

SPECIFICATION SET NO.

**ATHLETIC & ASSEMBLY CENTER  
(AAC) EXTERIOR IMPROVEMENTS**  
JACKSON STATE UNIVERSITY  
Jackson, Mississippi

JSU IFB # 20-04

**Volume 1 of 1**

Divisions 00 - 48

April 15, 2020

**Durrell Design Group, PLLC**  
500-G E. Woodrow Wilson Ave.  
Jackson, Mississippi 39216

P. 601.708.4788  
F. 601.398.3960

DDG PROJECT NO. 19.006



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NOT USED

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NOT USED

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## LEGAL NOTICE

### ADVERTISEMENT FOR IFB

Notice is hereby given that Jackson State University (JSU) is soliciting Competitive Sealed Request for Bids also known as IFB (hereafter called **IFB #19-08**) for **AAC Exterior Improvements**. **IFB's shall be submitted in sealed packaging with one original and five copies to the address shown below. Please state your firm's name, address, submittal deadline, and IFB # (19-08) "AAC Exterior Improvements" and include a completed copy of the following form.**

IFB's will be received at the address below until **3:00 P.M. (CST) on May 19, 2020** at which time bids will be publicly opened and the firm's name will be read aloud at the above specified date and time.

**IFB's must be submitted in sufficient time to be received on or before the deadline date. IFB's received after the deadline date and time cannot be considered and will not be opened. Electronic bids are acceptable.** Failure to have the IFB submitted by the deadline date and time in accordance with the official time as stated shall deem the IFB late and no consideration will be given. The time of arrival is not negotiable nor will it be discussed if any documents are declared late.

All plan holders are required to have a valid email address for registration. Questions regarding website registration and online orders please contact Plan House Printing, (662)407-0193. A nonrefundable deposit of \$150 is required. Bid preparations will be in accordance with *Instructions to Bidders* bound in the Project Manual. Jackson State University reserves the right to waive irregularities and to reject any or all bids.

<b>Bid NO:</b>	<b>19-08</b>
<b>Bid Title:</b>	<b>AAC Exterior Improvements</b>
<b>Deadline Date &amp; Time:</b>	<b>May 19, 2020 at 3:00 pm</b>
<b>Mail or Deliver to:</b>	<b>Jackson State University Paula Nelson, Purchasing Manager Office of Purchasing and Travel 1400 John R. Lynch Street, Post Office Box 170269 Administration Tower 4<sup>th</sup> Floor Jackson, MS 39217</b>

**Bid Package and Information can be accessed at:**

**www.durrelldesigngroupplans.com**

**Mississippi MPTAP <https://www.msccpc.com/>**

**University website: <http://www.jsu.edu/finance/purchasing-and-travel/>**

Published: Clarion Ledger **May 2, 2019, and May 9, 2019**

**SECTION 00001**

**PROJECT TITLE PAGE**

**ATHLETIC & ASSEMBLY CENTER (AAC) EXTERIOR IMPROVEMENTS**

JACKSON STATE UNIVERSITY  
JACKSON, MISSISSIPPI 39217

**OWNER:**

**JACKSON STATE UNIVERSITY**  
JACKSON CAMPUS  
JACKSON, MISSISSIPPI 39217

**ARCHITECT:**

**DURRELL DESIGN GROUP, PLLC**  
500-G E. WOODROW WILSON AVENUE  
JACKSON, MISSISSIPPI 39216  
PH: 601.708.4788  
FAX: 601.398.3960

**CONSULTANTS:**

**SCHULTZ & WYNNE, PA**  
4523 OFFICE PARK DRIVE  
JACKSON, MISSISSIPPI 39206  
PH: 601.982.3313

**END OF PROJECT TITLE PAGE**

## **SECTION 00015**

### **LIST OF DRAWINGS**

#### **INDEX OF DRAWINGS**

**1.01 See Contract Document drawings for the index of all drawings.**

**END OF LIST OF DRAWINGS**

## ADVERTISEMENT FOR BIDS

### SECTION 00000

Sealed bids will be received electronically OR physically delivered to the office of the Jackson State University, 833 Walter Payton Drive, Jackson, Mississippi, 39204, until **2:00:00** p. m. on

Tuesday  
(Day)

May 19, 2020  
(Date)

Project # **19.006**

**AAC EXTERIOR IMPROVEMENTS** (Project Title)  
**Jackson State University** (Using Agency)  
**Jackson, Mississippi** (Location)

at which time they will be publicly opened and read. Plan holders are required to register and order Contract Documents at **www.durrelldesigngroupplans.com**. All plan holders are required to have a valid email address for registration. Questions regarding website registration and online orders please contact Plan House Printing, 607 W. Main Street, Tupelo, MS 38804, (662) 407-0193. Questions regarding bid documents please contact:

**Durrell Design Group, PLLC**  
**500-G E Woodrow Wilson Ave**  
**Jackson, Mississippi 39216**

Phone: **(601) 708-4788**

Email: contact@durrelldesigngroup.com

A nonrefundable deposit of \$ **150** is required. Bid preparation will be in accordance with *Instructions to Bidders* bound in the Project Manual. Jackson State University reserves the right to waive irregularities and to reject any or all bids. **NOTE: Telephones and desks will not be available for bidders use at the bid site.**

Dates of Publication:

**April 16, 2020**

**April 23, 2020**

(modified for electronic submittal effective 1/1/18)



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# INSTRUCTIONS TO BIDDERS

## SECTION 00100

### PART 1 - GENERAL

- 1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the Drawings or Project Manual, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.
- 1.02 **BIDDER'S QUALIFICATIONS:**
- A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
  - B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* must appear on the face of the envelope, or a Certificate of Responsibility number.
  - C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
  - D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number must be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (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 University.
  - C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the University.
  - D. Bidder has defaulted on a previous Contract with the University.
- 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.

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- 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.
- 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. 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.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)
  - C. **Legal Address:** The address appearing on the Proposal Form should be the same address exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>]
  - D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check: (modified Dec 2013 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. <https://www.mid.ms.gov> (or most up-to-date link) (No standard form is required for the Bid Bond.)

## **Division 0**

- B. **Certified Check:** The Bidder may submit a certified check made out to the *Jackson State University, Department of Facilities & Construction 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 fortyfive (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 [durrelldesigngroupplans.com](http://durrelldesigngroupplans.com) 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)

**Jackson State University**  
Paula Nelson, Purchasing Manager  
Office of Purchasing and Travel  
1400 John R. Lynch Street, PO Box 170269  
Administration Tower 4<sup>th</sup> Floor  
Jackson, Mississippi 39217

*(In lower left hand corner)*

Bid for Project # 20-04

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.

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## 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 . . . .

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. . <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). . <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).

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## PART 5 - BIDDER'S CHECKLIST

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

### 5.01 PROPOSAL FORM:

#### 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.msbc.us/Search2.CFM] (see 2.07, 3.01, 5.01, proposal form)

( ) Legal address of the business listed above (at SOS and Contractor's Board)

( ) Correct Certificate of Responsibility Number(s) as it appears in the current Mississippi State Board of Contractors Roster

#### Certificate of Responsibility Number(s) on envelope 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 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

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# PROPOSAL FORM

## SECTION 00300

To: Jackson State University, a Mississippi Institution of Higher Learning  
1400 John R. Lynch Street  
Jackson, Mississippi 39217

Re: 19.006 (DDG) / JSU IFB # 20-04  
**AAC EXTERIOR IMPROVEMENTS**  
JSU – Walter Payton Center  
Jackson, Mississippi

I propose to complete all work in accordance with the Project Manual and Drawings within **100** consecutive calendar days for the sum of:

**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

Provide and install branded logo signage at locations indicated on drawings. Alternate to include all related electrical. \_\_\_\_\_

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

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

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

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

**ACCEPTANCE:**

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

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

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

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

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

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

[<http://www.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)

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

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■ **Mechanical / Plumbing / Electrical Contractors:** (modified Dec 2013 SoS per 10/17/12 Addendum 1 & Feb 2014; 021219 over \$50,000.00)

Regarding said Divisions of the Specifications of the 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 and over \$50,000.00, 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. \_\_\_\_\_

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■ **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

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**Division 0**

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

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

Jackson State University, a Mississippi Institution of Higher Learning  
1400 John R. Lynch Street  
Jackson, Mississippi 39217

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:

**JSU IFB #: AAC EXTERIOR IMPROVEMENTS**

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

OWNER: JACKSON STATE UNIVERSITY

CONTRACTOR:

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

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

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

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

APPROVED AS TO FORM:

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



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

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

**THE WORK**

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

**1.2 THE CONTRACT DOCUMENTS**

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

1.2.2 Project Manual dated \_\_\_\_\_

**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 \_\_\_\_\_

**ARTICLE 2:**

**CONTRACT SUM**

**2.1 CONTRACT SUM**

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

Dollars (\$

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

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

**2.2 LIQUIDATED DAMAGES**

2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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 \_\_\_\_\_ calendar days from the date stated in the *Notice to Proceed*.

**ARTICLE 4: PAYMENTS AND FINAL PAYMENTS**

**4.1 PROGRESS PAYMENTS**

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

**4.2 FINAL PAYMENT**

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

**ARTICLE 5: MISCELLANEOUS PROVISION**

**5.1 DEFINITION OF TERMS**

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

**5.2 CONTRACTOR'S INTEREST IN AGREEMENT**

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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 \*\*\***

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# 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 Jackson State University, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and those  
claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as amended,  
in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_),  
lawful money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these present.

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

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

### II. PERFORMANCE BOND

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

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

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

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

### III. LABOR AND MATERIAL PAYMENT BOND

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

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

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make  
payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due  
the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and  
directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3,

Mississippi Code 1972, Annotated, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

## V. GENERAL CONDITIONS

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

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

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

(Signature) (same person on Bond and Contract page)

SURETY \_\_\_\_\_

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

(Typed Name and Title)

By: \_\_\_\_\_

(Signature)

(Address)

Attorney-in-Fact

(Typed Name)

(Title)

Surety Agent MS Ins Dept License Number: \_\_\_\_\_

(Leave blank if you do not have a Mississippi #)

(City/State/Zip/Phone)

(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:

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.)



## SECTION 00650

### STANDARD CONSTRUCTION CONTRACT

This certificate of insurance neither affirmatively nor negatively

### CERTIFICATE OF INSURANCE

amends, extends, or alters the coverage afforded by the policies below.

<b>INSURED:</b> (Contractor's Name & Address)				<b>COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #</b>	
				<b>A</b>	#
				<b>B</b>	#
				<b>C</b>	#
<b>PROJECT:</b> (Number, Name & Location)				<b>D</b>	#
				<b>E</b>	#
				<b>F</b>	#
<b>OWNER:</b> Jackson State University				<b>G</b>	#
				Companies above must be approved by the MS Ins Dept at <a href="https://www.mid.ms.gov">https://www.mid.ms.gov</a> (or most up-to-date link) per Code & WComp at <a href="http://www.mwcc.ms.gov/">http://www.mwcc.ms.gov/</a> (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
				Bodily Injury (Per Person)	\$ 250,000
				<b>OR</b> 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)				<b>OR</b> 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.					
<b>Producing Agent:</b> (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 <a href="https://www.mid.ms.gov">https://www.mid.ms.gov</a>	

☐ Check if Mississippi Licensed Agent

OR Countersign by Mississippi Licensed Agent

MID Lic #

### Division 0

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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 <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. 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



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# GENERAL CONDITIONS

## SECTION 00700

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Seventeenth Edition, 2017, 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 Jackson State University 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*

**Division 0**

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*in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.*

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

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

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

*In providing materials for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 315-23 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.*

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**Article 4**  
**ARCHITECT**

**4.1 GENERAL**

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

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

**4.2 ADMINISTRATION OF THE CONTRACT**

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

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

**Article 5**  
**SUBCONTRACTORS**

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

**5.2.1 Change the first line of this Subparagraph to read as follows: (modified Jan 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,*

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*bond, job superintendent, job and home office expense. All Subcontractors shall acquiesce to the same requirements when participating in a Change Order.*

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.9 Delete this Subparagraph in its entirety.

## **Article 8** **TIME**

### **8.1 DEFINITIONS**

8.1.2 Change this Subparagraph to read as follows:

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

### **8.3 DELAYS AND EXTENSIONS OF TIME**

8.3.1 Change this Subparagraph to read as follows:

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

## **Article 9** **PAYMENTS AND COMPLETION**

### **9.2 SCHEDULE OF VALUES**

Change this Paragraph to read as follows:

*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.*

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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 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:

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*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:

*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.*

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## 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.*

## 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*

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## Division 0

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*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 &amp; Completed Operations .....</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Personal &amp; Advertising Injury .....</i>	<i>\$ 500,000.00 Per Occurrence</i>
<i>Bodily Injury &amp; 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 &amp; Property Damage .....</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Bodily Injury &amp; Property Damage .....</i>	<i>\$ 500,000.00 Per Occurrence</i>

**.3 AUTOMOBILE LIABILITY:**

*(Owned, Non-owned & Hired Vehicles)*

*Contractor Insurance Option Number 1:*

<i>Bodily Injury &amp; Property Damage .....</i>	<i>\$ 500,000.00 Per Occurrence</i>
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*(Combined Single Limit)*

*Contractor Insurance Option Number 2:*

<i>Bodily Injury .....</i>	<i>\$ 250,000.00 Per Person</i>
<i>Bodily Injury .....</i>	<i>\$ 500,000.00 Per Accident</i>

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Property Damage ..... \$ 100,000.00 Per Occurrence

**.4 EXCESS LIABILITY:**

(Umbrella on projects over \$500,000)

Bodily Injury & Property Damage ..... \$ 1,000,000.00 Aggregate  
(Combined Single Limit)

**.5 WORKERS' COMPENSATION:**

(As required by Statute)

**EMPLOYERS' LIABILITY:**

Accident ..... \$ 100,000.00 Per Occurrence

Disease ..... \$ 500,000.00 Policy Limit

Disease ..... \$ 100,000.00 Per Employee

**.6 PROPERTY INSURANCE:**

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

Installation Floater ..... \$ Equal to Value of Work

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

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

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

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

**11.2 OWNER'S LIABILITY INSURANCE**

Delete this Paragraph in its entirety and substitute the following:

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

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

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

*The Contractor shall purchase....*

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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**

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

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

No supplementary conditions.

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

**15.2 INITIAL DECISION**

15.2.1 Change this Subparagraph to read as follows:

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

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

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

15.2.6 Delete this Subparagraph in its entirety.

15.2..6.1 Delete this Clause in its entirety.

**15.3 MEDIATION**

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.

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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 JACKSON STATE UNIVERSITY**

*All matters of dispute arising out of any agreement with the University for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the University 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 Representative of the University 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 Vice President of the University. 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 Vice President, 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 Vice President of the University, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the President of the University, 1400 John R. Lynch Street, Jackson, MS 39217. 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 President of the University. 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:

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

15.5.5 Add a new Subparagraph as follows:

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

15.5.6 Add a new Subparagraph as follows:

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

15.5.7 Add a new Subparagraph as follows:

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

15.5.8 Add a new Subparagraph as follows:

**SECRETARY FOR THE ARBITRATORS:** All notices, requests, or other correspondence intended for the arbitrators shall be sent to President of the University, 1400 John R. Lynch Street, Jackson, MS 39217.

**AFFIDAVIT CERTIFYING  
PAYMENT TO ALL SUBCONTRACTORS**

Jackson State University  
Facilities and Construction

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 Jackson State University 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: \$

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

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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:

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# **LABOR REQUIREMENTS**

## **SECTION 00820**

### **PART 1 - EQUAL OPPORTUNITY 1.01 GENERAL**

The Contractor will maintain policies of employment as follows:

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

### **PART 2 – FEDERAL REQUIREMENTS**

#### **2.01 APPLICABILITY**

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

### **PART 3 - WAGE RATES**

#### **3.01 GENERAL**

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

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## **ADDENDA**

### **SECTION 00900**

#### **1.01 ADDENDA**

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

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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 Jackson State University 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, to the extent permitted by applicable law, the Owner and Architect shall be responsible for any resulting loss or damage.*

**3.4 LABOR AND MATERIALS**

**3.4.4** Add 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*

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*in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.*

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

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

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

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

**3.16 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**

**3.18.1** 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.*

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## 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

## **Article 9** **PAYMENTS AND COMPLETION**

## 9.2 SCHEDULE OF VALUES

Change this Paragraph to read as follows:

*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*

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*be considered due and payable until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as Owner approval in any way.*

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

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

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

9.6 **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 Add the Subparagraph as follows: (Modified Sept-Dec 2013; SAAS modified 092414)

*The Owner 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*

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*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:

*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:

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*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 DAMAGES FOR DELAY**

**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 reasonable damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner.*

**Article 10**  
**PROTECTION OF PERSONS AND PROPERTY**

**10.2 SAFETY OF PERSONS AND PROPERTY**

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

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

**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)*

*General Aggregate ..... \$ 1,000,000.00 Aggregate*

*Products & Completed Operations ..... \$ 1,000,000.00 Aggregate*

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*Personal & Advertising Injury* ..... \$ 500,000.00 *Per Occurrence*  
*Bodily Injury & Property Damage* ..... \$ 1,000,000.00 *Per Occurrence*  
*Fire Damage Liability* ..... \$ 50,000.00 *Per Occurrence*  
*Medical Expense* ..... \$ 5,000.00 *Per Person*

**.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:**

*Bodily Injury & Property Damage* ..... \$ 1,000,000.00 *Aggregate*  
*Bodily Injury & Property Damage* ..... \$ 500,000.00 *Per Occurrence*

**.3 AUTOMOBILE LIABILITY:**

*(Owned, Non-owned & Hired Vehicles)*

*Contractor Insurance Option Number 1:*

*Bodily Injury & Property Damage* ..... \$ 500,000.00 *Per Occurrence*  
*(Combined Single Limit)*

*Contractor Insurance Option Number 2:*

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

**.4 EXCESS LIABILITY:**

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

*Bodily Injury & Property Damage* ..... \$ 1,000,000.00 *Aggregate*  
*(Combined Single Limit)*

**.5 WORKERS' COMPENSATION:**

*(As required by Statute)*

**EMPLOYERS' LIABILITY:**

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

**.6 PROPERTY INSURANCE:**

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

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

*Contractor shall 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. Contractor shall 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.*

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## 11.2 OWNER'S LIABILITY INSURANCE

Delete this Paragraph in its entirety and substitute the following:

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

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

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

*The Contractor shall purchase....*

11.3.1.2 Delete this Clause under Subparagraph 11.3.1 in its entirety.

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

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

11.3.2 Delete this Subparagraph in its entirety.

11.3.3 Delete this Subparagraph in its entirety.

11.3.4 Delete this Subparagraph in its entirety.

11.3.5 Delete this Subparagraph in its entirety.

11.3.6 Delete this Subparagraph in its entirety.

11.3.10 Change this Subparagraph to read as follows:

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

## **Article 12** **UNCOVERING AND CORRECTION OF WORK**

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.*

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## 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 Add a new subparagraph as follows:

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

### Article 14

#### TERMINATION OR SUSPENSION OF THE CONTRACT

No supplementary conditions.

### Article 15

#### CLAIMS AND DISPUTES

## 15.2 INITIAL DECISION

15.2.5 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 mediation or litigation.*

## 15.3 MEDIATION

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

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

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. Mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

15.3.3 Delete this Subparagraph in its entirety.

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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.

**AFFIDAVIT CERTIFYING  
PAYMENT TO ALL SUBCONTRACTORS**

Jackson State University  
Facilities and Construction

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 Jackson State University 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: \$

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Subcontractor: \_\_\_\_\_Amount: \$

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

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:

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# **LABOR REQUIREMENTS**

## **SECTION 00820**

### **PART 1 - EQUAL OPPORTUNITY 1.01 GENERAL**

The Contractor will maintain policies of employment as follows:

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

### **PART 2 – FEDERAL REQUIREMENTS**

#### **2.01 APPLICABILITY**

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

### **PART 3 - WAGE RATES**

#### **3.01 GENERAL**

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

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## **ADDENDA**

### **SECTION 00900**

#### **1.01 ADDENDA**

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

# **DIVISION 01**

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# SUMMARY OF WORK

## SECTION 01010

### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

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

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The Prime General Contractor will submit to the Owner within seven (7) days from the Notice to Proceed, a completed *Minority Tracking Form* (attached as Exhibit "A" at the end of Division 1 Section 01900) outlining the use of minority subcontractors that will be used on the project.

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

## 1.02 **CONTRACTS**

**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.

# **Division One**

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- E. Move any stored products which interfere with operations of Owner or other Contractors.
  - F. Obtain and pay for use of additional storage or work areas needed for operations.
  - G. Limit use of site for work and storage to the area indicated in the drawings.

1.06 **SUMMARY OF WORK SUPPLEMENT**

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

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## ALLOWANCES

### SECTION 01020

#### 1.01 DESCRIPTION

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

#### 1.02 SCHEDULE OF ALLOWANCES

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



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## SCHEDULE OF VALUES

### SECTION 01025

#### 1.01 DESCRIPTION

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

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# APPLICATIONS FOR PAYMENT

## SECTION 01027

### 1.01 SCOPE

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

### 1.02 APPLICATIONS FOR PAYMENT

A. **Format:**

1. Applications for Payments will be prepared on AIA forms G702 - *Application and Certificate for Payment* and G703 - *Continuation Sheet*; or, a computer generated form containing similar data may be used.

B. **Preparation of Application:**

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

C. **Submittal Procedures:** (#1 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.

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# CHANGE ORDER PROCEDURES

## SECTION 01028

### 1.01 SCOPE

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

### 1.02 CHANGE ORDER PROCEDURES

- A. **Change Proposed by Professional:** The Professional may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor will prepare and submit an estimate within ten (10) days.
- B. **Change Proposed by Contractor:** The Contractor may propose a change by submitting a request for change to the Professional, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01630 entitled *Substitutions and Product Options*.
- C. **Contractor's Documentation:**
1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
  2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
  3. On request, provide additional data to support computations:
    - a. Quantities of products, labor, and equipment
    - b. Taxes, insurance and bonds
    - c. Overhead and profit
    - d. Justification for any change in Contract Time
    - e. Credit for deletions from Contract, similarly documented
  4. Support each claim for additional costs, and for Work completed on a time and material basis, with additional information:
    - a. Origin and date of claim
    - b. Dates and times work was performed and by whom
    - c. Time records and wage rates paid
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- D. **Construction Change Directive:** The Professional may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time. The change in Work will be promptly executed.
- E. **Format:** The Professional will prepare five (5) originals of the Change Order using the 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 predetermined, 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.

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## **ALTERNATES**

### **SECTION 01030**

#### **1.01 DESCRIPTION**

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

#### **1.02 DESCRIPTION OF ALTERNATES**

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

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# PROJECT COORDINATION

## SECTION 01041

### 1.01 DESCRIPTION

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

### 1.02 DUTIES OF PROJECT COORDINATOR

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

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- F. **Application for Payment:** Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

1.03 **SUBCONTRACTOR'S DUTIES**

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

1.04 **OWNER-PURCHASED PRODUCTS**

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

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# CUTTING AND PATCHING

## SECTION 01045

### 1.01 GENERAL DESCRIPTION

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

### 1.02 MATERIALS/PRODUCTS

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

### 1.03 EXECUTION

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

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# PROJECT MEETINGS

## SECTION 01200

### 1.01 DESCRIPTION

- A. **Contractor's Responsibilities:** The General Contractor will administer all progress meetings which include the following:
1. Prepare agenda
  2. Distribute written notice of meetings seven (7) days in advance
  3. Make physical arrangements for and presiding at the meetings
  4. Record minutes
  5. Distribute copies of the minutes to participants within four (4) days
- B. **Pre-Construction Meeting:** The Professional 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 Professional 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

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

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## PROGRESS SCHEDULES

### SECTION 01310

#### 1.01 DESCRIPTION

- A. **Scope:** Provide projected construction schedules for entire work and revise periodically. The following is a minimum requirement and other type schedules are acceptable with Owner's approval. This type of schedule is acceptable for any Project whose initial Contract award amount 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.

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# NETWORK ANALYSIS SCHEDULE

## SECTION 01311

### 1.01 DESCRIPTION

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

### 1.02 REFERENCES

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

### 1.03 QUALITY ASSURANCE

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

### 1.04 FORMAT

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

### 1.05 SCHEDULES

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

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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
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.

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**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.
- 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.

**DISTRIBUTION**

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

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**Division One**

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# SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

## SECTION 01340

### 1.01 DESCRIPTION

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

### Division One

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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.

## Division One

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# TESTING LABORATORY SERVICES

## SECTION 01410

### 1.01 DESCRIPTION

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

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- laboratory's exclusive use for storage and curing of test samples. Notify laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
2. Arrange and pay for additional samples and tests required for Contractor's convenience. When initial tests indicate work does not comply with Contract Documents, the Contractor may employ and pay for the services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing.

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# CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

## SECTION 01500

### 1.01 DESCRIPTION

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

### 1.02 FACILITIES AND CONTROLS

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

## Division One

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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.

## Division One

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# **SUBSTITUTIONS AND PRODUCT OPTIONS**

## **SECTION 01630**

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

### **1.01 DESCRIPTION**

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

### **1.02 PRODUCTS LIST**

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

### **1.03 CONTRACTOR'S OPTIONS**

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

### **1.04 SUBSTITUTIONS**

- A. A product or construction method that varies from a product or construction method specified in one or more consequential characteristics, reference standards, or technical performance requirements shall be considered a substitution.
- B. Professional will not consider requests for substitutions during bidding.
- C. Within thirty (30) days after the Contact has been signed, the Professional will consider formal requests from the Contractor for substitution of products in place of those specified. Submit five (5) copies of the request for substitutions. Include in the request:

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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.
  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.

## **Division One**

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# **STARTING OF SYSTEMS**

## **SECTION 01650**

### **1.01 GENERAL**

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

### **1.02 STARTING SYSTEMS**

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

### **1.03 DEMONSTRATION AND INSTRUCTIONS**

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

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# CONTRACT CLOSEOUT

## SECTION 01700

### 1.01 DESCRIPTION

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

### 1.02 FINAL INSPECTIONS

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

### 1.03 CLOSEOUT DOCUMENTS

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

- A. **Request for Final Payment:** AIA Document G702, current edition, completed in full or a computer generated form having similar data.
- B. **Consent of Surety Company to Final Payment:** AIA Document G707, current edition, completed in full by the Bonding company.
- C. **Power of Attorney:** Closeout documents should be accompanied by an appropriate Power of Attorney.
- D. **Release of Liens and Certification that All Bills Have Been Paid:** AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from any and all claims and/or damages.
- E. **Contractor's Affidavit of Payment of Debts and Claims:** AIA Document G706, current edition, completed in full.
- F. **Guarantee of Work:** Sworn statement that all work is guaranteed against defects in materials and workmanship for one (1) year from date of Owner's acceptance, except where specified for longer periods.
1. Word the Guarantee as follows, or in a similar manner:  
*We hereby guarantee all work performed by us on the above captioned Project to be free from defective materials and workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work.*

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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.

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

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## CLEANING

### SECTION 01710

#### 1.01 DESCRIPTION

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

#### 1.02 PRODUCTS

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

#### 1.03 EXECUTION

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

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# PROJECT RECORD DOCUMENTS

## SECTION 01720

### 1.01 DESCRIPTION

- A. **Scope:** To set forth the procedure and requirements for keeping project record documents.
- B. **Maintenance Documents:** (modified Dec 2013 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.
  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)

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# 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. \_\_\_\_\_

#### 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. \_\_\_\_\_
- 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 **\$ 10,000 (Ten Thousand Dollars)** for use upon Owner's instructions.
- 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

#### Division One

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

#### **PART 4 – TIME EXTENSIONS FOR SEVERE WEATHER**

##### **4.01 GENERAL:**

This provision specifies the procedure for determination of time extension for unusually severe weather. In order for the Owner and architect to award a time extension under this clause, the following conditions must be satisfied.

1. The weather experienced at the project site during the Agreement period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

- 4.02 The contractor's activity duration in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

#### **MONTHLY ANTICIPATED ADVERSE WEATHER DAYS BASED ON FIVE (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(9)	(9)	(9)	(5)	(7)	(7)	(7)	(6)	(4)	(4)	(7)

- 4.03 Upon receipt of the Notice to Proceed (NTP) and continuing through the Agreement, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on the overall project's critical activities for 50 percent or more of the contractor's schedule work day **and register 0.10 inches of rain or more**. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated above, the Owner and Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather days and issue a modification in accordance with the Agreement.
- 4.04 The Contractor must submit each month with his application for payment a separate letter stating that he is requesting an extension of time for abnormally adverse weather or that he has no claim for an extension for that period of time. No payment on a monthly application is due until the letter is received. Complete justification including an analysis verifying that conditions as stated herein above must accompany each request. A Contractor's letter or statement that it was delayed will not be considered as adequate justification. The receipt of this request by the Architect will not be considered as Owner and Architect approval of a time extension in any way.

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

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**Division 1, Section 01010, Exhibit "A"**

Jackson State University,  
Facilities and Construction  
**833 WALTER PAYTON DRIVE • JACKSON, MISSISSIPPI 39217**  
**TEL (601) 979-2522**

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 Jackson State University. This document will aid JSU 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 Jackson State University 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.

---

Jackson State University  
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**

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

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

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

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

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

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

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

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

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

**End of Form**

**Division One**



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## **Division 1, Section 01500, Exhibit “B”**

### **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.

### **PROJECT SIGN**

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

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

### **Division One**

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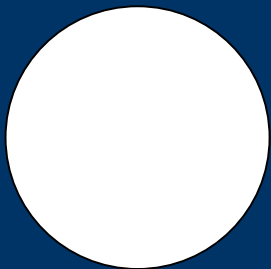
**THIS PROJECT IS FUNDED BY THE TAXPAYERS  
OF  
MISSISSIPPI**

**GOVERNOR PHIL BRYANT**

**PROJECT NAME**

**ARCHITECT**  
ARCHITECT NAME

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



**USING AGENCY NAME**  
HEAD OF USING AGENCY NAME  
GOVERNING BOARD (WHERE  
APPLICABLE)

## **DIVISION 02**

## **SECTION 02 41 19**

### **SELECTIVE DEMOLITION**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.
- B. Abandonment and removal of existing utilities and utility structures.

##### **1.02 RELATED SECTIONS**

- A. Section 01010 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01010 - Summary: Sequencing and staging requirements.
- C. Section 01500 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01700 - Execution Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

##### **1.03 REFERENCE STANDARDS**

- A. 29 CFR 1926- U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2009.

##### **1.04 SUBMITTALS**

- A. See Section 01630 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

##### **1.05 QUALITY ASSURANCE**

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
  - 1. Minimum of 5 years of documented experience.

#### **PART 2 PRODUCTS**

Not Used.

#### **PART 3 EXECUTION**

##### **3.01 SCOPE**

- A. Clean and Prep existing brick and exterior components to receive the new finishes as indicated on drawings
- B. Provide new electrical lighting and components as indicated on drawings. Remove all non-functioning equipment and provide cover plates or infill as required for each condition.
- C. Provide and install special logo signage as detailed on drawings. Coordinate final heights and sizes with Architect.

### **3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Use of explosives is not permitted.
  - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 4. Provide, erect, and maintain temporary barriers and security devices.
  - 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 7. Do not close or obstruct roadways or sidewalks without permit.
  - 8. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - 9. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. If hazardous materials are discovered during removal operations, stop work and notify the Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- G. Perform demolition in a manner that maximizes salvage and recycling of materials.
  - 1. Dismantle existing construction and separate materials.

2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

### **3.03 EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

### **3.04 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  1. Verify that construction and utility arrangements are as shown.
  2. Report discrepancies to the Architect before disturbing existing installation.
  3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
  1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  2. Remove items indicated on drawings.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.

2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  3. Verify that abandoned services serve only abandoned facilities before removal.
  4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
  4. Patch as specified for patching new work.

### **3.05 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

### **END OF SECTION**

## **DIVISION 07**



## **SECTION 07 90 00**

### **JOINT SEALERS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Sealants and joint backing.
- B. Precompressed foam sealers.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 08800 (088000) - Glazing: Glazing sealants and accessories.
- B. Section 09260 (092116) - Gypsum Board Assemblies: Acoustic sealant.
- C. Section 09300 (093000) - Tile: Sealant used as tile grout.

##### **1.03 REFERENCE STANDARDS**

- A. ASTM C834 - Standard Specification for Latex Sealants; 2010.
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2008.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2011.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2010.
- E. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber; 2007.
- F. ASTM D1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell); 2005 (Reapproved 2011).

##### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with other sections referencing this section.

##### **1.05 SUBMITTALS**

- A. See Section 01300 (013000) - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics.

##### **1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum 3 years experience.

## 1.07 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

## 1.08 WARRANTY

- A. See Section 01780 (017800) - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a two year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Silicone Sealants:
  - 1. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
  - 2. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 3. BASF Construction Chemicals-Building Systems; Product Sonolastic Omniseal: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 4. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).
  - 5. Substitutions: See Section 01600 (016000) - Product Requirements.
- B. Polyurethane Sealants:
  - 1. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
  - 2. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 3. Tremco Global Sealants.
  - 4. Substitutions: See Section 01630 – Substitutions and Product Options.
- C. Butyl Sealants:
  - 1. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).
  - 2. Substitutions: See Section 01630 – Substitutions and Product Options.
- D. Acrylic Emulsion Latex Sealants:
  - 1. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
  - 2. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 3. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 4. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).
  - 5. Substitutions: See Section 01630 – Substitutions and Product Options.

### 2.02 SEALANTS

- A. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.

1. Color: Standard colors matching finished surfaces.
  2. Products:
    - a. Product: Chem-Calk 900 manufactured by Bostik.
    - b. Product: Dynatrol 1 manufactured by Pecora Corporation.
    - c. Product: Sonolastic NP-1 manufactured by Sonneborn.
    - d. Product: Dymonic FC manufactured by Tremco, Inc.
    - e. Substitutions: See Section 01630 – Substitutions and Product Options.
  3. Applications: Use for:
    - a. Control, expansion, and soft joints in masonry.
    - b. Joints between concrete and other materials.
    - c. Joints between metal frames and other materials.
    - d. Other exterior joints for which no other sealant is indicated.
- B. Type 2 - Exterior Expansion Joint Sealer:
1. Face color: As selected to match adjacent surfaces.
  2. Size as required to provide watertight seal when installed.
  3. Products:
    - a. Product: Chem-Calk 500 manufactured by Bostik.
    - b. Product: Dynatrol II manufactured by Pecora.
    - c. Product: Sonolastic NP-2 manufactured by Sonneborn.
    - d. Product: Dymkeric 240/240 FC manufactured by Tremco.
    - e. Substitutions: See Section 01630 – Substitutions and Product Options.
  4. Applications: Use for:
    - a. Exterior wall expansion joints.
    - b. Perimeter joints in EIFS walls.
- C. Type 3 - Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.
1. Product: TremPro JS-773 manufactured by Tremco.
  2. Applications: Use for:
    - a. Concealed sealant bead in sheet metal work.
    - b. Concealed sealant bead in siding overlaps.
- D. Type 4 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
1. Color: Standard colors matching finished surfaces.
  2. Products:
    - a. Product: Chem-Calk 600 manufactured by Bostik.
    - b. Product: 60+ Acrylic manufactured by Pecora.
    - c. Product: Sonolac manufactured by Sonneborn.
    - d. Product: Mono manufactured by Tremco.
    - e. Product: Tremco Tremflex 834.
    - f. Substitutions: See Section 01630 – Substitutions and Product Options.
  3. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.
- E. Type 5 - Bathtub/Tile Sealant: White silicone; ASTM C920, Uses I, M and A; single component, mildew resistant.

1. Applications: Use for:
  - a. Joints between plumbing fixtures and floor and wall surfaces.
- F. Type 6 - Acoustical Sealant for Concealed Locations: Permanently tacky non-hardening butyl sealant.
  1. Product: Sealants manufactured by Tremco or Ohio Sealants, Inc..
  2. Applications: Use for concealed locations only:
    - a. Sealant bead between top stud runner and structure and between bottom stud track and floor.
    - b. In non-fire-rated construction, seal around all penetrations by conduit, pipe, ducts, and rough-in boxes.
- G. Type 7 - Interior Floor Joint Sealant: Polyurethane, self-leveling; ASTM C920, Grade P, Class 25, Uses T, M and A; single component.
  1. Color: Standard colors matching finished surfaces.
  2. Products:
    - a. Product: Chem-Calk manufactured by Bostik.
    - b. Product: Urexpan NR-201 manufactured by Pecora.
    - c. Product: Sonolastic SL-1 manufactured by Sonneborn.
    - d. Product: Vulkem 45 manufactured by Tremco (self-leveling floor sealant).
    - e. Substitutions: See Section 01630 – Substitutions and Product Options.
  3. Applications: Use for:
    - a. Expansion joints in floors.
- H. Type 8 - Concrete Paving Joint Sealant: Silicone, self-leveling; ASTM C 920, Class 25, single or multi- component.
  1. Color: Color as selected.
  2. Products:
    - a. Product: Dow Corning #888.
  3. Applications: Use for:
    - a. Joints in sidewalks and vehicular paving.
- I. Type 9 - Silicone Sealant: ASTM C920, Grade NS, Class 25, Uses NT, A, G, M, O; single component, solvent curing, non-sagging, non-staining, fungus resistant, non-bleeding.
  1. Color: Standard colors matching finished surfaces for glazing and exterior metal framing and clear for cabinets, countertops and casework.
  2. Products:
    - a. Product: Chem-Calk 1200 & 2200 manufactured by Bostik.
    - b. Product: 895 manufactured by Pecora.
    - c. Product: Sonolastic Omniseal manufactured by Sonneborn.
    - d. Product: Spectrem 2 manufactured by Tremco.
    - e. Substitutions: See Section 01630 – Substitutions and Product Options.
  3. Applications: Use for:
    - a. Glazing and exterior metal framing (steel and aluminum).
- J. Type 10: Expansion Joints at Exterior Masonry Walls:
  1. Construction Specialties; Wall to Wall ColorJoint System, VF-100, (1- inch joint).
  2. Color to be selected from manufacturers standard colors to match brick and/or Architectural Masonry Units.

## **2.03 ACCESSORIES**

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker where joint backing is not used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- H. Tool joints concave.
- I. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

### **3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

### **3.05 PROTECTION**

- A. Protect sealants until cured.

### **3.06 SCHEDULE**

- A. Exterior Joints for Which No Other Sealant Type is Indicated: Type 1; colors as selected.
- B. Control and Expansion Joints in Paving: Type 8.
- C. Exterior Wall Expansion Joints: Type 2.
- D. Control, Expansion, and Soft Joints in Masonry, and Between Masonry and Adjacent Work: Type 1.
- E. Lap Joints in Exterior Sheet Metal Work: Type 3.
- F. Joints Between Exterior Metal Frames and Adjacent Work (except masonry): Type 1.
- G. Under Exterior Door Thresholds: Type 1.
- H. Interior Joints for Which No Other Sealant is Indicated: Type 4; colors as shown on the drawings.
- I. Control and Expansion Joints in Interior Concrete Slabs and Floors: Type 6.
- J. Joints Between Plumbing Fixtures and Walls and Floors: Type 5.
- K. In STC-Rated Walls, Between Metal Stud Track/Runner and Adjacent Construction: Type 6.
- L. Exterior window frame to glass locations: Type 9
- M. Expansion Joints in Exterior Masonry Walls: Type 10.

### **END OF SECTION**

## **DIVISION 09**

## **SECTION 09 90 00**

### **PAINTS AND COATINGS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
  - 1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
  - 2. Elevator pit ladders.
  - 3. Exposed surfaces of steel lintels and ledge angles.
  - 4. Mechanical and Electrical:
    - a. In finished areas, paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
    - b. In finished areas, paint shop-primed items.
    - c. Paint interior surfaces of air ducts and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
    - d. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
  - 6. Marble, granite, slate, and other natural stones.
  - 7. Floors, unless specifically so indicated.
  - 8. Ceramic and other tiles. 9. Glass.
  - 10. Acoustical materials, unless specifically so indicated.
  - 11. Concealed pipes, ducts, and conduits.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 09260- Gypsum Board Assemblies.

##### **1.03 REFERENCE STANDARDS**



- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2011a.
- C. ASTM D4442- Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.
- D. SSPC (PM1)- Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings; Fourth Edition.

#### **1.04 SUBMITTALS**

- A. See Section 01300 -Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "drop" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
- D. Samples: Submit two paper chip samples, 8-1/2 x 11 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.
- E. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- F. Manufacturer's Instructions: Indicate special surface preparation procedures.
- G. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01600 - Product Requirements, for additional provisions.
  - 2. Extra Paint and Coatings: at the end of each phase, provide 1 gallon of each color and type for each building; label can to identify each building and store where directed.
  - 3. Label each container with color in addition to the manufacturer's label.

#### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years documented experience.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

#### **1.07 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. Base Manufacturer: As a "Standard of Quality", the work of this Section is based on products of Sherwin Williams. The following manufacturers are acceptable only after compliance with requirements of this section and color selections:.
  - 2. Benjamin Moore
  - 3. Other manufacturers and products of equal quality.

#### **2.02 PAINTS AND COATINGS - GENERAL.**

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
  - 1. Provide coatings that comply with the most stringent requirements specified in the following:
    - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
    - b. Architectural coatings VOC limits of Louisiana.
    - c. See Section 01740 for Low-Emitting Paints and Coatings VOC requirements.
  - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- E. Colors: As indicated on drawings
  - 1. Extend colors to surface edges; colors may change at any edge as directed by Architect.
  - 2. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

## **2.03 PAINT SYSTEMS- EXTERIOR**

- A. Wood, Opaque, Latex, 3 Coat:
  - 1. One coat of latex primer sealer.
    - a. Sherwin Williams; Exterior Latex Wood Primer, B42W8041.
  - 2. Satin: Two coats of latex satin:
    - a. Sherwin Williams; Superpaint Exterior Latex Acrylic Satin, A89 Series.
- B. Masonry/Concrete, Opaque, Latex, 3 Coat:
  - 1. The Contractor shall provide two (2) coats of block filler min. or as required (roller application) to fill block surface with a solid coat of filler which penetrates holes, surface imperfections, etc. and seals the block surface prior to application of paint. The Architect shall approve the block filler application prior to application of any paint finish.
  - 2. Block Filler.
    - a. Sherwin Williams; Heavy Duty Block Filler, B42W46
  - 3. Semi-gloss: Two coats of latex enamel.
    - a. Sherwin Williams; Superpaint Exterior Acrylic Satin, A89 Series.
- C. Ferrous Metals, Unprimed, Alkyd, 3 Coat:
  - 1. One coat of primer.
    - a. Sherwin Williams; Kem Kromik Universal Metal Primer, B50Z Series.
  - 2. Gloss: Two coats of; Water Based Acrylic Polyurethane.
    - a. Sherwin Williams; Pro Industrial Waterbased Aroclon 100, B65-720

Series.

- D. Galvanized Metals, Alkyd, 3 Coat:
  - 1. One coat galvanize primer.
    - a. Sherwin Williams; Pro Industrial ProCryl Universal Acrylic Primer, B66-310 Series.
  - 2. Gloss: Two coats of; Waterbased Acrylic Polyurethane.
    - a. Sherwin Williams; Pro Industrial Waterbased Arolon 100, B65-720 Series.
- E. Aluminum, Unprimed, Alkyd, 3 Coat:
  - 1. One coat etching primer.
    - a. SherwinWilliams; DTM Wash Primer, B71Y1
  - 2. Gloss: Two coats of; Aliphatic Polyurethane.
    - a. Sherwin Williams; Pro Industrial Waterbased Arolon 100, B65-720 Series.

## **2.04 PAINT SYSTEMS - INTERIOR**

- A. Wood, Opaque, Alkyd, 3 Coat:
  - 1. One coat alkyd primer sealer.
    - a. Sherwin Williams; ProBlock Interior Oil Based Primer, B79W8810
  - 2. Semi-gloss: Two coats of alkyd enamel.
    - a. Sherwin Williams; ProMar 200 Alkyd, B34-200 Series
- B. Wood, Opaque, Latex, 3 Coat:
  - 1. One coat of latex primer sealer.
    - a. Sherwin Williams; ProBlock Interior/Exterior Latex Primer, B51-620 Series.
  - 2. Semi-gloss: Two coats of latex enamel.
    - a. Sherwin Williams; ProMar 200 Zero VOC Interior Latex Semi-Gloss, B31-2650 Series.
- C. Wood, Transparent, Varnish, No Stain:
  - 1. One coat sealer.
    - a. Sherwin Williams Grain Filler, D70T1
  - 2. Satin: Two coats of varnish.
    - a. Sherwin Williams; Wood Classics Polyurethane Varnish, A67 Series.
- D. Wood, Transparent, Varnish, Stain:
  - 1. Filler coat (for open grained wood only).
    - a. Sherwin Williams Grain Filler, D70T1
  - 2. One coat of stain.
    - a. Sherwin Williams; Wood Classics Interior Oil Stain, A49 Series.
  - 3. Two coats of varnish.
    - a. Sherwin Williams; Wood Classics Polyurethane Varnish, A67 Series.
- E. Concrete/Masonry, Opaque, Latex, 3 Coat:
  - 1. The Contractor shall provide two (2) coats of block filler min. or as required (roller application) to fill block surface with a solid coat of filler which penetrates holes, surface imperfections, etc. and seals the block surface

- prior to application of paint. The Architect shall approve the block filler application prior to application of any paint finish.
- a. Sherwin Williams; Heavy Duty Block Filler, B42W46.
2. Semi-gloss: Two coats of latex enamel.
    - a. Sherwin Williams; ProMar 200 Zero VOC Interior Latex Semi-Gloss, B31-2650 Series.
- F. Ferrous Metals, Unprimed, Alkyd, 3 Coat:
1. One coat of alkyd primer.
    - a. Sherwin Williams; Kem Kromik Universal Metal Primer, B50Z Series.
  2. Gloss: Two coats of alkyd urethane enamel.
    - a. Sherwin Williams; Pro Industrial Waterbased Alkyd Urethane, B53-1050 Series.
- G. Ferrous Metals, Primed, Alkyd, 3 Coat:
1. Touch-up with alkyd primer.
    - a. Sherwin Williams; Kem Kromik Universal Metal Primer, B50Z Series.
  2. Semi-gloss: Two coats of alkyd enamel.
    - a. Sherwin Williams; Pro Industrial Waterbased Alkyd Urethane, B53-1050 Series.
- H. Galvanized Metals, Alkyd, 3 Coat:
1. One coat galvanize primer.
    - a. Sherwin Williams; Pro Industrial ProCryl Universal Acrylic Primer, B66-310 Series.
  2. Semi-gloss: Two coats of alkyd enamel.
    - a. Sherwin Williams; Pro Industrial Waterbased Alkyd Urethane, B53-1050 Series.
- I. Concrete/Masonry, Epoxy Enamel, 3 Coat Epoxy Eg-Shel -To be used on all concrete masonry walls receiving epoxy paint as noted on the drawings:
1. The Contractor shall provide two (2) coats of block filler min or as required (roller application) to fill block surface with a solid coat of filler which penetrates holes, surface imperfections, etc. and seals the block surface prior to application of paint. The Architect shall approve the block filler application prior to application of any paint finish.
    - a. One coat of catalyzed epoxy primer.
    - b. Sherwin Williams; Heavy Duty Block Filler, B42W46.
  2. Epoxy Egshel: Two coats; Epoxy Enamel.
    - a. Sherwin Williams; Pro Industrial Waterborne Catalyzed Epoxy, B73-360.
- J. Gypsum Board/Plaster, Latex, 3 Coat:
1. Qne coat of latex primer sealer.
    - a. Sherwin Williams; ProMar200 Zero VOC interior latex primer, B28W2600.
  2. Eggshell: Two coats of latex enamel; Eg-Shel to be used on gypsum walls as noted in drawings.
    - a. Sherwin Williams; ProMar 200 Zero VOC egshel, B20-2650 Series.
- K. Gypsum Board/Plaster, Latex, 3 Coat - Flat: To be used on all gypsum board ceilings unless otherwise noted on the drawings.
1. One coat of latex primer sealer.
    - a. Sherwin Williams; ProMar 200 Zero VOC interior latex primer, B28W2600.

2. Flat: Two coats of latex enamel.
  - a. Sherwin Williams; ProMar200 Zero VOC interior latex Flat, B30-2650 Series.
- L. Gypsum Board/Plaster, Latex, 3 Coat - Epoxy Eggshell: To be used on all gypsum board walls receiving epoxy paint as noted on the drawings.
  1. One coat of latex primer sealer.
    - a. Sherwin Williams; ProMar 200 Zero VOC interior latex primer, B28W2600.
  2. Epoxy Egg-Shell, Two coats.
    - a. Sherwin Williams; Pro Industrial Waterborne Catalyzed Epoxy, B73-360.
- M. Gypsum Board/Plaster, Microbicial Latex, 3 coat – Egshel.
  1. One coat of latex primer sealer.
    - a. Sherwin Williams; ProMar 200 Zero VOC interior latex primer, B28W2600.
  2. Microbicial Egshel, Two coats.
    - a. Sherwin Williams; Paint Shield Microbicial latex paint, D12 Series
- N. Gypsum Board/Plaster, Precatalyzed Waterbased epoxy, 3 coat – Egshel.
  1. One coat of latex primer sealer.
    - a. Sherwin Williams; ProMar 200 Zero VOC interior latex primer, B28W2600.
  2. PreCatalyzed Waterbased Epoxy, Two coats.
    - a. Sherwin Williams Pro Industrial PreCatalyzed Waterbased Epoxy Egshel, K45 Series.
- O. Exposed Ceiling: Use this finish on all high bay ceiling areas where there is exposed mechanical ductwork, piping, railing, etc. within sightline throughout the openings in the ceilings.
  1. Finish Coat:
    - a. Sherwin Williams; Pro Industrial Waterborne Acrylic Dryfall, B42-80 Series.
- O. ACCESSORY MATERIALS
  1. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
  2. Patching Material: Latex filler.
  3. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Existing painted surfaces:
  1. Prior to start of work, verify the existing paint surface to confirm of specified products.
- D. Examine surfaces scheduled to be finished prior to commencement of work.

Report any condition that may potentially affect proper application.

- E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- F. Test shop-applied primer for compatibility with subsequent cover materials.
- G. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Gypsum Wallboard: 12 percent.
  - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
  - 3. Interior Wood: 15 percent, measured in accordance with ASTM 04442.
  - 4. Exterior Wood: 15 percent, measured in accordance with ASTM 04442.
  - 5. Concrete Floors and Traffic Surfaces: 8 percent.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing coatings that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- I. Existing Painted Surfaces: See Below.
- J. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- K. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- L. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous.

Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

- M. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- N. Interior Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.
- O. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- P. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.
- Q. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

### **3.03 APPLICATION**

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- C. Apply products in accordance with manufacturer's instructions.
- D. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- E. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- F. Apply each coat to uniform appearance.
- G. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- H. Sand wood and metal surfaces lightly between coats to achieve required finish.
- I. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- J. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- K. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.



### **3.04 EXISTING PAINTED SURFACES**

- A. All existing hollow metal door frames, hollow metal doors, hollow metal trim, interior handrails, and metal stair treads/risers/adjoining accessories shall be prepared as follows:
  - 1. Clean and de-gloss existing surface using Ease Liquid Sandpaper as manufactured by Kleanstrip.
    - a. Surface shall be free of any contamination including: wax, oil, dirt, grease, etc.
  - 2. Where paint is peeling; scrape and sand surface so that edges are beveled down to receive new paint finish.
- B. All existing Concrete Masonry Walls shall be prepared as follows:
  - 1. Clean and de-gloss existing surface using Ease Liquid Sandpaper as manufactured by Kleanstrip.
    - a. Surface shall be free of any contamination including: wax, oil, dirt, grease, etc.
  - 2. Where paint is peeling; scrape and sand surface so that edges are beveled down to receive new paint finish.
- C. Existing gypsum/plaster to receive new paint.
  - 1. Substrate must be clean, dry and free of dirt, dust, oil, grease, wax, soap scaling paint, water soluble materials and mildew.
  - 2. Remove any peeling or scaling paint and sand these areas to feather edges smooth with adjacent surfaces. Glassy areas shall be dulled. Drywall surfaces must be free of sanding dust.
  - 3. All the above shall be completed before applying new product.
- D. Existing wood trim to receive new stain.
  - 1. All previous coatings shall be completely removed; then substrate shall be sanded to receive new finish.
  - 2. Surfaces shall be clean and dry before applying new product.

### **3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### **3.06 PROTECTION**

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

### **3.07 SCHEDULE- COLORS**

- A. See Drawings for color selection schedule.

### **END OF SECTION**

# **DIVISION 10**

## **SECTION 10 14 00**

### **SIGNAGE**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Room and door signs
- B. Interior directional and informational signs.
- C. Cast Dimensional letters.
- D. Building Plaque

##### **1.02 REFERENCE STANDARDS**

- A. 36 CFR 1191 - Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; Final Rule; current edition; (ADA Standards for Accessible Design).
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.

##### **1.03 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- C. Signage Schedule: To be furnished at a later date by Owner.
  - 1. When content of signs is indicated to be determined later, request such information from Owner through Architect at least 1 months prior to start of fabrication; upon request, submit preliminary schedule.
  - 2. Submit for approval by Owner through Architect prior to fabrication.
- D. Samples: Submit two samples of each type of sign, of size similar to that required for project, illustrating sign style, font, and method of attachment.
- E. Selection Samples: Where colors are not specified, submit two sets of color selection charts and chips.
- F. Verification Samples: Submit samples showing colors specified.
- G. Manufacturer's Installation Instructions: Include installation templates and attachment devices.

##### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Package signs as required to prevent damage before installation.
- B. Store tape adhesive at normal room temperature.

#### **PART 2 PRODUCTS**

## 2.01 MANUFACTURERS

### A. Flat Signs:

1. Best Sign Systems, Inc; Product Product Static Signage: [www.bestsigns.com](http://www.bestsigns.com).
2. Mohawk Sign Systems, Inc; Product Product Static Signage: [www.mohawksign.com](http://www.mohawksign.com).
3. ASI Modulex Signage; Product Static Signage: [www.asimodulelx.com](http://www.asimodulelx.com).
4. Other manufacturers and products of equal quality.

### B. Dimensional Letter Signs:

1. Cosco Industries; Cast Aluminum: [www.coscoarchitecturalsigns.com](http://www.coscoarchitecturalsigns.com).
2. InPro Corporation S600-060: [www.inprocorp.com](http://www.inprocorp.com).
3. Other manufacturers and products of equal quality.

## 2.02 SIGNAGE APPLICATIONS

- A. Accessibility Compliance: All signs are required to comply with ADA Standards for Accessible Design and ANSI/ICC A 117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.
- B. Room and Door Signs: Signage schedule to be provided by Architect/Owner.
1. Sign Type: Flat signs with engraved panel media as specified.
    - a. ES/MP Melamine Plastic Laminate approximately 1/8 inch thick with contrasting core color.
    - b. Signs shall be non-static, fire-retardant and self-extinguishing.
    - c. The plastic shall be impervious to most acids, alkaline, alcohol, solvents, abrasion and boiling water.
  2. Provide "tactile" signage, with letters raised minimum 1/32 inch and Grade II braille.
    - a. Signs shall be one-piece construction.
    - b. Glue-on letters or etched backgrounds are not acceptable.
    - c. Braille shall be separated 1/2 inch from corresponding raised characters or symbols.
    - d. Braille shall be provided by sign manufacturer.
  3. Sign Height: See Schedule inches, unless otherwise indicated.
  5. EXITS: See Type A, identify with signage each exit door; [ref: 2006 IBC 1011.2 & 2010 ADA Standards for Accessibility Design, **Section 216.4.1 Exit Doors**; *Doors at exit passageways, exit discharge, and exit stairways shall be identified by tactile signs complying with 703.1, 703.2 and 703.5.*]

## 2.03 ROOM SIGN TYPES

- A. Type A: 6" x 6" Room Sign with two lines for room name and number.
1. Quantity: 54
- B. Type B: 6" x 6" Room Sign with changeable 2"x6" window. Window inserts provided by owner.
1. Quantity: 4

- C. Type C: 8" x 8" Rest Room Sign designed ADA-4 with a 4" accessibility symbol, gender symbol and the verbal description placed directly below, followed by glass raster Grade 2 Braille.
  - 1. Quantity: 6
- D. Flat Signs: Signage media without frame.
  - 1. Edges: Square.
  - 2. Corners: Square.
  - 3. Borders: None.
- E. Color and Font: Unless otherwise indicated:
  - 1. Character Font: Helvetica Medium.
  - 2. Character Case: Upper case only.
  - 3. Size: 5/8 inch.
  - 4. Size at Restroom Signs: 3/4 inch.
  - 5. Copy Position: Center justified.
  - 6. Background Color: to be selected by Architect from manufacturer's standards. Non-glare finish.
  - 7. Character Color: Contrasting background color to be selected from manufacturer's standards. Non-glare finish.
- F. Mounting shall be manufacturer's standard vinyl tape mounting utilizing double-sided foam tape, minimum 1/16 inch thick.

## **2.05 EXTERIOR AND INTERIOR CAST METAL DIMENSIONAL LETTERS**

- A. Metal Letters:
  - 1. Materials: Aluminum casting with brushed aluminum face and sides.
  - 2. Finish: Brushed, satin.
  - 3. Mounting: Concealed screws. Stud mount as directed by Architect.
  - 4. Locations: See drawings for locations, fonts and letter heights.

## **2.06 APPLIED VINYL LETTERS**

- A. Font: See drawings.
- B. Mounting Method: Pressure sensitive adhesive.
- C. Acceptable product: Gemini High Performance 3-M Vinyl Letters.
- D. Graphic Material: 2 mil cast vinyl film, of integral color as selected by Architect from manufacturer's standard options.
- E. Letter size: See drawings.

## **2.06 PLAQUES**

- A. Metal Plaques
  - 1. Product: Cast Aluminum.
  - 2. Size 24" x 36" maximum.
  - 3. Description: Single line bevel edge border, smooth faced raised letter and stipple finish, with concealed attachments equal to Matthews. Wording furnished at later date by Owner and Architect. Wording to include: Project Name, Construction Year, Names of Board Members, President, Architect, and General Contractor. The contractor shall furnish and install the building plaque

- and shall allow for minor variations from these specifications, which may develop in final determination of wording without any additional cost to Owner.
4. Color: Selected from manufacturer's standard aluminum colors.

## **2.07 ACCESSORIES**

- A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Tape Adhesive: Double sided tape, permanent adhesive.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Locate signs where indicated:
  1. Height Above Finish Floor or Ground. Tactile characters on signs shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character. (Ref: 2010-ADA 703.4) The Contractor shall set all signs starting at the 60-inches referenced in the preceding ADA Standard regulations. The sign shall be located so that 2-inches of clear wall space occurs between the sign's edge and the edge of the door's frame.
  2. Location: Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side. Where a tactile sign is provided at double doors with one active leaf, the sign shall be located on the inactive leaf. Where a tactile sign is provided at double doors with two active leaves, the sign shall be located to the right of the right hand door. Where there is no wall space at the latch side of a single door or at the right side of double doors, signs shall be located on the nearest adjacent wall. Signs containing tactile characters shall be located so that a clear floor space of 18 inches minimum by 18 inches minimum, centered on the tactile characters, is provided beyond the arc of any door swing between the closed position and 45 degree open position. EXCEPTION: Signs with tactile characters shall be permitted on the push side of doors with closers and without hold-open devices. (Ref: 2010-ADA 703.4)
  3. If no location is indicated obtain Owner's instructions.
- D. Protect from damage until Substantial Completion; repair or replace damage items.

## **END OF SECTION**