shall acquaint all workers with all Jackson State University traffic and parking regulations, and use of the building loading dock or delivery points. Parking will be allowed on Owner's property only as agreed upon by the Owner. All other vehicles will not be allowed to park on Owner's property unless prior written approval is obtained.
- C. Use of the loading dock or other delivery points shall be fully coordinated with the Owner and shall not interfere with use of the loading dock by the Owner. The contractor shall take all precautions and procedures necessary to protect the loading dock and other points of entry from damage.
- D. The contractor shall be provided limited use of the elevator. The contractor shall take all precautions and procedures necessary to protect the elevator and other points of entry from damage. The contractor's use of this elevator must not interfere with the Owner's use of this elevator.
- E. The contractor shall be responsible for maintaining complete dust and debris control and not allowing dust or debris to occur outside the project area.
- F. The contractor shall protect existing finishes from damage during construction operations.
- G. Contractor shall patrol the project and related areas used by the Contractor on at least a daily basis and keep these areas clean and free of dust, debris, trash, mud, etc. This shall include but not be limited to the project area, access to and from the project area, elevators and loading dock.
- H. Workers are expected to conduct themselves in a professional manner and shall not use profanity, obscene language or obscene gestures which the Owner or Architect determines to be offensive or has objection to in any way.

- I. Workers who may, because of improper conduct or persistent violation of regulations, lack of professionalism or who become objectionable will be removed by the Contractor at the request of the Owner.
- J. Workers shall wear suitable shirts, pants, and shoes at all times.
- K. All contractors, sub-contractors, vendors, suppliers, working on the site or visiting the site are required to sign in with the Contractor and wear an approved visitors ID badge.
- L. Traffic control measures including but not limited to flagmen are required at all times during construction on the adjacent roads and drives and shall comply with all applicable traffic laws and regulations.
- M. All areas not directly related to this project shall be "off limits" to the contractor and workers.
- N. This is a "No Smoking" and "Non Tobacco Use" facility and no smoking and/or no tobacco products use shall be observed at all times.
- O. Use of and possession of alcohol, tobacco, firearms, weapons, illegal drugs or illegal substances will not be allowed on the project site at any time.
- P. Organized safety measures shall be enforced on all construction work. Safety is the responsibility of the Contractor.
- Q. Contractor shall provide in advance of any delivery of materials, Materials Data Safety Sheets for all materials used on the project.
- R. Contractor shall dispose of potentially harmful debris in accordance with all applicable environmental, legal and Jackson State University regulations.
- S. The Contractor shall obtain a copy of the Jackson State University's Safety Program and acquaint all workers with all Jackson State University safety regulations.

1.3 COORDINATION

- A. The Contractor shall fully coordinate and obtain prior written approval for any shutdown or disruption of any building utility or service, electrical or otherwise, with the Physical Plant Department of the Jackson State University. Written approval shall be obtained for each occurrence.
- B. Contractor shall be responsible for coordination between the General Construction Contract and separate contracts of the Owner.
 - 1. The Owner has a contract with a separate vendor for furniture removal and re-installation.
- C. Coordination activities of Contractor include, but are not limited to, the following:
 - 1. Provide overall coordination of the Work.

2. Coordinate shared access to workspaces.
3. Provide overall coordination of temporary facilities and controls.
4. Coordinate construction and operations of the Work with work performed by other contracts, including sequencing and scheduling of the Work, including Owners work of separate contracts, and include on all project schedules.
5. Coordinate sequencing and scheduling of the Work.
6. Provide progress cleaning of common areas and coordinate progress cleaning of areas where more than one contractor has worked.
7. Coordinate protection of the Work.
8. Coordinate completion of interrelated punch list items.
9. Coordinate preparation of Project Record Documents if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
10. Provide dumpster for Owner and their vendors to use for trash and debris removal related to separate Owner contracts.

1.4 SEQUENCING/PHASING

- A. Prior to beginning work the contractor shall schedule a meeting with the Owner, the Architect, and the Owner's moving contractor to determine a sequencing, phasing, and work schedule.
- B. The contractor shall submit a detailed project staging/sequencing plan, including but not limited to all construction phasing as required to accommodate Owner's removal of furniture and equipment, start and stop dates, temporary construction, utility and services shut downs, completion dates, and Owner's access routes.
- C. No work can begin until the detailed project staging, sequencing and work plan has been submitted and approved by the Owner. Project staging and sequencing plan shall include all floors in the project. Schedule the work on each floor and procedures required to facilitate relocation of furniture for a timely completion of the work.
- D. Work shall be phased by floor to accommodate relocation of furniture and equipment from the floor prior to beginning flooring installation on that floor. Each floor must be completed and furniture moved back in place prior to beginning work on another floor.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 09650

RESILIENT FLOORING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes requirements for existing concrete floor preparation, vinyl composition tile, luxury vinyl tile, nosings, transition strips, and rubber base. The extent of resilient flooring and accessories is shown on the drawings and in the finish schedule.

1.2 QUALITY ASSURANCE

- A. The contractor shall investigate existing conditions and report any issues detrimental to the proper installation of products specified in this Section.
- B. Installer/subcontractor shall have a minimum of five (5) years of experience in the installation of resilient flooring and accessories and shall have successfully completed projects of similar size and scope to the work of this project.
- C. Match resilient flooring and base for color and pattern by using products from the same series of cartons in the same sequence as manufactured and packaged.
- D. Installer/subcontractor shall hold a pre-installation meeting with Contractor, Owner's representative and Architect to review products, job conditions, layouts, and coordination procedures prior to beginning floor preparation and installation of resilient flooring.

1.3 SUBMITTALS

- A. Submit floor preparation plans including procedure for removing existing adhesives and preparing existing concrete substrate to receive finish flooring.
- B. Submit floor plan of entire area where work is to be performed indicating proposed layouts, runs, seams, and patterns. Any discrepancies in patterns, jointing or layout with the documents shall be reviewed and resolved with the Architect prior to proceeding with installation.
- C. Submit manufacturer's product data, specifications and installation procedures for each type of resilient flooring item.
- D. Submit written instructions for recommended maintenance practices for each type of resilient flooring and accessories. Submit manufacturers cleaning and maintenance instructions, including a recommended list of cleaning products to be used. Include precautions against materials and methods which may be detrimental to finishes. Clearly annotate any type of cleaning solution or method that should not be used or will cause damage to the product.

- E. Submit installer/subcontractor qualifications and experience record including successfully completed projects of similar size and scope of the work of the project.

1.4 JOB CONDITIONS

- A. Maintain 70 degree F. temperature for a minimum of 48 hours prior to installation and continuously during installation. Maintain 70 degree F temperature after completion of installation as recommended by flooring manufacturer but not less than 48 hours. Maintain a minimum lighting level of 50 foot-candles during installation.

1.5 COORDINATION

- A. Coordinate the work of this Section existing conditions. Verify flooring penetrations, cut outs, junction box locations and other work that may interfere with the proper installation of tile flooring and accessories.

PART 2 PRODUCTS

2.1 TILE FLOORING

- A. Vinyl composition tile: Tile shall be equal to Armstrong Standard Excelon Imperial Texture.
 - 1. Size: As indicated on drawings
 - 2. Thickness: 1/8 inch
 - 3. Color: As indicated on drawings.
 - 4. Equal products of other manufacturers similar in design, color, and texture are acceptable upon conformance to the requirements of this section, submission of substantiating data, and approval by the Architect.
- B. Luxury Vinyl Tile:
 - 1. Manufacturer: As indicated on drawings
 - 2. Style Name: As indicated on drawings
 - 3. Wear layer: 20 mil
 - 4. Overall Thickness: 5 mm
 - 5. Size: As indicated on drawings
 - 6. Color: As indicated on drawings
 - 7. Equal products of other manufacturers similar in design, color, and texture are acceptable upon conformance to the requirements of this section, submission of substantiating data, and approval by the Architect.

2.2 RUBBER BASE

- A. Rubber base shall be Johnsonite Traditional Wall Base or equal.
 - 1. Height: As indicated on drawings
 - 2. Thickness: .125 inch
 - 3. Style: Cove
 - 4. Length: Continuous for length of wall with no seams.
 - 5. Provide preformed inside and outside corners to match base.
 - 6. Color: As indicated on drawings
 - 7. Equal products of other manufacturers similar in design, color, and texture are acceptable upon conformance to the requirements of this section, submission of substantiating data, and approval by the Architect.

2.3 ACCESSORIES

- A. Provide Resilient Edge and Transition Strips, Reducers, Sheet Goods, and Nosings as identified on the drawings as manufactured by Johnsonite or equal.
- B. Provide metal edge protection trims equal to products of Schluter Systems.
- C. Provide adhesives as recommended by VCT flooring manufacturer to suit material and substrate conditions.
- D. Provide adhesives as recommended by rubber base manufacturer to suit substrate conditions.
- E. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.
- F. Provide other accessories as required for a complete and proper installation as indicated on the drawings.

PART 3 EXECUTION

3.1 INSPECTION

- A. Installer must examine the areas and conditions under which resilient flooring and accessories are to be installed and notify the Contractor in writing of conditions detrimental to the installation, product performance, and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.2 PREPARATION

- A. Completely remove existing flooring adhesives and perform floor preparation in strict accordance with the flooring manufacturer's instructions.

- B. Perform moisture tests on concrete slabs to determine that concrete surfaces are sufficiently cured and ready to receive flooring. Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive.
- C. Prior to laying flooring, broom clean or vacuum surfaces to be covered and inspect subfloor. Start of flooring installation indicates acceptance of subfloor conditions and full responsibility for completed work.
- D. Use leveling compound as recommended by flooring manufacturer for filling small cracks and depressions in subfloors. Use a 4'-0" straight edge adjacent to all walls to verify no gaps or depressions will occur upon installation of base materials.

3.3 INSTALLATION

- A. Install flooring after finishing all other construction operations, including preparation have been completed. Moisture content of concrete slabs, building air temperature and relative humidity must be within limits recommended by flooring manufacturer.
- B. Place flooring with adhesive cement in strict compliance with manufacturer's recommendations. Butt tightly to vertical surfaces, thresholds, nosings and edgings. Scribe around obstructions to produce neat joints, laid tight, even, and straight. Extend flooring into toe spaces, door reveals, and into closets and similar openings.
- C. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device. Install flooring on covers for telephone and electrical ducts, and other such items as occur within finished floor areas.
- D. Maintain overall continuity of color and pattern with pieces of flooring installed in these covers. Tightly cement edges to perimeter of floor around covers and to covers. Tightly cement flooring to subbase without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections.
- E. Tile Flooring: Lay tile from center marks established with principal walls, discounting minor off-sets, so that tile at opposite edges of the room are of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Lay tile square to room axis, unless otherwise shown, and in direction of grain or pattern, (straight grain, quarter turn, etc.). Match tiles for color and pattern by using tile from cartons in the same sequence as manufactured and packaged. Cut tile neatly to and around all fixtures. Broken, cracked, chipped or deformed tile are not acceptable.
- F. Tightly cement tile to sub-base without any open cracks, gaps, voids, raising

and puckering at joints, telegraphing of adhesive spreader marks through tile, or other surface imperfections

- G. Accessories: Apply resilient base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in as long lengths as practicable. Tightly bond base to backing throughout the length of each piece, with continuous contact at horizontal and vertical surfaces. Install without any open cracks, gaps, voids, bumps, etc. Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at all unprotected edges of flooring, unless otherwise shown.
- H. Edge Reducer: Install aluminum threshold edge reducer at existing porcelain tile transition to vinyl composition tile.

3.4 CLEANING AND PROTECTION

- A. Perform cleaning and protection operations immediately after completing the tile installation
- B. Remove any excess adhesive or other surface blemishes, using neutral type cleaners as recommended by flooring manufacturer
- C. Sweep or vacuum floor thoroughly.
- D. Do not wash floor until after time period recommended by flooring manufacturer.
- E. Damp-mop tile to remove black marks, soil, etc.
- F. Protect flooring against mars, marks, indentations, scratches and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended by tile manufacturer.

3.5 FINISHING

- A. Apply protective floor polish to VCT tile surfaces that are free from soil, visible adhesives, and surface blemishes.
- B. Use commercially available, metal, cross-linked acrylic product acceptable to the manufacturer.
- C. Coordinate selection of floor polish with Owner's representative and maintenance service.
- D. Do not move heavy objects and sharp objects directly over the tiles. Place plywood or hardboard panels over tiles and under objects while they are being moved. Slide or roll objects over panels without moving the panels.

3.6 FINAL CLEANING

- A. Clean tiles not more than four (4) days prior to dates scheduled for inspections intended to establish date of Substantial Completion in each area of the project. Clean tiles using method recommended by manufacturer.
- B. Strip protective floor polish that was applied after completing installation prior to cleaning and reapply floor polish in sufficient coats after cleaning as recommended by manufacturer.

END OF SECTION

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TO

GENERAL NOTES

1. ALL CONTRACTORS, SUB-CONTRACTORS, SUPPLIERS AND VENDORS SHALL VERIFY EXISTING CONDITIONS AND UTILITIES PRIOR TO SUBMITTING PROPOSALS AND BEGINNING CONSTRUCTION. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO SUBMITTING PROPOSAL.

2. PROTECT EXISTING CONSTRUCTION FROM DAMAGE. PATCH, REPAIR OR REPLACE ANY EXISTING MATERIALS ON FATHER'S FOOT AND TO MATCH AND BE DAMAGED AS A RESULT OF DISRUPTION ON CONSTRUCTION. PATCH OR REPLACE ALL ADJACENT MATERIALS AND FINISHES TO MATCH EXISTING.

3. COORDINATE AND OBTAIN APPROVAL IN ALL POWER AND GAS/UTILITY OUTAGES WITH THE OWNER. COORDINATE CIRCULAR SERVICE INTERRUPTIONS INCLUDING BUT NOT LIMITED TO POWER, GAS, RADIATION, WATER AND FIBER PROTECTION TO AVOID ANY CONFLICT. THE CONTRACTOR SHALL SUBMIT A DETAILED PLAN OF SHUTDOWN PROCEDURES, RISK, SECURITY, AND START UP PROCEDURES.

4. FACILITY EMPLOYEES, SPECIAL BUILDING SYSTEMS, EMERGENCY LIGHTING AND GENERAL LIGHTING SHALL REMAIN OPERATIONAL AT ALL TIMES.

5. OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO ANY WORK.

6. FURNITURE AND EQUIPMENT TO BE REMOVED AND REINSTALLED BY OWNER. CONTRACTOR TO COORDINATE WITH OWNER.

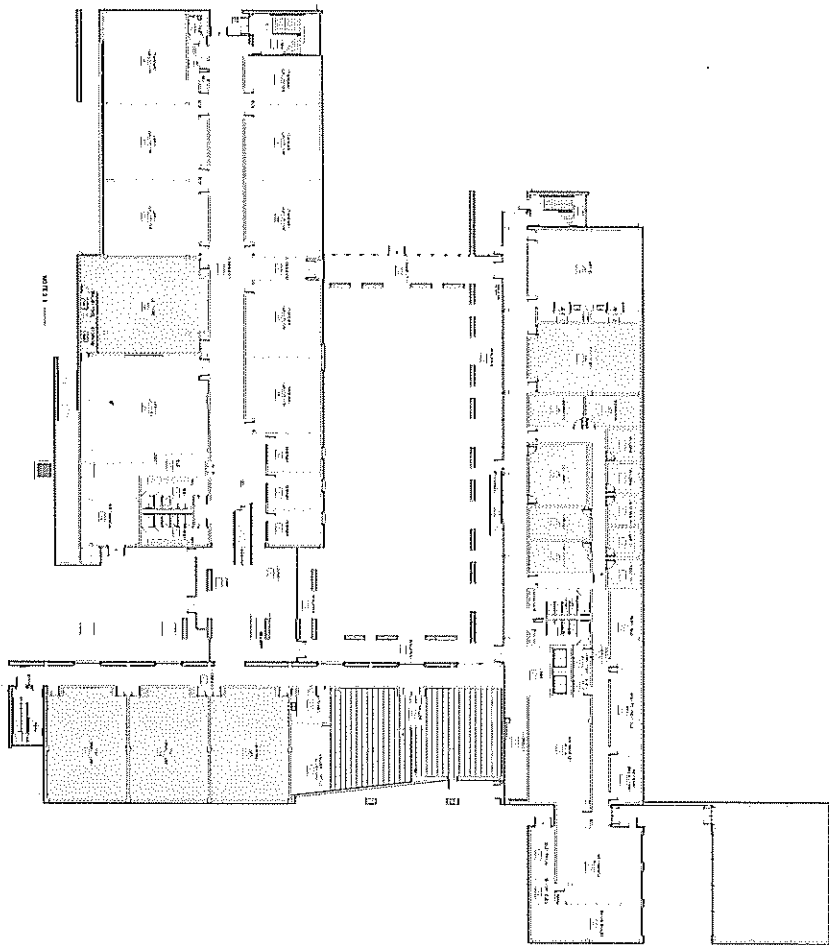
LIST OF DRAWINGS

To: WELLS FERT

#121 FIRST FLOOR PLAN
#122 SECOND FLOOR PLAN
#123 THIRD FLOOR PLAN
#124 FOURTH FLOOR PLAN

1

FIRST FLOOR PLAN
1/8" = 1'-0"



NOTES:

1. ALL EXISTING FLOORING TO BE REMOVED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
2. ALL EXISTING CARPETING TO BE REMOVED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
3. ALL EXISTING TILES TO BE REMOVED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
4. ALL EXISTING WALLS TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
5. ALL EXISTING CEILING TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
6. ALL EXISTING LIGHTING TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
7. ALL EXISTING VENTILATION TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
8. ALL EXISTING DOORS TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
9. ALL EXISTING WINDOWS TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
10. ALL EXISTING STAIRS TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
11. ALL EXISTING ELEVATORS TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
12. ALL EXISTING RESTROOMS TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
13. ALL EXISTING SERVICE AREAS TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
14. ALL EXISTING OUTDOOR AREAS TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
15. ALL EXISTING LANDSCAPING TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
16. ALL EXISTING UTILITIES TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
17. ALL EXISTING ELECTRICAL TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
18. ALL EXISTING MECHANICAL TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
19. ALL EXISTING PLUMBING TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
20. ALL EXISTING HVAC TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
21. ALL EXISTING FIRE PROTECTION TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
22. ALL EXISTING SECURITY TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
23. ALL EXISTING ACCESSIBILITY TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
24. ALL EXISTING SUSTAINABILITY TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
25. ALL EXISTING QUALITY TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
26. ALL EXISTING SAFETY TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
27. ALL EXISTING COMFORT TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
28. ALL EXISTING CONVENIENCE TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
29. ALL EXISTING BEAUTY TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.
30. ALL EXISTING FUNCTIONALITY TO BE REPAIRED AND REFINISHED WITH A 1/8" THICK LAMINATE FLOORING.

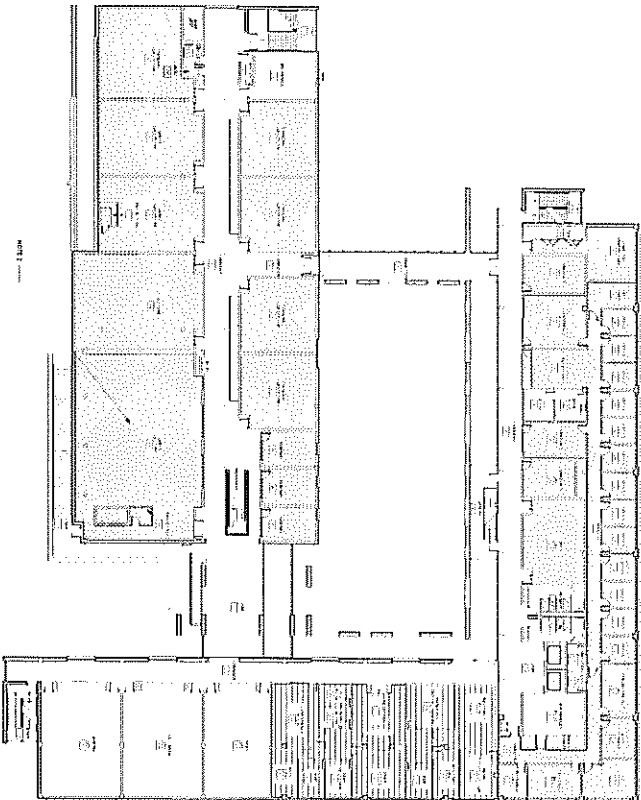
1/8" = 1'-0"

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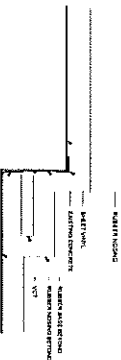


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PROJECT
A121
DATE
1/1/2018
DRAWN
1/1/2018
CHECKED
1/1/2018
APPROVED
1/1/2018



1 SECOND FLOOR PLAN
1/16" = 1'-0"



2 DETAIL
1/16" = 1'-0"

GENERAL NOTES

1. REFER TO ALL DRAWINGS FOR MATERIALS AND FINISHES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
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LEGEND

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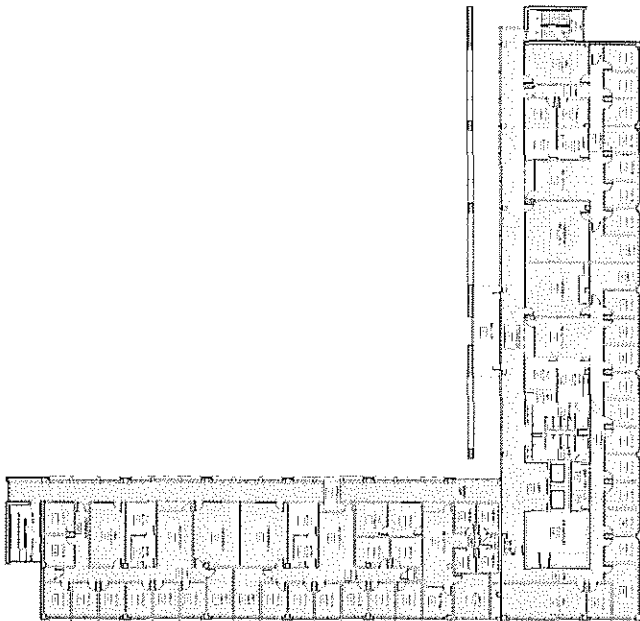
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PROJECT: LIBERAL ARTS BUILDING REFLOORING
SHEET: A122
DATE: 11/11/2011
DRAWN BY: J. DAVIS
CHECKED BY: J. DAVIS
APPROVED BY: J. DAVIS

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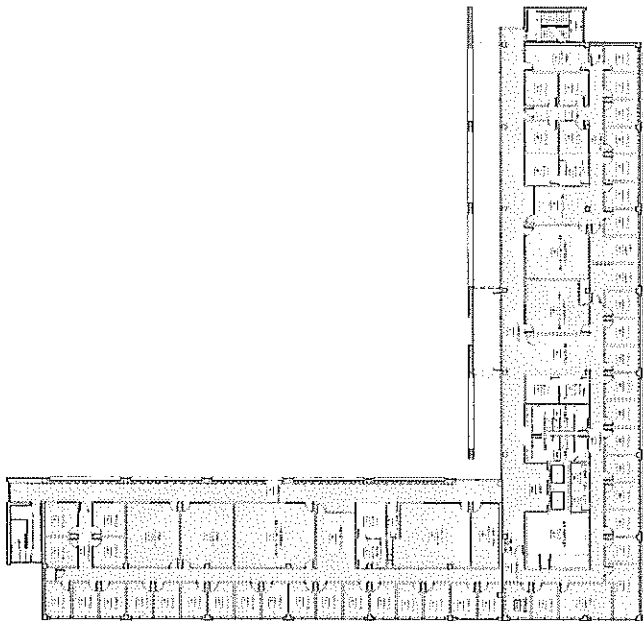
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203.231.3026 • 203.231.7332

THIRD FLOOR PLAN	DATE STUDIED FEBRUARY 11, 2014	DATE REVISITED	DATE ISSUED AND A123
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1
FOURTH FLOOR PLAN
1/8" = 1'-0"



GENERAL NOTES:
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3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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PLAN
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DATE ISSUED
11/11/2011
BY
JLD
A124