

**Bureau of Building,  
Grounds and  
Real Property  
Management**

**MISSISSIPPI**



**BOB MANUAL**

**June 2011 Edition**

# **Procedure Manual**

**Bureau of Building,  
Grounds and  
Real Property Management**

June 2011 Edition

Haley Barbour, Governor  
State of Mississippi

Charles R. Snowden, Director June 30, 2011  
Glenn R. Kornbrek, Director July 1, 2011  
Bureau of Building, Grounds  
and Real Property Management

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**THIS 2011 MANUAL EDITION DOES NOT ADDRESS ANY CHANGES  
RESULTING FROM THE 2010 “BRICKS” SYSTEM.  
END RESULTS OF PROCEDURES DID NOT CHANGE – JUST THE WAY TO SUBMIT  
THEREFORE, USE “BRICKS” WHEN APPROPRIATE.**

**(there are some forms on the BoB Web link entitled BOB FORMS that can be filled in on line)**

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# General

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## **SECTION 100: GENERAL**

### **100.1**

#### **PLANNING & CONSTRUCTION MANUAL**

This Manual has been assembled as an informative guide for the lay person as well as the Professional who from time to time works with the Bureau of Building, Grounds and Real Property Management of the Department of Finance and Administration's Division of General Services in initiating, programming, designing, constructing and inspecting projects for the State of Mississippi.

### **100.2**

#### **INFORMATIONAL DATA**

The Data assembled herein is for informational purposes. Any deviation will require prior approval from the Bureau of Building, Grounds and Real Property Management. Careful adherence to these procedures will expedite all phases of a Project and permit an orderly approach to providing physical facilities necessary for furthering the programs of Using Agencies which serve the people of the State of Mississippi.

### **100.3**

#### **DURATION**

This Procedure Manual, when approved by the Public Procurement Review Board, shall be in effect as written until amended or repealed by the Board.

\* \* \* \* \*

First Edition - April 1, 1979

**SBC PROCEDURE MANUAL**

Second Edition - January 1, 1981

**SBC PROCEDURE MANUAL**

Third Edition - July 2, 1984

**GS PLANNING AND CONSTRUCTION MANUAL**

Fourth Edition - March 4, 1985

**GS PLANNING AND CONSTRUCTION MANUAL**

Fifth Edition - January 1995/Revised 1996

**BOB MANUAL**

Sixth Edition – June 2011

**BOB MANUAL** (part of DFA Manual per SoS September 2010 Procedure)

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## 100.4

### MANUAL ABBREVIATIONS/DEFINITIONS

The following abbreviations/definitions are used throughout this Manual for the sake of brevity:

**ACM:** Asbestos Containing Materials

**Addendum/Addenda:** Supplementary information to bidding documents when becomes part of a Contract

**Additional Services:** Additional data procured from a Professional

**A/E:** Architect or Engineer

**Alternate:** An increase or decrease to the Base Bid

**Appropriation:** Funding authorized by the Legislature

**Arbitrage:** Penalty for failure to expend bond funds within three (3) years

**Arbitration:** A hearing and judgement by an impartial judge

**Asbestos Abatement:** Removal of asbestos containing materials

**Award:** Approval of a Contract or payment

**Basic Services:** Essential planning elements assigned by the Bureau of Building, Grounds and Real Property Management which will be performed by a Professional

**Bid Proposal:** A bid submission

**Bid Security:** A Bidder's show of faithful performance

**Bidding Phase:** The publication of an *Advertisement for Bids* in a local newspaper, the required waiting period and the actual opening of bids received

**BOB:** Bureau of Building, Grounds and Real Property Management

**Bond Bill:** Legislative action approving and authorizing the sale of General Obligation Bonds

**Bureau:** Bureau of Building, Grounds and Real Property Management

**Bureau Staff:** Personnel of the Bureau of Building, Grounds and Real Property Management

**CDPA:** Central Data Processing Authority

**Change Order:** A change to a Construction Contract

**CI:** Capital Improvement

**CO:** Change Order

**Completion Date:** A calendar date establishing a deadline for completion

**Consultant:** Specialty Firm hired by the Professional

**Contract:** Legal agreement between, or among, entities

**Contract Documents:** The entire Agreement between parties to a Contract which includes the Project Manual and Drawings

**Contractor:** A party responsible for building, repairing and/or renovating a facility

**CPM:** Critical Path Method as relating to construction

**CSI:** Construction Specification Institute

**Design Development Documents:** An initial phase of planning

**DFA:** Department of Finance and Administration

**Director:** Director of the Bureau of Building, Grounds and Real Property Management

**Documents:** Construction Documents

**Drawings:** Detailed sketches of Work to be accomplished

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**Emergency:** An unforeseen occurrence damaging facilities and necessitating immediate action

**Extra Services:** Additional planning elements assigned by the Bureau of Building, Grounds and Real Property Management which will be performed by the Professional

**F&E:** Furniture and Equipment

**Fee:** A charge for a Professional service

**Funds Available:** Source of revenue supporting a Project

**GC:** General Contractor

**GO:** General Obligation Bonds

**GS:** Office of General Services

**HB:** House Bill

**HCM:** Hazardous Containing Materials

**In House:** A function performed by the Using Agency

**Inspection:** Review of a Project for Contractual compliance

**Job Superintendent:** Construction personnel in charge of the construction process

**LA:** Land Acquisition

**LBO:** Legislative Budget Office

**LI:** Line Item

**Liquidated Damages:** Monetary penalty for missing the completion date

**Manual:** Planning and Construction Manual of Procedures

**Notice to Proceed:** Beginning date for construction established by the Bureau of Building, Grounds and Real Property Management's Staff Inspector and the Contractor

**OT:** Other Award

**OP:** Other Professional Award

**Outside Funds:** Funds transferred to the Bureau from a Using Agency

**Owner:** Bureau of Building, Grounds and Real Property Management

**Power of Attorney:** A legal document authorizing an attorney to act for a Contractor

**PP:** Preplanning

**PPRB:** Public Procurement Review Board

**Preconstruction Meeting:** Preliminary meeting prior to the commencement of construction

**Professional:** Contracted Architect or Engineer

**Program Phase:** Preliminary planning phase

**Progress Meeting:** Periodic meetings during construction phase

**Project:** Specific plan or undertaking initiated by the Bureau of Building, Grounds and Real Property Management

**Project Budget:** Financial statement regarding the administration of a Project's funds based on estimates and actual expenditures

**Project Funds:** Money set aside for a specific Project

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**Project Manual:** A narrative manual prepared by a Professional for a Project including bidding requirements, Agreement, Bonds, Certificates, Conditions of the Contract and Specifications

**Project Number:** A six (6) digit number assigned by the Bureau identifying a specific institution and a specific project

**Proposal Form:** A legal document indicating a Bidder's proposed bid

**Receivable:** Accounting procedure establishing an account for the Bureau to receive funds from a Using Agency to supplement a Project's budget

**Reimbursements:** A substantiated request presented to the Bureau for funds previously expended by a Using Agency

**Rendering:** A scaled replica of the facility

**RPM:** Real Property Management section of the Bureau of Building, Grounds and Real Property Management

**R&R:** Repair and Renovation

**SAF:** Standard Approval Form

**SB:** Senate Bill

**Schedule of Values:** Itemized list of expenditures by a Contractor reflected on pay applications

**Schematic Documents:** Preliminary planning documents

**Scope:** A range of items to be accomplished during the lifespan of a Project

**Selection Process:** Choosing of a Professional

**Staff Architect:** Architect employed by the Bureau of Building, Grounds and Real Property Management

**Staff Inspector:** Inspector employed by the Bureau of Building, Grounds and Real Property Management

**Subcontractor:** An individual, or business firm, contracting to perform part, or all, of another's Contract

**Substantial Completion:** The date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed by the Contract Documents

**Using Agency:** Agency, Institution or Department of the State of Mississippi

**Wage Rates:** Federal mandatory wages for specific jobs

**Warranty:** A written agreement guaranteeing the integrity of a facility or product for a certain period of time and of and the Provider's responsibility for repair or replacement of defective parts or workmanship

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## Section 100: General

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## 100.5

### BUREAU CREATION

In 1944, the State Building Commission was created (Chapter 328, Laws of 1944). Forty years later, in 1984 through Senate Bill 3050, the State Building Commission was abolished. It became the Bureau of Building, Grounds and Real Property Management under the Governor's Office of General Services.

In 1989 through House Bill 659, the Bureau of Building, Grounds and Real Property Management became a part of the Office of General Services which was placed under the Department of Finance and Administration.

## 100.6

### BUREAU POWERS & DUTIES

The duties and responsibilities of the Bureau of Building, Grounds and Real Property Management are defined within the law. [**Mississippi Code 1972, Annotated**, Sections 31-11-1 through 31-11-31] The Bureau serves the State of Mississippi as a building authority at the state level not covered by the Mississippi Department of Transportation, or other authority. The Bureau is not a regulatory agency of the State, but a service arm assisting State Institutions/Agencies and Departments with construction projects.

The primary function of the Bureau is to properly administer funds appropriated to it by the Legislature in accordance with state laws, regulations and established procedures in a business-like manner. The Bureau will, at all times, attempt to serve all Institutions, Agencies and Departments in meeting their physical facilities needs; however, if there is a conflict in the attempt of the Bureau to properly administer funds or to service an Institution, Agency or Department, the primary function of the Bureau, as previously defined, will take precedence over serving the Institution, Agency or Department.

In addition, the Bureau has power to acquire, hold and dispose of real and personal property for the State of Mississippi. [**Mississippi Code 1972, Annotated**, Section 31-11-3(2)(m)]

The following list denotes many of the Bureau of Building, Grounds and Real Property Management's responsibilities administered by its Section of Planning and Construction:

1. Contracting with Architects, Engineers, Contractors, Suppliers and others.
2. Approving plans, specifications, studies and sites for buildings.
3. Expending appropriated funds within the legal intent.
4. Serving as liaison with the federal government in various building programs.
5. Inspecting incarceration facilities at the Mississippi State Penitentiary (Parchman) and court approved county jails.
6. Providing a staff of professionals to plan, manage, inspect and approve services for which the Bureau has contracted.
7. Setting policies and procedures to guide those concerned with the orderly and lawful pursuit of providing physical facilities for state government operations.
8. Handling furniture and equipment needs funded by the Legislature which involves specifying, bidding, awarding, preparing contract documents, confirming delivery and authorizing payment.

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9. Reviewing and submitting to the Legislative Budget Office the repair and renovation, capital improvement and preplanning needs for state Institutions, Agencies and Departments.
  10. Reviewing repair and renovation requests and making allocations based on the priority of requests and inspections of the sites.
  11. Reviewing State Agencies Professional contracts.
  12. Accomplishing any special tasks mandated by the Legislature.

## **100.7**

### **BUREAU MEETINGS**

It is the Bureau's policy that all its public business be performed in an open and public manner. However, there is no regularly scheduled meeting of the Division of General Services' Bureau of Building, Grounds and Real Property Management. Details regarding the Bureau's official actions are detailed in the following section.

## **100.8**

### **BUREAU RECORD OF ACTIONS**

In past years, the Bureau was required by law to maintain a set of official Minutes recording its actions which resulted from regularly scheduled meetings. Due to reorganization, this is no longer required; however, the Bureau still maintains detailed records of all its official actions. These are available in the Bureau's office for public inspection as per the *Mississippi Public Records Act of 1983*. [**Mississippi Code 1972, Annotated**, Section 25-61-1 through 25-61-17 and Section 31-1-27]

Official Bureau actions are prepared regularly on *Standard Approval Form - Record of Action* documents which are initiated by the Bureau Staff and approved by the Bureau Director. In no instance will an item be official without the written approval of the Bureau's Director. In absence of the Director, the Assistant Director or authorized designee, will approve Bureau actions. The following inexhaustible list indicates actions taken by the Bureau and recorded on these documents:

1. Initiation of Projects
2. Definition of Project Scope
3. Allocation and Transfer of Funds to Projects
4. Acceptance of Outside Funds
5. Increase of Project Budget
6. Assignment of Professionals and Consultants
7. Approval of Schematic Documents
8. Approval of Design Development Documents
9. Approval of Construction Documents and Bid Date
10. Authorization of Payments to Professional
11. Authorization of Professional Reimbursements
12. Declaration of Emergencies
13. Authorization to Advertise for Bids
14. Rejection of Bids and Readvertisement
15. Bid Protests

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16. Award of Contract(s)
  17. Approval of Change Orders
  18. Authorization of Substantial Completion
  19. Authorization of Final Acceptance and Final Payment
  20. Declaration of Contractor's Default
  21. Assessment of Liquidated Damages
  22. Close Project

## **100.9**

### **BUREAU NOTIFICATION**

All Institutions, Agencies, Departments and Professionals are notified in writing of the Bureau's official actions.

## **100.10**

### **PUBLIC PROCUREMENT REVIEW BOARD**

The Bureau of Building, Grounds and Real Property Management is required by law to have specific actions approved by the Public Procurement Review Board [PPRB]. [**Mississippi Code 1972, Annotated**, Section 27-104-7] Such actions requiring PPRB approval are, but not limited to, the following:

1. Construction contracts
2. Furniture and equipment contracts
3. Leases (land and/or office space) for Institutions, Agencies and Departments
4. Grants
5. Land Acquisitions
6. Legal Actions
7. Specialties

PPRB was created within the Department of Finance and Administration [DFA] and is composed of three (3) members: the Executive Director of DFA, the Director of the Division of Budget and Policy Development, and an employee of the Office of General Services who is familiar with State purchasing laws. Two (2) members make a quorum.

Regarding the Bureau, PPRB has the power and responsibility to:

1. Adopt regulations governing the approval of contracts let for construction and maintenance of state buildings and facilities;
2. Adopt regulations governing any lease or rental agreement by any state agency or department, including any state agency financed entirely by federal funds, for space outside the buildings under the jurisdiction of the Office of General Services.

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## **Section 100: General**

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**100.11**  
**PPRB MEETINGS**

PPRB meets regularly once a month. Upon special request, or an emergency, PPRB will convene for an unannounced meeting. Otherwise, the next month's meeting date and time are announced at each regularly scheduled meeting. Individuals or Agency Representatives who wish to be heard concerning actions being presented by the Bureau may be present at these public meetings.

**100.12**  
**PPRB MINUTES**

PPRB maintains a set of Minutes recording its official actions. Copies of these Minutes are sent to the Legislative Budget Office [LBO] and the Performance Evaluation and Expenditure Review [PEER].

No action is valid unless approved by a quorum of two (2): the Chairman who is the Executive Director of the Department of Finance and Administration, and one (1) other member present and voting. Minutes are available in DFA's office for public inspection as per the *Mississippi Public Records Act of 1983*. [**Mississippi Code 1972, Annotated**, Section 25-61-1 through 25-61-17 and Section 31-1-27]

**100.13**  
**COPYING PUBLIC DOCUMENTS**

Any person or firm requesting copies of documents, may obtain these by complying with the *Public Records Act*.

# **Project Requests**

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Section 200

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## SECTION 200: PROJECT REQUESTS

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## SECTION 200: PROJECT REQUESTS

### 200.1

#### CAPITAL NEEDS REPORT

The Bureau of Building, Grounds and Real Property Management is required by statute to determine and submit to the Legislative Budget Office [LBO] on, or before, September 1st of each year a report detailing *immediate* and *long range* repair & renovation, capital improvement and preplanning needs of each Using Agency. [Mississippi Code 1972, Annotated, Sections 31-11-27 and 31-11-29] LBO prepares and submits a report to the Legislature based on the information received from the Bureau.

### 200.2

#### USING AGENCY'S REQUESTS

In March, all State Institutions, Agencies, and Departments receive a notification letter indicating it is time to prepare the report of *immediate* and *long range* repair & renovation, capital improvement and preplanning needs. Separate submittals are required for each need. These may be submitted in separate books (1 for R&R and 1 for CI) or combined (R&R and CI together). In any case, two (2) copies of each book must be submitted to the Bureau. All requests will be reviewed and considered for possible inclusion in the Bureau's LBO report.

### 200.3

#### DEFINITION OF NEEDS

*Immediate Needs* may be defined as buildings, major improvements, and other facilities required for the proper functioning of the institution for the next year. *Long Range Needs* may be determined as buildings, major improvements, and other facilities of a similar nature which may be needed at some indefinite future date.

Both of these needs are based on a five-year projection basis. *Immediate Needs* should be funded the first fiscal year and *Long Range Needs* should be funded in the next four (4) fiscal years. [Mississippi Code 1972, Annotated, Section 31-11-29]

### 200.4

#### CLASSIFICATION OF NEEDS

Whether *immediate* or *long range*, needs may be evaluated and classified under three (3) major headings discussed as follows.

<p><b>Classification of Needs</b> * Repair and Renovation * Preplanning * Capital Improvement</p>
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## A. REPAIR AND RENOVATION

- \* Repair
- \* Renovation

1. **Repair:** *To restore by replacing a part or putting together that which is broken and restoring to a sound state is the process of repairing and returning a facility component to a condition effectively as it was originally designed.*

2. **Renovation:** *To restore a facility to its former state and not alter its original design standards or function is one component of renovation. Another aspect includes extensive changes which completely alter the use and function of the facility. Renovations include all improvements necessary to bring a facility into compliance with current codes. Major renovations may be line-item appropriations; smaller renovation projects may be funded from discretionary appropriations, if available.*

## B. PREPLANNING

1. **Preplanning:** In order to establish creditable construction estimates, some major capital improvements or repair and renovations may require Program preparation, Schematic Document planning and Site Selection. After Preplanning has been completed, the Legislature may consider funding for construction based on the reported estimate. [Mississippi Code 1972, Annotated, Section 31-11-27]

## C. CAPITAL IMPROVEMENT

- \* Capital Improvements
- \* Furniture & Equipment
- \* Land Acquisition
- \* Grants
- \* Lease-Purchase

1. **Capital Improvement:** New construction, furniture, equipment and major additions to facilities are generally classified as Capital Improvements; and, in all cases the improvement should result in additional use of the facility and provide long-term benefit beyond its present capacity. Most Capital Improvements are line-item appropriations and only on rare occasions are discretionary funds used for as

Capital Improvement. Ideally, all Capital Improvement Projects in excess of \$1,000,000 should be Preplanned one (1) year and funded the next.

2. **Furniture & Equipment:** Fixed Furniture & Equipment will be specified and installed according to Contract Documents and include, but are not limited to: refrigeration/freezer units, kitchen equipment, science/testing laboratories, telecommunication installation. Loose Furniture & Equipment will be specified and bid under separate contracts and include, but are not limited to: telephones, computer equipment (hardware only), automation programs (i.e., library automation), miscellaneous desks, chairs, etc.. To furnish and equip a facility will be mandated by legislation.
3. **Land Acquisition:** Purchase of real estate (i.e., land, facility, real property) will be mandated by legislation and all requirements set forth in the law will be met, including required advertisements, appraisals, etc.. The Bureau's Division of Real Property Management will be primarily responsible for the administration of real property acquisition.

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## Section 200: Project Requests

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4. **Grants:** Occasionally, the Bureau receives *grant* funds appropriated by the legislature. These funds are to be used by specific Using Agencies for specific purposes (upgrading libraries, historic buildings, constructing children's homes). The Bureau is responsible for directing these funds to the appropriate Using Agency on a reimbursement basis and using the Bureau's current *Request for Grant Funds* form. [See **Section 400** entitled *Codes & Policies* for details.] However, the Bureau does not serve as the Owner and is not directly responsible for oversight of any Project resulting from these funds. The recipient Using Agency is accountable for expenditure and compliance all state purchasing and construction laws.
  5. **Lease-Purchase:** In 1993, the Legislature authorized DFA's Bureau of Building, Grounds and Real Property Management to lease, sublease, or lease purchase real property and to defray the cost of acquisition with rent proceeds. Any lease-purchase acquisition must be approved by the legislature, PPRB and the State Bond Commission. All requirements set forth in the law will be met, including advertisements, appraisals, etc.. The Bureau's Division of Real Property Management will be primarily responsible for administering lease-purchases. [**Mississippi Code 1972, Annotated**, Section 27-104-107]

## **200.5**

### **REQUEST FORMS**

All Project information will be submitted on Bureau forms, ~~*Project Data Form* and *Project Data Summary Form*~~ [changed March 2010 to] Project Request Data and Project Impact which accompany the notification letter. [See **Appendix 200.**]

## **200.6**

### **DEADLINE**

All request forms must be in the Bureau's office by the date specified in the notification letter.

## **200.7**

### **SITE VISITS**

The Bureau Staff conducts on-site visits to each Institution, Agency and Department submitting requests. These visits permit the Bureau Staff to review the Using Agency's *immediate* and *long range* plans. Members of the Legislature and various Governing Boards may also be invited to attend these meetings.

## **200.8**

### **SUBMISSION TO LBO**

After reviewing all the requests, the Bureau forwards its recommendations to LBO who in turn forwards its recommendations to the Legislature. The Senate and House Appropriation Committees review the requests and determine whether or not a Project should be funded.

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## **Section 200: Project Requests**

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## 200.9

### LEGISLATIVE ACTION

The Legislature evaluates the Using Agencies' requests and funds them according to categories - Preplanning, Line Item, or Discretionary.

<b>Request Categories</b>
---------------------------

- |   |
|---|
| <ul style="list-style-type: none"><li>* Preplanning</li><li>* Line Item</li><li>* Discretionary</li></ul> |
|---|

1. **Preplanning:** A Project may be designated for preplanning by the Legislature either by a Concurrent Resolution, or inclusion in a legislative bill. If a Concurrent Resolution is passed, the Bureau will use the ongoing revolving General Fund *Preplanning Fund*

to defray the cost of preplanning. Use of this Fund is limited to two percent (2%) of the estimated cost of a project and once funded for construction, the *Preplanning Fund* must be replenished. [Senate Bill 2407, Laws of 1994] If a Project is designated for Preplanning by inclusion in a legislative bill, the bill will usually state the limitations, if any. Generally, these methods include a report on the preplanning process to the Legislature the following year at which time the Legislature may or may not consider funding.

2. **Line Item:** The Legislature may appropriate funds to be used for specific needs, or purposes. These funds may not be expended for any other purpose or project but will be limited to that purpose described in the appropriation measures. Planning and construction may begin immediately. If all the line-item funds are not expended, the Bureau has no authorization to establish new projects in order to expend the remaining funds. Once the specific need or purpose has been met, the Project is closed and remaining funds are disposed of according to the legislative authorization.
3. **Discretionary:** Funds may be given to the Bureau in a lump sum for purposes described in the appropriation bill without reference to any specific project. Repair and renovation projects are then funded at the discretion of the Bureau. It is the Bureau's policy to allocate funds for specific projects and not to distribute funds to Institutions, Agencies or Departments. Consequently, any funds remaining after the Scope and intent of the original Project has been accomplished will be returned to the Discretionary Fund. These funds are then available for redistribution to other Institutions, Agencies and Departments projects.

## 200.10

### EMERGENCY REQUESTS

From time to time, an emergency situation may arise where a Using Agency does not have sufficient funds available to restore the facilities, or equipment, to a state of usefulness. The Bureau may be contacted and requested to fund the emergency repairs, if funds are available. However, the Using Agency is expected to have exhausted every other option available, including the revamping of existing projects, before requesting emergency funds.

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## 200.11

### DEFINITION OF AN EMERGENCY

By definition an *emergency* is caused by: [Mississippi Code 1972, Annotated, Section 31-7-1(i)]

1. fire
2. flood
3. explosion
4. storm
5. earthquake
6. epidemic
7. riot
8. insurrection
9. any inherent defect due to defective construction

An *emergency* is also when:

10. the immediate preservation of order or of public health is necessary by reason of unforeseen emergency.
11. the immediate restoration of a condition of usefulness of any public building or equipment appears advisable.
12. there is a failure of any machine or other thing used and useful in the generation, production or distribution of electricity, water or natural gas, or in the transportation or treatment of sewage.

## 200.12

### AGENCY'S RESPONSE TO EMERGENCY

In the case of an emergency, the Using Agency should make temporary repairs until more permanent measures can be taken. If the Using Agency has no funds available for emergency repairs, the Bureau may be contacted for assistance. The following guidelines have been established and are to be followed: [Mississippi Code 1972, Annotated, Section 31-7-13(j) and (k)]

1. Executive head of the Using Agency determines an emergency exists based on the criteria noted in the law.
2. Executive head of the Using Agency contacts the Bureau and requests assistance.
3. Executive head of the Using Agency forwards a statement, or **Declaration of an Emergency**, under oath certifying the conditions and circumstances of the emergency and a certified copy of the appropriate Minutes of the Board of such Using Agency, if applicable, stating such emergency occurred and approving the actions of the Executive head. [See **Appendix 200.**]

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**200.13****BUREAU'S RESPONSE TO EMERGENCY REQUESTS**

If after reporting to the Bureau's Director, it is determined funds are available and an emergency exists, the Bureau Staff will make an on-site inspection and determine what action should be taken. There are two (2) options. If the repairs can be made using routine bidding practices, this is preferable. If, however, repairs are needed immediately, the following procedures will be followed:

1. If an emergency exists and delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the Using Agency, competitive bidding will not apply and such emergency purchases and repairs will take place as deemed appropriate by the Bureau.
2. The Director of the Bureau will ask the Bureau Staff to obtain at least two (2) written quotes for the repairs. The low bid will be authorized to commence work.
3. At the next PPRB meeting, the Director of the Bureau will present the emergency award for their confirmation and approval by certifying to the emergency. [See **Appendix 200.**]

**200.14****APPROPRIATION BILLS**

In past Legislative sessions, at least one (1) omnibus bill has passed which funds Preplanning, Capital Improvements, and Repair and Renovations needs for state Institutions, Agencies and Departments. This funding may have been line item or discretionary. An excellent example of this type of bill may be found in **Mississippi Code 1972, Annotated**, Section 29-17-1 and 29-17-2.

**200.15****TYPES OF APPROPRIATION BILLS**

The Legislature may, however, appropriate funds to the Bureau through other types of bills. They are as follows:

**Appropriation Bills**

- \* Preplanning
- \* Capital Improvement
- \* Repair and Renovation
- \* Combination Capital Improvement and Renovation
- \* Land Acquisition
- \* Discretionary
- \* Other

1. **Preplanning:** The Legislature may approve a Concurrent Resolution authorizing funds to be used from the Preplanning Revolving Fund for the purpose of Preplanning specific Capital Improvement projects. Or, funds may be appropriated for Preplanning in a Capital Improvement bill.

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**Section 200: Project Requests**

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2. **Capital Improvement:** This type of appropriation bill normally covers new construction, new furniture and equipment, major additions and major alterations. Usually this bill contains a line item appropriation allocating specific amounts and types of funds and describing their use - such as *construct only*, *construct and equip*, or *equip only* certain facilities at specific locations.
  3. **Repair and Renovation:** Major renovations will be line item appropriations and will be allocated specific amounts and earmarked for specific uses. Smaller repair & renovation projects may be funded from discretionary sources.
  4. **Combination Capital Improvement and Renovation:** This type of appropriation would fund new construction, new furniture and equipment, major additions and alterations and renovations to existing structures. Line item appropriations allocating specific amounts and specifying facilities, location and usage may be in this bill.
  5. **Land Acquisition:** At various times, funds have been appropriated to acquire real property as line item appropriations detailing the purchasing authority.
  6. **Discretionary:** The Bureau may receive appropriations in a lump sum manner for repair & renovations to existing buildings and related facilities. These funds are administered at the discretion of the Bureau based on the following criteria:
    - a. **Hazard:** Eminent danger of collapse; structure requiring abandonment
    - b. **Health:** Actual sewer leaks, gas leaks, contaminated water, chemical fumes causing facility to be abandoned
    - c. **Prevention of Further Loss:** Leaking roof causing damage to structure and contents
    - d. **Law Compliance:** Mandatory Life Safety Code, Building Code, Court Ordered requirements and accreditation standards
    - e. **Repairs to Existing Facility:** Repairs to restore to original condition; repair abandoned structures; painting; carpet replacement; furniture and equipment replacement
    - f. **Renovations to Existing Facility:** Installation of new or improved materials (i.e., carpet where no carpet previously existed and partition changes)
    - g. **Operation and Maintenance Cost Savings:** Insulation, energy management, obsolete HVAC replacement
    - h. **Additions to Existing Facility:** Expansion, road extension, parking, utilities
    - i. **Normal Operation and Maintenance:** THIS IS NOT A BUREAU FUNCTION. Generally, projects under \$10,000 not requiring professional services and those projects within the capabilities of the physical plant or maintenance department are not eligible
    - j. **Capital Improvement:** New buildings, major additions and alterations, parking areas, furniture and equipment (not replacements)
  7. **Other:** The Legislature may, by line item appropriation, provide funds to authorize and accomplish whatever it deems necessary. This could involve the purchase of aircraft, boats, or the construction thereof.

## 200.16 BOND BILLS

In recent years, the Legislature has favored funding long term capital improvements through the sale of General Obligation [GO] Bonds backed by the full faith and credit of the State of Mississippi. Any expenditure financed by GO bonds should have a life expectancy of twenty (20) years.

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### Section 200: Project Requests

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The entire amount of bonds authorized in a Bond Bill may not be sold all at one time. GO Bonds may be sold at various times during the year. Therefore, the sale and depositing of bond funds must be considered in awarding contracts.

Once bonds have been sold and deposited into the State Treasury, funds must be expended within three (3) years in order to avoid arbitrage and damage the State's bond rating.

## **200.17 RECEIPT OF OUTSIDE FUNDING SOURCES**

The Bureau may accept grants and outside funding sources from an Institution, Agency or Department. These sources may come in the form of:

### **A. GRANTS:**

1. The Using Agency may have applied for and received grants (i.e., federal, energy, etc.) which are to be used for various kinds of construction projects. **Special Note:** The Bureau will not respond or allocate funds as matching money for grants unless it has been informed prior to the filing of an application for such grant. The Using Agency must inform the Bureau, prior to the time an application for grant funds is made, that it will request funds from the Bureau as matching money if the application is approved. A written statement of Scope, Budget and Grant information must be included with the request. In addition, if the Bureau is to request the Grant Funds or if the Using Agency is to request the funds, this should be indicated when the Bureau is first notified.

### **B. OTHER SOURCES:**

1. The Using Agency may have received General Funds and/or reimbursement monies (i.e., Medicare, Medicaid) which may be used for construction projects.

Both of these funding sources are considered *outside funding sources* to the Bureau. These funds may be forwarded and received by the Bureau when a *Receivable* has been established in a Project. The Using Agency must submit the **Notification to Transfer Funds** form to the Bureau. [See **Appendix 200.**] Once the monies have been received into a Project, these will be used for the Project's planning and construction. No construction contracts will be executed until all the outside funds have been received by the Bureau to support the awarded Contract. If funds are to be received in increments (reimbursement basis via grant funds), the Using Agency should notify the Bureau in the early stages of planning.

The Using Agency also has the option to expend the funds directly to the Professional and/or Contractor rather than forwarding them to the Bureau. A preapproved arrangement between the Bureau and Using Agency should be made during initial discussion of the Project as to how these funds will be expended and by whom. **Special Note:** The Bureau must reappropriate outside funds each year until they have been expended.

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## **Section 200: Project Requests**

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# **Project Initiation**

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Section 300

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## SECTION 300: PROJECT INITIATION

### 300.1 PROJECT INITIATION

After requests have been submitted by the Institutions, Agencies and Departments and have been reviewed by the Bureau Staff, Projects receiving funding must be officially documented on a *Standard Approval Form - Record of Action* as shown in the sample below:

#### INSTITUTIONS OF HIGHER LEARNING MISSISSIPPI STATE UNIVERSITY

##### '99 Roofing Program

105-999

The Bureau of Building, Grounds and Real Property Management approved the following:

(a) Initiating the following new repair and renovation project:

Project # 105-999 Title: '99 Roofing Program

(b) Total Project Budget: \$200,000.00

Scope: Reroof Buildings X, Y and Z located on the Mississippi State University campus.

(c) Transferring \$100,000.00 to subject project from the 1999 General Fund Account.

(d) Executing a contract with the following Professional firm:

Professional Assignment:

John Smith & Associates, P.A.

Jackson, Mississippi (AW-PP001)

Contract Type: C

(e) Appointing the following Consultant for the Professional - John Smith & Associates, P.A.:

Asbestos Consultant:

Irving Levin Asbestos Consultant

Jackson, Mississippi

(f) Establishing a Receivable in the amount of \$100,000 to be received from the University.

ESTIMATED PROJECT BUDGET: (C - Roofing)

ESTIMATED CONTRACT	\$ 180,000.00
FEES: JOHN SMITH	15,000.00
OT001: Advertisements	50.00
Contingency	<u>4,950.00</u>
TOTAL PROJECT BUDGET	\$ 200,000.00

FUNDS AVAILABLE:

1999 General Funds	\$ 100,000.00
MSU Receivable (Funds To Be Received: \$100,000)	<u>.00</u>
TOTAL FUNDS AVAILABLE	\$ 100,000.00

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### Section 300: Project Initiation

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When a Project is initiated, certain pertinent information is assigned to that Project on the *Standard Approval Form - Record of Action* and cannot be changed without the written permission of the Bureau.

**Project Information**

- \* Project Classification
- \* Funding Source
- \* Transfer of Funds
- \* Professional Assignment
- \* Consultant Assignment
- \* *In House* Project
- \* Estimated Project Budget
- \* Funds Available
- \* Originator
- \* Approval

1. **Project Classification:** Projects are classified as Capital Improvement, Repair and Renovation, Furniture and Equipment, or Land Acquisition. [See **Section 200.**]

a. **Project Number:** This Number should appear on all subsequent documents and correspondence. Project numbers have six (6) digits. The first three (3) digits identify the Institution, Agency, or Department. The last three (3) identify a specific project.

b. **Project Title:** Project's Title should appear on all subsequent documents and correspondence. This Title is as important as the Project Number for identification and legal purposes.

2. **Funding Source:** Depending on legislative action, funding sources may vary from line item, discretionary, repair and renovation, preplanning, or outside contribution. [See **Section 200.**]

a. **Scope:** The Scope of the Project is based on the request submitted by the Using Agency and may not be altered without the Bureau's written approval.

3. **Transfer of Funds:** Transferring the funds to the Project is a depository procedure in order to place the funds in the Project for expenditure.
4. **Professional Assignment:** A Professional is selected through the selection process and assigned a fee schedule. [See **Section 400.**]
5. **Consultant Assignment:** If the Professional requires the assistance of a Consultant, one may be assigned. Once a Consultant has been approved by the Bureau, no changes may be made without the Bureau's written approval.
6. ***In House* Project:** If the Using Agency has personnel to perform the planning process outlined in this Manual, the Using Agency may serve as the Professional and will receive no fee for the services provided.
7. **Estimated Project Budget:** Initially, each Project is given an estimated budget. The Professional will submit a revised estimated budget after the planning process begins. The Estimated Project Budget should remain within the funds available and may not exceed this amount without the Bureau's written approval.
8. **Funds Available:** The *Standard Approval Form - Record of Action* will show the total funds available at any given time during the life of the Project.
  - a. **Receivable:** The Using Agency should notify the Bureau of its intent to send funds to support the Project, the amount and the kind of funds.
9. **Originator:** The Bureau Staff member assigned to the Project will initiate the *Standard Approval Form* and be responsible for correlating all data during the life of the Project.
10. **Approval:** The Bureau Director has the responsibility of approving all official actions of the Bureau. No *Standard Approval Form - Record of Action* is official until it has been approved and signed by the Bureau's Director.

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**Section 300: Project Initiation**

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**300.2****MASTER CODE**

The master code is as follows:

<b>INSTITUTION/AGENCY/DEPARTMENT</b>	<b>MASTER CODE</b>
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### **300.3 PROFESSIONAL SELECTION PROCESS**

The primary objective of the Professional Selection process is to choose individuals, or firms, to provide professional services to the State of Mississippi which result in the best building for the Using Agency. In addition, the intent of the process is to disseminate work among qualified firms who can deliver quality-designed projects on time and within the funds available.

It is the policy of the Bureau to employ Architects, Engineers and Consultants who are not only licensed to work in Mississippi, but who are, in fact, Mississippi residents. [Mississippi Code 1972, Annotated, Section 73-1-1 and Section 73-13-1] When the expertise needed in particular instances is not available in Mississippi, the Bureau will consider professionals who are not Mississippi residents.

The Professional Selection policy is outlined in **Section 400**.

### **300.4 CONSULTANTS**

If the Consultants are not selected during the Professional Selection Process, the principal professional architect selected will immediately submit to the Bureau the names of three (3) structural, three (3) mechanical and three (3) electrical consulting engineers in the order of preference. If an Engineer has been named the principal Professional of the Project and the Project will require additional engineering and architectural assistance, the Engineer will submit the names of three (3) consulting engineers and three (3) architects in the order of preference for consideration by the Bureau.

If other Consultants are needed, such as asbestos abatement consultants or landscape architects, the principal Professional submits three (3) names in order of preference for consideration. Approval of *in house* preparation of asbestos, mechanical, electrical or structural portions of the Contract Documents without the use of an outside consultant must also be obtained prior to beginning the Work. The Bureau reserves the right to select one (1) of the firms recommended, or appoint another firm that is not listed. Upon approval by the Bureau, the Professional, the Governing Board, and the Using Agency will be informed of the approved consultants.

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Consultants selected by the Professional should have an *M54 Architect-Engineer and Related Services Questionnaire Form* [See **Appendix 400.**] on file with the Bureau prior to approval. To verify if a prospective Consultant has this information on file, the primary Professional may contact the Bureau office during regular working hours. If the proposed Consultant does not have an *M54* on file, one will be forwarded to the Consultant to complete and return.

The contractual agreement between the Professional and the Consultant will include inspection services.

### **300.5**

#### ***IN HOUSE PROJECTS***

The Bureau may grant approval to a Using Agency to accomplish a Project *in house*. If a Using Agency submits a request for an *in house* Project, it may agree to act as the Professional. Or, in some cases, the Using Agency may request to act as the Contractor. In either case, the Using Agency agrees to follow all procedures and requirements set forth in this Manual.

More specifically, when the Using Agency serves as the Professional, it agrees to the Bureau's approval process which includes, but is not limited to:

1. The Using Agency will submit all design documentation to the Bureau for approval prior to bidding, or solicitation of quotes.
2. All Documents prepared for an *in house* Project will bear the seal of the responsible Architect or Engineer.
3. The Using Agency may publish the *Advertisement for Bids* and receive the bids. Or, the Bureau may be requested by the Using Agency to perform this task.
4. If the Project is over \$500.00 and under \$5,000.00 and will not be bid, state purchasing laws must be followed which requires the solicitation of two (2) written quotes by the Using Agency.
5. All bids received by the Using Agency, or solicited quotes, must be submitted to the monthly PPRB by the Bureau for approval prior to issuance of a Contract.
6. After PPRB approval, the Using Agency will prepare the Contract for the Bureau's signatures and approval. Or, the Bureau may be requested to prepare the Contract by the Using Agency.
7. No fees for Professional services will be paid to the Using Agency.

More specifically, when the Using Agency serves as the Contractor, it agrees to the Bureau's approval process which includes, but is not limited to:

1. Bidding documents will be prepared for materials required and the documentation must be approved prior to bidding.
2. Personnel regularly employed by the Using Agency will not be paid.
3. If the Using Agency's personnel performs the work, reimbursement will be made for materials only. [See **Section 400** entitled *Codes and Policies* for details regarding *Reimbursements*.]

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## **Section 300: Project Initiation**

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## 300.6

### OWNER/PROFESSIONAL RELATIONSHIP

All Contracts for Professional services exist between the Bureau and the Professional. *Any Standard Form of Agreement Between the Owner and the Professional* (Percentage, Roofing, Asbestos, Etc.) details the obligations and responsibilities of each party. [See **Contracts.**] From the beginning of a Project, the Professional will be directly responsible to the Bureau who is the Owner.

Copies of all Drawings, Project Manuals, reports and other materials relating to the Project prepared by the Professional will be transmitted directly to the Bureau and copies simultaneously submitted to the Using Agency. Any comments the Using Agency may have regarding the documents should be forwarded to the Bureau in writing as soon as the Documents have been reviewed by the Using Agency staff.

The Bureau will communicate all approvals, rejections, change requirements and other similar information to the Professional in writing. Necessary information will be coordinated by the Bureau with the Using Agency and other related parties.

## 300.7

### PROFESSIONAL COMPENSATION

At the time the Project is initiated, the Professional will be assigned a fee calculated as a percentage of construction cost derived from a basic fee formula of a fixed number (X) divided by the common logarithm of the actual construction cost (C). There are three (3) basic fees and building classifications are as follows:

Type A: Projects of simple, utilitarian character without complication or detail and with a high degree of repetition, such as parking structures, garages, loft type structures, warehouses (exclusive of automated equipment), industrial buildings and farm structures.

Type B: Project of simple character requiring normal attention to design, detail, and with moderate repetition, such as armories, apartments, bakeries, cold storage facilities, exhibition halls, freight facilities, hangers, manufacturing, industrial plants, motels, office buildings (without tenant improvements), packaging and processing plants, printing plants, public markets, roads, skating rinks, and service garages.

Type C: Projects of conventional character requiring normal attention to design and detail, complete with complete mechanical and electrical systems, such as bridges, cinema, college classroom facilities, convention facilities, dining halls (institutional), dormitories, fire stations, gymnasiums\*, hotels, laundries and cleaning facilities, marinas, nursing homes, office buildings (with tenant improvements), parks, playground and recreational facilities, police stations, post offices, publishing plants, restaurants, schools (elementary and secondary), specialty shops, stadiums, transportation terminals, welfare buildings, neighborhood centers and similar recreational facilities, banks, exchanges and other financial institutions, extended care facilities, libraries, medical schools, medical office facilities and clinics, mental institutions, mortuaries, public health centers, religions facilities, research facilities, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-station and primary and secondary distribution systems.

\* Simple, prefabricated-pre-engineered, minimum types shall be classified under Classification B.

Type D: Projects of specialized character requiring a high degree of skill in design, containing large amounts of complex scientific mechanical and electrical equipment, such as aquariums, auditoriums, airport control towers, art galleries, breweries, college buildings with special facilities, communications buildings, correctional and detention facilities, exposition buildings, hospitals, laboratories, observatories, theaters and veterinary hospitals.

All historical facilities requiring complete restoration, except historical facilities being repaired only, are a C classification.

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Type E: Projects of detail character requiring elaborate planning and execution and devoid of repetition, such as mausoleums, memorials, monuments, museums, residences, and specialized decorative buildings.

$$\text{A Fee percentage formula} = \frac{35}{\text{Log C}} \quad \text{A Fee amount formula} = \frac{C}{(\text{Log C})} \text{ (35)}$$

$$\text{B Fee percentage formula} = \frac{40}{\text{Log C}} \quad \text{B Fee amount formula} = \frac{C}{(\text{Log C})} \text{ (40)}$$

$$\text{C Fee percentage formula} = \frac{42}{\text{Log C}} \quad \text{C Fee amount formula} = \frac{C}{(\text{Log C})} \text{ (42)}$$

$$\text{D Fee percentage formula} = \frac{44}{\text{Log C}} \quad \text{D Fee amount formula} = \frac{C}{(\text{Log C})} \text{ (44)}$$

$$\text{E Fee percentage formula} = \frac{46}{\text{Log C}} \quad \text{E Fee amount formula} = \frac{C}{(\text{Log C})} \text{ (46)}$$

If the Project embraces substantial renovation and/or repairs, then the Owner will approve a total fee which shall be 115% of the basic fee shown above. The fee will be increased or decreased accordingly if the Construction Contract amount is increased or decreased. If an increase occurs to the Construction Contract as a direct result of the Professional's errors or omissions, the Owner may elect not to increase the fee.

Asbestos Abatement Contracts are figured on a type C fee percentage; however, in no instance will the fee be less than one thousand dollars (\$1,000.00). From time to time, the Owner will prepare and issue special Professional contracts for unique projects which depart from the above outlined percentages.

Roof Contracts are calculated on a type C fee percentage; however, in no instance will the fee be less than \$1,000.00. From time to time, the Owner may prepare and issue special Professional contracts for unique projects departing from the above outlined percentages.

### **300.8 BUREAU'S ACCOUNTABILITY**

Since appropriation of funds is made directly to the Bureau of Building, Grounds and Real Property Management, the Bureau is solely accountable for the management of these funds and will do so to the best of its ability without error. Therefore, the Bureau assumes the responsibility of Owner in all contractual matters regarding the hiring and administration of Professional services using these appropriated funds.

### **300.9 PROFESSIONAL'S RESPONSIBILITY**

The Professional is responsible for development of the preliminary Construction Documents within the funds available and working with the Bureau to adjust the Project if the program requirements cannot be met. The Professional will communicate directly with the Bureau in all matters of scope, budget, testing and time.

The Bureau will not assume financial responsibility for any modifications or compensations to the Professional or Using Agency for delays, costs, or damages incurred as a result of actions taken by the Professional at the request of the Using Agency without the Bureau's approval. All Documents prepared by the Professional will bear the seal of the responsible Architect or Engineer.

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## **Section 300: Project Initiation**

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**300.10****USING AGENCY'S RESPONSIBILITY**

The Using Agency must provide information regarding programming, surveys, drawings of existing facilities, asbestos data, furniture and equipment requirements, and any other pertinent documents necessary to successfully and expeditiously plan the Project.

The Using Agency may not authorize, or request, any work to be performed by the Professional which would expand, reduce, divide, or otherwise modify the scope, budget, or time schedule. If such changes are desired, these should be addressed in writing to the Bureau Staff. After investigation, the Bureau Staff will convey the modification decisions to the Professional and so notify the Using Agency.

When the Using Agency has been approved by the Bureau for *in house* design, the relationship of the designer to the Bureau is the same as outlined above for a Professional with whom the Bureau has contracted directly.

**300.11****CHANGES**

No changes in the Project's approved scope, budget, or program will be permitted unless written justification by the Using Agency, or the Professional, has been submitted to the Bureau. The Using Agency and Professional will be notified by the Bureau in writing if the proposed changes are approved. No action should be taken by the Professional until the Bureau's approval has been received.

# **Codes and Policies**

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Section 400

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## SECTION 400: CODES AND POLICIES

### 400.1

#### CODES (amended 09/04)

The following Codes and Regulations are used by the Bureau. The Professional will prepare all Documents in compliance with the latest edition of each and any revisions in effect. Special projects may necessitate compliance with additional codes, regulations or requirements. The Using Agency can be of assistance in specifying Code and Regulation requirements.

The Professional will adhere to the following abridged list of Codes and Regulations depending on the nature of the Project. In some instances, printed materials are available upon request; whereas, certain regulatory agencies require appointments to discuss specifics because no printed materials are available. It is assumed the Professional is familiar with all Codes and Regulations and will comply with all codes whether they are listed below or not. Professionals may hire, at their own expense, consultants to review documents for code compliance; the Bureau Staff will not review drawings or specifications for code compliance.

.1	International Building Code	.14	Mississippi Floodplain Regulations
.2	International Existing Building Code	.15	Information Technology Services (formerly Central Data Processing Authority)- <i>Computer Equipment Purchases and Telecommunication Purchases</i>
.3	International Plumbing Code		
.4	International Mechanical Code	.16	Mississippi Department of Archives and History - <i>Historic Properties</i>
.5	International Fuel Gas Code	.17	Mississippi Department of Environmental Quality's Office of Pollution Control – <i>Air and Water</i>
.6	International Electrical Code	.18	Mississippi State Department of Health's Health Facilities Licensure and Certification Division - <i>Minimum Standards of Operation for Home Health Agencies</i>
.7	International Energy Conservation Code		<i>Minimum Standards of Operation for Personal Care Homes</i>
.8	International Fire Code		<i>Minimum Standards of Operation for Chemical Dependency Units</i>
.9	Mississippi Handicapped Law, Mississippi Code 1972, Annotated, Section 43-6-101 through 43-6-125		<i>Minimum Standards of Operation for Mississippi Hospitals</i>
.10	Federal Register, Part III, Environmental Protection Agency 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule		<i>Minimum Standards of Operation for Psychiatric Hospitals</i>
.11	Mississippi Regulations for Accreditation and Certification of Asbestos Abatement Personnel (Mississippi Department of Environmental Quality)		<i>Minimum Standards of Operation for Ambulatory Surgical Facilities</i>
.12	Federal Register, Part IV, Department of Justice 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule		<i>Minimum Standards of Operation for Institutions for the Aged and Infirm</i>
.13	Davis Bacon Act Regulations		

### 400.2

#### PERMITS & LOCAL AUTHORITIES

Local building permits are not required. Local authorities have no jurisdiction over state-owned projects except where they have been specifically authorized to act on behalf of the State (i.e., local fire marshals and health officials). [**Mississippi Supreme Court** opinion, City of Jackson v. Mississippi State Building Commission et al, 350 So.2d 63 (1977)]

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# ROOFING POLICY

## 400.3

### THE POLICY

In an attempt to alleviate various problems regarding low-sloping roofs and to standardize plans and specifications, the Bureau as the Owner has set forth the following policy for roofing new and existing buildings. The following guidelines delineate the Bureau's Roofing Policy and related forms.

#### Roof Policy Elements

- \* Roof Requirements
- \* Roof Guarantee
- \* Roof Slopes
- \* Roof Substrate
- \* Roof Insulation
- \* Roof Top Equipment
- \* Flashings
- \* Roof Planning and Surveying
- \* Roofing Asbestos Testing
- \* Roofing Bid Documents
- \* Quality Assurance
- \* Prebid Roofing Conference
- \* Preroofing Conference
- \* Roof Inspection
- \* Roof Bond

#### A. ROOF REQUIREMENTS

1. The following three (3) types of roofing systems are approved. Any other type of roof system must have written approval from the Owner:

a. A four-ply fiberglass and bitumen hot-mopped applied built-up roofing system.

b. A modified bitumen roofing system shall be hot-mopped applied.

c. A single-ply polymeric roofing system including EPDM (ethylene propylene diene monomer); SPE (chlorosulfonated polyethylene); and CPA (copolymer alloy) can be loose laid, adhered or mechanically attached.

2. It shall be the responsibility of the Professional to choose the type of roof which will best suit the Project and to specify that the roof be furnished, installed and guaranteed as a system which may include vapor retarders, insulation, fasteners, bitumen, felts, membranes, flashings and/or other items which are

required by the proposed design. All materials used in the roofing system shall be specified to meet the latest available American Standards of Testing Materials (ASTM) for individual components of the roofing system. Certification from the roofing Manufacturer shall be furnished at the pre-roofing conference as well as when the material is delivered to the job site.

#### B. ROOF GUARANTEE

1. The four-ply built-up roof system and the modified bitumen system shall have a twenty (20) year unlimited Manufacturer's guarantee for water tightness covering material and Workmanship on the entire system.
2. The single-ply polymeric system shall have a fifteen (15) year unlimited Manufacturer's guarantee for water tightness covering material and Workmanship on the entire system.
3. In addition to the above guarantee, the General Contractor and/or the Roofing Contractor shall provide a written guarantee agreeing to keep the roof free of leaks for a period of two (2) years beginning at the time of acceptance of the Project by the Owner.

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**C. ROOF SLOPES**

1. All roof construction on new buildings shall have a built-in minimum slope to drains or eaves of a quarter of an inch (1/4") per foot.
2. All replacement roofs shall have a minimum slope of a quarter of an inch (1/4") per foot where feasible, however in no case shall the slope be less than one sixteenth of an inch (1/16") per foot.

**D. ROOF SUBSTRATE**

1. The type roof system selected shall be compatible with the substrate and shall be approved by the roofing material Manufacturer.

**E. ROOF INSULATION**

1. Roof insulation shall be of the type approved and guaranteed by the roofing Manufacturer for the roof assembly in which it is to be used. The required minimum "R" value shall be specified.
2. On replacement roof projects which do not have a sloping deck, tapered insulation shall be used where feasible.

**F. ROOF TOP EQUIPMENT**

1. On all new construction, the installation of equipment on roofs shall not be permitted. Where equipment must be installed on a roof, such as kitchen exhaust hood, it shall be approved by the Owner and shall be installed in accordance with the National Roofing Contractors Association (NRCA) design details which shall be such that reroofing can be easily accomplished without the removal of the equipment.
2. Where equipment must be periodically serviced, easy access and traffic pads shall be provided.

**G. FLASHINGS**

1. Flashings shall be included in the Roof Warranty and shall be applied by an applicator approved by the Manufacturer of the roofing material.
2. In reroofing projects existing metal flashings which are not to be replaced may be exempted from the Warranty.

**H. ROOF PLANNING AND SURVEYING**

1. A report shall be prepared by the Professional which shall include the following items:
  - a. New Construction
    - (1) Fire Code protection requirement and the required hourly fire resistance rating of the assembly
    - (2) UL roof assembly number
    - (3) Type of roofing and flashing system recommended with justification for its use
    - (4) Roof Area
    - (5) Cost Estimate

- 
- b. Existing Construction
    - (1) Determination of roof construction (core where necessary)
    - (2) Asbestos survey and testing
    - (3) Visual roof analysis inspection
    - (4) Moisture analysis
    - (5) Code requirements (UL roof assembly number, if applicable)
    - (6) Provide Class A type roof, or match existing roof
    - (7) Recommendations by the Professional as to repair or reroof
    - (8) Cost Estimate
  - c. The necessary forms to complete the roof analysis and inspection are included in **Appendix 400**.
2. Two (2) copies of this report will be submitted to the Bureau.

#### I. ROOFING ASBESTOS TESTING

1. All testing should be conducted and performed as stated in the *ACM Abatement Policy*. [See **Section 400.4**.]

#### J. ROOFING BID DOCUMENTS

1. For new construction and complete tear-off of existing roofs, the Professional shall specify in the Bid Documents the roof as a system and shall include all items which are to be covered under the Roof Warranty.
2. When required, the Professional shall state in the Section, *Instructions to Bidders*, that upon award of Contract the General Contractor and/or Roofing Contractor shall provide the Owner with the installed price of the roofing system. If more than one (1) building is involved, each building shall be listed separately.
3. Items to be included/stated in Bid Documents:
  - a. Prebid Conference: This conference is to be set at least seven (7) days prior to the bid opening. The date is to be stated in the specifications.
  - b. Installer Submittals: Within five (5) days after bids have been opened, the low Bidder shall provide the Bureau with a letter from the Manufacturer of the roofing system stating that the low Bidder is an authorized installer. The letter should also list three (3) projects installed by the low Bidder's firm which used the type roofing specified in the Bid Documents. The Roofing Contractor shall also provide a sample copy of the Manufacturer's Roof Warranty.
  - c. Roofing Manufacturer: The Bidder is to state the name of the Manufacturer of the roofing system to be install.
4. Removal of ACM will be a part of the Contract and must be incorporated into the Bid Documents. [See **Section 400**.]

#### K. QUALITY ASSURANCE

1. The Roofing Contractor shall have been in business not less than five (5) years.
2. Within five (5) days after bids have been received, the low bidder shall provide the Owner with the following information:
  - a. A letter from the Roofing Manufacturer stating that the bidder is an authorized installer.
  - b. A sample copy of the Manufacturer's Warranty for the specified roofing system.

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### Section 400: Codes and Policies

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- c. A list of three (3) projects installed by his firm which used the type of roofing system specified.

**L. PREBID ROOFING CONFERENCE**

1. At least seven (7) days prior to bidding of a reroofing project, a prebid conference shall be held at the Project site. Attendance is not a prerequisite for bidding; however, it is strongly recommended.

**M. PREROOFING CONFERENCE**

1. On new and reroofing projects, prior to ordering roofing materials, a preroofing conference shall be initiated by the Professional.
2. At such time, the Roofing Contractor shall provide a list of materials to be used, Manufacturer's installation instructions as well as the Manufacturer's certification confirming that the materials to be used on the Project meet the specified American Standard Testing Materials [ASTM] Standards and a statement that the materials can be warranted by the Roofing Manufacturer.
3. On reroofing projects, the following personnel shall be in attendance:
  - a. Professional
  - b. Owner's Staff Inspector
  - c. Using Agency's Representative
  - d. Roofing Contractor
  - e. Roofing Manufacturer's Representative
4. On new roofing projects, the following personnel shall be in attendance:
  - a. Professional
  - b. Owner's Staff Inspector
  - c. Using Agency's Representative
  - d. Roofing Manufacturer's Representative
  - e. General Contractor
  - f. Roofing Contractor
  - g. Deck Contractor
  - h. Mechanical Contractor

**N. ROOF INSPECTION**

1. Inspections shall be made by the Manufacturer's technical representative, as necessary, to obtain the Roof Guarantee.
2. The Professional, or Representative, shall inspect the roof as the Work progresses. In particular, inspections shall be at the following times and followed by a letter of confirmation:
  - a. Inspect the substrate before any roofing is done.
  - b. Inspect at the beginning of roofing installation to assure the approved materials are being properly installed.
  - c. Inspect, as necessary, the Work as it progresses, or when a problem arises.
  - d. Inspection at the completion of the Work in order to give final acceptance of the Project.

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**O. ROOF BOND**

1. The Professional shall submit to the Owner the original Roof Bond and include all Close-out Documents.
2. The Bond will be in the name of the Bureau of Building, Grounds and Real Property Management acting on behalf of the State of Mississippi as the Owner.

**ASBESTOS ABATEMENT POLICY**

**400.4** (amended April 2009 Scruggs to AG)

**THE POLICY**

Where Asbestos Containing Materials [ACM] must be removed, the following guidelines and procedures have been developed to manage this process:

<p><b>ACM Guidelines</b></p> <ul style="list-style-type: none"><li>* Asbestos Certification</li><li>* Schedule</li><li>* Asbestos Abatement Phases</li><li>* Inspection/Sampling Testing Phase</li><li>* Abatement Document Phase</li><li>* Bidding Phase</li><li>* Abatement Phase</li><li>* Professional Consulting Services</li></ul>
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**A. ASBESTOS CERTIFICATION**

1. The Professional is to secure the services of asbestos specialist(s) who possesses current *Project Designer* and/or *Project Inspector* certificate(s) issued by the Mississippi Department of Environmental Quality's Office of Pollution Control.

2. A copy of each Certificate will be attached to a comprehensive report submitted by the Professional to the Owner defining the ACM present, its type, location and approximate quantity.

3. If the Professional has an asbestos specialist on staff who possesses proper certification, the asbestos testing can be performed *in house*.

**B. SCHEDULE**

1. Upon execution of the *Standard Form of Agreement Between the Owner and the Professional*, the Professional will submit a *Schedule of Performance* for approval by the Bureau Staff. This *Schedule* will include allowances for time required by the Bureau and Using Agency for review and approval of the submissions. When the *Schedule* has been approved by the Bureau, it will not, except for reasonable cause, be exceeded by the Professional.

**C. ASBESTOS ABATEMENT PHASES**

1. Inspection/Sampling/Testing
2. Abatement Document
3. Bidding
4. Abatement

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#### D. INSPECTION/SAMPLING/TESTING PHASE

1. The Professional will consult with the Owner to ascertain the applicable requirements of the Project.
2. The Professional shall perform a complete inspection of the Project to determine:
  - a. Types of Asbestos
  - b. Locations of Asbestos
  - c. Quantities of Asbestos
3. The Professional will secure the services of a testing laboratory qualified by the National Institute of Safety and Health [NIOSH] to conduct tests. Services should include:
  - a. Sample Collection
  - b. Analysis
  - c. Reporting
4. The Professional, if qualified as a NIOSH laboratory, may conduct the asbestos sampling, analysis and reporting.
5. The Owner will reimburse the Professional for the testing required by this phase.
6. Four (4) copies of the comprehensive written report will be submitted to the Owner. Documents should include:
  - a. Drawings
  - b. Testing Laboratory Reports
  - c. Cost Options
  - d. Owner's Options
7. The Professional will prepare and submit an estimate of the Project's total cost. The estimate should include:
  - a. Costs associated with removal of ACM
  - b. Costs associated with disposal of ACM
  - c. Replacement of any finishes or materials disturbed during the removal process
  - d. Testing
  - e. Monitoring
8. The Professional will show progress to date and confirm the remainder of the Schedule.
9. The Bureau must give written approval of the Inspection/Sampling/Testing Phase before the Professional proceeds with the next phase.

#### E. ABATEMENT DOCUMENT PHASE

1. (removed 7/9/09 per AG notification)
2. The Professional will prepare and submit four (4) copies of Working drawings and specifications for approval. Two (2) copies will be delivered to the Bureau and two (2) copies will be delivered to the Using Agency. The drawings and specifications should detail and prescribe:
  - a. The Work to be accomplished.
  - b. Protective measures in accordance with EPA guidelines.
  - c. Procedures for shutting down mechanical and electrical systems.
  - d. Phasing of Work, if required.
  - e. Outlining responsibilities for cleaning.
  - f. Outlining responsibilities for removing loose equipment.

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### Section 400: Codes and Policies

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3. After receiving a reviewed copy of the Abatement Documents from the Owner, the Professional will review and revise the documents. When the final revised copies are ready for distribution two (2) copies will be given to the Owner and two (2) copies to the Using Agency prior to release of documents for bids.
  4. The Professional will provide complete sets of plans, specifications, and other bidding documents for bidding purposes.
    - a. The Professional will be reimbursed for printing the bid documents by the Owner, with cost approval prior to printing.
    - b. Costs of all plans and specifications, other than for bidding, will be at the Professional's expense.
  5. The Professional will prepare and submit to the Owner a detailed construction cost analysis based on a quantity survey. The estimate will show an escalation projected from the date of the estimate to the projected bid date.
  6. The Professional will agree that approval of the drawings and specifications by any person, body, or agency will not relieve him of the responsibility for the adequacy, fitness, suitability, correctness of design, and designing the Work in accordance with sound and accepted practices and in compliance with prevailing building codes, federal and state laws and regulations regarding asbestos abatement.

#### F. **BIDDING PHASE**

1. Following the Owner's approval of the Abatement Document Phase, the Professional will assist the Owner in:
  - a. Obtaining bids
  - b. Awarding a Contract
  - c. Preparing Construction Contracts
2. The Professional will attend the bid opening and furnish a bid tabulation sheet in accordance with the Bureau's format. [See **Appendix 400.**]
3. Immediately after receipt of bids, the Professional will submit to the Owner a certified tabulation of all bids received accompanied by a recommendation as to the award of Contract.
4. Following the award of Contract, the Professional will prepare four (4) copies of updated construction documents (specifications) and four (4) copies of reduced plans. Each copy will be marked *OFFICIAL CONTRACT DOCUMENTS* and will include:
  - a. Executed Bid Proposal Form (Photocopy is acceptable)
  - b. Agreement Form (With original signatures)
  - c. Contract Bond (With original signatures)
  - d. Power of Attorney (No riders)
  - e. Insurance Certificates (Completed with no alterations)
  - f. Bulletins, addenda, and supplemental drawings
5. Reduced copies will be distributed as follows:
  - a. Owner - two (2) copies.
  - b. Contractor - one (1) copy.
  - c. Professional - one (1) copy.
  - d. Owner's Representative - one (1) copy.
6. The Professional will provide the Attorney General's Special Counsel any information required after the award of Contract.

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## G. ABATEMENT PHASE

1. The Professional's relationship to the General Contractor is outlined in the General Conditions of the Contract between the Owner and the Contractor and is modified by any *Supplementary Conditions*.
2. The Professional will perform the following services during the Construction Phase:
  - a. Complete administration of all construction Contracts
  - b. Issue certificates for payment
  - c. Examine and approve shop drawings and correct shop drawings when necessary for conformance with the design intent
  - d. Make revisions, corrections, or clarifications in the Contract Documents by bulletins or change orders, together with all correspondence and clerical work in connection with bulletins and change orders
  - e. Provide sufficient on-site investigation to substantiate any of the above
  - f. Accept the completed Project, together with such certificates, manuals, and guarantees as provided in the Contract Documents
3. The Professional will collect, maintain and house weekly payrolls from all Contractors and Subcontractors for compliance with the labor standard provisions in the Contract.
4. The Professional will be responsible for conducting field inspections as needed.
  - a. The Professional will maintain a log of all visits to the site by the Consultants and the Professional's firm
  - b. This log will be submitted once a month to the Owner apprising the Owner of the progress and condition of the Work
5. The Professional will be the interpreter of the requirements of the Contract Documents and judge of the performance thereunder of the Contractor.
6. The Professional will not issue any verbal or written orders for omissions from, additions to, or changes in the Construction Contract until approved in writing by the Owner.
7. The Professional will determine the amounts owed to the Contractor based on inspections at the site and evaluations of the Contractor's applications for payment.
8. The Professional will recommend, for the Owner's approval, the issuance of certificates for payment in such amounts as provided in the Contract Documents.
9. The issuance of certificates for payment will not be a representation that the Professional has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract sum, other than to secure certification under oath that all Materialmen, Laborers, and Subcontractors have been paid by the Contractor.
10. Daily air monitoring and final air clearance testing will be included in the Contractor's responsibility in the Abatement Documents.
  - a. The Contractor will select, supervise and pay for all job air monitoring
  - b. If for any reason, this is omitted from the Contractor's responsibility, the Professional will provide the air monitoring services without additional cost to the Owner
11. If the Asbestos Hazard Emergency Response Act [AHERA] regulations require a final air clearance test by an independent testing laboratory not associated with the Contractor, the Professional will obtain that final test and the Owner will reimburse the Professional directly for the expense of obtaining these services, provided the selection and costs are preapproved by the Owner in writing.
12. The Professional and Consultants will conduct a semi-final inspection when the Work has been completed.

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- a. When these items have been corrected by the Contractor, the Professional, Consultants and Bureau Staff Inspector will conduct a final inspection.
  13. Upon completion of the Project, the Professional will provide the Owner with two (2) sets of record documents which include:
    - a. Changes caused by Addenda
    - b. Field changes
    - c. Change Orders
    - d. Observed changes by the Professional, Contractor, or Subcontractors
  14. The Professional will provide the Attorney General's Special Counsel any information required at the end of the Contract.
  15. During the Warranty period, the Professional will Work with the Owner's Representative to secure remedies of defects that become apparent.
    - a. The Professional will make, along with the Owner's Representative, a Warranty inspection prior to the expiration of the Warranty period and report observed discrepancies to the Contractor for correction

#### **H. PROFESSIONAL CONSULTING SERVICES**

1. If the Professional renders basically abatement services, all plans, specifications, detailed drawings and miscellaneous services required for architectural or engineering Work will be accomplished by the Professional at no additional cost to the Owner.

### **TESTING POLICY**

#### **400.5**

#### **THE POLICY**

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| <ul style="list-style-type: none"><li>* Survey/Investigation/Testing</li><li>* Testing Process</li></ul> |
|--|

#### **A. SURVEY/INVESTIGATION/TESTING**

1. The following list of services may be secured in order to prepare the design and Construction Documents:
  - a. Soil investigation
  - b. Foundation reports
  - c. Topographic information
  - d. Subsurface conditions
  - e. Land Survey
2. The Professional will be reimbursed from the Project's contingency funds and not from the Professional's fee.
3. These reimbursements will be made directly to the Professional only upon written approval by the Bureau.

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## B. TESTING PROCESS

1. The Professional is solely responsible for securing one (1) detailed written proposal which includes Scope, Cost and Time for the Work to be performed.
2. The Professional is to exercise great care in the selection, review and recommendation of any service provided.
3. This proposal will be forwarded to the Bureau, accompanied by a letter of request and recommendation.
4. The Bureau Staff will review and recommend the proposal for approval.
5. If, however, the Bureau Staff finds the proposal unacceptable, it may be rejected and another proposal requested.
6. Only one (1) payment will be made at completion of the Work.
  
7. The Professional will forward the following information to the Bureau in order to process the reimbursement:
  - a. Letter stating completion of services
  - b. One (1) original final invoice and four (4) copies
  - c. One (1) set of data regarding the services provided
8. A separate letter and invoice for each service must be submitted for reimbursement.
  
9. All items delineated above refer to design related information and do not refer to any construction information.

## PROFESSIONAL SELECTION POLICY

**400.6** (amended April 2009 \$1,000,000 to \$2,000,000)

### THE POLICY

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|---|
| <ul style="list-style-type: none"><li>* Projects less than \$2,000,000</li><li>* Projects more than \$2,000,000</li></ul> |
|---|

### A. PROJECTS LESS THAN \$2,000,000

Projects containing less than an initial total project budget of \$2,000,000 may use the professional selection process if the Bureau deems it necessary; however, it is not mandatory. The selection process is normally as follows:

1. After a Project is initiated, the Using Agency will designate an agency contact person for all future Bureau activities. This contact person will submit a list containing three (3) professional firms, in the order of preference, for the design of the Project.
2. These names will be submitted to the Governing Board, or Department Head. The Governing Board, or Department Head, will review the recommendations and transmit its recommendation to the Bureau for consideration.
  - a. The Bureau may select one (1) of the professional firms submitted. Or, as the contracting agency, the Bureau reserves the right to substitute another firm. After the selection has been made, the Professional, the Governing Board, and the Using Agency will be informed.

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### Section 400: Codes and Policies

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## B. PROJECTS MORE THAN \$2,000,000

Projects with more than an initial total project budget of \$2,000,000 must follow the professional selection process outlined below:

1. **Project Initiation:** After a Project has been initiated by the Bureau, the need for professional services for that Project will be made public. The method of public announcement will be one, or more, of the following:
  - a. Placing copies in the reception room of the Bureau's office
  - b. Placing a copy on the 15th floor lobby bulletin board
  - c. Publication in a professional society publication
  - d. Direct mail-out
  - e. Daily newspaper
  
2. **Response:** Any individual, firm or corporation desiring to respond to the publication and provide Professional services for a Project must give the Bureau written notification of interest. This response must be received at the Bureau's office on, or before, the date established in the public notice. The response is to be as follows:
  - a. **Yearly:** In order to be considered for any current project, individuals, firms and corporations should have on file a current Bureau of Building's *M54 Architect-Engineer and Related Services Questionnaire*. [See **Appendix 400.**] A brochure from the firm or corporation may be included, if desired. This file will be updated in March of each year.
  - b. **Specific Project:** Any individual, firm, or corporation desiring to provide professional services for a specific project must respond to the public notice by writing a letter indicating interest. A separate letter for each Project is required. General letters listing more than one (1) Project will not be considered. Any additional required submissions, other than the letter indicating project interest, will be listed in the public notice. In most cases, additional data will be required such as a *M55 Architect-Engineer Related Services for Specific Project Questionnaire* form [See **Appendix 400.**] or the submission of the complete design team including structural, asbestos, mechanical and electrical consultants. Joint ventures of professionals are acceptable and the responsibilities of all parties involved should be stated in the letter of interest.
  
3. **Short List:** A Preselection Committee will review all letters of interest and related data or information submitted. The Committee selects from all the submissions a *short list* for consideration. The *short list* must have at least three (3) names, but may have a maximum of five (5). If less than three (3) are received, all submissions will be considered. The Preselection Committee is composed of the following representatives:
  - a. Two (2) from the Institution, Agency or Department
  - b. One (1) from the Governing Board (if there is no Board, this member is omitted)
  - c. Deputy Director of the Department of Finance and Administration who is responsible for the Division of General Services
  - d. Director of the Bureau of Building, Grounds and Real Property Management
  - e. Assistant Director of the Bureau of Building, Grounds and Real Property Management
  - f. Maximum of two (2) staff members of the Bureau of Building, Grounds and Real Property Management
  - g. Two (2) staff members of the Department of Archives and History, if the facility is listed on the *National Register of Historical Places* or the *Mississippi Historical Landmarks*

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4. **Attendance:** A minimum of four (4) Committee members must be present for the selection process. The Bureau of Building staff members are responsible for eliminating all submissions not meeting the project qualifications prior to the Preselection Committee's meeting. This process may be handled by committee meeting, conference call, or a telephone poll.
  5. **Notification:** After a *short list* has been established by the Preselection Committee, those selected for interviews will be notified by the Bureau.
  6. **Selection:** The Selection Committee composed of the following voting members, may choose to select the Professional directly from the *short list* without benefit of interviews, or they may hold separate interview with each Professional on the *short list*:
    - a. Two (2) from the Institution, Agency, Department or Governing Board
    - b. Deputy Director of the Department of Finance and Administration who is responsible for the Division of General Services
    - c. Director of the Bureau of Building, Grounds and Real Property Management and one (1) staff member; or, two (2) staff members of the Bureau
  7. **Voting:** A minimum of three (3) Committee members must be present; and if for any reason a tie vote results, the Director of the Bureau of Building will decide between the two (2) Professionals receiving the most votes.
  8. **Delegation of Vote:** Any voting member of the Selection Committee previously noted in 6.a, 6.b, or 6.c, may designate another party to cast their vote. This Designee may be a representative of a local or non-traditional public entity, or a party having a special expertise regarding the area in which the facility will serve. The Selection Committee Member will request the records of the proceedings state their vote has been designated and indicate the Designee.
  9. **Omitting Interviews:** If the formal interview process is omitted, one or more of the following should take place prior to selection:
    - a. Each short list professional will be interviewed over the phone.
    - b. Each voting member of the Selection Committee will be consulted in person, or by phone, to ascertain their preference.
    - c. The Bureau Director will waive a selection based on the information at hand plus the performance of the firms under consideration.
  10. **Motion to Reconsider:** The Director of the Bureau of Building may, at his discretion, rule that the Selection Committee's decision will be held on a *motion to reconsider* and reconvene the Selection Committee normally within five (5) working days after the Selection Committee's decision. At this reconvened meeting, the Committee may allow the first vote to *stand*, or the Committee may *throw it out* and take another vote.

The interviews are open to other representatives of the Institution, Agency or Department; however, they will not participate in the selection voting. The Bureau of Building, Grounds and Real Property Management is responsible for establishing any evaluation criteria when needed for each submission. This may change according to Project need.

### C. PROFESSIONAL REVIEW

The Professional's performance will be evaluated twice during the lifespan of the Project. The review will be performed by the Using Agency, Bureau Staff and the Bureau Director. The first review will be upon the award of a construction Contract, or upon abandoning the Project. The second review will be at the completion of the construction Contract. [See **Appendix 400.**] The Bureau Staff will be responsible for initiating the evaluation.

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The Using Agency and Professional may obtain results of the evaluation upon written request. In addition, the evaluations regarding past performances may be consider when the Professional is being interviewed for future work with the Bureau.

## **REIMBURSEMENT POLICY**

### **400.7**

#### **REIMBURSEMENT TO A USING AGENCY**

When a Using Agency serves as the Professional or the Contractor on an *in house* Project, reimbursements may be made for, but not limited to, the following:

1. Materials (Construction, only)
2. Furniture
3. Equipment
4. Labor (Non-Agency Personnel)

The Bureau will not reimburse Using Agencies for, but not limited to, the following:

1. Expendable items
2. Commodities
3. Restocking of materials and equipment in the Using Agency's warehouse
4. Labor regularly employed by the Using Agency (especially, staff, faculty and maintenance employees)
5. Vehicular expenses
6. Travel expenses
7. Tools

The Bureau reserves the right to review each request for reimbursement and approve or reject any portion or all of the request. Each request must be submitted separately on the *Standard Reimbursement Form* [See **Appendix 400.**] with supporting data attached. Submissions should include one (1) original and four (4) copies. Omission of the original or any of the copies will result in rejection of the request. Failure to complete the form will result in the return of the form.

The Using Agencies should request reimbursement(s) in increments larger than \$1,000.00.

### **400.8**

#### **REIMBURSEMENT TO A PROFESSIONAL**

During the course of a Project, the Professional shall reimburse for expenses outlined in the *Standard Form of Agreement Between the Owner and the Professional*. These reimbursements may be made for, but not limited to: topographical information; subsurface conditions; asbestos and/or hazardous material inspection/sampling testing; printing Contract Documents; renderings and/or models; permanent reproducible transparencies; final independent air clearance tests. A separate invoice on each item shall be submitted when requesting reimbursement(s). The Professional shall not be reimbursed for any travel or living expense incurred personally, by Associates and/or Consultants. In addition, all requests for reimbursement must be received with or prior to the final request for payment.

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# PROFESSIONAL CONTRACT REVIEW & APPROVAL PROCEDURES

## 400.9 THE PROCEDURES

In 1994, the Legislature authorized the Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management to review and preapprove all architectural or engineering service contracts entered into by any state entity (agency, institution, commission, or board) regardless of the source of funding to defray the costs of construction or renovation projects for which services are to be obtained.

Exceptions are:

1. **Institutions of Higher Learning:** Any projects funded from self-generated funds.
  - a. However, DFA should have the authority to obtain annual information on all building, construction and renovation projects including duties, responsibilities and costs of any architect or engineer hired by IHL.
2. **Community & Junior Colleges:** Any projects funded from local funds or other non-state sources which are outside DFA's appropriations or as directed by the Legislature.
3. **State Military Department:** Any projects funded from federal funds or other non-state sources.

The following procedures have been developed by the Bureau in order to review and preapprove all architectural or engineering service contracts entered into by any state entity as authorized by state law in 1994. [Mississippi Code, 1972 Annotated, Section 31-11-7]

<ul style="list-style-type: none"><li>* Definitions</li><li>* Inclusions</li><li>* Exclusions</li><li>* Submission Procedure</li><li>* Contract Forms</li><li>* Approval</li><li>* Disapproval</li><li>* Contract Changes</li><li>* Effective Date</li></ul>
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### A. **Definitions:**

1. **Contracts:** Contracts entered into by a Using Agency for architectural and/or engineering services which provide professional design and construction administration.

2. **State Funds:** Any monies appropriated and authorized by the Mississippi Legislature; such as, general funds, grants, gifts, fees, federal, or bonds.

3. **Self-generated Funds:** Any monies received by a Using Agency whose amount, authorization and/or origin

are not enumerated by legislative action.

4. **Local Funds:** Any monies resulting from the action of cities, counties or districts; such as, general funds, grants, gifts, fees, federal or bonds.

B. **Inclusions:** If State funds support part, or all, of the Project and one or more of the following conditions are met, the Project's Professional Contract shall be submitted to the Bureau for review and preapproval:

1. Architectural services will result in new construction, renovation, or repair of a building whose total construction contract is in excess of \$25,000.
2. Engineering services will result in new construction, renovation, or repair of a building whose total construction contract is in excess of \$25,000.

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3. Landscape architectural services will result in new construction, renovation, or repair of a building whose total construction contract is in excess of \$25,000.
  4. Interior design services will result in new construction, renovation, or repair of a building whose total construction contract is in excess of \$25,000.
  5. Special consulting services whose scope of work directly impacts on the construction, renovation, or repair of a building whose total contract costs is in excess of \$25,000.
- C. **Exclusions:** If one or more of the following conditions are met, the Project's Professional Contract shall not be submitted to the Bureau for review and preapproval:
1. Self generated, or local funds, support the entire Project.
  2. City, municipality, school districts, or county projects supported entirely by local or self-generated funds.
  3. Community and Junior College projects supported entirely by local or self-generated funds.
  4. All State of Mississippi Military Department projects funded by federal funds or non-state funds; however, any Projects funded by State appropriations will be submitted.
  5. All Department of Transportation projects and State-Aid Road Projects; however, any project involving a building facility will be submitted.
  6. All Department of Environmental Quality projects, except building construction projects. Engineering contracts dealing with environmental quality aspects shall not be submitted.
  7. All Projects resulting from Title 37, Chapter 47 of the **Mississippi Code 1972, Annotated** (State Aid for Construction of School Facilities).
- D. **Submission Procedure:** One (1) photo copy of the proposed Professional Contract (no original) shall be submitted prior to signing by the Owner to the Bureau at the following address:
- Attention: Professional Contract Review  
Bureau of Building, Grounds and Real Property Management  
501 North West Street, Suite 1401B  
Woolfolk Building  
Jackson, MS 39201  
Phone: 601/359-3621      Fax: 601/359-2470
- Faxes are acceptable if followed by a mailed copy. Complete and submit with a copy of the Professional's Contract, the *Professional Contract Review Form*. [See **Appendix 400**.] This Form will expedite the process and also serve as the approval response form from the Bureau. Allow ten (10) working days for processing. After execution of the Professional's Contract a signed copy should be mailed to the Bureau for recording, auditing and reporting purposes.
- E. **Contract Forms:** Bureau Staff and legal support are familiar with the *Standard AIA Form of Agreement Between the Owner and the Professional* and the Bureau's *Standard Form of Agreement Between the Owner and the Professional* [See **Contracts** section.] Should either of these forms be used, approval should be expeditious. If other forms are used, more than ten (10) working days will be involved for review and approval.
- F. **Approval:** If approved, the Bureau will return the *Professional Contract Review Form* to the Institution/Agency/Department and request an executed copy.

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- G. **Disapproval:** It is not the intent of the Bureau to dictate contractual conditions, but will disapprove submissions if any of the following are present:
1. Unusual conditions which are not normally included in a Professional Contract.
  2. Provisions which impose unfair conditions on either the Owner or the Professional.
  3. Fees which are excessively high, or low, as related to the normal fees necessary to provide quality services for the particular type project.
  4. Bureau Staff will examine additional services closely and may request additional information and justification for its inclusion. Fee charges for additional services will be of particular interest.
  5. Contract forms which are not suitable for Project requirements.
- H. **Contract Changes:** Any changes to the Contract after execution should be submitted in the same manner for approval.
- I. **Effective Date:** Any Professional Contract entered into from and after July 1, 1994 shall be submitted to the Bureau for approval.

## INFORMATION SYSTEMS POLICY

**400.10** (added 1/25/01)

### THE POLICY

In an attempt to standardize and coordinate the responsibility for communication systems to serve State-owned facilities, the Bureau of Building, Grounds and Real Property Management (BOB), as the Owner, has set forth the following policy for site and building communication systems. The following guidelines delineate the Bureau's Information Systems Policy and related forms.

#### **Information Systems Policy Elements**

- \* Information Technology Service (ITS)
- \* Long Range Plan
- \* Project Initiation
- \* Planning/Construction/Inspection Options
- \* Construction Coordination
- \* Fees
- \* Total Project Budget
- \* Change Orders
- \* Forms/Samples

#### A. **ABBREVIATIONS**

- BOB* Bureau of Building, Grounds and Real Property Management
- UA** Using Agency
- ITS** Information Technology Service
- SAF** Standard Approval Form - Bureau of Building,  
Grounds and Real Property Management
- PPRB** Public Procurement Review Board
- GS** General Services

#### 1. **INFORMATION TECHNOLOGY SERVICE (ITS)**

1. ITS is the State Agency established by law responsible for the design and construction of communication systems including telephone and data systems in State-owned facilities. ITS has produced a Procurement Handbook which is available on the internet at [www.its.state.ms.us](http://www.its.state.ms.us) for the use and information of the various Using Agencies (UA).

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## 2. LONG RANGE INFORMATION PLAN

1. ITS requires the UA to have on file in the ITS Office a current up-to-date long range plan.

## 3. BOB COMMUNICATIONS PROJECT INITIATION - STANDARD APPROVAL FORM (SAF)

At an appropriate time in an on-going building project, usually at the Schematic Design Phase, the BOB will initiate, as required, a communications project which expands the scope of the related building project to include voice and data systems (communications). The intent is to initiate an accompanying communications project applicable to the building project.

i.e. GS# 100-100                      New Building  
GS# 100-101                      Communications/New Building

Some projects may not require the initiation of a new project and the scope-of-work for communications may be included in the initial building project. Options are outlined in Paragraph E.

ITS will be listed on all communications projects as the Professional.

## 4. PLANNING/CONSTRUCTION/INSPECTION OPTIONS

### 1. OPTION 1: ITS INVOLVEMENT IN THE PROJECT

(1) This option requires a CP-28 ITS Procurement Request Form to be prepared, executed and submitted/transmitted to ITS by the BOB.

In order to prepare this CP-28, the BOB requests the UA=s letter outlining:

- (1) Scope-of-Work: Detail project requirements, special equipment, fixture count, fixture locations and related data outlining the work to be accomplished.
- (2) Schedule: Communications contract time frame - when will completed building be put into use and systems required to operate.
- (3) UA Contact Person: The person at the UA who is responsible for making communications decisions and who is most familiar with the project.
- (4) Funds: Indicate source of funds - bond fund, outside funds and/or other funds available, which will establish a beginning budget.

This UA letter will become an attachment to the submitted CP-28 as prepared by the BOB and executed by the BOB Director. The budget and schedule must be recorded.

The Bureau of Building will submit the completed CP-28 to ITS. Copies will be furnished to the UA and other Project Professionals.

ITS will define whether the UA is an Operational Customer or Support Services Customer. Operational Customers receive detail services and continuing service, maintenance, procurement and billing services from ITS. Support Service Customers receive limited services from ITS following the completion of the CP-1 scope-of-work.

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With the UA, ITS will define and coordinate the requirements, systems, scopes-of-work, budgets, time schedules and other coordination requirements for the on-going building project.

Following the submitted CP-28, ITS will initiate a CP-1 Acquisition Approval Form and transmit to the BOB. An estimated communication's contract time should be included. This CP-1 will become the basis of an award of a public contract by the Public Procurement Review Board (PPRB). Notice of PPRB acceptance of the CP-1 will be forwarded to ITS, UA and other Project Professionals. ITS will issue the Communication Contractor's Notice to Proceed and include an estimated contract time and Contractor billing procedures, including invoice and pay application routing. By submitting the CP-1, ITS indicates the required coordination with the Building Professional has been accomplished.

The design and construction of communications work can then begin and proceed as designed, directed, authorized, coordinated, inspected and approved by ITS.

When there are multiple prime Contractors on the same building project (Building Contractor and Communications Contractor), coordination and cooperation are very important. Communications Contractor coordination is the responsibility of ITS - compliance with the CP-1 and/or contracts. Any required Communication Contractor coordination or ITS coordination with the Building Contractor should be the responsibility of the project's Architect/Engineer - the Building Professional.

Certain useful "tools" are a part of the Building Contractor's contract. These tools include:

- (1) Pre-Design Conference
- (2) Scheduled Schematic Document Reviews, Design Development Document Reviews and Contract Document Reviews
- (3) Pre-Bid Conference
- (4) Pre-Construction Conference
- (5) Monthly Construction Progress Meetings
- (6) Construction Schedules
- (7) Monthly Applications for Payment.

Any or all of these "tools" may be used to increase Contractor/Professional coordination and cooperation on the building project.

(b) SUMMARY: ITS INVOLVEMENT IN THE PROJECT:

- (1) Project Initiation - GS# on SAF - by BOB. ITS is communications Professional. Copy to ITS, Project Professional and UA.
- (2) Letter - UA to BOB outlining scope-of-work, budget, schedule and contact person.
- (3) Preparation of CP-28 by BOB. Copy to UA and Project Professionals.
- (4) Scope and Budget Outline - ITS to BOB for BOB and UA approval. Copy of approved to Project Professionals.

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- (5) CP-1 from ITS to BOB-coordination with Building Professional accomplished. Copy to UA and Project Professional.
  - (6) PPRB approval of CP-1. Copy to UA, Project Professional and ITS.
  - (7) Notice to Proceed to Communications Contractor issued by ITS. Estimated contract time and billing procedures/route included. Copy to BOB, UA and Project Professional.
  - (8) Review of project budget by BOB. Approval required. Copy of approval to ITS, UA and Project Professionals.
  - (9) Design and construction of communications project by ITS. Communications contract coordinated with ITS and UA and with Building Professional as required. Building Contractor coordination with Building Professional, BOB, UA and ITS as required.
  - (10) Payment of fees to ITS by BOB from project funds at the BOB - may be bond funds or outside funds deposited by the UA at the BOB.
  - (11) Payment for construction to Communications Contractor by BOB after approved by ITS. May be bond funds or outside funds deposited by the UA at the BOB.
  - (12) Any Change Orders approved by BOB and UA prior to any work at project site. Acceptance to communications project by BOB as recommended by ITS.
  - (13) Acceptance of total project as recommended by project Building Professional.

**5. OPTION 2: NO ITS INVOLVEMENT IN THE PROJECT:**

- (1) Pre-established exemptions are outlined in Chapters 5, 6, and 7, ITS Procurement Handbook including:
  - (1) State Agencies: Exempt for proposed installations including acquisitions of equipment, materials and labor from \$0 to \$10,000 in value.
  - (2) IHL-Institutions of Higher Learning: Exempt for proposed installations including acquisitions of equipment, materials and labor from \$0 to \$50,000 in value.
  - (3) Community Colleges: Exempt for proposed installations including acquisitions of equipment, materials and labor from \$0 to \$50,000 in value.
- (2) This option requires an approved CP-5 Request for Exemption. The CP-5 is prepared by the UA and forwarded to ITS by the UA. Copies to BOB and project Building Professional.

ITS will review and respond by approving or disapproving the CP-5. A copy of this response should be forwarded to BOB and project Building Professional by the UA.

With the approved CP-5, the UA may then request the project Building Professional to include the desired scope-of-work in the planning and construction process. Before Building Professional includes the scope-of-work in the construction contract, the BOB and the UA must approve scope. This cope-of-work is usually bid as a part of the construction contract or may be a separate contract depending upon the estimated cost and the construction schedule as approved by BOB and UA.

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**Section 400: Codes and Policies**

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(c) **SUMMARY: NO ITS INVOLVEMENT IN THE PROJECT:**

- (1) CP-5 prepared by UA and forwarded to ITS. Copy to BOB and Building Professional by UA.
- (2) ITS approval/disapproval CP-5. Copy to BOB and project Building Professional by UA.
- (3) Directions to project Building Professional by UA/BOB concerning the scope-of-work to be included in the planning and construction.
- (4) Accomplish work authorized by construction contract or separate contracts as approved by BOB and UA. All contracts are approved by PPRB if project funds are used. Work authorized and paid by the UA are separate contracts if no project funds are used.
- (5) Acceptance of project by BOB and UA as recommended by project Building Professional.

**6. FEES**

1. CP-5: Any fees charged by ITS associated with the CP-5 are the responsibility of the UA. These fees will not be paid with project funds at the BOB.
2. CP-28/CP-1: Any fees charged by ITS associated with the CP-28/CP-1 may be included in the project budget and may be paid from project funds at the BOB or other funds transferred to the BOB by the UA. The required fees are listed by ITS on the Scope and Budget Summary and are approved by PPRB.

**7. TOTAL PROJECT BUDGET**

Once established by the CP-1, the contract amount for communications systems work will be included in the TOTAL PROJECT BUDGET - Standard Approval Form - Bureau of Building, Grounds and Real Property Management.

**8. CHANGES**

Any changes to the CP-1-schedule, construction cost and/or scope-of-work, etc., must be approved in advance of any construction work at the site by the BOB and UA. Any changes to ITS SCOPE AND BUDGET OUTLINE must be approved by the BOB.

**9. FORMS / SAMPLES**

- (1) CP-28 w/ UA Request Letter attached
- (2) ITS Scope and Budget Outline
- (3) CP-1
- (4) CP-5
- (5) PPRB Notice to ITS - Contract Award
- (6) ITS Notice to Proceed
- (7) ITS Change Order

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**Section 400: Codes and Policies**

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Sample

Scope/Budget Outline

**This is not to exceed project estimate to be used for budgetary purposes. True costs will be detailed and communicated to the Bureau of Building as the project progresses.**

Equipment of Work Description	Expenditure Document	Not to Exceed Cost Estimate
1) Remote Lucent G3 cabinet, electronic circuit packs, and 204 digital sets <b>Includes equipment/installation</b>	CP1	\$501,000.00
2) Cable System-voice and data connectivity material *1,020 data category 5 cables @ \$160.00/cable data cables tested @ 100 Mbs 1020 telephones cables @ \$90.00/cable <b>Includes material/labor</b>  *MSDH may opt to facilitate data cable installation outside of this cost estimate.	CP1 ITS Service Invoice	\$275,000.00
3) Remainder of infrastructure fiber/copper redundant cabling <b>Includes material/labor</b>  *ITS assumes this will be installed via our General RFP/RFQ process.	CP1*	\$ 55,000.00
4) Telephone sets: 200 Panasonic sets <b>Includes equipment</b>	ITS Invoice	\$ 11,204.00
5) G3 programming charges <b>Includes telephone system/set programming</b>	ITS Invoice	\$ 22,950.00
6) Misc. equipment/material (i.e., blue boards/66 blocks/riser cable/misc.)	ITS Invoice	\$ 5,000.00
7) BellSouth Trunking: 48 OGO;s; 48 DID=s; 48 DCS/Tie connections (Inbound/outbound trunking installation) <b>Includes material/labor</b>	BellSouth Invoice	\$ 28,000.00
	Total Estimated Cost	\$898,154.00
Form CP-1	<b>CP-1 Acquisition Approval Form</b>	Page 1
Effective Date:: 10/05/1998	<b>Dept. of Information Technology Services</b>	CP-1
Expiration Date: 04/03/1999	<b>301 North Lamar Street, Suite 508</b>	Approval Number _____
	<b>Jackson, MS 39201-1495</b>	
Date Printed: 10/06/1998	<b>(601) 359-1395</b>	Acquisition Method: PURCHASE/1-TIME

This is your authorization from ITS to issue a purchase order and/or make ongoing payments for the following configuration to the vendor listed at the prices itemized. Contracts, if any, have been signed by ITS and forwarded to the vendor. This procurement is contingent upon availability of funds and will not become final until vendor has received a purchase order from your agency. Keep this form with your financial records to provide an audit trail of ITS approval. Reference the CP-1 number and dates covered by the payment on each copy of your purchase order. Contact ITS for revised approval if: vendor or acquisition plan changes; there are major changes to the configuration; CP-1 has expired; or the total expended amount exceeds the CP-1 Life cycle limit. It is important to issue your purchase order number promptly upon receipt of this CP-1 because the vendor is not required to honor pricing indefinitely. The CP-1 may contain an expiration date which the vendor will honor pricing, in order to allow sufficient time to complete paperwork.

**Section 400: Codes and Policies**

FIN. & ADMIN. - BUREAU OF BUILDING ATTN: MR. BURTON SPENCER 501 NORTH WEST STREET, SUITE 1401B JACKSON MS 39201  HANDMAIL  Location/Use information: EMCC GC# 204-033	PLACE ORDER TO: UPCHURCH TELECOM AND DATA INC P O BOX 301 GREENWOOD MS 38935-0301  MAKE PAYMENTS TO: UPCHURCH TELECOM AND DATA INC P O BOX 301 GREENWOOD MS 38935-0301
--	--

FUND NUMBER(S) 392R	SAAS AGCY CODE	MAX ANNUAL % INCREASE 0.00 %	CP1 LIFEYCLE LIMIT 12449.66 1 PAYMENT	RFP NO(S) SOLE SOURCE/RFP NOT RQD	REV N	DIVISION DP
	SAAS VENDOR V0001141090			PRNO DAR-30341-3	ATHY D	DATE ISSUED 10/06/1998

DESCRIPTION OF USE:  
 INCREASE CAPACITY TO THE MAYHEW CAMPUS PBX TO ACCOMMODATE NEW TECHNOLOGY CENTER.

COMMENTS/SPECIAL INSTRUCTIONS:  
 THIS EQUIPMENT ADD IS BEING PERFORMED BY VENDOR THAT CURRENTLY HAS MAINTENANCE CONTRACT.

QTY	PRODUCTS	EACH RETAIL	EACH NET	EXTENDED NET	MIN CODE	SAAS COMMODITY CODES:
1	NEC 1400 CAPACITY INCREASE		12,326.40	12,326.40	162	72557000000
	ONE TIME			12,326.40		

.....End of CP-  
 1.....

APPROVED ITS   DATE: 10/06/1998	DISTRIBUTION TO:  FILE: DAR30341 DFA/FCD
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Need PPRB Notice of Award approval to ITS

Need ITS Notice to Proceed

**Section 400: Codes and Policies**

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## SUSTAINABILITY

**400.11** (added 7/18/08)

### **SUSTAINABILITY POLICY**

Sustainable design seeks to reduce negative impacts on the environment and optimize use of non-renewable resources. In order to optimize site potential, conserve water, minimize energy consumption, promote use of local and environmentally preferable products, the Bureau has set forth the following policy for sustainable design for state-funded buildings throughout the state, in accordance with the following 2008 Legislative mandate and in accordance with the Memorandum of Direction from the Department of Finance and Administration to the Bureau to comply.

*Senate Bill 3007, Laws of 2008 (hereinafter referred to as SB3007, L'08): AN ACT TO REQUIRE THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO ADOPT CERTAIN RULES AND REGULATIONS REGARDING ENERGY PERFORMANCE OF STATE-FUNDED BUILDINGS THROUGHOUT THE STATE; TO PROVIDE THAT EACH MAJOR FACILITY CONSTRUCTION PROJECT SHALL BE DESIGNED AND CONSTRUCTED TO EXCEED THE REQUIREMENTS OF THE ENERGY CONSERVATION GUIDES ADOPTED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION BY AT LEAST 30% UNDER CERTAIN CIRCUMSTANCES; AND FOR RELATED PURPOSES*

#### **A. SITE ISSUES**

1. Development of inappropriate sites shall be avoided where possible.
2. Repair and renovation of existing facilities and/or expansion/redevelopment of currently developed sites shall be given preference to development of virgin sites.
3. Development of sites shall be executed with the goal of maximizing open and/or vegetative space and minimizing heat islands.
  - (a) Solar Reflectance Index for paving and roofing materials shall be a consideration for product selection.
  - (b) Inclusion of trees in parking lot designs which will provide shade within five (5) years of occupancy shall be a consideration.

#### **B. WATER EFFICIENCY**

1. Specification of indigenous and/or drought resistant plants shall be considered to reduce dependence on potable water irrigation systems.
2. High efficiency plumbing fixtures shall be specified where feasible. Waterless fixtures are not required or preferred.

#### **C. ENERGY PERFORMANCE**

1. Each major facility project shall be designed and constructed to exceed the baseline requirements of the Energy Conservation Code [See **400.1**] adopted by the Department of Finance and Administration/Bureau of Building, Grounds and Real Property Management by at least thirty percent (30%). [**SB3007, L'08**] For the purposes of this requirement, a major facility project is defined as:

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### **Section 400: Codes and Policies**

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- (a) From July 1 through December 31, 2009, any new construction project larger than twenty thousand (20,000) gross square feet
  - (b) From January 1, 2010, through December 31, 2010, any new construction project larger than fifteen thousand (15,000) gross square feet
  - (c) From January 1, 2011, through December 31, 2011, any new construction project larger than ten thousand (10,000) gross square feet
  - (d) From January 1, 2012, and thereafter, any new construction project larger than five thousand (5,000) gross square feet
  - (e) Any repair and renovation project which involves more than fifty percent (50%) of the replacement value of the facility.
2. Exempt from this requirement are any major facility projects which do not have conditioned space as defined by ASHRAE 90.1. [SB3007, L'08]
  3. Exempt from this requirement are any major facility projects where compliance is not cost effective. For the purposes of this requirement, cost effectiveness shall mean payback within a seven (7) year time period. Documentation of such exemption, including justification and identification of reduced energy performance goal (if any), shall be recorded in the Minutes of the Governing Board having jurisdiction for the facility (for Bureau projects, documentation shall be via Standard Approval Form).
  4. Baseline requirements shall be as defined by the prescriptive compliance path of ASHRAE 90.1.
  5. Where performance above baseline is required, Energy Cost Budget Method of ASHRAE 90.1 shall be used to document compliance.
  6. All major facility projects shall be commissioned by a Commissioning Authority Professional independent of the Prime Professional for the project to assure that all energy related systems are installed, calibrated and perform according to project requirements and the Contract Documents. The Commissioning Authority Professional (individual and firm) shall be registered to practice engineering in the State of Mississippi and shall be either certified by the Building Commissioning Association as a certified commissioning professional and/or accredited by the University of Wisconsin-Madison as a commissioning process provider.

#### D. PRODUCT SELECTION

1. Where materials, finishes, furnishings, and other products made in or incorporating materials produced in Mississippi meet project requirements, the Professional shall include such products in the specifications. [SB3007, L'08]
  - (a) Where both Mississippi manufactured products and non-Mississippi manufactured products are identified as equals, product origin shall not constitute a bid preference.
  - (b) Where only one Mississippi product meets project requirements, this shall not justify single source exception from bidding requirements. [Mississippi Code 1972, Annotated, Sec.31-7-13-m(viii)]
  - (c) A listing of Mississippi manufacturers is available from the Mississippi Development Authority [www.mississippi.org](http://www.mississippi.org)
2. Where materials, finishes, furnishings, and other products with recycled content are available, are cost-effective and meet project requirements, Professional shall consider specifying these products over comparable products without recycled content.

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#### Section 400: Codes and Policies

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- (a) Where both recycled content products and products without recycled content are identified as equals, recycled content shall not constitute a bid preference.
    - (b) Where only one manufacturer meets recycled content goal, this shall not justify single source exception from bidding requirements. [**Mississippi Code 1972, Annotated**, Sec.31-7-13-m(viii)]
  3. Where materials, finishes, furnishings, and other products with low volatile organic compound emissivity are available, are cost-effective and meet project requirements, Professional shall consider specifying these products over comparable products with higher volatile organic compound emissivity.
    - (a) Where both low VOC products and higher VOC products are identified as equals, VOC emissivity shall not constitute a bid preference.
    - (b) Where only one manufacturer meets low VOC goal, this shall not justify single source exception from bidding requirements. [**Mississippi Code 1972, Annotated**, Sec.31-7-13-m(viii)]
  4. Where materials, finishes, furnishings, and other products containing rapidly renewable materials are available, are cost-effective and meet project requirements, Professional shall consider specifying these products over comparable products without rapidly renewable material content.
    - (a) Where both rapidly renewable content products and products without rapidly renewable content are identified as equals, rapidly renewable content shall not constitute a bid preference.
    - (b) Where only one manufacturer meets low rapidly renewable content goal, this shall not justify single source exception from bidding requirements. [**Mississippi Code 1972, Annotated**, Sec.31-7-13-m(viii)]

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## Section 400: Codes and Policies

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# Preplanning Procedures

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Section 500

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## SECTION 500: PREPLANNING PROCEDURES

### 500.1

#### PREPLANNING PHASES

Each funded Project goes through a planning process delineated by the Bureau and stipulated in the Professional's contract as basic services.

The following guidelines have been developed to achieve the preplanning process.

#### **Preplanning Phases**

- \* Program
- \* Schematic Design
- \* Legislative Submittal Data

### 500.2

#### CONSULTANTS

At the onset of the preplanning process, the Professional and/or Using Agency may request the services of special Consultants who have expertise in particular fields needed for the Project. Requests for Consultants must be made in writing by the Professional and will include the scope of work and the costs for the consulting service(s) if the service(s) is an additional cost to the Bureau beyond that of basic services.

If a Consultant is retained, the Professional will pay any portion of the Consultant's fee that is considered part of basic services and the Consultants will be listed in the Professional's contract with the Bureau and recorded across the Bureau's *Standard Approval Form - Record of Action*. Any change in Consultant status, will need written approval from the Bureau.

In some instances, the Consultant's fee, or a portion thereof, will be considered as an additional fee or service. The Professional will then be reimbursed separately for the Consultant's services.

In this instance, the Professional will provide the Bureau a copy of the Consultant's proposal clearly stating the scope, schedule of services, and cost of these special services.

#### **Consulting Services**

- \* Costs which are a part of basic services
- \* Costs which are in excess of basic services
- \* Travel related expenses

The Bureau will not approve travel costs as an unknown, open-ended reimbursement, but will require an agreed amount supported by the estimated number of visits which includes time and reasonable costs associated with each visit. Special Consultants are, but not limited to *Program, Structural, Mechanical, Electrical, Asbestos, Furniture and Equipment, Theatrical, Acoustical, Cost Estimate, Kitchen and Landscape*.

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### Section 500: Preplanning Procedures

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**500.3****SCHEDULE/TIME**

The Professional shall perform the required services as expeditiously, skillfully and consistently as possible in order to have the Work progress in a timely manner. A *Schedule of Performance* may be established in one of the following manners:

1. Upon execution of the *Standard Form of Agreement Between the Owner and the Professional*, the Professional will submit to the Bureau Staff for approval a *Schedule of Performance* which include time allowances for review and approval of submissions by the Bureau and the Using Agency. When the *Schedule* has been approved, it will not - except for reasonable cause - be exceeded or changed by the Professional unless approved by the Bureau.
2. The Professional may be required to submit a *Schedule of Performance* during the interview process, or prior to the execution of the *Agreement Between the Owner and the Professional*. In this instance, the *Schedule* - upon approval - will become a part of the *Agreement* and may not be exceeded or changed unless approved by the Bureau.

An example of the Professional's *Schedule of Performance* as noted in Paragraph 2.2 of the *Agreement Between the Owner and the Professional* is as follows:

- .1 Professional services beginning date:   (Date)
- .2 Program Phase:   Number (XX)   days
- .3 Schematic Phase:   Number (XX)   days
- .4 Design Development Phase:   Number (XX)   days
- .5 Construction Document Phase:   Number (XX)   days
- .6 Total planning:   Number (XX)   days

**500.4****SURVEYS/BORINGS/TESTS**

Following the procedures for surveys/borings/tests outlined in **Section 400**, Professional will be responsible for obtaining all surveys, subsurface reports, miscellaneous tests, engineering data and any other information necessary to develop planning of the Work. The Professional will obtain this information from competent laboratories, licensed engineers and surveyors selected by and responsible to the Professional. The Bureau will approve the cost and selection prior to the work being ordered.

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## PROGRAM PHASE

**500.5** (amended 500.5.7 07/15/08 SOS by adding 400.11)

### THE PROGRAM

From time to time, it is necessary to prepare a written Program of the Using Agency's needs prior to the actual planning process. When a Program is required, it will be so stated in the *Standard Form of Agreement Between the Owner and the Professional*. The Program phase must have written approval by the Bureau before proceeding with the Schematic Design Phase.

Initially, the Professional will meet with the Bureau Staff to ascertain general requirements for the Project and will meet with the Using Agency and Bureau Staff to define the Scope, the functional and departmental objectives, relationship of Project to other structures and facilities, and the criteria for site selection.

The Professional will advise the Bureau as to the Project's projected cost and time requirements. The Professional will prepare and submit to the Bureau ten (10) copies of a comprehensive written Program which including the following minimum elements:

1. **Goal:** Design objectives, limitations, and criteria
2. **Site:** Site requirements and analysis including location, boundaries, topography, subsurface, vegetation, utilities, climate, flooding, traffic, noise, and adjacent buildings
3. **Space:** Space requirements and relations including
4. narrative description by area (square footage recommendations)
4. **People:** Number and functional responsibility of personnel
5. **Equipment:** Special equipment and systems
6. **Alterations:** Flexibility and ability to expand
7. **Energy:** Energy and sustainability considerations (400.11)
8. **Existing:** Analysis of existing facilities
9. **Concept:** Summary of Project concept, scope and goal
10. **Budget:** Total Project Budget

#### Minimum Elements

- \* Goal
- \* Site
- \* Space
- \* People
- \* Equipment
- \* Alterations
- \* Energy
- \* Existing Facilities
- \* Concept
- \* Budget

The Using Agency will be responsible for preparing a Program of furniture and equipment requirements and estimated costs. The Professional and Bureau Staff will assist the Using Agency, if needed.

After the Using Agency and Professional have received written notification that the Program has been approved, the Professional will proceed with the Schematic Design Phase.

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### Section 500: Preplanning Procedures

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**500.6****PROGRAM EXAMPLE**

The following is an excellent example of various phases included in a Program phase:

- 1.0 **DOCUMENT PLANNING SITUATION, PROJECT OBJECTIVES, LOCATION AND SCOPE**
  - 1.1 Describe conditions leading to need for this two-phase capital renovation project; document existing facilities and project sites, in terms of space available and condition.
  - 1.2 Outline project purpose, design objectives, and proposed occupants. Provide overview of affected administrative functions.
  - 1.3 Define project scope inclusive of size (e.g. renovation area, additional floor area, etc.) and anticipated design, construction and occupancy schedule.
  - 1.4 Defined required interim use of other facilities during the primary renovation.
  
- 2.0 **DEFINE PROJECT RATIONALE, ANALYZE FUNCTIONAL REQUIREMENTS AND DETERMINE SPACE ALLOCATIONS**
  - 2.1 State program and design goals for the proposed project.
  - 2.2 Analyze administrative and functional requirements; define facility and site issues.
  - 2.3 Present staff and other relevant statistical data in support of project need/rationale.
  - 2.4 Determine administrative space requirements for: administrative service areas, open space work areas, group offices, private offices, meetings rooms, and office support facilities, as well as for all other project functions such as ceremonial spaces in the primary building to be renovated.
  - 2.5 Develop listing of spaces to be provided in the renovated facilities.
  - 2.6 Utilize comparative office space standards for the Using Agency, State Government, and other entities.
  
- 3.0 **PREPARE DETAILED DESCRIPTIONS OF THE SPACES TO BE PROVIDED**
  - 3.1 Provide detailed descriptions of each space:
    - a. Name, function, and type of space
    - b. Approximate size (NASF)
    - c. HEGIS space code designation
    - d. Special design considerations
    - e. Functional relationships between spaces
  - 3.2 Provide graphic illustrations of desired relationships among all major spaces of the project.
  
- 4.0 **DEFINE DESIGN CRITERIA AND SPECIFIC PROJECT CONSIDERATIONS**
  - 4.1 Prepare listing of general architectural design considerations for the project, including standard items specified by the Using Agency.
  - 4.2 Prepare statement of special design considerations, including site issues that are unique to this project:
    - a. Project sequencing and schedule constraints
    - b. Required demolition
    - c. Project limits
    - d. Energy goals
    - e. Landscaping or site development requirements
    - f. Special utility requirements/interfaces
  
- 5.0 **PROVIDE LIMITED STAFF TIME FOR PROJECT REVIEWS AND REVISIONS**
  - 5.1 Submit program document to the Bureau of Building, Grounds and Real Property Management and the Using Agency for reviews and revisions prior to general distribution.
  - 5.2 Reserve two (2) work days for attendance/participation in review meetings and for accomplishing necessary document revisions at each of the two progress milestones.

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## SCHEMATIC DESIGN PHASE

### 500.7

#### SCOPE DEFINITION

If the Professional has not been provided with a Program (as described in **Section 400**), or one has not been developed, the Professional will prepare and submit to the Bureau four (4) copies of a comprehensive written document detailing the Project's Scope which includes the following minimum elements:

1. **General:** General statement of work to be accomplished
2. **Goal:** Design objectives, limitations, and criteria
3. **Space:** Space requirements and relations including narrative description by area (square footage recommendations)
4. **People:** Number and functional responsibility of personnel
5. **Equipment:** Special equipment and systems
6. **Concept:** Summary of Project concept, scope and goal
7. **Budget:** Total Project Budget

### 500.8

#### THE SCHEMATIC DESIGN

The Schematic Design Documents generated by the Professional consist of a written report as well as preliminary drawings. The following paragraphs outline general requirements for the Schematic Design phase and the submissions of required data.

Although the Schematic Design phase is general and non-specific in nature by comparison to other planning phases, importance should be given to detail and direction from the very beginning in order to utilize time and expend funds wisely.

These phases will be discussed and enumerated individually over the next several pages.

#### **Schematic Design Phase**

- \* Program or Scope Definition
- \* Site Analysis
- \* Design Concept
- \* Conceptual Drawings
- \* Visual Studies
- \* Design Concept Approval

### 500.9

#### SITE ANALYSIS

The Professional will develop and provide for the Bureau's review, an analysis of the Project site describing the following basics.

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A rough sketch of the site showing the observations of site conditions and environment affecting the Project will be developed. A local land use map, a city or county planning map, or a United States Geological Survey map, together with the survey, will be utilized to prepare the site analysis sketch.

The general topographic survey information such as grades, walks, roads, water features, structures, tree masses, major utility lines, property lines, *set back* requirements or other restrictions will be shown on the site analysis sketch.

- \* Significant features of physical environment
- \* Characteristics of the site
- \* Climate
- \* Topography
- \* Soils and their conditions
- \* Ecology
- \* Utilities
- \* Circulation, views and noise
- \* Existing structures
- \* Statement of the above factors on the design

The site analysis sketch may be drawn directly on a print of the survey if it is inclusive enough to show the character of the site and the immediate surroundings which affect the Project. If site conditions outside the survey are required to adequately present the information, an additional sketch or overlay will be prepared.

#### **500.10 DESIGN CONCEPT**

The site analysis, rough sketches and a brief written description of the design concept will be developed (plans and elevations), as well as photographs (snapshots) of the area contiguous to the site. The sketches may be freehand, but must show enough information to illustrate the architectural character of the proposed Project with emphasis on the following characteristics: unity and harmony with the surrounding area and buildings, style of architecture, proportions, exterior facing materials, local zoning requirements, if any, and structural concept of the building.

In general terms, Schematic Design Documents are comprised of single-line drawings translating the space requirements and program requirements into plans, elevations and sections. During this planning phase, the Professional will be furnished topographic and site boundary information on which the proposed building is to be erected, or he will obtain the survey on a reimbursable basis. The Professional will also furnish a cost estimate to remove Hazardous Containing Materials (HCM). Extensive investigation and testing for HCM are not required during the Schematic Document phase. The Professional will comply with those codes set forth in this Manual. [See **Section 400.**]

After the site analysis/design concept has been approved, the Professional will proceed to complete the Schematic Design submission according to the approved schedule of time and instructions issued by the Bureau.

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### **Section 500: Preplanning Procedures**

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**500.11****CONCEPTUAL DRAWINGS**

The Professional will develop and provide for the Bureau's review Conceptual Drawings of alternative approaches for translating the Program requirements into conceptual design solutions.

**Conceptual Drawings**

- \* Functional relationships within the Program
- \* Consideration of relationships to master plans and environment
- \* Consideration of land use
- \* Traffic, parking, transportation
- \* Utilities
- \* Organization of major building functions

**500.12****VISUAL STUDIES**

The Professional will prepare and provide for the Bureau visual studies related to the concepts listed in the paragraph above including, but not limited to:

- \* Massing studies in model and/or diagrammatic form
- \* Sketches of design concept showing elevations/exterior appearances
- \* Other sketches or visual studies necessary for evaluation of alternative concepts

**500.13****DESIGN CONCEPT APPROVAL**

Upon approval by the Bureau of the developed Design Concept, the Professional will prepare and submit to the Bureau Schematic Design drawings of the approved concept which include, but are not limited to:

1. The basic design approach drawn at an agreed upon scale
2. Site location in relationship to the existing environment
3. Relationship to master plans
4. Circulation
5. Organization of building functions
6. Functional/aesthetic aspects of the design concepts under study
7. Graphic description of critical details
8. Visual and functional relationship
9. Compatibility of the surrounding environment

Schematic drawings will clearly show the Project's basic design and need for elaboration beyond the requirements set forth in the text:

1. **Site Plan:** The following note will appear on the site plan: *Based on topographic survey dated (Date) or Based on site documents furnished by (Name).*

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2. **Floor Plan:** The following note will appear on the floor plans: *Based on program requirements dated \_\_\_\_\_ (Date)\_\_\_\_\_.* The square footage *requested* by the program and *provided* in the Schematic Design for each activity (net assignable area) by floors will be shown on a schedule on the Schematic Design floor plans adjacent to each floor plan. The first sheet of the floor plans will included a table of *Grand Totals of Areas* (in square feet) broken down by floors into net assignable areas, custodial, mechanical, electrical, miscellaneous spaces, horizontal and vertical circulation spaces. The gross area of the building will also be shown on the schedules. New areas of rooms, or other spaces, will be indicated only on the schedules and not on the Schematic Design floor plans. The floor which is approximately on the same level as the main entrance is designated as the *first floor*. When the lot slopes downward from the main facade so that one or more secondary entrances lead to a level below the first floor, this level will be designated as the *ground floor*. When the lot slopes upward from the main facade, there is no *ground floor*. A secondary public entrance at the rear of the building may be at the mezzanine or second-story level.
  3. **Roof Plan:** Show all levels of the roof, their elevations or slopes.
  4. **Elevations:** The elevations will be block outlines and breaks to indicate the various masses and how they coincide with the plans. Typical proposed window arrangement and exterior material indications will be shown only to the extent necessary to suggest possible design in accord with the concept sketches. Floor-to-floor dimensions will be shown. Definitely planned or probable future extensions will be indicated by dotted outlines on the plans and elevations. The words "Future Extension" should be noted to indicate the limits of the extensions.
  5. **Transverse and Longitudinal Sections:** In both the longitudinal and transverse sections, the important rooms (indicated by name or abbreviations) will be shown, as well as floor dimensions.

The drawings must show calculations for circulation areas, entrances, exits, stairways, exit stairways, passenger and freight elevators and escalators. The overall space divisions for each activity corresponding to the program requirements must be shown. Major spaces for mechanical and electrical equipment, public toilet rooms, major stacks and major chases must be indicated.

Partitions of each major room will be indicated on the drawings. At the Professional's option, the following may or may not be shown: door swings, closets, small storage areas, private toilets, recesses and alcoves within a given area.

Diagrammatic drawings will indicate space for mechanical and electrical equipment, toilet rooms and the number and location of elevators or escalators. Location and capacity of electricity, gas, water and sewer lines available for the Project and the approximate location of connections will also be indicated on the site plan.

In addition, diagrammatic drawings will be sufficiently developed with regard to column locations, grades and story heights to determine a sound structural scheme. The Professional will not submit diagrammatic drawings which have not been analyzed by the structural consultant and for which a feasible structural system has not been determined. The structural systems may be indicated by drawings or by written descriptions.

Since the building design and arrangement is dependent on the types of mechanical and electrical systems selected, it is necessary that the mechanical and electrical engineers be brought in at the concept stage of

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the design. The economic analysis description of systems and space requirements for mechanical and electrical systems will be included with the submission. The Professional, along with the structural, mechanical and electrical consultants, will stamp their Professional seal on respective drawings or submittal information.

**500.14**  
**SCALE OF DIMENSIONS**

The site plan will be a scale of 1"=30' to 1"=50'. Other Schematic drawings will be drawn to 1/8", 1/16" or 1/32" scale and will be noted under the title of each sheet of drawing. The dimensions will be approximately correct but not necessarily final. The preferred sheet size is 24" x 36", including borders.

When reducing the original drawings to half-scale, all dimensions and notes will be a minimum of 3/16" or 1/8" in height, or larger in order to permit reduction.

**500.15**  
**DESCRIPTION OF BUILDING**

The Professional will prepare and submit to the Bureau a description of building systems and give design criteria for major elements of the basic building systems:

- |  |
|--|
| <p><b>Criteria for Major Elements</b></p> <ul style="list-style-type: none"><li>* Structure</li><li>* Foundations</li><li>* Floor grade and systems</li><li>* Roof</li><li>* Exterior/interior walls/partitions</li><li>* Interior finishes</li><li>* Sight lines</li><li>* Stairs and Elevators</li><li>* Specialty Items</li><li>* Mechanical Systems</li><li>* Built-in Equipment</li><li>* Site Construction</li></ul> |
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**500.16**  
**PROJECT BUDGET**

The Professional will provide in writing a final Total Project Budget which includes all anticipated expenses. The Bureau may authorize the Professional to obtain independent estimated cost on a reimbursable basis, or the Bureau may pay the estimating firm directly. Estimates will be based on adjusted square foot or cubic foot cost of similar construction in the area of the Project or on a system cost study of the Project. Cost estimates will contain escalation factors in six (6) month increments for the subsequent two (2) years.

**500.17**  
**SCHEMATIC DESIGN SUBMISSION**

The Professional will prepare and submit to the Bureau two (2) sets of Schematic Documents, an Estimated Total Project Budget reflecting the cost estimate based on proposed square footage and/or volume unit costs, furniture and equipment, fees and contingency.

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The Professional will also forward copies of the Schematic Documents to the Using Agency and its Governing Board for review. If the Using Agency or Governing Board has any comments regarding the documents, these comments should be forwarded to the Bureau through written correspondence.

The Using Agency, Governing Board and Review by Others (where applicable) will approve each design phase and notify the Bureau in writing of such approval. Upon approval of the Schematic Design phase by the Bureau, the Professional will be notified in writing to proceed with the Design Development phase.

## **500.18**

### **SUBMISSION TO THE LEGISLATURE**

If the planning of this Project was mandated by the Legislature, after final approval, the Professional will provide the Bureau with ten (10) sets of the complete preplanning documents for submission to the Legislature. The sets will include, but not be limited to, the following:

1. **Visual Presentation:** A colored print of the prospective is preferred; however, if one was not prepared, an elevation or building sketch conveying the facility's design and character will be necessary.
2. **Program:** A copy of an executive summary, or the entire Program document.
3. **Drawings:** Half scale set of all drawings.
4. **Cost Estimate:** Cost estimate prepared in a format required by the Bureau.

# Planning Procedures

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Section 600

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## SECTION 600: PLANNING PROCEDURES

### 600.1 PLANNING PHASES

Each funded Project goes through a planning process delineated by the Bureau and stipulated in the Professional's Contract as basic services.

The following guidelines have been developed to achieve the planning process.

#### Planning Phases

- \* Program Phase
- \* Schematic Design Phase
- \* Design Development Phase
- \* Construction Document Phase
- \* Bidding Phase

### 600.2 CONSULTANTS

At the onset of the planning process, the Professional and/or Using Agency may request the services of special Consultants who have expertise in particular fields needed for the Project. Requests for Consultants must be made in writing by the Professional and will include the scope of work and the costs for the consulting service(s) if the service(s) is an additional cost to the Bureau beyond that of basic services.

If a Consultant is retained, the Professional will pay any portion of the Consultant's fee that is considered part of basic services and the Consultants will be listed in the Professional's contract with the Bureau and recorded across the Bureau's *Standard Approval Form - Record of Action*. Any change in Consultant status, will need written approval from the Bureau.

In some instances, the Consultant's fee, or a portion thereof, will be considered as an additional fee or service and the Professional will then be reimbursed separately for these services. In this instance, the Professional will provide the Bureau a copy of the Consultant's proposal clearly stating the scope, schedule of services, and cost of these special services.

#### Consultant Services

- \* Costs which are a part of basic services
- \* Costs which are in excess of basic services
- \* Travel related expenses

The Bureau will not approve travel costs as an unknown, open-ended reimbursement, but will require an agreed amount supported by the estimated number of visits which includes time and reasonable costs associated with each visit. Special Consultants are, but not limited to *Program, Structural, Mechanical Electrical, Asbestos, Furniture and Equipment, Theatrical, Acoustical, Cost Estimate, Kitchen, Landscape*.

### 600.3 SCHEDULE/TIME

The Professional needs to perform the required services as expeditiously, skillfully and consistently as possible in order to have the Work progress in a timely manner. A *Schedule of Performance* may be established in one of the following manners:

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1. Upon execution of the *Standard Form of Agreement Between the Owner and the Professional*, the Professional may submit to the Bureau Staff for approval a *Schedule of Performance* which will include time allowances for review and approval of submissions by the Bureau and the Using Agency. When the *Schedule* has been approved, it will not - except for reasonable cause - be exceeded or changed by the Professional unless approved by the Bureau.

2. The Professional may be required to submit a *Schedule of Performance* during the interview process, or prior to the execution of the *Standard Form of Agreement Between the Owner and the Professional*. In this instance, the *Schedule* - upon approval - will become a part of the *Agreement* and may not be exceeded or changed unless approved by the Bureau.

An example of the Professional's *Schedule of Performance* as noted in Paragraph 2.2 of the *Standard Form of Agreement Between the Owner and the Professional* is as follows:

- |  |
|--|
| <ul style="list-style-type: none"><li>.1 Professional services beginning date: .....(Date).....</li><li>.2 Program Phase:.... <i>Number (XX)</i> .... days</li><li>.3 Schematic Phase:.... <i>Number (XX)</i> . days</li><li>.4 Design Development Phase: ...<i>Number (XX)</i>..... days</li><li>.5 Construction Document Phase: ..<i>Number (XX)</i>.. days</li><li>.6 Total planning: .... <i>Number (XX)</i> .... days</li></ul> |
|--|

#### **600.4**

#### **SURVEYS/BORINGS/TESTS**

Following the procedures for surveys/borings/tests outlined in this Manual [See **Section 400.**], the Professional will be responsible for obtaining all surveys, subsurface reports, miscellaneous tests, engineering data and any other information necessary to develop planning of the Work. The Professional will obtain this information from competent laboratories, licensed engineers and surveyors selected by and responsible to the Professional. The Bureau will approve the cost and selection prior to the work being ordered.

### **PROGRAM PHASE**

**600.5** (amended 600.5.7 07/15/08 SOS by 400.11)

#### **THE PROGRAM**

From time to time, it is necessary to prepare a written Program of the Using Agency's needs prior to the planning process. When a Program is required, it will be so stated in the *Agreement Between the Owner and the Professional*. The Program phase must have written approval by the Bureau before proceeding with the Schematic Design Phase.

Initially, the Professional will meet with the Bureau Staff to ascertain general requirements for the Project and will meet later with the Using Agency and Bureau Staff to define the Scope, the functional and departmental objectives, relationship of Project to other structures and facilities, and criteria for site selection.

The Professional will advise the Bureau as to the Project's projected cost and time requirements. The

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Professional will prepare and submit to the Bureau ten (10) copies of a comprehensive written Program including the following minimum elements:

1. **Goal:** Design objectives, limitations, and criteria
2. **Site:** Site requirements and analysis including location, boundaries, topography, subsurface, vegetation, utilities, climate, flooding, traffic, noise, and adjacent buildings
3. **Space:** Space requirements and relations including narrative description by area (square footage recommendations)
4. **People:** Number and functional responsibility of personnel
5. **Equipment:** Special equipment and systems
6. **Alterations:** Flexibility and ability to expand
7. **Energy:** Energy and sustainability considerations (400.11)
8. **Existing:** Analysis of existing facilities
9. **Concept:** Summary of Project concept, scope and goal
10. **Budget:** Total Project Budget

<b>Minimum Elements</b>
* Goal
* Site
* Space
* People
* Equipment
* Alterations
* Energy
* Existing Facilities
* Concept
* Budget

The Using Agency will be responsible for preparing a Program of furniture and equipment requirements and estimated costs following the procedures outlined in **Section 800**. The Professional and Bureau Staff will assist the Using Agency, if needed.

After the Using Agency and Professional have received written notification that the Program has been approved, the Professional will proceed with the Schematic Design Phase.

## **600.6 PROGRAM EXAMPLE**

The following page gives an excellent *example* of various aspects included in a Program phase:

- 1.0 **DOCUMENT PLANNING SITUATION, PROJECT OBJECTIVES, LOCATION AND SCOPE**
  - 1.1 Describe conditions leading to need for this two-phase capital renovation project; document existing facilities and project sites, in terms of space available and condition.
  - 1.2 Outline project purpose, design objectives, and proposed occupants. Provide overview of affected administrative functions.
  - 1.3 Define project scope inclusive of size (e.g. renovation area, additional floor area, etc.) and anticipated design, construction and occupancy schedule.
  - 1.4 Defined required interim use of other facilities during the primary renovation.
- 2.0 **DEFINE PROJECT RATIONALE, ANALYZE FUNCTIONAL REQUIREMENTS AND DETERMINE SPACE ALLOCATIONS**
  - 2.1 State program and design goals for the proposed project.
  - 2.2 Analyze administrative and functional requirements; define facility and site issues.
  - 2.3 Present staff and other relevant statistical data in support of project need/rationale.
  - 2.4 Determine administrative space requirements for: administrative service areas, open space work areas, group offices, private offices, meetings rooms, and office support facilities, as well as for all other project functions such as ceremonial spaces in the primary building to be renovated.
  - 2.5 Develop listing of spaces to be provided in the renovated facilities.
  - 2.6 Utilize comparative office space standards for the Using Agency, State Government, and other entities.

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### 3.0 PREPARE DETAILED DESCRIPTIONS OF THE SPACES TO BE PROVIDED

- 3.1 Provide detailed descriptions of each space:
  - a. Name, function, and type of space
  - b. Approximate size (NASF)
  - c. HEGIS space code designation
  - d. Special design considerations
  - e. Functional relationships between spaces
- 3.2 Provide graphic illustrations of desired relationships among all major spaces of the project.

### 4.0 DEFINE DESIGN CRITERIA AND SPECIFIC PROJECT CONSIDERATIONS

- 4.1 Prepare listing of general architectural design considerations for the project, including standard items specified by the Using Agency.
- 4.2 Prepare statement of special design considerations, including site issues that are unique to this project:
  - a. Project sequencing and schedule constraints
  - b. Required demolition
  - c. Project limits
  - d. Energy goals
  - e. Landscaping or site development requirements
  - f. Special utility requirements/interfaces

### 5.0 PROVIDE LIMITED STAFF TIME FOR PROJECT REVIEWS AND REVISIONS

- 5.1 Submit program document to the Bureau of Building, Grounds and Real Property Management and the Using Agency for reviews and revisions prior to general distribution.
- 5.2 Reserve two (2) work days for attendance/participation in review meetings and for accomplishing necessary document revisions at each of the two progress milestones.

## SCHEMATIC DESIGN PHASE

### 600.7

#### SCOPE DEFINITION

If the Professional has not been provided with a Program, or one has not been developed, the Professional will prepare and submit to the Bureau four (4) copies of a comprehensive written document detailing the Project's Scope which includes the following minimum elements:

1. **General:** General statement of work to be accomplished
2. **Goal:** Design objectives, limitations, and criteria
3. **Space:** Space requirements and relations including narrative description by area (square footage recommendations)
4. **People:** Number and functional responsibility of personnel
5. **Equipment:** Special equipment and systems
6. **Concept:** Summary of Project concept, scope and goal
7. **Budget:** Total Project Budget

### 600.8

#### THE SCHEMATIC DESIGN

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The Schematic Design Documents generated by the Professional consist of a written report as well as preliminary drawings. The following paragraphs outline general requirements for the Schematic Design phase and the submissions of required data.

Although the Schematic Design phase is general and non-specific in nature by comparison to other planning phases, importance should be given to detail and direction from the very beginning in order to utilize time and expend funds wisely.

These phases will be discussed and enumerated individually over the next several pages.

- |  |
|--|
| <p><b>Schematic Design Phase</b></p> <ul style="list-style-type: none"><li>* Program or Scope Definition</li><li>* Site Analysis</li><li>* Design Concept</li><li>* Conceptual Drawings</li><li>* Visual Studies</li><li>* Design Concept Approval</li></ul> |
|--|

**600.9**  
**SITE ANALYSIS**

The Professional will develop and provide for the Bureau's review, an analysis of the Project site describing the following basics.

A rough sketch of the site showing the observation of site conditions and environment affecting the Project will be developed. A local land use map, a city or county planning map, or a United States Geological Survey map, together with the survey, will be utilized to prepare the site analysis sketch.

The general topographic survey information such as grades, walks, roads, water features, structures, tree masses, major utility lines, property lines, *set back* requirements or other restrictions will be shown on the site analysis sketch.

- |  |
|--|
| <p><b>Site Analysis</b></p> <ul style="list-style-type: none"><li>* Significant features of physical environment</li><li>* Characteristics of the site</li><li>* Climate</li><li>* Topography</li><li>* Soils and their conditions</li><li>* Ecology</li><li>* Utilities</li><li>* Circulation, views and noise</li><li>* Existing structures</li><li>* Statement of the above factors on the design</li></ul> |
|--|

The site analysis sketch may be drawn directly on a print of the survey if it is inclusive enough to show the character of the site and the immediate surroundings which affect the Project. If site conditions outside the survey are required to adequately present the information, an additional sketch or overlay will be prepared.

**600.10**  
**DESIGN CONCEPT**

The site analysis, rough sketches and a brief written description of the design concept will be developed (plans and elevations), as well as photographs (snapshots) of the area contiguous to the site. The sketches may be freehand, but must show enough information to illustrate the architectural character of the proposed Project with emphasis on the following characteristics: unity and harmony with the surrounding area and buildings, style of architecture, proportions, exterior facing materials, local zoning requirements, if any, and structural

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concept of the building.

In general terms, Schematic Design Documents are comprised of single-line drawings translating the space requirements and program requirements into plans, elevations and sections. During this planning phase, the Professional will be furnished topographic and site boundary information on which the proposed building is to be erected, or he will obtain the survey on a reimbursable basis. The Professional will also furnish a cost estimate to remove Hazardous Containing Materials (HCM). Extensive investigation and testing for HCM are not required during the Schematic Document phase. The Professional will comply with those codes set forth in this Manual. [See **Section 400.**]

After the site analysis/design concept has been approved, the Professional will proceed to complete the Schematic Design submission according to the approved schedule of time and instructions issued by the Bureau.

### **600.11 CONCEPTUAL DRAWINGS**

The Professional will develop and provide for the Bureau's review Conceptual Drawings of alternative approaches for translating the Program requirements into conceptual design solutions.

#### **Conceptual Drawings**

- \* Functional relationships within the Program
- \* Consideration of relationships to master plans and environment
- \* Consideration of land use
- \* Traffic, parking, transportation
- \* Utilities
- \* Organization of major building functions

### **600.12 VISUAL STUDIES**

The Professional will prepare and provide for the Bureau visual studies related to the concepts listed in the paragraph above including, but not limited to:

1. Massing studies in model and/or diagrammatic form
2. Sketches of design concept showing elevations/exterior appearances
3. Other sketches or visual studies necessary for evaluation of alternative concepts

### **600.13 DESIGN CONCEPT APPROVAL**

Upon approval by the Bureau of the developed Design Concept, the Professional will prepare and submit to the Bureau Schematic Design drawings of the approved Concept which include, but are not limited to:

1. The basic design approach drawn at an agreed upon scale
2. Site location in relationship to the existing environment
3. Relationship to master plans
4. Circulation
5. Organization of building functions
6. Functional/aesthetic aspects of the design concepts under study
7. Graphic description of critical details
8. Visual and functional relationship

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## 9. Compatibility of the surrounding environment

Schematic drawings will clearly show the Project's basic design and need for elaboration beyond the requirements set forth in the text:

1. **Site Plan:** The following note will appear on the site plan: Based on topographic survey dated ....(Date)...or *Based on site documents furnished by..... (Name)...*
2. **Floor Plan:** The following note will appear on the floor plans: *Based on program requirements dated.... (Date)....* The square footage *requested* by the program and *provided* in the Schematic Design for each activity (net assignable area) by floors will be shown on a schedule on the Schematic Design floor plans adjacent to each floor plan. The first sheet of the floor plans will included a table of *Grand Totals of Areas* (in square feet) broken down by floors into net assignable areas, custodial, mechanical, electrical, miscellaneous spaces, horizontal and vertical circulation spaces. The gross area of the building will also be shown on the schedules. New areas of rooms, or other spaces, will be indicated only on the schedules and not on the Schematic Design floor plans. The floor which is approximately on the same level as the main entrance is designated as the *first floor*. When the lot slopes downward from the main facade so that one or more secondary entrances lead to a level below the first floor, this level will be designated as the *ground floor*. When the lot slopes upward from the main facade, there is no *ground floor*. A secondary public entrance at the rear of the building may be at the mezzanine or second-story level.
3. **Roof Plan:** Show all levels of the roof, their elevations or slopes.
4. **Elevations:** The elevations will be block outlines and breaks to indicate the various masses and how they coincide with the plans. Typical proposed window arrangement and exterior material indications will be shown only to the extent necessary to suggest possible design in accord with the concept sketches. Floor-to-floor dimensions will be shown. Definitely planned or probable future extensions will be indicated by dotted outlines on the plans and elevations. The words "Future Extension" should be noted to indicate the limits of the extensions.
5. **Transverse and Longitudinal Sections:** In both the longitudinal and transverse sections, the important rooms (indicated by name or abbreviations) will be shown, as well as floor dimensions.

The drawings must show calculations for circulation areas, entrances, exits, stairways, exit stairways, passenger and freight elevators and escalators. The overall space divisions for each activity corresponding to the program requirements must be shown. Major spaces for mechanical and electrical equipment, public toilet rooms, major stacks and major chases must be indicated.

Partitions of each major room will be indicated on the drawings. At the Professional's option, the following may or may not be shown: door swings, closets, small storage areas, private toilets, recesses and alcoves within a given area.

Diagrammatic drawings will indicate space for mechanical and electrical equipment, toilet rooms and the number and location of elevators or escalators. Location and capacity of electricity, gas, water and sewer lines available for the Project and the approximate location of connections will also be indicated on the site plan.

In addition, diagrammatic drawings will be sufficiently developed with regard to column locations, grades and story heights to determine a sound structural scheme. The Professional will not submit diagrammatic drawings

which have not been analyzed by the structural consultant and for which a feasible structural system has not

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been determined. The structural systems may be indicated by drawings or by written descriptions.

Since the building design and arrangement is dependent on the types of mechanical and electrical systems selected, it is necessary that the mechanical and electrical engineers be brought in at the concept stage of the design. The economic analysis description of systems and space requirements for mechanical and electrical systems will be included with the submission. The Professional, along with the structural, mechanical and electrical consultants, will stamp their Professional seal on respective drawings or submittal information.

**600.14**  
**SCALE OF DIMENSIONS**

The site plan will be a scale of 1"=30' to 1"=50'. Other Schematic drawings will be drawn to 1/8", 1/16" or 1/32" scale and will be noted under the title of each sheet of drawing. The dimensions will be approximately correct but not necessarily final. The preferred sheet size is 24" x 36", including borders. When reducing the original drawings to half-scale, all dimensions and notes will be a minimum of 3/16" or 1/8" in height, or larger in order to permit reduction.

**600.15**  
**BUILDING DESCRIPTION**

The Professional will prepare and submit to the Bureau a description of building systems and give design criteria for major elements of the basic building systems.

- |   |
|---|
| <p><b>Building Systems</b></p> <ul style="list-style-type: none"><li>* Structure</li><li>* Foundations</li><li>* Floor grade and systems</li><li>* Roof</li><li>* Exterior/interior walls/partitions</li><li>* Interior finishes</li><li>* Sight lines</li><li>* Stairs and elevators</li><li>* Specialty Items</li><li>* Mechanical Systems</li><li>* Built-in Equipment</li><li>* Site Construction</li></ul> |
|---|

**600.16**  
**PROJECT BUDGET**

The Professional will provide in writing a final Total Project Budget which includes all anticipated expenses. The Bureau may authorize the Professional to obtain independent estimated costs on a reimbursable basis, or the Bureau may pay the estimating firm directly. Estimates will be based on adjusted square foot or cubic foot cost of similar construction in the area of the Project or on a system cost study of the Project. Cost estimates will contain escalation factors in six (6) month increments for the subsequent two (2) years.

**600.17**  
**SCHEMATIC DESIGN SUBMISSION**

The Professional will prepare and submit to the Bureau two (2) sets of Schematic Documents, an Estimated Total Project Budget reflecting the cost estimate based on proposed square footage and/or volume unit costs, furniture and equipment, fees and contingency.

The Professional will also forward copies of the Schematic Documents to the Using Agency and its Governing

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Board for review. If the Using Agency or Governing Board has any comments regarding the documents, these comments should be forwarded to the Bureau through written correspondence. The Using Agency, Governing Board and Review by Others (where applicable) will approve each design phase and notify the Bureau in writing of such approval. Upon approval of the Schematic Design phase by the Bureau, the Professional will be notified in writing to proceed with the Design Development phase.

## **DESIGN DEVELOPMENT PHASE**

### **600.18**

#### **THE DESIGN DEVELOPMENT**

The Design Development Documents consist of a written report and detailed drawings based on approved Schematic Design documents. The following paragraphs set forth general requirements for the Design Development phase and the submission of required data.

The Design Development Phase is specific and detailed in nature by comparison to the Schematic Design Phase. The project design concept is further developed so most decisions and details regarding the entire facility are resolved. Reviews of the Design Development submission should resolve all questions. In many cases, Design Development Documents are the beginning of the Construction Document Phase because the drawings and specifications submitted are the partially completed Contract Documents.

The Professional will prepare and submit to the Bureau two (2) sets of drawings which shows allocation of space and overall dimensions, adequate explanation of HVAC, electrical and structural systems, miscellaneous equipment, lists and schedules. In addition, site plans including topography, adjacent buildings and utilities will be submitted.

The Professional will prepare two (2) sets of preliminary specifications following the *Construction Specification Institute* [CSI] and give basic descriptions of essential building materials, finishes, components, and systems. Cost estimates reflecting the total budget including construction, furniture and equipment, fees and contingency will be submitted.

The Design Development Documents will also be furnished to the Using Agency and its Governing Board for review. If the Using Agency or Governing Board has any comments regarding the Documents, these comments should be forwarded to the Bureau through written correspondence.

The Using Agency, Governing Board and Review by Others (where applicable) will approve each design Phase and notify the Bureau in writing of such approval. Upon approval of the Design Development phase by the Bureau, the Professional will be notified in writing to proceed with the Construction Document phase.

### **600.19**

#### **DESIGN DEVELOPMENT DRAWINGS**

The Design Development drawings will show spaces by name and number, actual net area of each space, structural module, fixed equipment, adequate explanation of mechanical spaces, chases, and circulation areas.

Drawings will show the overall building dimensions and major lines of dimensions.

Drawings will adequately detail information regarding HVAC, electrical, and structural systems, Information concerning furnishings, miscellaneous equipment, layouts, lists, and schedules necessary to explain the plans

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are to be indicated on the floor plans.

Site plans showing topography, adjacent buildings, and utilities will be prepared. In addition, the Professional will prepare and submit building elevations, sections and design details permitting the Professional to proceed with the Contract Documents Phase when the Design Development Phase has been approved. These building elevations will show fenestration, proposed exterior materials using shades and shadows adequately depicting the proposed building exteriors.

## **600.20 SPECIFICATIONS**

Preliminary specifications will follow the format of the *Construction Specification Institute [CSI]* and give basic descriptions of essential building materials, finishes, components, and systems.

## **600.21 COST ANALYSIS**

Cost estimates reflecting the total budget including construction, furniture and equipment, fees and contingency will be submitted based on detailed plans and specifications. The basis of the cost estimate will be a preliminary quantity survey showing the escalation projects from the date of the estimate to the projected bid date for the building systems noted on the right.

For a suggested Project Budget Estimate format see **Appendix 600**.

## **600.22 DESIGN DEVELOPMENT SUBMISSION**

The Professional will prepare and submit four (4) sets of Design Development specifications and drawings -two (2) to the Bureau and two (2) sets to the Using Agency and its Governing Board - for review. If the Using Agency or Governing Board has any comments regarding the Design Development Documents, these comments should be forwarded to the Bureau through written correspondence.

The Using Agency, Governing Board, and Review by Others (where applicable) will approve the Design Development phase and notify the Bureau in writing of such approval. After Bureau approval, the Professional will be notified in writing to proceed with the Construction Document Phase.

### **Building Systems**

- \* Structure
- \* Foundation
- \* Floor grade and systems
- \* Roof
- \* Exterior/interior walls/partitions
- \* Interior finishes
- \* Sight lines
- \* Stairs and elevators
- \* Specialty items
- \* Mechanical systems
- \* Electrical systems
- \* Built-in equipment
- \* Site construction

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## CONSTRUCTION DOCUMENT PHASE

### 600.23

#### THE CONSTRUCTION DOCUMENTS

Once the Bureau has approved the Design Development Phase, the Professional will prepare working Drawings and a Project Manual detailing specifications regarding the Work.

### 600.24

#### CONSTRUCTION DOCUMENT DRAWINGS

The Drawings are graphic and pictorial portions of the Construction Documents showing the design, location and dimensions of the Work including plans, elevations, sections, details, schedules and diagrams. Every sheet should be stamped and signed by the Professional of record himself, or the Principal of the firm. All structural, mechanical, electrical and civil drawings will be stamped and signed by the Consultant of record.

#### The Work

- \* Materials
- \* Workmanship
- \* Finishes
- \* Mechanical and electrical systems
- \* Asbestos abatement
- \* Special equipment
- \* Site work
- \* Utility connections and services
- \* Bidding information
- \* Proposals
- \* Contract and bond forms
- \* General, special and supplementary conditions of the Contract
- \* Other information required for receiving bids on the Project

The site plan will be a scale of 1"=30' to 1"=50'. Plan drawings will be drawn to 1/4", 1/8" or 1/16" scale and will be noted under the title of each sheet of drawings. Other detailed drawings shall be at an appropriate scale so when reduced, the drawings are readable. The dimensions will be approximately correct, but not necessarily final. The preferred sheet size is 24" x 36", including borders.

When reducing the original drawings to half-scale, all dimensions and notes will be a minimum of 3/16" or 1/8" in height, or larger to permit readability.

The Construction Specifications and Drawings are owned by the Bureau.

### 600.25

#### PROJECT MANUAL

The Project Manual will be prepared based on the 16 Divisions of the Construction Specification Institute [CSI].

Division 1 of the CSI entitled *General Requirements* has been modified and reduced in type-size by the Bureau and is to be reproduced *as is* into the Project Manual. Any modifications made by the Professional will be included in the section entitled *Professional's Supplemental Conditions*.

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**600.26****CODES & REGULATIONS**

Applicable Codes and Regulations are set forth in this Manual. [See **Section 400.**] When submitting the completed Documents, the Professional will forward a letter stating that the Construction Documents submitted conform to those codes required listed in this Manual.

The Construction Document Drawings should include a page dedicated to Code Analysis. This page may also include gross square footage information for each floor. See the following example:

<b>LEGEND</b>	
1 HOUR FIRE RATED CONSTRUCTION	
2 HOUR FIRE RATED CONSTRUCTION	
<b>CODE ANALYSIS</b>	
Occupancy Type: Mixed Occupancy	
Group B: Business	
Group A: Small Assembly	
Construction Type: Type 11	
Concrete Frame & Floor Slab	
Single Tenant	
Sprinkled Throughout	
Special Occupancy Requirements:	
Physically Handicapped Accessibility:	
In accordance w/ANSI A117.1 & ADA	
Atriums:	
Smoke exhaust system at the ceiling	
One (1) hour fire separation	
Smoke detectors are to be provided	
Stand-by power is to be provided	
Smoke control in adjoining areas	
Class B interior finish Classification	
Sprinkler System:	
Fully sprinkled	
Wet standpipe system	
Automatic fire alarm system	
with automatic smoke detectors	
Occupancy Load:	
First Floor: 425 persons	
Second Floor: 195 persons	
Third Floor: 150 persons	
<b>GROSS SQ. FOOTAGE</b>	
First Floor:	20822
Second Floor:	21116
Third Floor:	<u>19753</u>
Total Gross:	61691 sq. ft.

The Bureau will pay all fees prescribed by law to the Health Department for review of Contract Documents. [**Mississippi Code 1972, Annotated**, Section 43-6-123]

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**Section 600: Planning Procedures**

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## 600.27

### DAVIS-BACON ACT

The Bureau will inform the Professional if funding for the Project requires reference to the Davis-Bacon Act and wage rate determinations should be incorporated into the Construction Documents. If such is required, the Professional will apply to the Department of Labor for a wage rate determination which will then be included in the Project Manual.

## 600.28

### ALLOWANCES

The Bureau discourages allowances unless absolutely necessary. Any allowance (i.e., brick, signage, special equipment, contingency, wall covering, carpet, etc.) should have **prior approval** from Bureau Staff before being incorporated in the Construction Documents:

1. **Contingency:** Not allowed.
2. **Brick:** An amount per thousand for purchase and delivery only is a normal, acceptable practice.
3. **Hardware:** A hardware schedule will be included in the Contract Documents. If for some reason, a hardware schedule is not included in the Bid Documents, after the award of contract, the Professional must prepare a hardware schedule and secure a minimum of three (3) proposals and award a subcontract to the lowest and best bidder.
4. **Carpet:** A lump sum amount which includes carpet pad and installation, is acceptable. Unit cost per square yard is discouraged. After the contract award, the Bureau will select the carpet. The Professional will secure a minimum of three (3) proposals and award a subcontract to the lowest and best bidder.
5. **Wall Covering:** A lump sum amount including delivery and installation is acceptable. Unit cost per roll or square yard is discouraged. After the contract award, the Bureau will select the wall covering. The Professional will secure a minimum of three (3) proposals and award a subcontract to the lowest and best bidder.
6. **Signage:** Not allowed unless approved by Bureau Staff.
7. **Special Equipment:** Not allowed unless approved by Bureau Staff.

## 600.29

### ALTERNATES

From time to time, Projects require the inclusion of alternates which decrease or increase the Base Bid, depending upon the funds available. The Construction Contract sum will be determined by the Base Bid and the number of alternates taken.

Base Bid			\$	_____
Modifications	( ) Adds	( ) Deducts	\$	_____
Negotiations			\$	_____
Alternate #1	( ) Adds	( ) Deducts	\$	_____
Alternate #2	( ) Adds	( ) Deducts	\$	_____
Alternate #3	( ) Adds	( ) Deducts	\$	_____
Alternate #4	( ) Adds	( ) Deducts	\$	_____
Alternate #5	( ) Adds	( ) Deducts	\$	_____

The Professional should give careful consideration in preparing cost estimates for a project and their relationship to the funds available. The Base Bid should contain the Work which may be accomplished within the funds allowed. If this is not possible, and the Professional anticipates a shortage of funds, then sufficient *deduct* alternates should be prepared which will insure an awardable Contract.

If the Base Bid contains all the Work to be accomplished and a surplus of funds remain, the Professional may consider *add* alternates provided all phases of the original Scope are accomplished and the intent of the appropriation is met and not abused.

The Professional should prepare and submit to Bureau Staff cost estimates for the base bid and each of the alternates and should be listed in the order of preference. A maximum of five (5) **deductive** alternates (i.e.: paving, fencing, roofing, etc.) is allowed. Add alternates will be considered with Bureau Staff approval. However, a combination of additive alternates and deductive alternates will not be permitted.

**600.30 (amended April/May 2009 “facilities” to “buildings”)  
PLAQUES**

New buildings and major building renovation projects paid for wholly, or partially, with State funds and have a construction Contracts of \$1,000,000, or more, will require a plaque.

The plaque size, materials, layout and wording should be determined and specified by the Professional and included in the Construction Documents. The Bureau reserves the right to approve the Professional's choice.

**Special Note:** No lettering is to be larger than that reading *THIS BUILDING WAS PAID FOR BY THE TAXPAYERS OF THE STATE OF MISSISSIPPI*. .  
[Mississippi Code 1972 Annotated, Section 29-5-151.] Listing of individual commission or board member names is discouraged and only permitted with Bureau approval

<p><b>THIS BUILDING WAS PAID FOR BY THE TAXPAYERS OF THE STATE OF MISSISSIPPI</b></p> <p>Name of Project Institution, Agency or Department Name Year the Construction Was Completed Governor's Name Name of Project Professional(s) Name of Contractor(s)</p>
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**NOTE:** The name of the Governor appearing on the plaque should be the individual holding office at the time the construction contract was awarded.

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**600.31**  
**SIGNAGE**

All signage, including handicapped, will be specified in the Construction Documents.

**600.32**  
**SINGLE PRIME CONTRACT**

The Bureau's policy is to bid and award Contracts for construction on a single prime general contract basis.

**600.33**  
**MULTIPLE PRIME CONTRACTS**

When it is to the advantage of the State of Mississippi, Projects may be bid and awarded on a multiple prime contract basis. Multiple prime Contracts are permissible only with the Bureau's approval. When preliminary documents are submitted to the Bureau, should the Professional be of the opinion that multiple prime contracts are in the best interest of the State rather than a single prime contract, he may recommend the multiple prime contract method be employed. The Bureau will give consideration to the Professional's recommendation; and, if approved, the Professional will be notified to prepare the bid documents for multiple contract bidding.

**600.34**  
**LIQUIDATED DAMAGES**

Projects having total funds *less than* \$1,000,000 may not require liquidated damages; however, the Professional should consult with Bureau Staff prior to preparing the Construction Documents. All Projects *more than* \$1,000,000 will require liquidated damages and the amount to be stipulated.

**600.35**  
**CONSTRUCTION DOCUMENT REVIEW**

The Professional, upon completion of the Construction Documents, will submit two (2) sets of drawings, two (2) Project Manuals and an updated estimate of cost to the Bureau. Note, the cost estimate should reflect the total budget including construction, furniture and equipment, fees and contingency. This same information will be furnished to the Using Agency, its Governing Board and for Review By Others (where applicable).

**600.36**  
**CONSTRUCTION DOCUMENT APPROVAL**

The Professional will be notified in writing of Construction Document approval. If the Documents are disapproved, the Professional will revise the Documents according to the Bureau Staff's comments and will resubmit the Construction Documents for approval. Upon further review from the Bureau, the Professional will revise the Construction Documents to conform with all the review comments and furnish final copies to the Bureau prior to release of Documents for bids.

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**Section 600: Planning Procedures**

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The Professional will furnish complete sets of plans, specifications and other Bidding Documents, as are necessary for bidding. The actual cost of printing and mailing of these documents will be paid by the Professional and reimbursed by the Bureau. Costs for printing and mailing plans and specifications required during the design process will be the expense of the Professional.

### **600.37**

#### **ADVERTISEMENT FOR BIDS**

Once the Construction Documents have been approved, the Bureau will prepare and issue an *Advertisement for Bids* published in the legal section of a newspaper having general circulation in the State. The Advertisement will run once a week for two (2) consecutive weeks with bids being opened not less than fifteen (15) working days after the last publication by the Bureau. [Mississippi Code 1972, Annotated, Section 31-7-13(c)] A sample *Advertisement* is included in **Documents Division 0**, page 00000-1. The Professional will be forwarded a copy of the *Advertisement for Bids* for incorporation into the Construction Documents. The Mississippi Procurement Center will also be notified. [Mississippi Code 1972, Annotated, Section 31-7-13(c)]

### **600.38**

#### **EXAMINATION & DISTRIBUTION OF DOCUMENTS**

In addition to newspaper advertisement, the Professional will furnish Contract Documents to appropriate trade organizations for the use of material suppliers, subcontractors and others interested in the Project. All contractors properly licensed to do business in Mississippi who desire to bid will be furnished Contract Documents and all other pertinent information to permit them to make adequate estimates in ample time for bidding purpose.

The Professional will submit to the Bureau one (1) set of Construction Documents as the record copy of the Construction Documents issued to Bidders.

### **600.39**

#### **INTERPRETATIONS**

Should a Bidder find discrepancies, the Professional should be contacted immediately for interpretation and clarification. Neither the Bureau Staff, nor the Professional, will be responsible for any oral instructions or interpretations. The Professional will respond in writing to all Construction Document holders.

### **600.40**

#### **ADDENDA**

Should Addendum be necessary, the Professional will issue them as expeditiously as possible to all parties concerned prior to the time for receiving bids. However, no addendum should be issued within two (2) working days of the receipt of bids unless such addendum also amends the bid opening to a date not less than five (5) working days after the date of the addendum. Bidders should acknowledge any Addendum on the *Proposal Form*. All Addenda will be incorporated into the Construction Documents and become a part of the Construction Contract.

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## **Section 600: Planning Procedures**

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**600.41****BIDDER'S RESPONSIBILITY**

Bidders will fully inform themselves of the conditions regarding the Project and the related site. Failure to do so will not relieve the successful Bidder of obligations to fulfill material and labor requirements, or performing any work required without additional cost to the Bureau.

**600.42****BID PREPARATION**

**SUBMITTAL:** A bid must be delivered to the address indicated on the Advertisement for Bids prior to the time and date stated. 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 and for a reasonable time period, 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). If the Bidder desires a copy of the bid, a copy should be made and retained by the Bidder before turning in the bid. The outside of the envelope should contain:

(also see 3.01 and 5.01 of Instructions to Bidders)

*(In upper left hand corner)*

**Name of Firm**

(As it appears in the current Mississippi State Board of Contractors Roster)

*Bid shall be addressed and delivered to)*

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

*(In lower left hand corner)*

Bid for Project # \_\_\_\_\_

Title \_\_\_\_\_

Using Agency \_\_\_\_\_

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

(If under \$50,000.00 - get statement)

The sealed envelope should contain:

1. Bid Proposal Form:
2. Bid Security:
  - a. Bid Security in an amount not less than five percent (5%)
  - b. Bid Security can be in the form of a certified check made payable to the Bureau of Building, Grounds and Real Property Management
  - c. Bid Security can be a Bid Bond written by a surety company licensed in Mississippi, countersigned by a Mississippi resident agent and listed on the federal registry
  - d. Power of Attorney (No Power of Attorney is needed with a certified check.)
3. Non-Resident Bidder's Preference Law (if applicable).

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**600.43****CERTIFICATE OF RESPONSIBILITY**

If a bid is more than \$50,000, a Bidder must have a Certificate of Responsibility Number in order to submit a bid, enter into a Contract, or otherwise engage in or continue in this State in the business of a public Contractor. Any Contractor submitting a bid for construction of public works or public projects without a Certificate of Responsibility Number is guilty of a misdemeanor. [*Mississippi Code 1972, Annotated*, Section 31-3-21(2)]

If the bid is less than \$50,000, a Certificate of Responsibility Number is not required. The bidder must, however, make a *statement* on the outside/exterior of the envelope to the effect that the bid enclosed does not exceed \$50,000. [**Mississippi Code 1972, Annotated**, Section 31-3-21(2)]

**600.44****NONRESIDENT CONTRACTOR**

Preference may or may not be given to resident contractors. [**Mississippi Code 1972, Annotated**, Section 31-7-47] A nonresident bidder domiciled in a state having laws granting preference to local Contractors may be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state awards Contracts to Mississippi Contractors bidding under similar circumstances; and resident Contractors actually domiciled in Mississippi, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of Contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. For the purposes of this section, a foreign corporation which has qualified to do business in the State, in the manner required by law prior to the advertising for bids, shall be considered to be a resident Contractor. [**Mississippi Code 1972, Annotated**, Section 31-3-21.]

In order to clarify that no law exists, the Bidder will include with the Bid Proposal a statement on letterhead and signed by the same person who signs the *Proposal Form* that no preference laws exists in that state.

**600.45****RECEIPT OF BIDS**

The date, time and place of the bid opening are stated in the *Advertisement for Bids*. Generally, the Bureau receives bids until 2:00 p.m. and opens bids shortly thereafter on Tuesdays and Thursdays, for construction, in the Bureau's office. Furniture and Equipment bids are usually received until 2:00 p.m. and opened shortly thereafter on Wednesdays in the Bureau's office.

When mainly local bidding is anticipated, bids may be opened at the Project location. This change will be indicated in the Advertisement for Bids.

It is the responsibility of the Bidder to deliver his sealed bid to the appointed place prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by the U.S. Mail, Federal Express, UPS, etc. will disqualify the bid.

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**600.46****MODIFICATIONS TO BID**

Bids may be modified prior to the bid opening in writing. A facsimile (fax) will not be acceptable.

**Modifications to Bids**

\* By writing on the outside of the sealed envelope containing the bid

**600.47****OPENING BIDS**

The Professional will attend the bid opening and furnish a detailed tabulation sheet according to the Bureau's format for recording the bids. [See **Appendix 600.**]

At the appropriate hour, a member of the Bureau Staff will declare the bidding closed. All *proposals* meeting the law will be opened and read.

**Special Note:** If only one (1) *Proposal* is received, the *Proposal* may be opened and read.

**Bid Agenda**

- \* Name of Bidder
- \* Certificate of Responsibility Number
- \* Bid Security
- \* Base Bid
- \* Alternate(s)
- \* Unit prices, if requested
- \* Number of days for Contract completion
- \* Acknowledge Addenda
- \* Subcontracts, if required
- \* Nonresident law

The Bureau will retain the original *Proposal Form* and the *Bid Bond* on each bid received. One (1) copy of each of these items will be given to the Professional for information purposes only. The Professional will submit to the Bureau a certified tabulation of all *proposals* received, along with a recommendation as to Contract award.

**600.48****WITHDRAWAL OF BID**

Any *Proposal* may be withdrawn prior to the time specified for receiving bids. If, however, when all *Proposals* have been read and recorded, should a Bidder realize a mistake has been made in the *Proposal* and desires to withdraw the *Proposal*, the Bidder should rise and announce to all present the intention of withdrawing the *Proposal*. All withdrawal requests, after being made verbally, must be made in writing to the Bureau no later than twenty four (24) hours following the bid opening. [**Mississippi Supreme Court** decision, Mississippi State Building Commission et al v. Becknell Construction, Inc. et al, 329 So.2nd 57 (1976)]

The letter of withdrawal should be addressed to the Bureau of Building, Grounds and Real Property Management's Director. It should identify the Project, include the original bid, take-off sheets, and any other supporting documentation to provide proof of error. Failure to include sufficient documentation will be grounds for rejection of the withdrawal request and subsequent loss of the bid security.

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**600.49****IRREGULARITIES**

The Bureau will be the sole judge in determining irregularities, or informalities and render a decision as expeditiously as possible.

**600.50****RETURNING BID DOCUMENTS**

The *Advertisement for Bids* will state if the Professional requires a monetary deposit and the amount when obtaining a set of Construction Documents. If the Documents are returned in good condition within ten (10) days, the document holder will be refunded half (1/2) of the deposit.

**600.51****BID PROTEST**

When all *Proposals* have been read and recorded, should a Bidder wish to protest, the Bidder should rise and announce to all present the protest. All protest, after being made verbally, must be made in writing to the Bureau no later than twenty-four (24) hours following the bid opening.

The letter of protest should be addressed to the Bureau of Building, Grounds and Real Property Management's Director. It should identify the Project, include what is being protested, why it is being protested, and be signed by the individual who is protesting.

Protestors may be required to appear at the next PPRB meeting and personally present their protest. The Bureau is under no obligation to consider any protest received after twenty-four (24) hours. This includes a protest made by anyone regardless of whether they attended the bid opening.

**600.52****NEGOTIATIONS**

Negotiations are at the Owner's option. In accordance with House Bill 1172, Laws of 1996: *If the lowest and best bid is not more than ten percent (10%) above the amount of funds allocated for a public construction or renovation project, then the agency or governing authority shall be permitted to negotiate with the lowest bidder in order to enter into a contract for an amount not to exceed the funds allocated.*

**600.53****DISQUALIFICATION OF BIDDER**

All things being equal, a Contract will be awarded to the lowest and best base bid, or lowest and best combination of base bid and alternates, whichever produces a total within the available funds.

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The following list of situations may disqualify a low Bidder from being considered:

1. Failure to comply with the bid requirements.
2. Bidder is in arrears on existing Contracts with the Bureau or another state agency.
3. Bidder is, or anticipates being, in litigation or arbitration with the Bureau or another state agency.
4. Bidder has defaulted on a previous Contract.

#### **600.54**

#### **INFORMATION ON BID RESULTS**

Information pertaining to the results of any bids may be reviewed on the premises at any time during normal working hours subsequent to the time of the bid opening. This authority may be granted only to any business or person who has submitted bids on the particular Project. Businesses or persons not participating in the process may not be permitted access to any Bid Proposal until after an award is made. After the award is made, all information and Documents applicable to the awarded Contract shall be available to any business or person; provided, however, that no information specified by a participant and approved by the Bureau Staff as proprietary information will be made available to any business or person.

#### **600.55**

#### **SUBCONTRACTOR'S LIST (Rule 13 changed to Rule 12 herein 1/2002)**

The Contractor will submit to the Bureau a list of all Subcontractors to be used on the Project within seven (7) days after written notice of contract award. Any Subcontractor listed must be acceptable to the Bureau. [Mississippi Code 1972, Annotated, Sections 31-3-1 through 31-3-23.]

In addition, Rule 12 of the State Contractor's Rules and Regulations states:

....the Prime Contractor on or before the date of being awarded the prime Contract, shall submit to the awarding agency a list of all subcontracts, exceeding Fifty Thousand Dollars (\$50,000.00) with respect to public projects....

#### **600.56**

#### **AWARD OF CONTRACT**

Normally, the Bureau has forty-five (45) days after the bid opening to award a Contract. The exact days will be stated on the *Proposal Form*.

The Professional will prepare and submit a certified *Bid Tabulation* [See **Appendix 600.**] accompanied by a letter recommending an award to the Bureau and Using Agency. The Bureau will proceed as expeditiously as possible to present the award at the next PPRB meeting.

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### **Section 600: Planning Procedures**

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The Using Agency should notify its Governing Board of the award and the Governing Board should forward its confirmation to the Bureau as soon as possible.

The Professional, Using Agency and Governing Board will be informed in writing of the final action concerning the award made by the PPRB.

### **600.57**

#### **CONTRACT PREPARATION** (amended September 2004)

Following notification by the Bureau that a Contract has been awarded at PPRB, the Professional will:

1. Prepare within ten (10) working days' time the *Standard Form of Agreement Between the Owner and the Contractor*. (2 weeks changed to 10 working days June 2011)
2. Prepare two (2) sets of Official Contracts and two (2) reduced sets of drawings.
3. Label the front cover *OFFICIAL CONTRACT DOCUMENTS*.
4. The *Contract* should be in the following order and include:
  - a. Index
  - b. List of Drawings
  - c. Advertisement for Bids
  - d. Instructions to Bidders
  - e. Proposal Form
  - f. Standard Form of Agreement Between the Owner and the Contractor
  - g. Contract Bond
  - h. Power of Attorney
  - i. Certificate of Insurance
  - j. General Conditions
  - k. Supplementary Conditions
  - l. Wage Rates, if applicable
  - m. Addenda
  - n. Division 1: General Requirements
  - o. Division 1 Supplements
  - p. Division 2: Site Work
  - q. Division 3: Concrete
  - r. Division 4: Masonry
  - s. Division 5: Metals
  - t. Division 6: Woods and Plastics
  - u. Division 7: Thermal and Moisture Protection
  - v. Division 8: Doors and Windows
  - w. Division 9: Finishes
  - x. Division 10: Specialties
  - y. Division 11: Equipment
  - z. Division 12: Furnishings
  - aa. Division 13: Special Construction
  - bb. Division 14: Conveying Systems
  - cc. Division 15: Mechanical
  - dd. Division 16: Electrical

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The following checklist will aid in the Contract preparation;

1. **Copies:** Two (2) copies will be prepared. (And any additional copies requested by the Bureau – request is distributed at Bid Opening)
  - a. Bureau (1)
  - b. Contractor (1)
2. **Index:** The contents of the Contract should be listed in the Index to permit easy reference.
3. **List of Drawings:** All Document drawings should be included in the Index.
4. **Dates:** All Documents, including the Contract, the Contract Bond and the Power of Attorney, cannot be dated prior to an award of Contract by PPRB. The Documents must bear the same date and may be dated the day of the PPRB meeting, or any date thereafter.
5. **Contract Form:** The Bureau's *Standard Form of Agreement between the Owner and Contractor* is the **only** Contract form to be used.
6. **Contract Sum:** The Contract sum must be indicated in both words and figures.
7. **Signatures:** All signatures must be original. Photocopies are not acceptable.
8. **Proposal Form:** Insert the *Proposal Form* the Contractor submitted with the Bid and remove the blank form.
9. **Contract Bond:** All projects must have a Contract Bond executed on the Bureau's *Standard Contract Bond Form*. The Bond will be equal to 100% of the Contract amount. All Contract Bonds must be countersigned by a Mississippi resident agent (with embossed seal).
10. **Power of Attorney:** There must be a certificate indicating that the Power of Attorney is in force at Contract time. (dated the same as the Bond with an embossed seal)
11. **Insurance:** The Contractor will furnish the Professional and the Bureau a *Certificate of Insurance* certifying all insurance coverage required by the Contract Documents is in effect.

Once the *OFFICIAL CONTRACT DOCUMENTS* have been prepared, the Professional will obtain the Contractor's (original) signature on both of the Documents and forward them to the Bureau for the Bureau Director's and Attorney General's representative's signatures. Copies will be distributed as indicated in Item 1 above.

The Professional shall, unless waived by the Owner, also submit one electronic format copy of the updated Contract Documents (plans and specifications) in coordination with said Contract Documents mentioned above. Said electronic submittal to be submitted within thirty (30) days after award by the Owner in .pdf format. The actual cost of the electronic submittal shall be paid by the Owner, with cost approval by the Owner before printing is ordered.

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# **Construction Procedures**

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Section 700

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**SECTION 700: CONSTRUCTION PROCEDURE**

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## SECTION 700: CONSTRUCTION PROCEDURES

### 700.1

#### NOTICE TO PROCEED

The *Notice to Proceed* may be issued immediately after the Bureau Director signs the *Standard Form of Agreement Between the Owner and the Contractor*. The *Notice* establishes the starting date for construction and a projected date of completion.

<b>S A M P L E Notice to Proceed</b>	
April 27, 1999	
John Tyler Construction Company 1212 Albertville Road Sampson, MS 39999	
Re:	Project # 370-999 '95 Roofing Program Bureau of Capitol Facilities
Gentlemen:	
Attached herewith is your copy of the Contract which as been properly executed. This letter is your authority to proceed with the construction of the above referenced Project. Your Contract starting date is <b>June 1, 1995</b> . The Contract requires completion within <i>ninety (90)</i> consecutive calendar days; therefore, the completion date is <i>August 29, 1995</i> .	
The Bureau's Contract requires assessment of Liquidated Damages on Projects not completed within the Contract Time. <i>Supplementary Condition 9.3.1.4</i> of the Contract Documents requires each Application for Payment to be accompanied with a letter and supporting data indicating whether or not an Extension of Time is requested.	
Please sign and return one (1) copy of this letter to the Bureau office.	
Sincerely, BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT	
Construction Administrator	<b>CONTRACTOR'S ACKNOWLEDGEMENT:</b>
	Contractor's Name
	Signed By: _____
	Name & Title: _____
	Date: _____

The starting date for construction will be coordinated between the Using Agency and the Bureau Project Manager. The projected completion date will be calculated from the starting date in accordance with the number of calendar days stated on the *Proposal Form* and agreed to by the Contractor.

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Two (2) ORIGINALS of the *Notice* will be prepared and signed by the Bureau Inspector. These originals will be forwarded to the Contractor who will sign both, return one (1) to the Bureau and keep the other on file. The projected completion date will not change unless an extension is approved through the Change Order process. [See **Appendix 700.**]

## **700.2**

### **PRECONSTRUCTION MEETING**

A Preconstruction meeting will be scheduled prior to the commencement of Work. This meeting may be held prior to the issuance of the *Notice to Proceed*, but no later than fifteen (15) days after the Notice has been issued. The Owner's Project Manager, the Professional and his Consultants, the Contractor, major Subcontractors (including mechanical and electrical), and Using Agency representatives will be in attendance at the Preconstruction meeting.

The Bureau may be responsible for scheduling and administering the Preconstruction meeting. The Contractor or Professional is responsible for providing the following information:

1. Prepare meeting agenda:
  - a. Distribute and discuss list of major Subcontractors and construction schedule
  - b. Critical work sequencing
  - c. Designate responsible personnel
  - d. Set procedures for maintaining record documents
  - e. Set procedures for using premises, including office and storage areas
  - f. Owner's requirements
  - g. Security procedures
  - h. Housekeeping procedures
2. Distribute written notice of meetings:
  - a. Seven (7) days in advance
3. Make physical arrangements for Preconstruction meetings
4. Record minutes
5. Distribute copies of minutes to participants within four (4) days after the meeting.

A *Preconstruction Conference Agenda* is included in **Appendix 700.**

A written agreement will be reached on how all utilities will be furnished and the rates the Contractor will be charged by the Using Agency. This agreement will be resolved at the Preconstruction meeting. If the written agreement is not reached, the Contractor and Using Agency waive all rights as to the rates charged. The Owner will then determine all utility rates and assess the charges before final payment is rendered.

## **700.3**

### **CONSTRUCTION SCHEDULE**

The Contractor will furnish the Owner and Professional with two (2) copies of a construction schedule for the entire Work within fifteen (15) days after the issuance of the *Notice to Proceed*. This schedule will be revised each month and forwarded to the Owner and Professional each time.

## **700.4**

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### **Section 700: Construction Procedures**

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## SCHEDULE OF VALUES

A *Schedule of Values*, typewritten on AIA Document G702A, will be submitted by the Contractor to the Professional at least ten (10) days prior to submitting the first Application for Payment. Upon the Professional's request, the Contractor may be asked to support the values stated on the Schedule with data substantiating their correctness.

### 700.5 PRODUCT LISTING

Within thirty (30) days after the signing of the Contract, the Contractor will submit to the Professional five (5) copies of a complete list of all products which are proposed for installation. The list should be tabulated by specification section.

Within thirty (30) days after the signing of the Contract, the Contractor will submit to the Professional five (5) copies of a list indicating all products he proposes for substitution. This list should include:

#### **Product List**

- \* Manufacturer's name and address
- \* Trade name
- \* Model or catalog designation
- \* Manufacturer's data
- \* Performance and test data
- \* Reference standards

1. Complete information substantiating the substituted product meets the specifications
2. Product:
  - a. Product identification (name and address)
  - b. Manufacturer's literature (product description, performance/test data, reference standards)
  - c. Samples
  - d. Name and address of similar projects on which product was used and date of installation
3. Construction Methods:
  - a. Detailed description of proposed method
  - b. Drawings illustrating methods
4. Itemized comparison of proposed substitution with product or method specified
5. Data relating to changes in construction schedule
6. Accurate cost data on proposed substitution in comparison with product or method specified

### 700.6 OWNER/PROFESSIONAL/CONTRACTOR RELATIONSHIP

The Professional will be the Owner's representative during construction and until the expiration of the Warranty period. The Professional will make on-site inspections as necessary to protect the interest of the Owner and to guard the Owner against defects and deficiencies in the Work of the Contractor. All instructions to the Contractor will go through the Professional.

The Owner is also represented by the Bureau's Project Manager who make regular on-site inspections of the Work. If the Using Agency is occupying the building during construction, the Project Manager will

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coordinate with the Contractor and Using Agency a schedule for vacating areas as the Contractor requires.

The Contractor's Superintendent is responsible for the coordination of the total construction Project. All Subcontractors will cooperate with the Superintendent so as to facilitate the progress of the Work. Each trade will afford all other trades every reasonable opportunity for the installation of their work. The Contractor will receive all instructions from the Professional.

## **700.7**

### **OWNER/CONSTRUCTION PROJECT REPRESENTATIVE**

Depending upon the size of the Project, the Bureau may request the Professional to hire a full-time *Construction Project Representative* to be physically present at the Project site during normal construction hours each week. The Professional will provide, select and compensate the *Representative* upon the approval of the Bureau. The duties of the *Construction Project Representative* shall include, but not be limited to, the following:

1. Assist the Contractor in obtaining interpretation of the Contract Documents from the Professional
2. Conduct daily on-site inspections to determine conformance with the Contract Documents in regard to Work, Materials, Equipment, etc.
3. Request additional details and/or information from the Professional when needed by the Contractor
4. Evaluate suggestions and/or modifications submitted by the Contractor and transmit these to the Professional with recommendations
5. Anticipate problems, when possible, which may create delays and problems in construction and report these to the Contractor and the Professional for solutions
6. Maintain official relationship only with the General Contractor's Job Superintendent(s) and communicate problems regarding Subcontractors
7. Attend all required construction conferences and participate actively in discussions regarding the Project
8. Conduct tests and inspections authorized by the Professional and as required by the Contract Documents and record results
9. Maintain a daily log of Project activity which include, but are not limited to: hours on the job site, weather conditions, daily construction activity, number of men in each trade on the site, general observations, written and verbal directives to the Contractor and visits of governmental officials
10. If, upon inspection or observation, Work is found not in accordance with Contract Documents, advise the Professional verbally and in writing. Consult with the Professional for directions if the Contractor does not correct the Work
11. See that testing and inspections performed by others are in compliance with Contract Documents
12. When requested, accompany all Using Agency, State or Federal officials on construction inspections and record in the daily log
13. Cooperate with the Bureau Staff Architect and Inspector and provide all requested Project information
14. Maintain in an orderly manner all files, correspondence, reports, shop drawings, samples, Contract Documents, Change Orders, Addenda, supplementary drawings, and daily log
15. Review requisitions for payment submitted by the Contractor and transmit to the Professional with recommendation for payment
16. Participate in construction inspections with the Professional's Project Director, including regular intervals and substantial completion; provide information regarding completed or defective Work
17. Refer all communications from the Using Agency to the Bureau's Staff Architect and Inspector

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### **Section 700: Construction Procedures**

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18. Copy the Bureau's Staff Architect and Inspector on all correspondence relating to the Project
  19. Review plans, specifications and shop drawings on a regular basis
  20. Advise Contractor and Professional of Work being performed with unapproved shop drawings required by Specifications
  21. Check Materials and Equipment delivered to job site against approved specifications, samples, shop drawings and related correspondence; if in conflict, notify Professional
  22. Check that Contractor is maintaining record notated drawings of as-built conditions, when as-built drawings are specified
  23. When necessary, act as liaison between the Contractor and the Using Agency in coordinating the occupation of the facility

The *Construction Project Representative* is not authorized to:

1. Authorize deviations from the Contract Documents without approval by the Professional
2. Expedite the Work for the Contractor(s)
3. Advise the Contractor on building techniques or scheduling
4. Approve shop drawings
5. Issue Certificate for Payments
6. Approve substitutions
7. Interpret the Contract Documents except when obviously clear
8. Approve Change Orders

The *Construction Project Representative* should not:

1. Enter into disputes or problems between Subcontractor and Subcontractor
2. Enter into disputes or problems between General Contractor and Subcontractor
3. Offer gratuitous advice to Contractor or Subcontractor(s) on performance of Work whether solicited or not
4. Communicate with the Using Agency's representative in any official way other than noted above
5. Make vague and unclear log entries as to the Acceptability of the Contractor's Work
6. Order a stoppage of Work except in cases of extreme emergencies

## **700.8**

### **CONTRACTOR'S DUTIES & RESPONSIBILITIES**

1. Provide and pay for:
  - a. Labor, materials and equipment
  - b. Tools, construction equipment and machinery
  - b. Water, heat and utilities required for construction
  - c. 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 the Work, and as applicable at the time of receipt of bids:
  - a. Permits
  - b. Government fees

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- 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 the Work
  6. Promptly submit written notice to the 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; the Contractor assumes responsibility for the Work known to be contrary to such requirements, without notifying the Professional
  7. Enforce strict discipline and good order among employees; do not employ or work unfit persons, or persons not skilled in assigned tasks
  8. Responsibility toward Owner-furnished products:
    - a. Designate required delivery date for each Project in construction schedule
    - b. Promptly inspect delivered products, report missing, damaged, or defective items
    - c. Handle at site, including uncrating and storage
    - d. Protect from exposure to elements, from damage
    - e. Repair or replace items damaged as a result of Contractor's operations
    - f. Install and make final connections
  9. Contractor should confine the use of the premises to areas permitted by law, ordinances, permits, Contract Documents and the Owner's instructions:
    - a. Do not unreasonably encumber the site with materials, or equipment
    - b. Do not load structure with weight which will endanger structure
    - c. Assume full responsibility for protection and safekeeping of products stored on premises
    - d. Move any stored products which interfere with operations of Using Agency, or Subcontractors
    - e. Obtain and pay for use of additional storage or work areas needed for operations
    - f. Limit use of site for work and storage to the area indicated on the Contract drawings

## **700.9**

### **CONTRACTOR'S PROJECT COORDINATOR**

Regardless of the size of the Project, the Contractor will designate one (1) individual as Project Coordinator, or Superintendent, prior to the beginning of the Work. His name and qualifications will be submitted, in writing, to the Professional and Owner for approval. Upon approval, the Superintendent will remain until the Project is complete. He cannot be removed during the Construction Phase without the written consent of the Owner and the Professional.

Duties of the Superintendent include:

1. Coordinating the work of all Subcontractors and Material Suppliers
2. Supervising the every day work taking place on the Project
3. Establishing lines of authority and communication on the job site
4. Being present on the job site at all times
5. Obtaining building and special permits required for construction
6. Consulting with the Professional to obtain interpretations of the Contract Documents
7. Assisting in resolution of questions
8. Transmitting written interpretations to all concerned parties
9. Stopping all work not in accordance with the Contract Documents
10. Presiding at all Progress meetings

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11. Preparing and submitting all construction schedules
  12. Assisting in preparation of each entry in the Schedule of Values
  13. Coordinating any testing
  14. Monitoring all temporary facilities
  15. Administering the process of all substitutions
  16. Conducting final inspections
  17. Assisting in collection and preparation of closeout documents
  18. Maintaining up-to-date Project record documents
  19. Enforcing all safety requirements
  20. Recommending and assisting in preparation of requests to Professional for changes to Contract

#### **700.10**

#### **OWNER'S RELATIONSHIP TO SUBCONTRACTORS**

The Owner's contractual agreement is with the Contractor. The Subcontractor's contractual agreement is with the Contractor. Therefore, the Owner has no direct contractual agreement with the Subcontractor and is not under any legal obligation to the Subcontractor.

However, the Owner does expect the Contractor to promptly pay each Subcontractor and Material Supplier, upon receipt of payment from the Owner. In turn, each Subcontractor should make payments to his Subcontractors and Material Suppliers in similar manner.

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

#### **700.11**

#### **COMPLAINTS FROM SUBCONTRACTORS**

Since, there is no written contractual agreement between the Bureau and the Subcontractor, the Subcontractor has a direct Contract with the Contractor to perform a portion of the Work at the site. This Contract should be in writing for validity. The Subcontractor should assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, has towards the Owner with respect to the Work to be performed by the Subcontractor. The Subcontractor, unless specifically provided otherwise in the subcontract agreement, is allowed the same benefit of rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

Should the Contractor fail to carry out the subcontract agreement with the Subcontractor, the Bureau, acting as Owner, is not bound by law to intercede. The Subcontractor should contact the Contractor's Bonding Company directly for redress. The Bureau does, however, request a copy of any complaint submitted by a Subcontractor regarding a current Contractor.

#### **700.12**

#### **EQUAL OPPORTUNITY EMPLOYER**

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 agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies

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of nondiscrimination.

### **700.13**

#### **LABOR LAW COMPLIANCE**

If the Project requires compliance with the Davis-Bacon Act, the Contractor will agree to all terms and conditions of this act. In addition, on federal and federally assisted construction Projects, the Contractor agrees to abide by all the terms and conditions of the labor standards for ratios of apprentices and trainees to journeymen.

### **700.14**

#### **CONTRACTOR'S INSURANCE**

The Contractor will pay for and maintain all insurance required by the Owner during the entire construction period. If for any reason, the Contractor allows the insurance to lapse or be canceled, construction will be stopped until insurance has been renewed and the Owner notified in writing by the insurance company. The insurance company will notify the Owner, thirty (30) days prior to cancellation of the policy.

### **700.15**

#### **ALLOWANCES**

Allowances may be purchased under the direction of the Professional who should consult with the Contractor regarding the products and suppliers when making selections and designating products to be used. The Professional should notify the Contractor and the Owner in writing of the decisions made regarding these allowances. The amount of each allowance should include:

1. Net cost of product
2. Delivery and unloading at the site
3. Applicable taxes
4. Handling at site, including uncrating and storage
5. Protection from elements, from damage
6. Labor, installation and finishing
7. Other expenses required to complete installation
8. Overhead and profit

The Contractor should assist the Professional by obtaining a minimum of two (2) proposals from Suppliers when requested by the Professional. When selections have been made, the Contractor should enter into a purchase agreement with the designated Supplier.

Should the actual purchase cost be more, or less, than the specified allowance amount, the Contract will be adjusted by Change Order equal to the amount of the difference.

### **700.16**

#### **CONSTRUCTION TESTING**

Any soil investigations conducted by the Professional during the Planning Phase may be examined at the Professional's office by the Contractor for information purposes only and is not a Warranty of subsurface conditions. The Contractor may make his own investigations to satisfy himself with the site and subsurface conditions prior to bidding and at his own cost. Further, the Contractor will bear all cost of testing,

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inspections, etc. during the Construction Phase.

### **700.17**

#### **PROGRESS MEETINGS**

The Bureau will schedule regular Progress meetings at the time of the Pre-construction Conference where the Owner's Project Manager, Professional and his Consultants, and Subcontractors pertinent to the agenda will attend. The Contractor will prepare the agenda to include:

1. Review, approve minutes of the previous meeting
2. Review work progress since last meeting
3. Note field observations, problems and decisions
4. Identify problems which impede planner progress
5. Review off-site fabrication problems
6. Revise construction schedule as indicated
7. Plan progress during the next work period
8. Review proposed changes
9. Complete other current business
10. Review application for payment submitted by the Contractor

### **700.18**

#### **TEMPORARY FACILITIES/SERVICES**

When the Contractor sets up temporary construction facilities and services, he will be expected to meet, or exceed, the requirements established in the current edition of the *Standard Building Code*. In addition, he shall provide the following:

1. **Access:** An adequate access and/or roads to the site of the structure; at least one (1) temporary or permanent access to each working elevation.
2. **Hoisting Facilities:** Suitable capacity and hoisting facilities for all people and materials.
3. **Field Office and Sheds:** Weatherproof office with telephone.
4. **Sanitation Facilities:** Temporary toilet facilities.
5. **Drinking Water:** Drinking water facilities for all workmen, including icing, when required, paper cups, etc., all maintained in a sanitary condition.
6. **Fire Protection:** Temporary fire protection.
7. **Storage:** Storage areas to various Subcontractors.
8. **Temporary Heat:** Heat, fuel and services, as necessary, to protect all work from dampness and cold until final acceptance.
9. **Utilities:** Furnish water, electricity (lighting and power) and other utilities necessary for construction purposes.

### **700.19**

#### **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

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sign advertisements is strictly prohibited.

## 700.20

### CHANGE ORDERS

All changes in the Work, except those of a minor nature, consisting of additions, deletions or other revisions adjusting the Contract Sum and/or the Contract Time will take the form of a written *Change Order*. Suggested changes may originate from the Professional, the Contractor, the Bureau, or the Using Agency and must be prepared using the Bureau's *Standard Change Order Form*. [See **Appendix 700**.] Letters from the Professional, Contractor, or Using Agency requesting changes to the Contract will not be considered. Only when a *Change Order* is submitted on the appropriate Bureau form will it be considered.

**Special Note:** Subcontractors may not originate a *Change Order* because there is no contractual relationship between the Bureau and the Subcontractor.

If recommended changes to the Contract are proposed by the Professional or Contractor and the Bureau's Project Manager concurs these changes are needed, the Professional will issue a detailed description of the changes with the necessary Drawings and specifications to the Contractor. The Contractor will prepare and submit an estimate of the cost and Time Extension, if any, to the Professional within ten (10) days. The Contractor should include a price and justification for each task to be accomplished. As a reminder, the maximum cost included in a *Change Order* for profit and overhead is twenty percent (20%) of the total of the actual cost for Materials, Labor and Subcontractors. [See **Division 0**, page 00800-21.]

The Contractor's cost and/or Time documentation should include, but is not limited to, the following: quantities of product, labor, and equipment; taxes, insurance and bonds; overhead and profit; weather charts; credit for deletions from Contract; Time records and wage rates; quotation(s), etc.. If Drawings or Specifications are noted on the *Change Order Form*, these should be attached as documentation. In addition, statements, such as *Owner requested* or *Using Agency requested*, will not be sufficient justification. Written requests by the Owner or Using Agency must be attached for confirmation.

After the Professional has prepared the five (5) **original** *Change Orders*, detailing the need, justification and attaching all necessary Specifications and Drawings, the Professional will sign all five (5) originals certifying the *Change Order* has been examined and analyzed, found to be in order and the cost reasonable. The Contractor will sign all five (5) originals certifying agreement. Afterward, the *Change Order* will be submitted to the Bureau Director for consideration.

If sufficient funds are available and it is in the best interest of the Project for the *Change Order* to be approved, the Bureau Director acting as the Owner will sign and approve the changes. Two (2) of the originals will remain with the Bureau; the others will be forwarded to the Professional for distribution: one (1) to the Contractor, one (1) to the Professional; and, one (1) to the Using Agency. All Change Orders will become a part of the *Standard Form of Agreement Between the Owner and the Contractor*.

## 700.21

### MINOR CHANGES TO THE WORK

The Professional will use AIA Document G710, *Architect's Supplemental Instruction*, to record verbal modifications to the Work not involving a change in the Contract Sum or the Contract Time.

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## 700.22

### CONTRACTOR'S MONTHLY REQUEST

The Contractor's requests for periodic and final payments will be submitted to the Professional for approval using AIA Document G720 and G702A entitled *Application and Certificate for Payment*, or a computer generated form having the same format and containing the same information. Before submitting, the Contractor will have the application for payment notarized in accordance with the statement on the application form.

Based on inspections at the site and the Contractor's application for payment, the Professional will certify on the form, by his signature, that the Contractor is entitled to payment in the amount certified. The application and certificate for payment will be delivered to the Bureau as an original and four (4) copies.

## 700.23

### EXTENSION OF TIME NOTIFICATION

The Contractor must submit with each *Application and Certification for Payment*, or computer generated form, a separate letter stating an Extension of Time for that period of Time is or is not needed. No payment on a monthly application will be made 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 Bureau will not be considered as the Bureau's approval in any way. When fifteen (15) days of lost construction time are accumulated, a change order must be prepared and, only upon the Bureau's approval, will the Time Extension be given.

## 700.24

### PAYMENTS ON MATERIALS STORED OFF-SITE

The *Supplemental Conditions* (Article 9, Paragraph 9.3.2.1) provides for payment on materials stored at some location other than the building site, if agreed upon in writing. The Bureau normally requires several items to be furnished prior to approving payment on materials stored off-site. They are as follows:

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 stored. [See **Appendix 700.**]

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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 store materials.
  5. A warehouse receipt which is a complete list and inventory of materials manufactured, stored and delivered to the storage site. A receipt for materials removed from the storage site and delivered to the job site.
  6. A review by the Professional of the materials at the off-site storage before release of payment.
  7. Guarantee no storage costs, or additional delivery fees, or other subsequent costs to the Owner.

#### **700.25**

#### **PROFESSIONAL'S REQUESTS FOR PAYMENT**

The Professional's requests for payment for fees earned during the Planning Phase will be in accordance with stipulations in the *Standard Agreement Between the Owner and the Professional*. During the Construction Phase, however, progress payments will be submitted periodically and will be based on the current percentage requested by the Contractor. All requests will be submitted as an original and four (4) copies of the Bureau's *Professional's Application for Payment Form*. [See **Appendix 700**.]

If the *Standard Agreement Between the Owner and the Professional* requires the Professional to provide one (1) complete set of corrected reproducible Contract Drawings, the Professional may not be paid until the reproducibles have been received by the Bureau.

#### **700.26**

#### **PROGRESS PAYMENTS (Code revised 60 days to 45 days July 1, 2006)**

The Bureau has by statute forty-five (45) days to process payments; however, Bureau Staff attempt to process progress payments to Contractors and Professionals in a minimum of fifteen (15) working days from the date of receipt and approval by the Bureau until the issuance of a check. [**Mississippi Code, 1972 Annotated**, Section 31-5-25]

#### **700.27**

#### **LUMP SUM PAYMENTS**

On small repair and renovation projects where the dollar volume is not sufficient to require periodic requests for payment, the Contractor will submit only one (1) request for payment at the completion and upon acceptance of the Work. Such single payment will be noted in the Bid Documents.

#### **700.28**

#### **RETAINAGE** (see 2/18/10 wording in Addendum 1) (Supplementary Condition 9.3.1.3)

Mississippi Code § 31-5-33. Amount of retainage which may be withheld;

(1) *In any contract for the construction, repair, alteration or demolition of any building, structure or facility awarded by the State of Mississippi, . . . which contract provides for progress payments in installments based upon . . . percentage of . . . such retainage shall be **five percent (5%)** . . .*

*On any contract . . . of which the total amount is **Two Hundred Fifty Thousand Dollars (\$250,000.00)** or*

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*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 . . . 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 ½%). (see Addendum 1)*

## **700.29**

### **SECURITIES IN LIEU OF RETAINAGE**

**Mississippi Code 1972, Annotated**, Section 31-5-15, provides that in all public contracts the Contractor may withdraw the whole or any portion of the amount retained from payments due the Contractor by depositing an acceptable security with the State Treasurer in an amount equal to the amount of retainage to be withdrawn. Securities may be in the form of:

1. U.S. Treasury Bonds
2. U.S. Treasury Notes
3. U.S. Treasury Certificates of Indebtedness
4. U.S. Treasury Bills
5. State of Mississippi Bond or Notes
6. Bonds of any political subdivision of the State of Mississippi
7. Certificates of deposit issued by commercial banks located in Mississippi and meeting additional criteria
8. Certificates of deposit issued by savings and loan associations located in the State of Mississippi and meeting additional criteria

The State Treasurer can advise Contractors of procedures for depositing securities. A letter of release from the Contractor's surety and a copy or copies of the State Treasurer's securities receipt covering the deposit of securities must be on file with the Bureau before retainage will be released. Substitution of securities may be necessary from time to time because of maturities and increased withdrawal of retainage. Evidence of these transactions must be on file with the Bureau. The Bureau will notify the State Treasurer of the amount of securities required. The Treasurer will accept additional securities for a Project and accept the substitution for securities already on deposit, but will not release securities without written notification to do so by the Bureau's Director.

Professionals approving applications for payment should be advised by the Contractor of these deposits of securities and a copy of the Treasurer's receipt should be provided for his files.

## **700.30**

### **RELEASE OF RETAINAGE**

Retainage will be released on progress payments as prescribed in Section 00800 Supplementary Conditions, Article 9, Paragraph 9.3.1.3. The balance of retainage, except that amount withheld for incomplete items, will be released at any of the following occurrences: [**Mississippi Code 1972, Annotated**, Section 31-5-25(b):

1. Occupancy by the Using Agency.
2. Substantially complete as recommended by the Project Professional and approved by the Owner.

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### **Section 700: Construction Procedures**

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### 3. Final Acceptance.

#### **700.31**

#### **REQUEST FOR ASSIGNMENTS**

At times, the Department of the Treasury's Internal Revenue Service has served a *Notice of Levy* to the Bureau against the Professional and/or the Contractor for delinquent federal taxes. According to the *Notice*:

Chapter 64 of the Internal Revenue Code provides a lien for taxes and statutory additions. Notice and demand, as required by the Internal Revenue Code, has been made, and the taxpayer has neglected or refused to pay. The amount is still due, owed and unpaid. All property, rights to property, money, credits, and bank deposits currently in the [Professional's and/or Contractor's] possession and belonging to this taxpayer (or for which the Bureau is obligated) and all money or other obligations the Bureau owes this taxpayer, are levied upon for payment of the tax, plus all additions provided by law. Demand is made on the Bureau either to pay this tax liability or pay any smaller amount that the Bureau owes the taxpayer.

The Bureau will pay directly to the Internal Revenue Service the amount indicated on the *Notice of Levy*, but in no case any more than what is earned and due to the Professional and/or Contractor. This action will be recorded on the Bureau's *Standard Approval Forms*.

#### **700.32**

#### **DEFAULT OF CONTRACT**

If the Contractor defaults on the *Standard Form of Agreement Between the Owner and the Contractor* for any of the reasons listed in the *General Conditions*, Article 14, Paragraph 14.2, the Bureau will cease payment to the Contractor and notify the Contractor's Bonding Company and seek satisfaction.

#### **700.33**

#### **LIQUIDATED DAMAGES**

All Projects having total funds of less than \$1,000,000 will not require liquidated damages unless the Bureau records the need and gives written notice to the Professional.

Most Projects having total funds of \$1,000,000 or more will require liquidated damages. The Professional should contact the Bureau's staff to determine if liquidated damages are required and, when needed, agree on the amount stated in the *Standard Form of Agreement Between the Owner and the Contractor*.

#### **700.34**

#### **ASSESSMENT OF LIQUIDATED DAMAGES**

A recommendation will be made by the Professional covering the assessment of damages on any Project running past the completion date and accumulating liquidated damages. The Bureau will, at final closing, assess and enforce liquidated damages on any Project running past the completion date and does not have a Change Order approving an extension of Time.

The Bureau will record the amount of the liquidated damages on the Bureau's *Standard Approval Form* and deduct this amount from the Contractor's final payment. The Bureau will notify the Contractor of the assessment of liquidated damages.

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**700.35****FINAL INSPECTION**

Upon completion of the Project, the Contractor will notify the Professional who will make an inspection and compile a list of deficiencies. If, in the Professional's judgement the Project is not ready for final inspection, another inspection will be scheduled.

The Owner's inspection will follow after all known deficiencies have been corrected and the Professional determines the Project is ready. The Professional will call for a group inspection of the Project with the Bureau, the Using Agency, and its governing board for the express purpose of determining the Contractor's compliance with the Contract Documents.

It is the responsibility of the Professional to determine, arrange and notify those needing to be present of the date, place and time of the final inspection including all applicable federal governmental agency representatives. The date and time of the final inspection will be set for the convenience of the Bureau, the Using Agency and its Governing Board.

One (1) week prior to the final inspection, written notice will be furnished to all parties listed above. The Professional will conduct the final inspection in the presence of those listed above and will tabulate a complete list of defects or discrepancies, if any, to be correction by the responsible parties.

Copies of the *punch list* will be furnished to all parties concerned. Once the corrections are made, the Professional will schedule a second inspection at the convenience of the Bureau. Final inspection will not be scheduled until all Work is completed or unless otherwise approved by the Bureau in writing. Upon completion of all punch list items, the Professional will provide a letter recommending acceptance to the Bureau with a copy to the Using Agency and its Governing Board.

**700.36****SUBSTANTIAL COMPLETION**

A *Certificate of Substantial Completion* will not be issued unless the Using Agency occupies the facility prior to final completion. The date recorded on the *Certificate* will begin the Warranty period.

**700.37****DATE OF ACCEPTANCE**

If a *Certificate of Substantial Completion* is not issued, then the date of final acceptance recorded by the Bureau on its *Standard Approval Form* will be the date beginning the Warranty period.

**700.38****OCCUPANCY**

The Using Agency will not occupy any portion of the Project without prior approval of the Bureau.

**700.39****INSURANCE**

Builder's Risk Insurance may not be canceled by the Contractor until final written acceptance by the Bureau,

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or occupancy by the Using Agency.

#### **700.40**

##### **CLOSEOUT DOCUMENTS** (amended September 2004)

1. Application for Payment (AIA Form G702)
2. Consent of Surety Company to Final Payment (AIA Form G707) . [**Mississippi Code 1972, Annotated**, Section 87-7-3]
3. Power of Attorney
4. Contractor's Affidavit of Release of Liens (AIA Form G706A)
5. Contractor's Affidavit of Payment of Debts and Claims (AIA Form G706) [**Mississippi Code 1972, Annotated**, Section 87-7-5]
6. Contractor's Guarantee of Work (Company Letterhead)
7. Roof Bonds, Warranty
8. Product Manuals
9. The Professional shall, unless waived by the Owner, also submit one electronic format copy of the updated As-Built documents in coordination with the project Close-Out Documents. The actual cost of the electronic submittal shall be paid by the Owner, with cost approval by the Owner before printing is ordered.

#### **700.41**

##### **CONTRACTOR'S FINAL PAY REQUEST**

When submitting request for final payment, the Contractor will include with the application all the above mentioned closeout documents.

#### **700.42**

##### **GENERAL**

A *Notice of Publication of Final Settlement* will be published by the Bureau after a Project has been accepted by the Bureau and the final payment has been made. The *Notice* is published one (1) time in a newspaper having a general circulation in the county where the Project is located. If the Project is \$10,000 or less, a *Notice* is not published. [**Mississippi Code 1972, Annotated**, Section 31-5-53]

#### **700.43**

##### **FORM**

A sample of the *Notice of Publication of Final Settlement* is as follows:

NOTICE OF PUBLICATION OF FINAL SETTLEMENT

Notice is hereby given that the Contract between the Office of General Services, Bureau of Building, Grounds and Real Property Management, of the State of Mississippi - Jackson, Mississippi, on the one part, and (Contractor's Name) of (City/State) on the other part dated (Award Date) for

Project # \_\_\_\_\_

Project Title \_\_\_\_\_

Institution/Agency/Department \_\_\_\_\_

in or near the Town of (Project Location) in (County), Mississippi has fully and completely performed and final settlement therefore has been made or authorized to be made as shown by this advertisement published at the request of the Office of General Services, Bureau of Building, Grounds and Real Property Management.

This Notice is given under the provisions of Section 31-5-53, **Mississippi Code of 1972, Annotated.**

Dated this the (Day) day of (Month), 20(Year).

OFFICE OF GENERAL SERVICES  
BUREAU OF BUILDING, GROUNDS AND  
REAL PROPERTY MANAGEMENT

\_\_\_\_\_  
Director

**700.44  
WARRANTY PERIOD**

If, within the period of one (1) year after the Bureau's date of substantial completion or final acceptance of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Using Agency will inform the Bureau who will instruct the Contractor, through the Professional by written notice, to promptly correct faulty workmanship and materials.

The Bureau will be notified in writing by the Using Agency if the Contractor fails to respond promptly. The Contractor is not responsible for maintenance during the one-year Warranty period. It is the responsibility of the Using Agency to determine if corrective action is required because of faulty maintenance or faulty construction workmanship and materials.

The Using Agency is to request action on the part of the Contractor only in those areas where responsibility lies with the Contractor.

The Contractor is not responsible for any actions taken by the Using Agency if a Warranty is voided by inappropriate actions. The Using Agency should take care in its routine maintenance not to void any

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Warranties.

## **700.45**

### **YEAR-END INSPECTION**

Thirty (30) days prior to the end of the one-year Warranty period, the Professional will notify the Bureau, the Using Agency, its Governing Board, Consultants and all prime Contractors of the date and time of the year-end inspection.

At this inspection, those items of Work which are the Contractor's responsibility needing attention will be listed. This list will be distributed by the Professional to each of the parties in attendance at the inspection. The Professional is responsible for notifying the Bureau when all items listed have been corrected. If the Contractor fails to take corrective action, the Using Agency should so inform the Bureau in writing.

If the Contractor does not take action in correcting the items listed after the inspection, the Contractor's Bonding Company will be contacted for satisfaction. No further Contracts will be issued to the Contractor until the problems have been solved.

# **Furniture & Equipment**

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Section 800

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## SECTION 800: FURNITURE & EQUIPMENT

### 800.1 LEGISLATION

The purchase of furniture and equipment will be directly addressed through legislation; therefore, the following procedures have been developed by the Bureau as guidelines for the acquisition of furniture and equipment.

Every attempt will be made by the Bureau to adhere and abide by the **Procurement Manual** issued by the Department of Finance and Administration's Office of Purchasing and Travel, which is an exhaustive presentation of procedures relative to purchasing by all state entities. However, the Bureau is a contracting agency rather than a regulatory agency and some deviations will be made.

### 800.2 BUREAU'S RESPONSIBILITIES

The Bureau Staff assigned to work with the Using Agency will be responsible for coordinating all aspects of the purchase of furniture and equipment, including liaison between the Using Agency, Professional (if one is hired) and the Vendor. In addition, the Bureau Staff will verify deliveries and authorize payments.

<b>Responsibilities</b>
* Bureau's
* Using Agency's
* Professional's

- \* Bureau's
- \* Using Agency's
- \* Professional's

### 800.3 USING AGENCY'S RESPONSIBILITIES

The Using Agency personnel assigned to work with the Bureau Staff will be responsible for compiling the list of furniture and equipment needs for the proposed purchase(s) as outlined in **Section 800**. In addition, the Using Agency may be asked to prepare specifications and compile the actual Bid Documents and eventual Contract(s). Responsibilities will be determined and agreed upon during the initial planning stage.

### 800.4 PROFESSIONAL'S RESPONSIBILITIES

If a Professional is hired by the Bureau to prepare Specifications, Bid Documents and Contracts, the Professional will work under the supervision of the Bureau Staff. In addition, the Professional will be responsible for coordinating delivery and verifying acceptability of delivered goods.

### 800.5 EMERGENCY PROCUREMENT

Emergency procurement of furniture and equipment will follow the same guidelines outlined for construction in **Section 200**.

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## Section 800: Furniture & Equipment

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**800.6****DOCUMENT PREPARATION**

Bid Documents may be prepared by one of the following:

1. **Bureau Staff:** may be responsible for preparing the specifications for the furniture and equipment needs of a Using Agency. In this case, the Bureau Staff will prepare the Bid Documents for printing and distribution.
2. **Using Agency:** may be responsible for preparing the specifications for the furniture and equipment needs. In this case, the Using Agency will prepare the Bid Documents for printing and distribution.
3. **Professional:** may be hired by the Bureau to prepare the specifications for the furniture and equipment needs of a Using Agency. In this case, the Professional will prepare the Bid Documents for printing and distribution.

**800.7****USING AGENCY'S PRELIMINARY LIST**

The Using Agency should assign staff members directly involved with the construction project (i.e., Physical Plant personnel) or involved with daily purchasing (i.e., Purchasing Department personnel), to assist with a specific Furniture & Equipment Project. The responsible Bureau Staff will work with the assigned Using Agency Staff during the entire Project.

Six (6) months prior to occupancy, the Using Agency should begin compiling a Preliminary List of all anticipated furniture and equipment needs. [See **Appendix 800.**] This List should be as complete as possible and include:

**Preliminary List**

- \* Furniture
- \* Equipment
- \* Location
- \* Quantity
- \* Dimensions
- \* Source

1. **Furniture:** Desks, chairs, tables, shelving, filing cabinets, hospital beds, wardrobes, et al.
2. **Equipment:** Video, communication, audio, educational, specialties, mattresses, et al.
3. **Location:** Office, classroom, patient, administrative, lobby, clinical.
4. **Quantity:** Number of each item requested.
5. **Dimensions:** 3'x6' executive desk, 3'x15' conference table, regular or legal file cabinets.
6. **Source:** Sole source, State Contract, Written Quote, Exemption,

Bid. When preparing the Preliminary List, the Using Agency should divided the items into categories briefly described below:

1. **Non-purchasable Items:** Office supplies, chemicals, commodities, diskettes, bulletin boards, garbage cans, calculators, typewriters, restocking warehouses, vehicles, copiers, religious objects, et al.
2. **Sole Source Items:** Items obtained from only one source.
3. **State Contract Items:** Items contracted by DFA's Office of Purchasing, i.e.: desks, office chairs, modular partitioning, filing cabinets, VCR stands, stackable chairs.
4. **Written Quotes:** Items under \$500.00, or over \$500.00 and under \$5,000.00.
5. **Bid Exemptions:** Items exempted from competitive bidding.
6. **Bid Items:** Items competitively bid.

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**Section 800: Furniture & Equipment**

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Each Using Agency's furniture & equipment needs will be reviewed, considered and addressed individually; however, every effort is made to standardize and bring uniformity to furniture & equipment purchased by the Bureau using public funds. The Bureau's positions on Non-purchasable, Sole Source, State Contracts, Written Quotes, Bid Exemptions and Bid Items are based on previous PPRB approvals and current state purchasing laws.

Bureau Staff will review the Preliminary List and return it to the Using Agency with comments. The List should be finalized and approved by both parties.

**Special Note:** No funds appropriated to the Bureau may be used for rent, lease-purchase or maintenance contracts.

## **800.8 NON-PURCHASABLE ITEMS**

The Using Agency's Preliminary List may include anything and everything regarding the complete furnishing and equipping of a facility. However, certain items fall into administrative budgetary categories, such as commodities, which have a short life expectancy. Items purchased with general funds or bond funds fall into the capital outlay category and must generally have a life expectancy of twenty (20) years. Any item not meeting the twenty (20) year criteria will be eliminated from the Using Agency's Preliminary List unless there is sufficient justification otherwise.

The Using Agency may use its own funds to procure the non-purchasable items; however, the Bureau will not consider using its restricted funds for such purposes.

## **800.9 SOLE SOURCE ITEMS**

The Preliminary List may include items considered as sole sources only after the Using Agency has exhausted every avenue of seeking multiple Vendors. Justification for purchasing a sole source item should be submitted in writing with the List in order for Bureau Staff to accurately assess the submission. Any undocumented sole source items submitted by the Using Agency may be eliminated from the Preliminary List.

The following examples taken from the Office of Purchasing and Travel's **Procurement Manual** are examples of circumstances necessitating sole-source purchases: [**Mississippi Code 1972, Annotated**, Section 31-7-13 (m)]

1. Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration (and Manufacturer is sole supplier).
2. Where a sole supplier's item is needed for trial use or testing.
3. Where a sole supplier's item is to be required when no other item will serve the need of the Using Agency.

Should reasonable doubt exist regarding the item's sole source nature, bids will be received as usual. If ample justification by the Using Agency is presented, the Bureau will solicit a quote from the sole source Vendor and present the item(s) as award(s) at the next PPRB. The Board will have final determination.

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### **Section 800: Furniture & Equipment**

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**800.10****STATE CONTRACT ITEMS**

The Office of Purchasing and Travel has the authority to establish Contracts by competitive bidding or by negotiation. The Office has the authority to set standards for the items being purchased, and such standards are based on a practical and economical efficient applications. Further, the items placed on these State Contracts are at the discretion of the Office.

State Agencies may purchase from these Contracts if it is in the best interest of the Using Agency and would be an economically feasible transaction; therefore, the Bureau will use State Contracts to procure furniture & equipment as often as possible. When the Using Agency begins preparation of the Preliminary List, great care should be given to procure as many items as are available from State Contracts. Copies of these Contracts are available upon requests at the Office of Purchasing and Travel, which is located at 501 North West Street, Suite 1401A, Woolfolk Building, Jackson, MS 39201, or calling 601/359-3409.

All conditions described in the State Contracts regarding specifications and price will be observed by the Bureau. However, conditions regarding the delivery and payment of goods may differ because the Using Agency will receive delivery and payments will be made by the Bureau.

All State Contract items will be presented by the Bureau as awards at the next PPRB. The Board will have final determination.

**800.11****WRITTEN QUOTE ITEMS (amended 04/09)**

Procurement requirements may not be manipulated or artificially divided in order to circumvent competitive bidding. Written quotes may be received rather than competitive bidding when the following criteria are met: [**Mississippi Code 1972, Annotated**, Section 31-7-13 (b)]

1. **Under \$5,000:** One (1) written quote may be received for items, individual or grouped, which cost under \$5,000.
2. **Over \$5,000:** Two (2) written quotes will be received for items, individual or grouped, which cost over \$5,000 and under \$50,000.

**800.12****BID EXEMPTIONS**

The Office of Purchasing's **Procurement Manual** lists certain items which are exempt from the competitive bid process. [**Mississippi Code 1972, Annotated**, Section 31-7-13 (m)] Written quotations will be solicited for any items exempted from bidding and will be presented by the Bureau as awards at the next PPRB. The Board will have final determination. The only exemptions applicable to furniture and equipment items procured by the Bureau are:

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1. Purchases made for museum and public display.
2. Purchases made from Contracts established or approved by the Office of Purchasing and Travel.
3. Purchases made from state operated industries, such as Industries for the Blind and the Mississippi Correctional Industries.
4. Non-competitive items available from only one (1) source.

**800.13  
BID ITEMS**

-- SAMPLE FORMAT --				
Item #	Description	Quantity	Unit Price	Total
1	Executive Desk Wood, contemporary, general purpose, double pedestal, with lock and center drawer; one pedestal to have one file drawer for legal or letter size filing side to side, one box drawer and one reference slide; the other pedestal to have three box drawers and one reference	15	\$ _____	\$

Specifications will be developed by the Bureau, Using Agency or Professional for items approved for bidding. These specifications must be generic in nature, without bias toward a specific manufacturer or model and written in the Bureau's furniture and equipment format as indicated on the previous page.

It is permissible, in order to establish a standard, to name one (1), or more specific manufacturers and model numbers as examples. However, care should be taken in writing open specifications. Bureau Staff will review all Specifications. If any items specified have been written to limit competitive bidding, the Specifications must be revised.

After review, Specifications will be returned to the Using Agency or Professional for revisions and inclusion of the Bureau's *General Condition* documents. [See **Appendix 800.**] When the revisions have been made and the conditions included, the Bureau Staff will make a final review.

**800.14  
DOCUMENT APPROVAL**

The Using Agency or Professional will be notified in writing if the Bid Documents are approved. If the Documents are disapproved, the Using Agency or Professional will revise the Documents according to the Bureau Staff's comments and will resubmit the Bid Documents for approval. Final copies will be furnished to the Bureau prior to placing the *Advertisement for Bids* in the newspaper. The Bureau, Using Agency or Professional will provide complete sets of Specifications and other Bidding Documents, as are necessary for bidding.

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**Section 800: Furniture & Equipment**

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**800.15****ADVERTISEMENT FOR BIDS**

Upon approval, the Bureau will prepare and issue an *Advertisement for Bids* published in the legal section of the newspaper having general circulation in the State. The *Advertisement* will run once a week for two (2) consecutive weeks with bids being opened not less than seven (7) working days after the last publication by the Bureau. [Mississippi Code 1972, Annotated, Section 31-7-13(c)]

On the same day the newspaper is notified, the Mississippi Contract Procurement Center will be mailed a written notice. [Mississippi Code 1972, Annotated, Section 31-7-13(c)] In addition, the Bureau will furnish Contract Documents to appropriate trade organizations for use of other interested parties.

**800.16****OBTAINING BID DOCUMENTS**

All interested Bidders may contact the appropriate party indicated in the *Advertisement for Bids* in order to receive a copy of the Bid Documents. Any charge or deposit for obtaining these Documents will also be indicated in the *Advertisement*. The Documents will include all necessary instructions regarding the submission of a bid *Proposal*. [See **Appendix 800.**]

**800.17****BIDDER'S RESPONSIBILITY**

Bidders will fully inform themselves of the conditions regarding the Project and the related site. Failure to do so will not relieve the successful Bidder of obligations to fulfill material and labor requirements, or performing any work required without additional cost to the Bureau.

**800.18****INTERPRETATIONS**

Should a Bidder find discrepancies, the Bureau Staff, Using Agency or Professional who prepared the Bid Documents should be contacted immediately for interpretation and clarification. Neither the Bureau Staff, Using Agency nor the Professional will be responsible for any oral instructions or interpretations. A response regarding the discrepancy will be submitted in writing to all Bid Document holders.

**800.19****ADDENDA**

Should Addendum be necessary, all known holders of Bid Documents will be notified as expeditiously as possible prior to the time of receiving bids. However, no addendum should be issued within twelve (12) hours of the receipt of bids. Bidders will be required to acknowledge all addendum received on the *Proposal Form*. All Addenda will be incorporated into the Bid Documents and become a part of the Contract.

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**Section 800: Furniture & Equipment**

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**800.20**  
**BIDDER'S LIST**

A Bidder's List may be compiled to provide the Bureau with the names of businesses for the purpose of securing competition. Any Vendor interested in obtaining Bid Documents may contact the responsible party indicated in the *Advertisement*.

**800.21**  
**PREQUALIFICATION OF VENDORS**

Prospective Vendors may be prequalified for particular types of furniture & equipment. Solicitation mailing lists of potential Vendors may include but shall not be limited to such prequalified Vendors.

Prospective Vendors may be prequalified for Bidder Lists, but distribution of the solicitation may not be limited to prequalified Vendors, nor will a prospective Vendor be denied award of a Contract simply because such Vendor was not prequalified. The fact that a prospective Vendor has been prequalified does not necessarily represent a finding of responsibility.

**800.22**  
**PRE-BID CONFERENCE**

Pre-bid conferences may be conducted to explain the bid requirements. This conference will be announced to all prospective Bidders known to have received Bid Documents. The Conference will be held after the Contract Documents have been issued to allow Bidders ample time to become familiar with the contents, but sufficiently prior to bid opening to allow consideration of the Conference results in preparing the bid.

**800.23**  
**BID PREPARATION**

*(In upper left hand corner)*

**Name of Firm**

*(Bid shall be addressed and delivered to)*

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

*(In lower left hand corner)*

Bid for Project # \_\_\_\_\_

Title: \_\_\_\_\_

Using Agency: \_\_\_\_\_

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**The Bidder should submit his bid in DUPLICATE in a sealed envelope.** If the Bidder desires a copy of the bid, a third copy should be made and retained by the Bidder. An example of the outside of the bid envelope is shown here.

#### **800.24**

##### **RECEIPT OF BIDS**

Upon the receipt of each bid and/or modification, the date and time will be recorded on the face of the envelope. The *Proposal* will be stored in a secure place until the time and date set for bid opening. It is the responsibility of the Bidder to deliver the sealed bid to the appointed place prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by the U.S. Mail, Federal Express, UPS, etc. will disqualify the bid.

Bids will be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the *Advertisement*. The name of each Bidder will be recorded, the amount of each bid and such relevant information as specified.

Bids will be unconditionally accepted without alteration or correction and will be evaluated based on the Specifications. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the State of fair competition will be permitted.

#### **800.25**

##### **MODIFICATIONS TO BIDS**

Bids may be modified or withdrawn by written notice received in the Bureau's office prior to the time and date set for bid opening by writing on the envelope or a facsimile; however, confirmation of the facsimile must be received within forty-eight (48) hours, excluding state holidays and weekends, from the closing time, or the facsimile modification will be given no consideration. Confirmations will be limited to Modifications on letterhead signed by the person who signed the *Proposal Form*.

All documents relating to the modification or withdrawal of bids will be made a part of the appropriate procurement file.

#### **800.26**

##### **OPENING BIDS**

Tabulation sheets will be provided for the recording of bids by the appropriate party (Bureau, Using Agency, or Professional). At the appropriate hour, the Bureau Staff will declare the bidding closed. All *proposals* meeting the law will be opened and read.

**Special Note:** If only one (1) *Proposal* is received, the Bureau Staff may open the *Proposal*.

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### **Section 800: Furniture & Equipment**

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**800.27****WITHDRAWAL OF BID**

Any *Proposal* may be withdrawn prior to the time specified for receiving bids. If, however, when all *Proposals* have been read and recorded, should a Bidder realize a mistake has been made in the *Proposal* and desires to withdraw the *Proposal*, the Bidder should rise and announce to all present of the intention of withdrawing the *Proposal*. All withdrawal requests, after being verbally made, must be made in writing to the Bureau no later than twenty-four (24) hours following the bid opening. [**Mississippi Supreme Court** decision, Mississippi State Building Commission et al v. Becknell Construction, Inc. et al, 329 So.2nd 57 (1976)]

The letter of withdrawal should be addressed to the Bureau of Building, Grounds and Real Property Management's Director. It should identify the Project, include the original bid, take-off sheets, and any other supporting documentation to provide proof of error. Failure to include sufficient documentation will be grounds for rejection of the withdrawal request.

**800.28****IRREGULARITIES**

Minor irregularities are matters of form rather than substance evident from the Bid Document, or insignificant mistakes, which may be waived or corrected without prejudice to other Bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Bureau will be the sole judge in determining irregularities, or informalities and render a decision as expeditiously as possible.

**800.29****BID PROTEST**

When all *Proposals* have been read and recorded, should a Bidder wish to protest, the Bidder should rise and announce to all present the protest. All protest, after being made verbally, must be made in writing to the Bureau no later than twenty-four (24) hours following the bid opening.

The letter of protest should be addressed to the Bureau of Building, Grounds and Real Property Management's Director. It should identify the Project, include what is being protested, why it is being protested, and be signed by the individual who is protesting.

Protestors may be required to appear at the next PPRB meeting and personally present their protest. The Bureau is under no obligation to consider any protest received after twenty-four (24) hours. This includes a protest made by anyone regardless of whether they attended the bid opening.

**800.30****NEGOTIATIONS**

Neither the Bureau, nor the Using Agency or Professional, will negotiate with any Bidder after the opening of the bids.

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**800.31****PRODUCT ACCEPTABILITY**

The General Conditions may set forth any evaluation criterion to be used in determining product acceptability. It may require the submission of bid samples, descriptive literature, technical data, or other material. It may also provide for accomplishing any of the following prior to award of contract:

1. Inspection or testing of a product prior to award for such characteristics as quality or workmanship.
2. Examination of such elements as appearance, finish, or feel.
3. Other examinations to determine whether it conforms with any other purchase description requirements.

The acceptability evaluation is not conducted for the purpose of determining whether one Bidder's item is superior to another but only to determine that a Bidder's offering is acceptable as set forth in the Bid Documents. Any Bidder's offering which does not meet the acceptability requirements may be rejected as nonresponsive.

**800.32****LOW TIE BIDS**

Low tie bids are low responsive bids from responsible Bidders identical in price and meet all requirements and criteria set forth in the Bid Documents.

Prime criterion for awards regarding tie bids will be resident Vendors in closest proximity to the Using Agency may be given preference over nonresident Vendors. [**Mississippi Code 1972, Annotated**, Section 31-7-15 (1).] However, the Using Agency will have final determination regarding tie bids.

**800.33****DISQUALIFICATION OF BIDDER**

All things being equal, a Contract will be awarded to the lowest and best base bid, or lowest and best combination of base bid and alternates, whichever produces a total within the available funds.

The following list of situations may disqualify a low Bidder from being considered:

1. Failure to comply with bid requirements
2. Bidder is in arrears on existing Contracts with the Bureau or another State Agency
3. Bidder is, or anticipates being, in litigation or arbitration with the Bureau or another State Agency
4. Bidder has defaulted on a previous Contract

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**Section 800: Furniture & Equipment**

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**800.34****REJECTION OF BIDS**

Each Proposal may be rejected in whole or in part when it is in the best interest of the State. Reasons for rejection include, but are not limited to:

1. The business submitting a bid is nonresponsive
2. The bid is nonresponsive
3. The furniture & equipment offered in the bid is unacceptable by reason of its failure to meet specifications or permissible alternates or other acceptable criteria set forth in the Proposal
4. The proposed price is clearly unreasonable
5. Only when provided by the solicitation may a bid or proposal limit acceptance to the entire bid or proposal offering. Otherwise, such bids or proposals may be deemed to be nonresponsive

**800.35****INFORMATION ON BID RESULTS**

Bid results may be reviewed in the Bureau's office at any time during normal working hours subsequent to the time of the bid opening. This only applies a business or person who has submitted bids on a particular project. The Bureau may restrict the availability of the bids during the evaluation process in order to expedite the award process. Businesses or persons not participating in the process may not be permitted access to any applicable files until after an award is made. After the award is made, all information and documents applicable to the awarded contract may be available for review.

The Bureau will retain the original *Proposal Form* on each bid received. One (1) copy of each of these items will be given to the Using Agency or Professional for information purposes only. The Using Agency or Professional may submit to the Bureau a certified tabulation of all proposals received, along with a recommendation as to the award of Contract(s).

The Bureau will duplicate any record for any person for a fee per DFA's printing policy.

**800.36****AWARD OF CONTRACT**

Normally, the Bureau has forty-five (45) days after the bid opening to award Contracts. The exact days will be stated in the Bid Documents or on the *Proposal Form*. The Bureau will proceed as expeditiously as possible to present awards at the next PPRB meeting.

The Using Agency or Professional will be informed in writing of the final action concerning awards made by the PPRB.

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**Section 800: Furniture & Equipment**

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**800.37****CONTRACT PREPARATION (Revised August 18, 2010 for F&E to agree with 600.57 Checklist #1 for 5 copies to 2 copies)**

Contracts will be prepared by the appropriate party (Bureau, Using Agency or Professional) as follows:

1. **Copies:** Two (2) copies will be prepared (and any additional copies requested by the Bureau) of the furniture and equipment Contract:
  - (a) Bureau (1)
  - (b) Vendor (1)
2. **Dates:** The Contract cannot be dated prior to an award of Contract by PPRB [procedures].
3. **Signatures:** All signatures must be original.
4. **Contract Form:** The Bureau's Contract form is the **only** form to be used.

Once the *official* Contracts have been prepared and signed, copies will be distributed as indicated above.

**800.38****DELIVERY**

The Vendor will be expected to provide all the furniture and equipment specified in the Contract and per the terms regarding delivery. The Bureau Staff and Using Agency will coordinate delivery dates and times. The Professional will be responsible for this activity, if one is provided.

**800.39****PAYMENTS**

No retainage will be withheld from any furniture and equipment (loose equipment) Contracts. The Vendor will be required to complete the necessary forms [See **Appendix 800.**] prior to receiving payments. The Using Agency, Bureau Staff and Professional, if applicable, will be responsible for verifying delivery, installation and completeness prior to approving any application(s) for payment to the Vendor.

# Documents

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Division 0

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## DIVISION 0 - DOCUMENTS

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**ADVERTISEMENT FOR BIDS**  
**SECTION 00000**

Sealed bids will be received at the office of the Bureau of Building, Grounds and Real Property Management, 501 North West Street, Suite 1401B [Woolfolk Building], Jackson, Mississippi, 39201 until 2:00:00 p. m. on

\_\_\_\_\_, \_\_\_\_\_  
(Day) (Date)

Project # \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Project Title)  
(Using Agency)  
(Location)

at which time they will be publicly opened and read. Contract Documents may be obtained from:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

A deposit of \$\_\_\_\_\_ is required. Bid preparation will be in accordance with *Instructions to Bidders* bound in the Project Manual. The Bureau of Building, Grounds and Real Property Management 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.**

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

Dates of Publication:  
\_\_\_\_\_  
\_\_\_\_\_

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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:
- A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that law shall be submitted with the Proposal Form.
  - 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)
- A. Failure to comply with the bid requirements.
  - B. Bidder is in arrears on existing Contracts with the Bureau or another state agency.
  - C. Bidder is, or anticipates being, in litigation or arbitration with the Bureau or another state agency.
  - D. Bidder has defaulted on a previous Contract.
- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

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### Division 0

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- 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 is indicated in the Advertisement for Bids. Upon returning the documents to the Professional within ten (10) days of the bid date and in good condition, all document holders will be refunded one-half (1/2) of the deposit. Any general contractor submitting a bid and all mechanical and/or electrical Subcontractors will be refunded one hundred percent (100%) of the deposit on one (1) set and fifty percent (50%) for each additional set. No partial sets of documents will be issued. Selected plan rooms will be issued one (1) set of documents without charge.

## **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.
- 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 and the date received in spaces provided.
- 2.07 **BIDDER IDENTIFICATION:**
- A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
  - B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name - exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msbc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)
  - C. **Legal Address:** The address appearing on the Proposal Form should be the same address exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msbc.us/Search2.CFM>]
  - D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check:
- 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, the Surety and a Mississippi resident agent. (No standard form is required for the Bid Bond.)
  - B. **Certified Check:** The Bidder may submit a certified check made out to the *Bureau of Building, Grounds and Real Property Management* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request,

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## **Division 0**

unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time.

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

### PART 3 - SUBMITTING THE PROPOSAL FORM

- 3.01 **SUBMITTAL:** A bid must be delivered to the address indicated on the Advertisement for Bids prior to the time and date stated. 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 and for a reasonable time period, 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)

*(In upper left hand corner)*

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

*(Bid shall be addressed and delivered to)*

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

*(In lower left hand corner)*

Bid for Project # \_\_\_\_\_

Title \_\_\_\_\_

Using Agency \_\_\_\_\_

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

Under \$50,000.00 (add statement)

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

- 3.02 **MODIFICATION TO BID:** A bidder may modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

- A. **Notification on Envelope:** A modification may be written on the outside of the sealed envelope containing the bid.
- B. **Facsimile:** A facsimile (fax) will not be acceptable.

- 3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, bids may not be withdrawn until forty-five (45) days after bid opening.

### PART 4 - BID OPENING AND AWARD OF CONTRACT

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

- 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.

### Division 0

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- 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. (*“working” days added 11/3/10*)
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** 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.
  - 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. All Bonds shall be countersigned by a Mississippi resident agent with the name and address typed, or lettered legibly.
  - E. All Bonds must be accompanied by an appropriate Power of Attorney.

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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 should not be included with the Proposal Form when submitting a bid proposal.

- 5.01     **PROPOSAL FORM:** (only one original proposal form to be submitted) (also see 3.01 and 600.42 of Manual)  
          **Base Bid**  
          ( ) Write in the amount of the base bid in words and numbers. The written word shall govern.
- Alternates**  
          ( ) Write in each alternates amount in words and numbers. The written word shall govern.
- Addenda**  
          ( ) Acknowledge the receipt of each addendum by writing in the number of the addendum and the date received.
- Acceptance**  
          ( ) Proposal is signed by authorized person  
          ( ) Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State  
              [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp> ] which should be the same as you applied for at the Mississippi  
              State Board of Contractors [<http://www.msdoc.us/Search2.CFM> ] (see 2.07, 3.01, 5.01, proposal form)  
          ( ) Legal address of the business listed above (at SOS and Contractor's Board)  
          ( ) Correct Certificate of Responsibility Number(s) as it appears in the current Mississippi State Board of Contractors  
              Roster
- Certificate of Responsibility Number(s) on envelope (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  
          ( ) 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**  
          ( ) List your Mechanical, Plumbing, and Electrical Contractors regardless of cost. Complete all lines in some manner.  
              \* List name even for under \$50,000  
              \* Fire Protection Sprinkler Contractors do not have to be listed  
              \* If there is a separate HVAC/Plumbing Contractor, so notate as mentioned herein  
              \* If Mechanical, Plumbing, and/or Electrical Contractor is performed by the General, be sure the General  
              has a COR for said discipline and list General's name on the line and COR number mentioned herein  
**OR**     \* If there is no Mechanical, Plumbing, and/or Electrical Contractor, notate this in some manner on the line
- 5.06     **SUB-CONTRACTORS' COR NUMBER     Refer to 1.04 for responsiveness**  
          ( ) \* List Certificate of Responsibility Number for over \$50,000.00 (also allowed, but not required, for under \$50,000)  
              \* If under \$50,000 – so notate on the COR line "under \$50,000" (or can still show COR#)  
**OR**     \* If there is no Mechanical, Plumbing, and/or Electrical in Divisions 15 or 16, notate this in some manner on the name  
              line and the COR# line as mentioned herein

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

**Division 0**

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**PROPOSAL FORM**  
**SECTION 00300**

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

Re: Project # \_\_\_\_\_  
Project Title \_\_\_\_\_  
Location \_\_\_\_\_

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

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

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

**Alternate #1** ( ) Adds ( ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #2** ( ) Adds ( ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #3** ( ) Adds ( ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #4** ( ) Adds ( ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #5** ( ) Adds ( ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

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**Division 0**

**ADDENDA ACKNOWLEDGMENT:** (date below can be the date Addendum was issued OR the date Addendum was received by Bidder)

No. 1 Date \_\_\_\_\_ (#1 included in Bid Documents) No. \_\_\_\_\_ Date \_\_\_\_\_

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

↑Complete all lines including #1↑

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

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

■ Bidder's Certificate of Responsibility Numbers(s): (mechanical/electrical/plumbing is below)

\_\_\_\_\_  
\_\_\_\_\_

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

■ **Mechanical / Plumbing / Electrical Contractors:**

Divisions 15 & 16 of the Specifications of the BoB Standard Form Of Agreement Between The Owner And The Contractor

List the Mechanical / Plumbing / and/or Electrical Contractors in accordance with 5.05 and 5.06 of the Bidder's Checklist.

Mechanical Contractor: \_\_\_\_\_

Certificate of Responsibility No. \_\_\_\_\_

Plumbing Contractor: \_\_\_\_\_

Certificate of Responsibility No. \_\_\_\_\_

Electrical Contractor: \_\_\_\_\_

Certificate of Responsibility No. \_\_\_\_\_

Complete all lines in some manner per 5.05 even for under \$50,000 ↑

Complete all lines in some manner per 5.06 ↑

■ Mississippi Department of Agriculture & Commerce  
Bureau of Plant Industry

Landscape License Number \_\_\_\_\_ MS Code 69-19-1 – 69-19-15

↑Complete for prime landscaping projects

**Division 0**

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

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

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

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

Business Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ 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:

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

OWNER: BUREAU OF BUILDING, GROUNDS AND  
REAL PROPERTY MANAGEMENT

CONTRACTOR:

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

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

\_\_\_\_\_, Director  
(Name and Title)

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

APPROVED AS TO FORM:

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

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

**Division 0**

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

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

1.2 **THE CONTRACT DOCUMENTS**

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

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

**BIDDING REQUIREMENTS**

- Advertisement for Bids
- Instructions to Bidders
- Proposal Form

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

**CONTRACT BOND**

**POWER OF ATTORNEY**

**CERTIFICATE OF INSURANCE**

**CONDITIONS OF THE CONTRACT**

- General Conditions
- Supplementary Conditions
- Labor Requirements
- Addenda

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

- \_\_\_ Division One: General Requirements
- \_\_\_ Division One Supplements
- \_\_\_ Division Two: Site Work
- \_\_\_ Division Three: Concrete
- \_\_\_ Division Four: Masonry
- \_\_\_ Division Five: Metals
- \_\_\_ Division Six: Wood and Plastics
- \_\_\_ Division Seven: Thermal and Moisture Protection
- \_\_\_ Division Eight: Doors and Windows
- \_\_\_ Division Nine: Finishes
- \_\_\_ Division Ten: Specialties
- \_\_\_ Division Eleven: Equipment
- \_\_\_ Division Twelve: Furnishings
- \_\_\_ Division Thirteen: Special Construction
- \_\_\_ Division Fourteen: Conveying Systems
- \_\_\_ Division Fifteen: Mechanical
- \_\_\_ Division Sixteen: Electrical
- \_\_\_ Division Seventeen: Commissioning

1.2.3 Addenda  
Addendum No. 1, dated \_\_\_\_\_ included in bid documents  
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 \_\_\_\_\_

1.2.5.1 Other documents, dated \_\_\_\_\_  
\_\_\_\_\_

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**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**

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

**5.3 PROFESSIONAL**

5.3.1 The Professional assigned to this Project is as follows:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

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

**Division 0**

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

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

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

### II. PERFORMANCE BOND

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

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

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

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

### III. LABOR AND MATERIAL PAYMENT BOND

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

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

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

**V. GENERAL CONDITIONS**

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

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

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

SURETY \_\_\_\_\_ Principal \_\_\_\_\_ (typed)

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

\_\_\_\_\_  
Attorney-in-Fact  
(Name) (Title) (Name and Title) (typed)  
(typed and with embossed seal on Bond and P/A)  
(Power of Attorney should be for Attorney-in-Fact with embossed seal)

\_\_\_\_\_  
(Address) (Address)

\_\_\_\_\_  
(City/State/Zip/Phone) (City/State/Zip/Phone)

**COUNTERSIGNED:**

\_\_\_\_\_  
MISSISSIPPI RESIDENT AGENT COMPANY  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Resident Mississippi Agent  
(Name) (Title) (typed)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip/Phone)

(Countersignature can be the same as the Attorney-in-Fact when the Attorney-in-Fact is in Mississippi. Countersignature will be different when the Attorney-in-Fact is out of State. P/A will be for the Attorney-in-Fact.)

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# STANDARD CONSTRUCTION CONTRACT CERTIFICATE OF INSURANCE

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

<b>INSURED:</b> (Contractor's Name & Address)				<b>COMPANIES PROVIDING COVERAGE</b>		
				A		
<b>PROJECT:</b> (Number, Name & Location)				B		
				C		
<b>OWNER:</b> Bureau of Building, Grounds & Real Property Management				D		
				E		
				F		
				G		
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)	\$ 500,000	
				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	
				<b>OR</b>	Bodily Injury (Per Person)	\$ 250,000
					Bodily Injury (Per Accident)	\$ 500,000
					Property Damage (Per Occurrence)	\$ 100,000
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 1,000,000	
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	\$ 100,000	
				Disease-Policy Limit	\$ 500,000	
				Disease-Per Employee	\$ 100,000	
Property Insurance (not required when project is demolition ONLY - required for ALL other projects including paving)				<b>OR</b>	Builders' Risk Installation Floater	Must be equal to 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 Resident 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)		
				(Name and Title of Authorized Representative)		

Check if Mississippi Resident Agent  
OR Countersign by MS Resident Agent

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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 Resident Insurance Agency and bound in each set of the Contract Documents.
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.

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

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

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

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# 2007 SUPPLEMENTARY CONDITIONS

## SECTION 00800

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.
- B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Sixteenth Edition, 2007. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

#### Article 1 GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

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

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

#### 1.5 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.*

- 1.1.9 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.*

#### Article 2 OWNER

#### 2.1 GENERAL

- 2.1.1 Change this Subparagraph to read as follows:

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

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

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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 Add a new Subparagraph as follows:

*The Contractor shall comply with the Mississippi Employment Protection Act in accordance with Section 71-11-3 of the Mississippi Code 1972, Annotated. The Contractor further agrees to maintain records of such compliance, and upon request of the State, to provide a copy of each such verification to the State.*

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 Add a new Subparagraph as follows:

*The Contractor agrees to defend, hold harmless and indemnify the Owner against all claims or demands caused by the Contractor's acts or omissions.*

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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:

*Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within 7 days after written notice by Professional of award of the Contract by the Owner, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work.*

**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.

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**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.*

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: (Manual 700.28)

*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 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%). (see Addendum 1)*

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.*

9.5 **DECISIONS TO WITHHOLD CERTIFICATION**

9.5.3 Delete this Subparagraph in its entirety.

9.6 **PROGRESS PAYMENTS**

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

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

9.6.8 Add a new Subparagraph as follows:

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

9.6.8.1 Add a new Clause to Subparagraph 9.6.8 as follows:

*The Contractors shall submit monthly certification, in accordance with Section 31-5-25 of the Mississippi Code 1972, Annotated, on Owner's "Affidavit Certifying Payment to All Subcontractors" form, to the project engineer or architect indicating payments to subcontractors on prior payment request.*

9.6.9 Add a new Subparagraph as follows:

*E-Payments: Payments by state agencies using the Statewide Automated Accounting System (SAAS) 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.*

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.*

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9.8 **SUBSTANTIAL COMPLETION**

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

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

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

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

9.10 **FINAL COMPLETION AND FINAL PAYMENT**

9.10.1 Change this Subparagraph to read as follows:

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

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

9.10.2 Change this Subparagraph to read as follows:

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

9.11 **LIQUIDATED DAMAGES**

9.11.1 Add a new Paragraph as follows:

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

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**Division 0**

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

**10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.5 Change this Subparagraph to read as follows:

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

**10.3 HAZARDOUS MATERIALS**

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

**Article 11**  
**INSURANCE AND BONDS**

**11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.4 Delete this Subparagraph in its entirety.

11.1.5 Add a new Subparagraph as follows:

*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>\$ 500,000.00 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>

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**Division 0**

**.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:**

*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 to read as follows:

#### **COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

13.7.1 Change this Subparagraph to read as follows:

*As between the Owner and Contractor:*

- 1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be*

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### **Division 0**

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- deemed to have accrued in any and all events not later than such date of Substantial Completion;*
2. *Between Substantial Completion and Final Acceptance. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the date of Final Acceptance, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of Final Acceptance; and*
  3. *After the date of Final Acceptance. As to acts or failures to act occurring after the relevant date of Final Acceptance, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act of failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.*

**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.

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15.4.2 Delete this Subparagraph in its entirety.

15.4.3 Delete this Subparagraph in its entirety.

15.4.4 Delete this Subparagraph in its entirety.

15.5 Add a new Paragraph as follows:

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

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

15.5.1 Add a new Subparagraph as follows:

***CONDITIONS PRECEDENT TO ARBITRATION***

*.1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute the amount involved and the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Director of the Bureau of Building and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.*

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

15.5.2 Add a new Subparagraph as follows:

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

15.5.3 Add a new Subparagraph as follows:

***SELECTION OF ARBITRATORS:*** *Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. One (1) member shall be appointed by the Executive Director of the Department of Finance and Administration. One (1) member*

*shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.*

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**Division 0**

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15.5.4 Add a new Subparagraph as follows:

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

15.5.5 Add a new Subparagraph as follows:

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

15.5.6 Add a new Subparagraph as follows:

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

15.5.7 Add a new Subparagraph as follows:

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

15.5.8 Add a new Subparagraph as follows:

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

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

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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 - DAVIS-BACON ACT REGULATIONS

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.....  
.....

#### 5.5 CONTRACT PROVISIONS AND RELATED MATTERS

- (a) 1. **Minimum Wages:** (i) All mechanics and laborers employed or working upon the site of the work, will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics, and the wage determination decision will be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly periods.
  - (ii) The contracting officer will require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, will be classified or reclassified conformably to wage determination and a report of the action taken will be sent by the State Agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees to be used, the question, accompanied by the recommendation of the contracting officer, will be referred to the Secretary for final determination.
  
  - (iii) The contracting officer will require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of

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Labor for determination.

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- (iv) If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract. Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan, or program.
2. **Withholding:** The State may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to laborers and mechanics, including apprentices and trainees, employed by the Contractor or any Subcontractor on the work the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work in the construction or development of the Project, all or part of the wages required by the Contract, the State may, after written notice to the Contractor, sponsor, applicant of Owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.
3. **Payrolls and Basic Records:** (i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work in the construction or development of the Project. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (b) of the Davis-Bacon Act, the Contractor will maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (ii) The Contractor will submit weekly a copy of all payrolls to the Project Architect/Engineer or will submit payrolls to the applicant, sponsor or Using Agency as the case may be, for transmission to the State. The copy will be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this Contract and the Copeland regulations of the Secretary of Labor (29 DFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5 (a) (1) (iv) will satisfy this requirement. The Prime Contractor will be responsible for the submission of copies of payrolls of all Subcontractors. The Contractor will make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of the State and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.
4. **Apprentices and Trainees:** (i) Apprentices: Apprentices will be permitted to work as such only when they are registered individually under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification will not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (kk) of this subparagraph or is not registered as above, will be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or Subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

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(ii) **Trainees:** Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and where subdivision (iii) of this subparagraph is applicable, in accordance with the provisions of Part 5a of this subtitle.

(iii) **Application of 29 CFR part 5a:** On contracts in excess of \$10,000, the employment of all laborers and mechanics, including apprentices and trainees, as defined in 5.2 (c), will also be subject to the provisions of Part 5a of this subtitle. Apprentices and trainees will be hired in accordance with the requirements of Part 5a of this subtitle.

5. **Compliance With Copeland Regulations 29CFR Part 3:** The Contractor will comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.
6. **Subcontracts:** The Contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (5) and (7) and such other clauses as the State may, by appropriate instructions, require and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
7. **Contract Termination, Debarment:** A breach of clauses (1) through (6) may be grounds for termination of the Contract for debarment as provided in 29 CFR 5.6.

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**PART 5a - LABOR STANDARDS FOR RATIOS OF APPRENTICES  
AND TRAINEES TO JOURNEYMEN  
ON FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION**

**5a.3 APPRENTICE AND TRAINEE EMPLOYMENT REQUIREMENTS**

- (a) The following Contract clauses will be conditions of each Federal or Federally assisted construction Contract in excess of \$10,000 and each Federal agency concerned will include the clauses, or provide for their inclusion in each such Contract.
- (1) The Contractor agrees: (i) That he will make a diligent effort to hire for the performance of the Contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Contract the applicable ratio as determined by the Secretary of Labor.
- (ii) That he will assure that twenty-five percent (25%) of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of: (a) the availability of training opportunities for first year apprentices; (b) the hazardous nature of the work for beginning workers; and (c) excessive unemployment of apprentices in their second and subsequent years of training.
- (iii) That during the performance of the Contract, he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of subdivisions (i) and (ii) of this subparagraph.
- (2) The Contractor agrees to maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen and the wages paid and hours of work of such apprentices, trainees and journeymen. The Contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.
- (3) The Contractor who claims compliance based on the criterion stated in 5a.4(a) agrees to maintain records of employment, as described in 5a.3(a) (2), on non-Federal and Non-federally assisted construction work done during the performance of this Contract in the same labor market area. The Contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.

**5a.4 CRITERIA FOR MEASURING DILIGENT EFFORT**

- (a) The Contractor employs, on all his public and private construction work combined in the labor market area of this Project, an average number of apprentices and trainees by craft as required by the Contract clauses, at least equal to the ratios established in accordance with 5a.5.

**5a.5 DETERMINATION OF RATIOS OF APPRENTICES OR TRAINEES TO JOURNEYMEN**

The Secretary of Labor has determined that the applicable ratios of apprentices and trainees to journeymen in an occupation will be as follows:

- (a) In any occupation the applicable ratio of apprentices and trainees to journeymen will be equal to the predominant ratio for the occupation in the area where the construction is to be undertaken, set forth in collective bargaining agreements or other employment agreements, and available through the Regional Manager for the Bureau of Apprenticeship and Training for the applicable area.
- (b) For any occupation for which no such ratio is found, the ratio of apprentices and trainees to journeymen will be determined by the Contractor in accordance with the recommendations set forth in the standards of the National Joint Apprentice Committee for the occupation, which are filed with the U.S. Department of Labor's Bureau of Apprenticeship and Training.
- (c) For any occupation for which no such recommendations are found, the ratio of apprentices and trainees to journeymen will be at least one (1) apprentice or trainee for every five (5) journeymen.

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**PART 3 - WAGE RATES**

**3.01 GENERAL**

The following pages are the Federal Government Wage Determination for this project:

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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 the Contractor*.

# Documents

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Division 1

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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 to be used on the Project within seven (7) days after written notice of contract award by the Owner. Any Subcontractor listed must be acceptable to the Owner.
- 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*.

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1.02 **CONTRACTS**

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

1.03 **WORK BY OTHERS**

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

1.04 **OWNER-FURNISHED PRODUCTS**

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

1.05 **CONTRACTOR'S USE OF PREMISES**

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

1.06 **SUMMARY OF WORK SUPPLEMENT**

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

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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.

## 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.

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### Division One

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

## **APPLICATIONS FOR PAYMENT**

### **SECTION 01027**

#### 1.01 SCOPE

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

#### 1.02 APPLICATIONS FOR PAYMENT

- A. **Format:**
  - 1. Applications for Payments will be prepared on AIA forms G702 - *Application and Certificate for Payment* and G703 - *Continuation Sheet*; or, a computer generated form containing similar data may be used.
  
- B. **Preparation of Application:**
  - 1. Present required information in typewritten form
  - 2. Execute certification by signature of authorized officer
  - 3. Use data from approved *Schedule of Values*. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
  - 4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.
  - 5. Prepare Application for Final Payment as specified in Section 01700 entitled *Contract Closeout*.
  
- C. **Submittal Procedures:**
  - 1. Submit five (5) copies of each Application for Payment
  - 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*.
- F. **Types of Change Orders:**
1. **Stipulated Sum Change Order:** Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Professional.
  2. **Unit Price Change Order:** For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.

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

## **ALTERNATES**

### **SECTION 01030**

#### 1.01 **DESCRIPTION**

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

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

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

## **PROJECT COORDINATION**

### **SECTION 01041**

#### 1.01 **DESCRIPTION**

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

#### 1.02 **DUTIES OF PROJECT COORDINATOR**

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

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### **Division One**

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

1.03 **SUBCONTRACTOR'S DUTIES**

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

1.04 **OWNER-PURCHASED PRODUCTS**

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

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# CUTTING AND PATCHING

## SECTION 01045

### 1.01 GENERAL DESCRIPTION

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

### 1.02 MATERIALS/PRODUCTS

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

### 1.03 EXECUTION

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

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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 Bureau will schedule a pre-construction meeting as soon as possible after the award of Contract and the issuance of a *Notice to Proceed*.
1.    **Attendance:**
    - a.    Owner
    - b.    Professional and Consultants
    - c.    General Contractor
    - d.    Major Subcontractors, including mechanical and electrical
    - e.    Representatives of governmental, or other regulatory agencies
  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
  3.    **Utilities:** A written agreement must be reached on how all utilities will be furnished and the rates the Contractor will be charged. This agreement should be resolved at this meeting. Refer to Section 1500 entitled *Construction Facilities and Temporary Controls* of this Project Manual for additional utility requirements.
- C.    **Progress Meetings:**
1.    The Bureau will schedule regular meetings at the time of the pre-construction conference
  2.    Hold all meetings as progress of work dictates
  3.    **Attendance:**
    - a.    Owner
    - b.    Professional and Consultants
    - c.    General Contractor
    - d.    Subcontractors, as pertinent to the agenda
  4.    **Minimum Agenda:**
    - a.    Review, approve minutes of the previous meeting
    - b.    Review work progress since last meeting
    - c.    Note field inspections, problems and decisions
    - d.    Identify problems which impede planned progress
    - e.    Review off-site fabrication problems
    - f.    Revise construction schedule, as indicated
    - g.    Plan progress during the next work period
    - h.    Review proposed changes
    - i.    Complete other current business

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

## NETWORK ANALYSIS SCHEDULE

### SECTION 01311

#### 1.01 DESCRIPTION

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

#### 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.

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1.04      **FORMAT**

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

1.05      **SCHEDULES**

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

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1.06      **SUBMITTALS FOR REVIEW**

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

1.07      **REVIEW AND EVALUATION**

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

1.08      **UPDATING SCHEDULES**

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

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

1.09

#### **DISTRIBUTION**

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

## **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

### **SECTION 01340**

1.01

#### **DESCRIPTION**

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

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

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

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

I. **Professional's Duties:**

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

## **TESTING LABORATORY SERVICES**

### **SECTION 01410**

1.01 **DESCRIPTION**

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

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

## CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### SECTION 01500

#### 1.01 DESCRIPTION

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

#### 1.02 FACILITIES AND CONTROLS

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

- 
- F. **Fire Protection:** The Prime General Contractor shall provide general temporary fire protection. Subcontractors will be responsible for their own.
  - G. **Storage:** The Prime General Contractor shall coordinate the allocation of storage areas to the various Subcontractors.
  - H. **Temporary Heat:** The Prime General Contractor shall provide heat, fuel and services, as necessary, to protect all work from dampness and cold until final acceptance. If in the late stages of the construction, mechanical and electrical installations will permit, the mechanical and electrical facilities may be used to provide heat and ventilation. However, the Owner is saved harmless of any costs of operation or responsibility as to acceptance of mechanical and/or electrical installations.
  - I. **Utilities:** The Prime General Contractor shall make arrangements for and furnish all water, electricity (lighting and power) and other utilities necessary for construction purposes. A written agreement must be reached on how all utilities (water and electricity) will be furnished and the rates the Contractor will be charged. A copy of the final agreement signed by the Contractor and the Institution or Agency must be forwarded to the Owner. If the written agreement is not filed with the Owner, the Contractor and the Institution or Agency waives all rights as to the rates charged. The Owner will then determine all utility rates and assess the charges before final payment is rendered.
  - J. **Project Sign:**
    - 1. The Prime General Contractor shall erect on adequate supports and maintain one (1) neatly constructed and painted 3/4" thick plywood sign approximately four (4) feet by eight (8) feet. The Professional will provide colors, lettering, layout and location of the sign.
    - 2. No other signs shall be displayed on the job site without permission of the Professional. The display of sign advertisements is strictly prohibited.

## **SUBSTITUTIONS AND PRODUCT OPTIONS**

### **SECTION 01630**

#### 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, 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.
  - C. For product specified by naming one (1) or more products, but indicating the option of selecting equivalent products by stating "or equal" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.
  - D. For products specified by naming only one (1) product and Manufacturer, an equivalent product will always be accepted if it is equal in all respects. The Contractor must submit a request for substitution as set forth in this Section.
  - 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. Professional will not consider requests for substitutions during bidding.
- B. Within thirty (30) days after the Contract has been signed, the Professional will consider formal requests from the Contractor for substitution of products in place of those specified. Submit five (5) copies of the request for substitutions. Include in the request:
  - 1. Complete data substantiating compliance of proposed substitutions with Contract Documents.
  - 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 products on which product was used and date of installation.
  - 3. For construction methods:
    - a. Detailed description of proposed method.
    - b. Drawings illustrating methods.
  - 4. Itemized comparison of proposed substitutions with product or method specified.
  - 5. Data relating to changes in construction schedule.
  - 6. Accurate cost data on proposed substitution in comparison with product or method specified.
- C. 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 guarantee will be provided for substitutions as 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.
  - 4. All claims for additional costs related to substitution which consequently become apparent will be waived.
  - 5. Cost data is complete and includes all related costs under the Contract.
- D. 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.
  - 3. In the Professional's judgment, the product, or material, is not equal.

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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.*
  2. All guarantees and warranties shall be obtained in the Owner's name.

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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.

## 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.

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- B. **Final Cleaning:** Employ experienced workmen, or professional cleaners, for final cleaning. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finishes. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces. Broom clean paved surfaces; rake clean other surfaces of grounds. Replace air conditioning filters, if units were operated during construction. Clean ducts, blowers and coils if air conditioning units were operated without filters during construction. Maintain cleaning until Project, or respective portions thereof, is occupied by Owner.

## PROJECT RECORD DOCUMENTS

### SECTION 01720

#### 1.01 DESCRIPTION

- A. **Scope:** To set forth the procedure and requirements for keeping project record documents.
- B. **Maintenance Documents:**
1. Maintain one (1) copy of all of the following: Contract drawings, Project Manual, Addenda, Change Order(s), reviewed shop drawings, reviewed submittals, hardware schedules, filed and laboratory test records, equipment brochures, parts lists, operating instructions and other modifications to the Contract.
  2. Store documents 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 and the Owner.
- 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.

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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. \_\_\_\_\_
  - 3. \_\_\_\_\_

**1.02 PARTIAL OWNER OCCUPANCY**

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

**PART 2 - ALLOWANCE SUPPLEMENT**

**2.01 SCHEDULE OF ALLOWANCES**

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

3.01 **DESCRIPTION OF ALTERNATES**

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

# General

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Appendix 100

# **Project Requests**

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Appendix 200

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## APPENDIX 200: PROJECT REQUESTS

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STATE OF MISSISSIPPI  
HALEY BARBOUR, GOVERNOR

DEPARTMENT OF FINANCE AND ADMINISTRATION

KEVIN J. UPCHURCH  
EXECUTIVE DIRECTOR

MEMORANDUM

**TO:** State Institutions and Agencies (emailed)

**FROM:** Director  
Bureau of Building, Grounds and Real Property Management

**RE:** Project Request Database (previously Project Data Forms and Project Data Summary Forms prior to 2010) for Repair and Renovation, Capital Improvement, and Preplanning Needs

**DATE:** March 31, 2011

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This is a reminder! It is time to prepare the Report of immediate and future Repair and Renovation, Capital Improvement, and Preplanning needs for fiscal years 2013-2017. Deadline for submission is **May 1, 2011. It is imperative that this information be in our office no later than the due date in order to schedule any tour to your campus.**

Attached is a copy of the **Project Request Database** which will be used as the, only, basic source of information for the Project Data Form and Project Data Summary Form used in previous years. You will NOT be able to use the spreadsheet from last year (there is an additional column for new construction this year). The information submitted at this time will also be the basis for the **Facilities Needs Assessment (Project Impact)** submitted later in the year. The intent of this change is to minimize the duplication of effort and tasks previously required as we transition to a new electronic project management system.

Please note, the **Project Request Database** is to be used for Repair and Renovation or Capital Improvement (and Pre-planning, if necessary) needs. Instructions for completing this Form are also attached and are found on the Bureau of Building web site. The **Project Data Summary Form** will be generated automatically from the database within our Office. These Memos and forms can be found at the bottom of the page on our website:  
<http://www.dfa.state.ms.us/Offices/BOB/BOBforms.htm>.

Please submit one copy of the **Project Request Database** by email to Melody Coulson at [smith@dfa.state.ms.us](mailto:smith@dfa.state.ms.us). (This replaces previous submissions, in duplicate, by USPS) You will be contacted regarding the summer visits at a later date. If you have any questions, please contact the Bureau's Staff Architect or Construction Administrator assigned to your Institution/Agency or by email to [smith@dfa.state.ms.us](mailto:smith@dfa.state.ms.us).

**Project Impact and Inventory of Building:**

Upon receipt of this Project Request Database (entitled Project Data Forms and Project Data Summary Forms prior to 2010), we will immediately email the 2011 Impact Form and your 2010 Inventory of Building (Capital Facilities Report) for updating and completion – both of which are due July 15, 2011, giving us time for preparation before the deadlines per Code 31-11-27(1)(c) and (2)(xi)(b).

Thanks

/pgw

Attachments

BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT  
501 NORTH WEST STREET, SUITE 1401 B \$ JACKSON, MISSISSIPPI 39201 \$ TEL (601) 359-3621\$ FAX (601) 359-2470

# Instructions for Completing the Project Request Database

(previously Project Data Form prior to 2010)

Requests for *Repair and Renovation*, *Capital Improvement*, and *Preplanning* projects should be prepared in the same **Project Request Database**. Each institution and agency will submit one (1) electronic copy of the **Project Request Database** to the Bureau of Building, Grounds and Real Property Management.

## **Request Information:**

1. **Indicate Fiscal Year:** The fiscal years covered by the request are pre-selected and may not be changed. Up to 10 entries per fiscal year may be submitted (regardless of project type)
2. **Indicate Request Priority:** List the projects in “your” priority order per fiscal year. Normally, the first three (3) projects will be considered immediate needs and the remaining projects will be future needs.
3. **Project Title:** A brief title delineating the project.
4. **Project Type:** Classification of the project.
  - a. **Repair and Renovation:** (Normally, projects under \$2,000,000.00)  
Generally, repair and renovation either returns a building to its original condition, or updates it to meet current codes and standards. This is typically roof replacement, partition changes, mechanical repairs or changes, etc.
  - b. **Capital Improvements:** (Normally, projects over \$2,000,000.00)  
All new construction, major additions or complete renovation of an existing facility are considered capital improvements.
  - c. **Preplanning:** Projects for new construction over \$2,000,000.00 require preplanning.  
Generally, new projects require program preparation, schematic planning, site selection, and a creditable estimate. Only two percent (2%) of the estimated total funding is required for preplanning with anticipated funding for construction the next legislative session.
  - d. **Note:** The \$2,000,000.00 breaking point between Repair and Renovation and Capital Improvement is not always definite. Generally, it works because of the appropriation process. New buildings or additions are Capital Improvements. Judgment in this decision is necessary.
5. **Project Description:** Give a brief description of the project which includes square footage and intended use of facility. (The fields will automatically expand to accommodate all entered data. You are not restricted to a single line.)
6. **Project Justification:** Give a brief justification of the need for the project. (The fields will automatically expand to accommodate all entered data. You are not restricted to a single line.)
7. **Furniture & Equipment:** Give the best known budget for furniture and equipment needs associated with this project. Budgets for IT and communications equipment are broken out separately under Item 8 below and are not to be included in this column.
8. **Telecommunications:** Give the best budget for telecommunications equipment and furnishings associated with the project.
9. **Estimated Total Project Budget:** Give the best known budget information regarding construction costs, fees (prime and Commissioning), any miscellaneous, furniture and equipment, telecommunications, and contingency. The last column will total automatically.

**Information:** It is important that we have the information at the top of the page regarding Institution/Agency name, Preparer’s Name responsible for the data compilation, Phone, Fax, and E-mail.

**PROJECT DATA FORM - DATABASE REQUEST**

2012 For FY 2014  
Legislative Budget Office Report

INSTITUTION

PREPARED BY

PHONE

FAX

E-MAIL


FISCAL YEAR	REQUEST PRIORITY	INSTITUTION	ANTICIPATED PROJECT TITLE	TYPE PROJECT (R&R, CI, PP)	PROJECT DESCRIPTION	PROJECT JUSTIFICATION	NEW CONST.	CONST. COSTS	PRIME PROF FEES	Cx FEES	MISC	FURN & EQUIP	TELE-COM
2013	1								\$ -	\$ -			
2013	2								\$ -	\$ -			
2013	3								\$ -	\$ -			
2013	4								\$ -	\$ -			
2013	5								\$ -	\$ -			
2013	6								\$ -	\$ -			
2013	7								\$ -	\$ -			
2013	8								\$ -	\$ -			
2013	9								\$ -	\$ -			
2013	10								\$ -	\$ -			
2014	1								\$ -	\$ -			
2014	2								\$ -	\$ -			
2014	3								\$ -	\$ -			
2014	4								\$ -	\$ -			
2014	5								\$ -	\$ -			
2014	6								\$ -	\$ -			
2014	7								\$ -	\$ -			
2014	8								\$ -	\$ -			
2014	9								\$ -	\$ -			
2014	10								\$ -	\$ -			
2015	1								\$ -	\$ -			
2015	2								\$ -	\$ -			
2015	3								\$ -	\$ -			
2015	4								\$ -	\$ -			
2015	5								\$ -	\$ -			
2015	6								\$ -	\$ -			
2015	7								\$ -	\$ -			
2015	8								\$ -	\$ -			
2015	9								\$ -	\$ -			
2015	10								\$ -	\$ -			
2016	1								\$ -	\$ -			
2016	2								\$ -	\$ -			
2016	3								\$ -	\$ -			
2016	4								\$ -	\$ -			
2016	5								\$ -	\$ -			
2016	6								\$ -	\$ -			
2016	7								\$ -	\$ -			
2016	8								\$ -	\$ -			
2016	9								\$ -	\$ -			
2016	10								\$ -	\$ -			
2017	1								\$ -	\$ -			
2017	2								\$ -	\$ -			
2017	3								\$ -	\$ -			
2017	4								\$ -	\$ -			
2017	5								\$ -	\$ -			
2017	6								\$ -	\$ -			
2017	7								\$ -	\$ -			
2017	8								\$ -	\$ -			
2017	9								\$ -	\$ -			
2017	10								\$ -	\$ -			





STATE OF MISSISSIPPI  
HALEY BARBOUR, GOVERNOR

DEPARTMENT OF FINANCE AND ADMINISTRATION

Kevin J. Upchurch  
EXECUTIVE DIRECTOR

MEMORANDUM

TO: State Institutions and Agencies

FROM: Director  
Bureau of Building, Grounds and Real Property Management

RE: Project Impact Forms (LBO request)

DATE: March 31, 2011

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This is a reminder! It is getting close to time to prepare the Project Impact Form which is derived from your Project Request Database Form (entitled Project Data Forms prior to 2010), getting ready for LBO Reports and Budget Hearings. We will send you the editable Impact Form immediately once we receive your Project Request Database Spreadsheet.

Absolute deadline for submission is **July 15, 2011**.

Code 31-11-27 xi(b) requires deadline of August 1<sup>st</sup>; however, the Bureau has to compile the LBO Report from these forms and needs some time to do so (thanks). This date is imperative in order to assemble documents for the Budget Hearing.

Attached is a copy of the **Project Impact Form**. This form is also found in Excel on the Bureau's web site at <http://www.dfa.state.ms.us/Offices/BOB/BOBforms.htm> in an un-editable form. As mentioned above, we will send you the editable Impact Form immediately once we receive your Project Request Database Spreadsheet.

Submit the **Project Impact** data for the ten projects you included on the Project Request Database Form (or revise from the previous Project Request Database submittal) for each field requested, per fiscal year, and indicate the project type (R&R, CI, PP) for each project. Explanations for the Project Impact are listed below.

Fill in "N" through "U" below if you have not already done so from the Project Request Database form:

- N. Construction Cost = Total construction budget cost for the project to include facility construction and site work.
- O. Prime Professional Fees = Cost of Architectural or Engineering services.
- P. Cx Fees = Cost of Commissioning Fees if the project is to be commissioned.
- Q. Misc = Miscellaneous project fees (if any)
- R. Furn & Equip = Furniture and Equipment design, material and installation costs.
- S. Telecom = Telecommunications design, equipment and installation costs.
- T. Contingency = Project contingency if appropriate (5% recommended)
- U. Total Est Budget = Automatically calculated from items L-R.
- AC. Estimated Begin Date = The date you anticipate the project to start in the planning phase.
- AD. Estimated End Date = Start Date plus Planning and Construction time
- AE. C=Complete, P=Phased: If the request is the only legislative request that you will have for planning, construction, furnishing, equipping, and communication costs for the

project – then mark with a “C”. If you will have future requests for the same project or have received previous requests – then mark with a “P”. We welcome explanation if you have some that you believe would help us better understand the status of the request (“\*” and add explanations at bottom of form – you can insert lines)

AF-AH Agency Operating Impact: This may require input from the administration of the agency, in addition to the facilities personnel. e.g. if you are constructing a 50,000 s.f. building, you may be expanding a program and will require additional personnel to administer the program, or you may be relocating a program and may not be increasing the personnel for the agency.

O & M=Operation and Maintenance Cost: This would be estimated at about \$7.00 per square foot per year for most buildings. The first year may not be this high, but the life cycle cost will indicate about this amount for operation of the facility. The foregoing is true for Higher Education facilities. Mental Health and Correctional Facilities may require much higher figures.

The energy cost should run about \$3.00 per square foot per year.

AI-AK Financing: If an agency is getting the entire project financed by Legislative appropriation, then list the amount of the appropriation in dollars. However, we can convert % to \$ if we know the total project costs. If you have Federal, local, or private funding, please list this amount. If the private or federal funding requires a match or is to be used only for specific items, we also need that information.

AL-AM Annual Debt Service and Economic Impact: The debt service will be calculated by using 8% of the state funding amount. The economic impact indicates that by construction of the facility, there will be an economic benefit to the State of Mississippi. e.g. the agency may receive federal funds for grants because of the addition of the facility; the agency may be creating a program that will bring in Department of Defense funding, Department of Energy funding, or may allow for any type of federal or private funding that is not currently being provided to the state and will be provided because of the construction of the referenced facility.

All requests submitted will be used as the basis for the Bureau’s annual report to the Legislative Budget Office.

Please submit the Project Impact Spreadsheet by email to [SMITH@dfa.state.ms.us](mailto:SMITH@dfa.state.ms.us)

/pgw

Attachment





**-- SAMPLE --**

**Declaration of Emergency**

I, Dr. John Q. Statesman, Director of the Department of Public Works, do hereby make the following findings and determinations pursuant to authority provided in Section 31-7-13(j), **Mississippi Code 1972, Annotated**:

- (a) That, there is an emergency at the Public Works Building, 9999 South Smith Street, Jackson, Mississippi, which involves three chillers installed to produce air conditioning and heating for the entire building. Due to recent mechanical failures of two (2) obsolete chillers, we now have only one (1) functioning chiller to provide heat during the remaining winter months, and it may fail at any time.
- (b) That, Mr. John Smith, Physical Plant Director, has made a determination that the chillers at the Public Works Building, are an emergency situation.
- (c) That, delay incident to giving opportunity for competitive bidding would be detrimental to the best interest of the state.
- (d) Further, that plans for emergency repairs have been prepared and should be used to obtain written quotes.

By means of this Emergency Certificate, we request the Bureau of Building, Grounds and Real Property Management to take the necessary steps for immediate repairs to the chillers at the Public Works Building.

\_\_\_\_\_  
Dr. John Q. Statesman, Director  
Department of Public Works

Sworn to and subscribed before me this the  
30th day of December, 2001.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**-- SAMPLE --**

**Declaration of Emergency Certificate**

I, \_\_\_\_\_, Executive Director of the Department of Finance and Administration, do hereby make the following findings and declarations pursuant to authority provided in Sections 31-7-1(f) and 31-7-13 (j), *Mississippi Code of 1972*:

- (1) An emergency exists in regard to three chillers installed to produce air conditioning and heating for the entire Public Works Building.
- (2) The delay incident to giving opportunity for competitive bidding would be detrimental to the interests of the State. This finding is based on Declaration of Emergency, dated December 30, 2001, by Dr. John Q. Statesman, Director of the Department of Public Works.
- (3) As per Section 31-7-1(f), *Mississippi Code of 1972*, *Emergency shall mean . . . when the immediate preservation of order or of public health is necessary by reason of unforeseen emergency, or when the immediate restoration of a condition of usefulness of any public building . . . appears advisable. . .*  
*Also Any circumstances caused by . . . storm . . . or*
- (4) Four (4) informal written quotes (or bids) were received, as follows:
  - (a) \$0,000.00 - Contractor's name
  - (b) \$0,000.00 - Contractor's name
  - (c) \$0,000.00 - Contractor's name
  - (d) \$0,000.00 - Contractor's name
- (5) The repairs to the chillers are being processed under GS# 000-000 entitled "Emergency Chillers."
- (6) An emergency has been declared to exist and authorization has been given to enter into a contract with So and So Contractor, Inc., to provide the necessary repairs and the State of Mississippi will pay the total cost of \$0,000.00 plus professional fees.

\_\_\_\_\_  
DFA Executive Director

Date: \_\_\_\_\_

Sworn to and subscribed before me on this the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Letterhead

**-- SAMPLE --**

To: Institutions/Agencies/Departments

From: Director of Accounting & Finance  
Office of Budget and Accounting

Re: Transfer of Funds for Repair/Renovation  
and Capital Projects

Date: March 7, 1995

In order for funds to be properly transferred and deposited by the Bureau of Building, Grounds and Real Property Management, a **Notification to Transfer Funds** form must be submitted along with your check. This form may be obtained from Bureau of Building Staff.

The purpose of this form is to provide additional information for DFA Accounting Office to better track the original authorization of these funds. These funds may need to be reappropriated to either the Department of Finance and Administration or the Using Agency at the end of each Fiscal Year.

If you have any questions, please call me at 359-3626.



# **Project Initiation**

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Appendix 300

# **Codes and Policies**

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Appendix 400

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# CONTENTS

## APPENDIX 400: CODES AND POLICIES

<b>Section</b>	<b>Description .....</b>	<b>Page</b>
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# ROOF ANALYSIS Inspection Form

Project #	Date:
Project Name:	
Using Agency:	
Contact Person:	
Title:	Phone #:
Professional:	Phone #:
Report Prepared By:	

**BASIC DATA REQUIREMENTS:** *(To be included in survey)*

**Coring** is required to determine any latent conditions.

**Photographs** are required of the entire roof as well as items of extreme deterioration.

**ACM Testing** is required to locate any Asbestos Containing Materials (ACM) which may be disturbed by this roofing project. Laboratory reports shall be included.

**Moisture Testing** is required on overlay projects that do not require complete tear-off of existing roofing or where deemed necessary by the Professional. Testing costs authorized by the Owner shall be reimbursed. Laboratory reports shall be included.

**Schematic Roof Plans** are required showing individual area numbers; different roof levels and slopes; type of roofing and decking; interior roof drains, gutters and downspouts; edge conditions, fasciae and parapet walls; hatches and roof top equipment as well as any other pertinent information. Show by numbers the locations of major roof defects. Provide sketches of the existing perimeter and flashing conditions. Separate visual analysis sheets may be provided for individual areas of the roof.

**Cost Estimate** is required in order to provide over-all project cost.

**CHECKLIST FOR VISUAL OBSERVATION:**

<input type="checkbox"/> Alligatoring	<input type="checkbox"/> Cants	<input type="checkbox"/> Abandoned Equipment
<input type="checkbox"/> Blisters	<input type="checkbox"/> Coping	<input type="checkbox"/> Curb Heights
<input type="checkbox"/> Bare Areas	<input type="checkbox"/> Counterflashing	<input type="checkbox"/> Chemical Exposure
<input type="checkbox"/> Eroded Felts	<input type="checkbox"/> Downspouts	<input type="checkbox"/> Electrical Conduit
<input type="checkbox"/> Delamination	<input type="checkbox"/> Expansion Joints	<input type="checkbox"/> Electrical Service Entry
<input type="checkbox"/> Fishmouths	<input type="checkbox"/> Facia	<input type="checkbox"/> Equipment Clearance
<input type="checkbox"/> Fractures	<input type="checkbox"/> Gravel Guards	<input type="checkbox"/> Fireproofing
<input type="checkbox"/> Ridging	<input type="checkbox"/> Pitch Pockets	<input type="checkbox"/> Guide Wire Anchors
<input type="checkbox"/> Slippage	<input type="checkbox"/> Roof Drains	<input type="checkbox"/> Parapet Height
<input type="checkbox"/> Gas Lines	<input type="checkbox"/> Scuppers	<input type="checkbox"/> Thru Wall Flashing Height

# VISUAL ROOF ANALYSIS INSPECTION FORM

## Individual Area

**BASIC DATA:**

**Project #**

**Building #**

Name:	Area #:	Of:
Slope:	Sq. Ft.:	Age:
<b>Roof Type(s):</b> ( ) Shingle	Material:	
( ) Built-Up	Coal Tar: Felt Type: Surfacing:	Asphalt: No. Piles:
( ) Single Ply	Material: Attachment:	
( ) Metal	Material: Attachment:	
( ) Other	Material: Attachment:	
<b>Insulation(s):</b> Type: Attachment:		Thickness: Condition:
<b>Vapor Barrier(s):</b> Type: Attachment:		Condition:
<b>Decking(s):</b> Material:		Thickness: Condition:
<b>Other:</b>		

**SUPPLEMENTAL INFORMATION:**

**Core Number:**

**Photo Number:**

( ) Yes	( ) No	<b>ACM Report</b> Components:	Estimated Area:
( ) Yes	( ) No	<b>Moisture Report</b> Wet Components: Test Method	Estimated Area:
( ) Yes	( ) No	<b>Roof Bond</b> Manufacturer	Expiration Date: Type:
( ) Yes	( ) No	<b>Fire Rating</b> Requirements:	
( ) Yes	( ) No	<b>Other</b>	

# VISUAL ROOF ANALYSIS INSPECTION FORM

## Individual Area

Project #	Building:	Area #:
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**DEFICIENCIES:**

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Leaks</b>	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Ponding</b>	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Defects:</b> 1. Defect: _____ Component: _____ Possible Cause: _____ 2. Defect: _____ Component: _____ Possible Cause: _____ 3. Defect: _____ Component: _____ Possible Cause: _____ 4. Defect: _____ Component: _____ Possible Cause: _____ 5. Defect: _____ Component: _____ Possible Cause: _____	

**COMMENTS:**

(X)	<b>RECOMMENDATIONS FOR THIS AREA:</b>
	Complete removal and replacement Type: _____
	Provide Slope
	Recover (Overlay existing) Type: _____
	No action Continue Maintenance: Bond Repairs:
	Other

**COST ESTIMATE OF THIS AREA:**

Cost per Square           \$

Number of Squares       x

Total Cost               \$

Provide total cost recap, including all areas with survey.

# ROOFING DATA SHEET

## Historical Data

**Date:**

<b>Project #</b>	<b>Building #:</b>	<b>Area #:</b>
<b>Building Name &amp; Usage:</b>		
<b>Using Agency:</b>		
<b>Professional:</b>		
<b>General Contractor:</b>		
<b>Roofing Contractor:</b>		
<b>Roof Contract Amount: \$</b>		

**WORK:**

New Roof: ( ) Y ( ) N	Reroof: ( ) Y ( ) N	Patching: ( ) Y ( ) N	Other:
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**ROOF TYPE:**

Manufacturer:	Trade Name:	
<b>Built-up Bitumen:</b> ( ) Asphalt ( ) Coaltar ( ) Other: Plys: _____ Felt Type: _____ Surfacing:		
<b>Modified Bitumen:</b> ( ) Hot-mopped ( ) Torched Plys:		
<b>Single-ply:</b> ( ) Loose-layed ( ) Adhered ( ) Mechanically Attached		
Roof Deck Type: ( ) Wood ( ) Metal ( ) Concrete ( ) Cementious ( ) Other:		
Insulation Type:	Thickness:	Tapered: ( ) Y ( ) N
Flashing Materials:		

**GUARANTEES:**

Roof Contractor's Guarantee (Number of Years):	
Roofing Manufacturer's Guarantee (Number of Years):	
Bonding Company's Guarantee (if different from Manufacturer):	
Manufacturer's Guarantee (Number of Years): Beginning Date: Renewal Option: ( ) Y ( ) N	Guarantee Title & Number: Expiration Date: Renewal Period:
Area (Squares):	Limits (if any): \$ _____ per square
Whole Building: ( ) Y ( ) N	Flashing on Guarantee: ( ) Y ( ) N

If only part of the building is under guarantee, describe that part:

# M54

Architect-Engineer and  
Related Services Questionnaire

*Bureau of Building, Grounds and  
Real Property Management*

1. Firm Name/Business Address

**Firm Name as listed with Secretary of State**

**Mailing Address**

**City**

Email Address for Contact Person (i.e. manual updates) \_\_\_\_\_

2. Year Present Firm Est.:

3. Date Prepared:

4. Specify type of ownership and check below if applicable:  
 A. Sole Proprietorship  
 B. Partnership  
 C. Corporation (includes PA or PLLC)  
 D. MBE Yes \_\_\_\_\_ No \_\_\_\_\_

5a. 5 digits (vendor number NOT necessary)

5b. If Item 4C is checked, complete the following: Corporation is organized and exists under the laws of the State of ENTER STATE and has its principal place of business at ENTER CITY, ENTER COUNTY, ENTER STATE  
(City) (County) (State)

6. Names of all Principals (if Engineer, give discipline): Title/Telephone/MS License Number(s) **Cell phone numbers and emails are helpful**  
Principal 1 / Title Telephone/Cell/email / MS License #  
Principal 2 / Title Telephone/Cell/email / MS License #  
Principal 3 / Title Telephone/Cell/email / MS License #  
Principal 4 / Title Telephone/Cell/email / MS License #  
Principal 5 / Title Telephone/Cell/email / MS License #  
Principal 6 / Title Telephone/Cell/email / MS License #  
Principal 7 / Title Telephone/Cell/email / MS License #

7. Present Offices: City/State/Telephone/Fax Number/No. Personnel Each Office  
City / State / Telephone / Fax Number / Pers  
City / State / Telephone / Fax Number / Pers  
City / State / Telephone / Fax Number / Pers  
City / State / Telephone / Fax Number / Pers

City / State / Telephone / Fax Number / Pers  
City / State / Telephone / Fax Number / Pers  
City / State / Telephone / Fax Number / Pers

7a. Total Personnel  
Total

8. Personnel by Discipline: (List each person only once, by primary function.)  
\_\_\_ Administrative  
\_\_\_ Architects, Registered  
\_\_\_ Chemical Engineers  
\_\_\_ Civil Engineers  
\_\_\_ Construction Inspectors  
\_\_\_ Draftsmen  
\_\_\_ Ecologist  
\_\_\_ Economists  
\_\_\_ Electrical Engineers  
\_\_\_ Estimators  
\_\_\_ Geologists  
\_\_\_ Hydrologists  
\_\_\_ Interior Designers  
\_\_\_ Landscape Architects  
\_\_\_ Mechanical Engineers  
\_\_\_ Mining Engineers

\_\_\_ Oceanographers  
\_\_\_ Planners: Urban/Regional  
\_\_\_ Sanitary Engineers  
\_\_\_ Soils Engineers  
\_\_\_ Specification Writers  
\_\_\_ Structural Engineers  
\_\_\_ Surveyors  
\_\_\_ Transportation Engineers

\_\_\_ Architects, Intern  
\_\_\_ Other  
\_\_\_ Other  
\_\_\_ Other  
\_\_\_ Other  
\_\_\_ Other  
\_\_\_ Other

9. Summary of Professional Services Fee Received: (Insert index number)

Last 5 Years  
(Most recent year first)

Direct contract work  
All other domestic work  
All other foreign work

Ranges of Professional Services Fees Index  
1. Less than \$100,000  
2. \$100,000 to \$250,000  
3. \$250,000 to \$500,000  
4. \$500,000 to \$1 million  
5. \$1 million to \$2 million  
6. \$2 million to \$5 million  
7. \$5 million to \$10 million  
8. \$10 million or greater

10. Profile of Firm's Project Experience, Last 5 years:

	Profile Code	Number of Projects	Total Gross Fees (in Thousands)	Profile Code	Number of Projects	Total Gross Fees (in Thousands)	Profile Code	Number of Projects	Total Gross Fees (in Thousands)
1)	000		\$0	11)	000	\$0	21)	000	\$0
2)	000		\$0	12)	000	\$0	22)	000	\$0
3)	000		\$0	13)	000	\$0	23)	000	\$0
4)	000		\$0	14)	000	\$0	24)	000	\$0
5)	000		\$0	15)	000	\$0	25)	000	\$0
6)	000		\$0	16)	000	\$0	26)	000	\$0
7)	000		\$0	17)	000	\$0	27)	000	\$0
8)	000		\$0	18)	000	\$0	28)	000	\$0
9)	000		\$0	19)	000	\$0	29)	000	\$0
10)	000		\$0	20)	000	\$0	30)	000	\$0

11. Project Examples, Last 5 years:

(Prime, Consultant, Joint Venture, Individual Experience for firms less than 5 years old)						Cost of Work (in Thousands)	Completion Date (Actual or Estimated)
Profile Code	"P", "C", "JV", "IE"	Project Name and Location	Owner Name and Address				
1)	000	Select	Project Name Project Location	Owner Name Owner Address		\$0	01/01/2001
2)	000	Select	Project Name Project Location	Owner Name Owner Address		\$0	01/01/2001
3)	000	Select	Project Name Project Location	Owner Name Owner Address		\$0	01/01/2001
4)	000	Select	Project Name Project Location	Owner Name Owner Address		\$0	01/01/2001
5)	000	Select	Project Name Project Location	Owner Name Owner Address		\$0	01/01/2001
6)	000	Select	Project Name Project Location	Owner Name Owner Address		\$0	01/01/2001
7)	000	Select	Project Name Project Location	Owner Name Owner Address		\$0	01/01/2001
8)	000	Select	Project Name Project Location	Owner Name Owner Address		\$0	01/01/2001
9)	000	Select	Project Name Project Location	Owner Name Owner Address		\$0	01/01/2001
10)	000	Select	Project Name Project Location	Owner Name Owner Address		\$0	01/01/2001

11)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
12)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
13)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
14)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
15)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
16)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
17)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
18)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
19)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
20)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
21)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
22)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
23)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
24)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
25)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
26)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
27)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001
28)	000	Select	Project Name Project Location	Owner Name Owner Address	\$0	01/01/2001

29)	000	Select	Project Name	Owner Name	\$0	01/01/2001
			Project Location	Owner Address		

12. I hereby certify that the foregoing is a true and correct statement of facts.

Signature \_\_\_\_\_ Name & Title: Name / Title

Experience Profile Code Numbers  
for use with questions 10 and 11:

001 Acoustics; Noise Abatement  
002 Aerial Photography  
003 Agricultural Development, Grain Storage  
Farm Mechanization  
004 Air Pollution Control  
005 Airports; Navairds; Airport Lighting; Aircraft Fueling  
006 Airports; Terminals & Hangars; Freight Handling  
007 Arctic Facilities  
008 Auditoriums & Theaters  
009 Automation; Controls; Instrumentation  
  
010 Barracks; Dormitories  
011 Bridges  
  
012 Cemeteries (*Planning & Relocation*)  
013 Chemical Processing & Storage  
014 Churches; Chapels  
015 Codes; Standards; Ordinances  
016 Cold Storage; Refrigeration; Fast Freeze  
017 Commercial Buildings (*low rise*); Shopping Centers  
018 Communications Systems; TV; Microwave  
019 Computer Facilities; Computer Service  
020 Conservation & Resource Management  
021 Construction Management  
022 Corrosion Control; Cathodic Protection; Electrolysis  
023 Cost Estimating  
  
024 Dams (*Concrete; Arch*)  
025 Dams (*Earth; Rock*); Dikes; Levees  
026 Desalinization (*Process & Facilities*)  
027 Dining Halls; Clubs; Restaurants  
  
028 Ecological & Archeological Investigations  
029 Educational Facilities; Classrooms  
030 Electronics  
031 Elevators; Escalators; People-Movers  
032 Energy Conversation; New Energy Sources  
033 Environmental Impact Studies, Assessments or  
Statements  
  
034 Fallout Shelters; Blast-Resistant Design  
035 Field Houses; Gyms; Stadiums  
036 Fire Protection  
037 Fisheries; Fish Ladders  
038 Forestry & Forest Products  
  
039 Garages; Vehicle Maintenance Facilities; Parking  
Decks  
040 Gas Systems (*Propane; Natural, Etc.*)  
041 Graphic Design  
042 Harbors; Jetties; Piers; Ship Terminal Facilities  
043 Heating; Ventilating; Air Conditioning  
044 Health Systems Planning

045 Highrise; Air-Rights-Type Building  
046 Highways; Streets; Airfield Paving; Parking Lots  
047 Historical Preservation  
048 Hospital & Medical Facilities  
049 Hotels; Motels  
050 Housing (*Residential, Multi-Family; Apartments;  
Condominiums*)  
051 Hydraulics & Pneumatics  
  
052 Industrial Buildings; Manufacturing Plants  
053 Industrial Processes; Quality Control  
054 Industrial Waste Treatment  
055 Interior Design; Space Planning  
056 Irrigation; Drainage  
  
057 Judicial & Courtroom Facilities  
  
058 Laboratories; Medical Research Facilities  
059 Landscape Architecture  
060 Libraries; Museums; Galleries  
061 Lighting (*Interiors; Display; Theater, Etc.*)  
062 Lighting (*Exteriors, Streets: Memorials; Athletic  
Fields, Etc.*)  
  
063 Materials Handling Systems; Conveyors; Sorters  
064 Metallurgy  
065 Microclimatology; Tropical Engineering  
066 Military Design Standards  
067 Mining & Mineralogy  
068 Missile Facilities (*Silos; Fuels: Transport*)  
069 Modular Systems Design; Pre-Fabricated Structures  
or Components  
  
070 Naval Architecture; Off-Shore Platforms  
071 Nuclear Facilities; Nuclear Shielding  
  
072 Office Buildings; Industrial Parks  
073 Oceanographic Engineering  
074 Ordnance; Munitions; Special Weapons  
  
075 Petroleum Exploration; Refining  
076 Petroleum & Fuel (*Storage & Distribution*)  
077 Pipelines (*Cross-Country-Liquid & Gas*)  
078 Planning (*Community, Regional, Area wide & State*)  
079 Planning (*Site, Installations, & Project*)  
080 Plumbing & Piping Design  
081 Pneumatic Structures; Air-Support Buildings  
082 Postal Facilities  
083 Power Generation, Transmission, Distribution  
084 Prisons & Correctional Facilities  
085 Product, Machine & Equipment Design  
086 Radar; Sonar; Radio & Radar Telescopes  
087 Railroad; Rapid Transit  
088 Recreation Facilities (*Parks, Marinas, Etc.*)  
089 Rehabilitation (*Buildings; Structures; Facilities*)  
090 Resource Recovery, Recycling

091 Radio Frequency Systems & Shieldings  
092 Rivers; Canals; Waterways; Flood Control  
  
093 Safety Engineering; Accident Studies; OSHA Studies  
094 Security Systems; Intruder & Smoke Detection  
095 Seismic Designs & Studies  
096 Sewage Collection, Treatment & Disposal  
097 Soils & Geologic Studies; Foundations  
098 Solar Energy Utilization  
099 Solid Wastes; Incineration; Land Fill  
100 Special Environments; Clean Rooms, Etc.  
101 Structural Design; Special Structures  
102 Surveying; Platting; Mapping; Flood Plain Studies  
103 Swimming Pools  
104 Storm Water Handling & Facilities  
  
105 Telephone Systems (*Rural; Mobile; Intercom, Etc.*)  
106 Testing & Inspection Services  
107 Traffic & Transportation Engineering  
108 Towers (*Self-Supporting & Guyed Systems*)  
109 Tunnels & Subways  
  
110 Urban Renewals; Community Development  
111 Utilities (*Gas & Steam*)  
  
112 Value Analysis; Life-Cycle Costing  
  
113 Warehouses & Depots  
114 Water Resources; Hydrology; Ground Water  
115 Water Supply, Treatment & Distribution  
116 Wind Tunnels; Research/Testing Facilities Design  
  
117 Zoning; Land Use Studies

Revised (no vendor #; fax; email, etc.)  
(see changes to Manual)

<p><b>M55</b>  Architect-Engineer Related  Services for Specific  Project Questionnaire</p> <p>Bureau of Building, Grounds and Real  Property Management</p>	1. Project Name/Location for which Firm is Filing:	2a.	2b. Project Identification Number, if any:
3. Firm (or Joint Venture) Name & Address:		3a. Name, Title & Telephone Number of Principal to Contract:	
		3b. Address of office to perform work, if different from Item 3:	
4. Personnel by Discipline: <i>(List each person only once, by primary function.)</i>			
<input type="checkbox"/> Administrative <input type="checkbox"/> Architects, Registered <input type="checkbox"/> Chemical Engineers <input type="checkbox"/> Civil Engineers <input type="checkbox"/> Construction Inspectors <input type="checkbox"/> Draftsmen <input type="checkbox"/> Ecologist <input type="checkbox"/> Economists	<input type="checkbox"/> Electrical Engineers <input type="checkbox"/> Estimators <input type="checkbox"/> Geologists <input type="checkbox"/> Hydrologists <input type="checkbox"/> Interior Designers <input type="checkbox"/> Landscape Architects <input type="checkbox"/> Mechanical Engineers <input type="checkbox"/> Mining Engineers	<input type="checkbox"/> Oceanographers <input type="checkbox"/> Planners: Urban/Regional <input type="checkbox"/> Sanitary Engineers <input type="checkbox"/> Soils Engineers <input type="checkbox"/> Specification Writers <input type="checkbox"/> Structural Engineers <input type="checkbox"/> Surveyors <input type="checkbox"/> Transportation Engineers	<input type="checkbox"/> Architects, Intern <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Total Personnel
5. If submittal is by JOINT-VENTURE list participating firms and outline specific areas of responsibility <i>(including administrative, technical and financial)</i> for each firm: <i>(Attach M54 for each)</i>			
<u>Firm</u>	<u>Area</u>	<u>Firm</u>	<u>Area</u>

5a. Has this JOINT-VENTURE previously worked together? (      )Yes (      )No

6. List outside key Consultants/Associates anticipated for this Project. (*Attach M54 for Consultants/Associates listed*)

Name & Address	Specialty	Is this an Additional Fee? How much?
1)		\$
2)		\$
3)		\$
4)		\$
5)		\$
6)		\$
7)		\$
8)		\$









10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your Firm's qualifications for the proposed project. For any project listed in Blocks 8 or 9, list consultants who required additional fees and services performed.

11. Please provide the following information below. *(Using Block 10, if necessary)*

- a. Errors and omissions insurance coverage limits.
- b. Do you see a need for special consultants on this Project? If so, who do you recommend and what will be the scope of the service?
- c. How many other jobs per design professional are currently under contract by your Firm?
- d. Have you ever been offered a state job and declined to enter into a contract?

12. Provide a written proposal for this Project detailing objectives, outcomes, complete scope of work and deadlines. Such proposal may, at the discretion of the Department of Finance and Administration, become part of the professional contract. *(Can be included as appendix if required.)*

13. Include a firm brochure.

14. I hereby certify that the foregoing is a true and correct statement of facts.

Signature

Name & Title

Date: mm/dd/yyyy

# PROFESSIONAL EVALUATION

## Planning Phase

Project #	Average of 3 Appraisals:
Project Title:	
Institution/Agency/Department:	
Professional:	
Address:	

**CHECK THE APPROPRIATE BOX:** N/A - Not Applicable; 1 - Below Standard; 2 - Standard; 3 - Above Standard

N/A	1	2	3	Standards	Comments
				1. Facilitates Program Phase.	
				2. Evaluation of existing site and building conditions.	
				3. Project satisfies regulatory agencies.	
				4. Design is appropriate and meets program objectives.	
				5. Completeness and accuracy of Schematic and Design Development phases.	
				6. Completeness and accuracy of Contract Documents.	
				7. Designer's management of Consultant's performance.	
				8. Timely adherence to Schedule.	
				9. Accuracy of Construction Cost Estimate.	
				10. Working relationship with Using Agency.	
				11. Other:	

**Total Score:** \_\_\_\_\_

Using Agency     Bureau Staff     Bureau Director

Evaluator's Name:	
Evaluator's Signature:	Date:

**Remarks:** \_\_\_\_\_

# PROFESSIONAL EVALUATION

## Construction Phase

Project #	Average of 3 Appraisals:
Project Title:	
Institution/Agency/Department:	
Professional:	
Address:	

**CHECK THE APPROPRIATE BOX:** N/A - Not Applicable; 1 - Below Standard; 2 - Standard; 3 - Above Standard

N/A	1	2	3	Standards	Comments
				1. Project Administration, Leadership and making sound, timely recommendations.	
				2. Observes construction at critical times and regularly attends progress meetings.	
				3. Designer's Management of Consultant's performance	
				4. Completeness and accuracy of Contract Documents - Change Orders not excessive.	
				5. Completeness, timeliness and accuracy of administrative documentation.	
				6. Working relationship with Contractor.	
				7. Working relationship with State Agencies and regulatory officials.	
				8. Management of Substantial Completion phase.	
				9. Final Inspection and Construction Closeout.	
				10. Designer Project Closeout.	
				11. Other:	

**Total Score:** \_\_\_\_\_

Using Agency       Bureau Staff       Bureau Director

Evaluator's Name:	
Evaluator's Signature:	Date:

**Remarks:** \_\_\_\_\_

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19 – 20  
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Intentionally**

## **STANDARD REIMBURSEMENT FORM**

Please refer to Appendix Section 600 Professional's Application for Payment form.

This Standard Reimbursement Form in this Appendix Section 400.7 was discontinued some time ago and removed from the web on 7/8/02.



# PROFESSIONAL CONTRACT REVIEW FORM

(Code 31-11-3.7)

OWNER:

\_\_\_\_\_

(Name of Institution/Agency/Department)

\_\_\_\_\_

(Address/City/State/Zip Code)

\_\_\_\_\_

(Telephone Number/Fax Number)

\_\_\_\_\_

(Contact Person/Title)

PROFESSIONAL:

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address/City/State/Zip Code)

\_\_\_\_\_

(Telephone Number/Fax Number)

\_\_\_\_\_

(Contact Person/Title)

PROJECT:

\_\_\_\_\_

(Project Title)

\_\_\_\_\_

(Address and/or Location)

TYPE SERVICE:     Architect     Engineer     Other     Furniture & Equipment

Note:  
Select only  
one from each  
category

CONTRACT FORM:     AIA     BOB     Other

FEE BASIS:     Lump Sum    (Amount: \$ \_\_\_\_\_ )  
 Percentage of Construction    (Percentage: % \_\_\_\_\_ )  
 Hourly    (Amount: \$ \_\_\_\_\_ )

ADDITIONAL  
SERVICES:

Type: \_\_\_\_\_

Fee: \$ \_\_\_\_\_

Type: \_\_\_\_\_

Fee: \$ \_\_\_\_\_

ESTIMATED

PROJECT BUDGET:    Estimated Construction    \$ \_\_\_\_\_

                                 Estimated Fee    \$ \_\_\_\_\_

                                 Estimated Furniture & Equipment    \$ \_\_\_\_\_

                                 Estimated Other    \$ \_\_\_\_\_

                                 Estimated Contingency    \$ \_\_\_\_\_

                                 Estimated Project Budget Total    \$ \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

===== Bureau of Building, Grounds and Real Property Management =====

Approved without change	Approved By: _____	Date: _____
Approved with conditions noted	Approved By: _____	Date: _____
Resubmit	Disapproved By: _____	Date: _____

# **Preplanning Procedures**

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Appendix 500

# **Planning Procedures**

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Appendix 600

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# CONTENTS

## APPENDIX 600: PLANNING PROCEDURES

Section	Description	Page
	Professional Application for Payment Form for all Submissions .....	1
600.16	Project Budget Estimate Worksheet .....	2
600.47	Bid Tabulation Form for Certification .....	3

# PROFESSIONAL'S APPLICATION FOR PAYMENT

“✓” if this is a duplicate request for payment

To (Owner): Bureau of Building, Grounds and Real Property Management 501 North West Street, Suite 1401B Woolfolk Building Jackson, Mississippi 39201	GS#: _____ Title: _____ I/A: _____	Application No.: _____
---	--	------------------------

From (Professional):	Architect's Project No.: _____  Contractor's Name: _____  Contract Amount: _____	Date: _____
----------------------	--	-------------

DESIGN PHASE:	CONSTRUCTION PHASE:																																																																
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%; text-align: center;">CxA</td> <td style="width:10%; text-align: center;">CxB</td> <td style="width:10%; text-align: center;">CxC</td> <td style="width:10%; text-align: center;">CxD</td> <td style="width:10%; text-align: center;">CxE</td> <td style="width:10%; text-align: center;">CxF</td> <td style="width:10%;"></td> </tr> <tr> <td>Fee Schedule:</td> <td style="text-align: center;">A</td> <td style="text-align: center;">A+</td> <td style="text-align: center;">B</td> <td style="text-align: center;">B+</td> <td style="text-align: center;">C</td> <td style="text-align: center;">C+</td> <td style="text-align: center;">D</td> <td style="text-align: center;">D+</td> <td style="text-align: center;">E</td> <td style="text-align: center;">E+</td> <td style="text-align: center;">Roof</td> <td style="text-align: center;">Special</td> </tr> </table>		CxA	CxB	CxC	CxD	CxE	CxF		Fee Schedule:	A	A+	B	B+	C	C+	D	D+	E	E+	Roof	Special	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">TOTAL FEE</td> <td style="width:30%; text-align: right;">\$ _____</td> </tr> <tr> <td style="padding-left: 20px;">(Less Previous Payments - Planning)</td> <td style="text-align: right;">( _____ )</td> </tr> <tr> <td>SUB-TOTAL DUE FOR CONSTRUCTION</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="padding-left: 20px;">Plus fees awarded for Change Orders</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>TOTAL DUE DURING CONSTRUCTION</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="padding-left: 20px;">Multiplied by % of Completed Construction</td> <td style="text-align: right;">X _____</td> </tr> <tr> <td style="padding-left: 20px;">(Less Previous Payments – Construction)</td> <td style="text-align: right;">( _____ )</td> </tr> <tr> <td>CURRENT PAYMENT DUE</td> <td style="text-align: right;">\$ _____</td> </tr> </table>	TOTAL FEE	\$ _____	(Less Previous Payments - Planning)	( _____ )	SUB-TOTAL DUE FOR CONSTRUCTION	\$ _____	Plus fees awarded for Change Orders	_____	TOTAL DUE DURING CONSTRUCTION	\$ _____	Multiplied by % of Completed Construction	X _____	(Less Previous Payments – Construction)	( _____ )	CURRENT PAYMENT DUE	\$ _____																											
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<b>REIMBURSEMENTS:</b> (Attach Consultant's invoice and report)	<b>ADDITIONAL SERVICES:</b>																																																																			
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Rendering/Model	( _____ )	\$ _____																																																																		
Other	( _____ )	\$ _____																																																																		

I certify that the work covered by this invoice is complete, for the percentage indicated, in accordance with the contract, procedure manual, or proposal requirements; and, I now request payment. I certify that this is not a duplicate request for payment unless so marked above.

Signature: \_\_\_\_\_ Name/Title: \_\_\_\_\_

**Attention:** (1) Submit a separate application and invoice for each type request (i.e.: fees, reimbursement, additional services); (2) Submit an original and three (3) copies of this form and any backup; (3) Only complete the necessary portion for which you are requesting payment (i.e.: if you are requesting reimbursement for printing costs - complete that section only)

**PROJECT BUDGET ESTIMATES**

*Bureau of Building, Grounds and Real Property Management*

---

Project # \_\_\_\_\_

Project Title: \_\_\_\_\_

Institution/Agency: \_\_\_\_\_

Project Professional: \_\_\_\_\_

---

Construction \$ \_\_\_\_\_

Site & Utilities \$ \_\_\_\_\_

Fees:

Program \$ \_\_\_\_\_

Basic Services \$ \_\_\_\_\_

Sub Total \$ \_\_\_\_\_

Miscellaneous

Rendering \$ \_\_\_\_\_

Model \$ \_\_\_\_\_

Contract Document Printing \$ \_\_\_\_\_

Record Document Printing \$ \_\_\_\_\_

Survey \$ \_\_\_\_\_

Soil Investigation \$ \_\_\_\_\_

Hazardous Material Testing \$ \_\_\_\_\_

Sub Total \$ \_\_\_\_\_

Furniture & Equipment \$ \_\_\_\_\_

Communications \$ \_\_\_\_\_

Contingency (    %) \$ \_\_\_\_\_

Total Budget Estimate \$ \_\_\_\_\_

Alternates:

Alternate #1 ( ) Adds ( ) Deducts \$ \_\_\_\_\_

Alternate #2 ( ) Adds ( ) Deducts \$ \_\_\_\_\_

Alternate #3 ( ) Adds ( ) Deducts \$ \_\_\_\_\_

Alternate #4 ( ) Adds ( ) Deducts \$ \_\_\_\_\_

Alternate #5 ( ) Adds ( ) Deducts \$ \_\_\_\_\_

NOTES:

Author: \_\_\_\_\_

Date: \_\_\_\_\_

# CERTIFIED BID TABULATION FORM

Project #:	Bid Date:	Time:
Project Title:		
Institution/Agency:		
Professional:		

Contractors	Base Bid	Alternates
_____	\$ _____	1. _____ ( )
_____	CR Expires: _____	2. _____ ( )
Certificate of Responsibility # _____	Mechanical: _____	3. _____ ( )
5% Bid Security: _____	Plumbing: _____	4. _____ ( )
Addenda Received: ( # ) ( # ) ( # ) ( # ) ( # )	Electrical: _____	5. _____ ( )
Days: _____		±
_____	\$ _____	1. _____ ( )
_____	CR Expires: _____	2. _____ ( )
Certificate of Responsibility # _____	Mechanical: _____	3. _____ ( )
5% Bid Security: _____	Plumbing: _____	4. _____ ( )
Addenda Received: ( # ) ( # ) ( # ) ( # ) ( # )	Electrical: _____	5. _____ ( )
Days: _____		±
_____	\$ _____	1. _____ ( )
_____	CR Expires: _____	2. _____ ( )
Certificate of Responsibility # _____	Mechanical: _____	3. _____ ( )
5% Bid Security: _____	Plumbing: _____	4. _____ ( )
Addenda Received: ( # ) ( # ) ( # ) ( # ) ( # )	Electrical: _____	5. _____ ( )
Days: _____		±
_____	\$ _____	1. _____ ( )
_____	CR Expires: _____	2. _____ ( )
Certificate of Responsibility # _____	Mechanical: _____	3. _____ ( )
5% Bid Security: _____	Plumbing: _____	4. _____ ( )
Addenda Received: ( # ) ( # ) ( # ) ( # ) ( # )	Electrical: _____	5. _____ ( )
Days: _____		±
_____	\$ _____	1. _____ ( )
_____	CR Expires: _____	2. _____ ( )
Certificate of Responsibility # _____	Mechanical: _____	3. _____ ( )
5% Bid Security: _____	Plumbing: _____	4. _____ ( )
Addenda Received: ( # ) ( # ) ( # ) ( # ) ( # )	Electrical: _____	5. _____ ( )
Days: _____		±

I certify that this a correct tabulation of all bids received for this Project on the date stated above. (having checked the Contractor's name and certificate number with the Contractor's Board at [www.msdoc.state.ms.us](http://www.msdoc.state.ms.us)).

\_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_ (Date)  
last revision added COR expiration, Mech, Plumb, Elec

# **Construction Procedures**

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Appendix 700

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# CONTENTS

## APPENDIX 700: CONSTRUCTION PROCEDURES

Section	Description	Page
700.2	Preconstruction Conference Agenda Worksheet .....	1
700.20	Change Order Form .....	2
700.24	Payment of Materials Stored Off-Site Lease Agreement Form .....	4

# Preconstruction Conference Agenda

Project #		Date:
Project Title:		
Using Agency:		
<b>CONTACTS</b>		
Professional		Phones:
Superintendent  (Resume Required)		Phones:
Using Agency		Phones:
Bureau of Building		Phones:

- A. PROCEDURES** ..... References
- ( ) Minutes/Summary of this meeting to Bureau (*Attendance Sheet: \_\_\_\_\_*) ..... [01200]
  - ( ) Start Date (*Earliest per U/A \_\_\_\_\_; NTP Received (Y) (N); #days: \_\_\_\_\_ Completion: \_\_\_\_\_*)
  - ( ) Contract Amount – **Base Bid Amount - \_\_\_\_\_, Add Alternate #1 Taken for \$ \_\_\_\_\_, Add Alternate #2 Taken for \_\_\_\_\_, Add Alternate #3 Taken for \$ \_\_\_\_\_, Add Alternate #4 Taken for \$ \_\_\_\_\_, for a Total Contract - \_\_\_\_\_.**
  - ( ) Liquidated Damages (**\_\_\_\_\_ per day**) ..... [SC 9.11.1]
  - ( ) Prior notices to Professional (*Pour concrete; changes; etc.*) \_\_\_\_\_
  - ( ) Testing Lab (*Need prior notice*) ..... [01410]
  - ( ) Change Orders (*No work prior*)(**Max 20% Markup GC & SC**)(*Prof. estimate required*) ..... [GC 7.2]
  - ( ) Owner/User Relations (*Chain of command; Contract with Bureau*) ..... [SC 1.01 & 2.1]
  - ( ) Unusual Conditions (*Notify Professional then Bureau*) ..... [GC 4.3.6]
  - ( ) Allowance Procedures (*Proposals; Documentation*)(**Division ONE**) ..... [GC 3.8 & 01020]
  - ( ) Progress Meetings: (**\_\_\_\_\_**) (*Notices must be sent 7days prior*) ..... [01200]
  - ( ) Substitutions: (*Professional to confer with User*) (**Contractor has 30 Days if any substitutions are to be used**) . [01630]
  - ( ) Assignments: (*Subject to approval*) ..... [GC 5.4 & 13.2]
- B. WORK SITE** ..... References
- ( ) Use of Premises (*Access, Keys, Storage, Parking, Limits, Clothes, Alcohol, Fire Arms, Language, Smoking*) [01010]
  - ( ) Normal Hours: \_\_\_\_\_
  - ( ) Temporary Facilities (*Job Sign Only\*, Utilities, Shed - Phone #: \_\_\_\_\_*) ..... [01500]
  - ( ) Critical Work Sequence (*Owner to Occupy: \_\_\_\_\_*) ..... [01010]
  - ( ) Cleaning (*Daily/Final/Disposal*) ..... [GC 3.15 & 6.3]
  - ( ) Security (**Vandalism & Safety-No contact w/staff, faculty & students**) ..... [GC 10]
  - ( ) Using Agency Requirements:
  - ( ) Other:
- C. DOCUMENTATION** ..... References
- ( ) **Progress Schedule** (*Submitted: \_\_\_\_\_*  *Critical Path, Update Monthly, Plan if late, will notify BC when CT is expended*) [GC 3.10.1 & 01310]
  - ( ) **Sub-contractor List** (*Submitted: \_\_\_\_\_*  *With in 30 days*) ..... [GC 5.2.1]
  - ( ) **Utilities Agreement** (*Submitted: \_\_\_\_\_*  *Rate/month: \_\_\_\_\_*) ..... [01500]
  - ( ) Pay Requests\* (*AIA Form G702/Schedule of Values\*/Time Letter, Affidavit, Stored Material Letter-Original & 4*) ..... [01370]
  - ( ) Payroll Records, if applicable (*Davis-Bacon Act-2 copies/3 years*) ..... [00820]
  - ( ) Documents at Site (*Drawings, Specs & Shop Drawings, Approved Submittals*) ..... [GC 3.11 & 01720]
  - ( ) Final Inspection (*10 day notice; Pre-final by Professional*)(**All Owner Training Must Be Completed**) ..... [00700]
  - ( ) Close-Out Documents (*AIA Forms: G702, G706, G706A, G707; Power of Attorney; Guarantee of Work-4 sets of each*) ..... [01700]
  - ( ) Record Documents (*As-Builts, Guarantees, Etc.-2 sets of each*) ..... [01720]
  - ( ) Product List (*Complete list of all products in 30 days*) ..... [01630]
  - ( ) Professional's Inspection Log and Monthly Report (**Required for Payment**) ..... [A/E 2.9.5]
  - ( ) Minority Participation Form (**To be submitted with in 30 days after N.T.P.**) ..... [A/E 2.9.5]
  - ( ) Other:
- D. OTHER**

-  Required prior to approval of first pay request.
- Line Items < \$20,000.00.

**BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT**

CHANGE ORDER NO. \_\_\_\_\_

Project Number: \_\_\_\_\_ Contract Date: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Institution/Agency/Department: \_\_\_\_\_  
Location: \_\_\_\_\_

Original Contract Sum.....\$  
Net Change by Previous Change Orders.....\$  
Contract Sum Prior to this Change Order.....\$  
Contract Sum Increase/Decrease/Unchanged  
by this Change Order.....\$ \_\_\_\_\_  
New Contract Sum including this Change Order.....\$

Original Notice to Proceed Start Date..... \_\_\_\_\_  
Original Contract Time \_\_\_\_\_ Calendar Days  
Net Change by Previous Change Orders \_\_\_\_\_ Calendar Days  
Contract Time Prior to this Change Order \_\_\_\_\_ Calendar Days  
Contract Time Increase/Decrease/Unchanged  
by this Change Order \_\_\_\_\_ Calendar Days  
New Contract Time including this Change Order \_\_\_\_\_ Calendar Days  
New Completion Date ..... \_\_\_\_\_

(ALL SIGNATURES MUST BE ORIGINAL)

**Professional:** \_\_\_\_\_  
By: \_\_\_\_\_

**Contractor:** \_\_\_\_\_  
By: \_\_\_\_\_

**Owner:** Bureau of Building, Grounds and Real Property Management  
By: \_\_\_\_\_, Director Date: \_\_\_\_\_

(A copy of the Change Order will be given to the Institution/Agency.)

# BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT

CHANGE ORDER NO. \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

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All of the provisions of the Original Contract not specifically changed by this Change Order remain the same. The Contractor is directed to make the following changes in this Contract:

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The justification for this Change Order is as follows:

**AS REQUESTED BY:**

✓	.....	✓
the Using Agency		the BOB
the Contractor		the Professional

**LEASE AGREEMENT  
For Materials Stored Off-Site**

**Project #** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**Institution/Agency/Department:** \_\_\_\_\_

---

This **Lease Agreement** for materials stored off-site is made between the following entities:

**LESSOR** (*Name & Address*):

**LESSEE** (*Name & Address*):

1. The **Lessor** does hereby lease unto the **Lessee** the following storage space (*physical local*):
  
2. The **Lessor** does hereby lease unto the **Lessee** the above described space for the period of \_\_\_\_\_ to \_\_\_\_\_.
  
3. The **Lessor** does hereby lease unto the **Lessee** the above described space for the amount of \$\_\_\_\_\_.\_\_\_\_\_.
  
4. The **Lessee** will at his expense obtain all perils insurance for the full value of the materials stored on/in the above described property.
  
5. The **Lessee** shall provide to the Bureau of Building, Grounds and Real Property Management, [501 North West Street, Suite 1401B, Woolfolk Building, Jackson, MS 39201] proper documentation of the materials stored in the above described space which shall include and not be limited to the *Consent of Surety, Bill of Sale* from the Manufacturer to the **Lessee**, a complete listing of the inventory stored in/on the above described property.

Witnessed by our hand:

**Lessor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Lessee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# **Furniture & Equipment**

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Appendix 800

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# CONTENTS

## APPENDIX 800: FURNITURE AND EQUIPMENT

Section	Description	Page
800.7	Preliminary List of Furniture and Equipment (Blank Pages – not used) .....	1
	Furniture and Equipment Standard Documents	
800.15	Advertisement for Bids .....	3
	Instructions to Bidders .....	4
	Proposal Form .....	9
800.37	Furniture and Equipment Contract Form .....	10
800.39	Pay Request Form .....	11

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**DEPARTMENT OF FINANCE AND ADMINISTRATION  
BUREAU OF BUILDING, GROUNDS AND  
REAL PROPERTY MANAGEMENT  
JACKSON, MISSISSIPPI**

ADVERTISEMENT FOR BIDS

Sealed bids will be received at the Bureau of Building, Grounds and Real Property Management, 501 North West Street, Suite 1401B, Jackson, Mississippi, 39201 until 2:00:00 p. m. on \_\_\_\_\_, for:

RE:

at which time they will be publicly opened and read. Contract Documents may be obtained from:

Professional:  
Address:

Phone:

A deposit of \$0.00 is required. Bid preparation will be in accordance with Instructions to Bidders bound in the Project Manual. The Bureau of Building, Grounds and Real Property Management 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.**

Director

Dates of Publication:

**F&E**

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# INSTRUCTIONS TO BIDDERS

## PART 1 - GENERAL

1.01 **DEFINITIONS:**

- A. **Bureau or Owner:** Bureau of Building, Grounds and Real Property Management.
- B. **Vendor, Contractor or Bidder:** Furniture & Equipment Provider submitting a Bid Proposal.
- C. **Professional:** Firm hired to specify and manage furniture & equipment purchases for the Bureau.
- D. **Project Manual:** This entire Document, Specification, Addenda, Drawings and any attachments.

1.02 **SCOPE:** To furnish, deliver and install furniture and equipment according to the detailed Specifications of this Project.

1.03 **QUESTIONS:** Questions should be directed to the Professional. If there is no Professional, questions should be directed to the Bureau Staff in charge of the Project. Should a Bidder find discrepancies in, or omissions from, this Project Manual, or be in doubt as to their meaning, the Bidder should immediately notify the Professional or Bureau Staff who will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Bureau Staff, nor the Professional, will be responsible for any oral instruction or interpretation.

1.04 **BIDDER'S QUALIFICATIONS:** No *Certificate of Responsibility* is required for this Project.

1.05 **NON-RESIDENT BIDDER:** There is no resident preference law regarding this Project.

1.06 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:

- A. Bidder being in arrears on existing Contracts.
- B. Bidder being in litigation with the Owner, or the Using Agency.
- C. Bidder having defaulted on a previous Contract.
- D. Bidder fails to provide brochure(s) and specifications on substitutions.

1.07 **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.

1.08 **EXAMINATION OF SITE:** All Bidders shall visit the building site, compare the Project Manual and Drawings, if any, 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 the Project Manual and Drawings without additional cost to the Owner.

1.09 **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.

1.10 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and been thoroughly familiar with the Project Manual, including all Addendum.

1.11 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount is indicated in the *Advertisement for Bids*.

1.12 **METHOD OF BIDDING:** Lump sum, single bids received on each item or bid group will include all work specified in

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## F&E

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the Project Manual.

- 1.13 **INCREASE OR DECREASE BY OWNER:** The Owner reserves the right to either increase or decrease any particular item provided such increase or decrease does not alter the total amount of the Contract more than twenty percent (20%) of the original amount and does not affect the status of the low Bidder.
- 1.14 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineation or alteration and must not contain recapitulation of the work to be accomplished. No oral or telegraphic proposals will be considered.
- 1.15 **TIME OF COMPLETION:** When specified, the Bidder shall agree to commence work on, or before, the date specified and fully complete the Project within the calendar days indicated on the Proposal Form.
- 1.16 **DELIVERY:** All furniture and equipment items shall be clearly marked identifying the item, packaged (including operation and maintenance manuals) and delivered to the following address:

( Type Address Information )

The successful Bidder is responsible for delivery, assembly and installation of all items named in the Contract. The Vendor is responsible for coordinating all work and contact the Using Agency **one week prior to delivery**.

- 1.17 **CLEANING:** Maintain premises free from accumulation of waste, debris and rubbish caused by installation operations. At completion of work, remove waste materials, rubbish, equipment and surplus materials to an off-site waste area. Clean all surfaces stained or soiled as a result of furniture and equipment installation. Leave building clean and ready for occupancy.
- 1.18 **BASE SPECIFICATIONS:** Trade names and Manufacturer stock numbers are used to set a definite standard. In no case are trade names or stock numbers used with the intention to discriminate against an equal product made by another Manufacturer. Consideration will be given to all equal and similar items.
- 1.19 **ALTERNATES:** Any alternates are contained in the Specifications section of the Project Manual.
- 1.20 **SUBSTITUTIONS:**
- A. **Manufacturer's Name:** Bidders will note the name of the product's manufacturer listed in the Specification section. When an item is specified by Brand or Manufacturer, it will be assumed Bidders are bidding on the base bid item as specified unless a different Brand or Manufacturer is noted.
- B. **Submittals:** When bidding an item other than the specified base bid item, the Bidder will submit with the bid a complete pictorial brochure and specification data for each substituted item. It is the Bidder's responsibility to point out specific deviations from the specified base bid item. This data **must** accompany the Bidder's submittal. *Failure to comply with this procedure may be grounds to disqualify a bid.*

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- 1.21 **ADDENDA:** Any addendum to the Project Manual issued before or during the time of bidding shall be incorporated into the Proposal and become a part of the Contract. The *Proposal Form* will have ample space to indicate the receipt of Addendum. When completing the *Form*, the Bidder shall list in the space provided the Addendum number and the date it was received.
- 1.22 **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 *Form* should be the company's legal name.
  - C. **Legal Address:** The address appearing on the *Form* should be the company's legal address.
- 1.23 **BID BONDS:** Performance Bond and Bid Security are not required for this Project. However, bids are to be firm for forty-five (45) days after the scheduled time of opening.
- 1.24 **POWER OF ATTORNEY:** A Power of Attorney is not required for this Project.
- 1.25 **GUARANTEE:** Each Bidder will guarantee the entire installation represented in the Bid Proposal against defect in materials or workmanship for one (1) year. The successful Bidder further guarantees to replace, without cost to the Owner, any and all defective items clearly the fault of the Manufacturer and not caused by installation or misuse.

## PART 2 - PROPOSAL FORM

- 2.01 **FORMAT OF SUBMITTAL:** Bidders will complete the Bid Proposal as directed. Any shipping or installation costs should be calculated and included in the total bid price and not listed as separate items. In addition, the State of Mississippi is not subject to excise or sales tax; therefore, do not include either in the total bid prices.
- 2.02 **BID GROUPS OR ITEMS:** Furniture & equipment may be grouped for bidding in several ways - a bidder is not required to bid on all groups or items listed on the form of proposal.
- A. **Matching Bid Group::** All items in a Matching Group will be manufactured by the same company to insure *exact* match; and, the Matching Group will be awarded to one (1) Bidder submitting the lowest and best base bid. Bidders **must** bid on everything within the Matching Group, or the bid will be considered nonresponsive.
  - B. **Combination Bid Group:** Items in an Individual Bid Group will be manufactured by different companies; and, may be awarded to any Bidder submitting the lowest and best bid. Bidders must bid on everything within the individual bid group, or the bid will be considered nonresponsive.
  - C. **Individual Item:** Any item specified separately may be awarded to any Bidder submitting the lowest and best bid. Bidders are not required to bid on all individual items.

- 
- 2.03 **SUBMITTAL:** A bid must be delivered to the address indicated on the *Advertisement for Bids* prior to the time and date stated. Bids shall be submitted in **duplicate** and sealed in an opaque envelope marked, mailed or hand-delivered as follows:

(In upper left hand corner)

**Name of Firm**

(Bid shall be addressed and delivered to)

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

(In lower left hand corner)

Bid for Project # \_\_\_\_\_

Title \_\_\_\_\_

Using Agency \_\_\_\_\_

If the Bid is mailed via Federal Express, or a similar service, the envelope containing the bid shall be placed inside a second envelope to prevent inadvertent premature opening of the Bid Proposal.

- 2.04 **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:** Modifications may be written on the outside of the sealed bid envelope.
  - B. **Facsimile:** A facsimile (fax) will not be accepted.
- 2.05 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after a bid has been opened and read, it may not be withdrawn until forty-five (45) days after the bid opening.

### **PART 3 - BID OPENING AND AWARD OF CONTRACT**

- 3.01 **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.
- 3.02 **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 its opinion the omitted information does not alter the amounts contained in the Bid Proposal, or place other Bidders at a disadvantage.
- 3.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.

- 
- 3.04 **ERRORS:** Any claim of error and request for release from a 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.
- 3.05 **REJECTION OF BIDS:** The Owner reserves the right to reject any and/or all bids.
- 3.06 **AWARD OF CONTRACT:** A Contract will be awarded to the lowest base bid meeting Specifications and is in the best interest of the Using Agency. Delivery date and cost are also considerations in the choice of Contract award. A sample copy of the F & E Contract Form is attached to the end of this project manual.
- 3.07 **FAILURE TO ENTER INTO A CONTRACT:** There is no penalty for failure to enter into a Contract for this Project
- 3.08 **SECURITY FOR FAITHFUL PERFORMANCE:** No *Security for Faithful Performance* is required for this Project.
- 3.09 **TERMINATION OF CONTRACT:** The Owner may terminate any Contract if the furniture and equipment items are not delivered to the site prior to 12:00 midnight of the agreed upon date. If termination is necessary under this clause, the Owner has no financial obligation to the Bidder for any costs incurred.
- 3.10 **PAYMENT TO VENDOR:** When submitting a request for payment to the Bureau, the Vendor must mail a completed *Pay Request Form* accompanied by an **original**. Bureau Staff will verify delivery, obtain the Using Agency's approval and process the *Request*. No payments will be made to a Vendor unless a signed Contract acknowledging acceptance has been received by the Owner.
- 3.11 **PAY REQUEST FORM:** A sample of the Pay Request Form is attached to the end of this project manual.

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**PROPOSAL FORM**  
**SECTION 00300**

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

Re: GS # \_\_\_\_\_  
Project Title \_\_\_\_\_  
Using Agency \_\_\_\_\_  
Location: \_\_\_\_\_

I propose to deliver, assemble and complete all work in accordance with the Project Manual and Drawings within ( ) \_\_\_\_\_ consecutive calendar days for the sum of:

**Matching Bid Group:**

**Matching Group B1 Base Bid:** \$ \_\_\_\_\_

Substitution: \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT:**

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

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

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

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**F&E**

<b>Date:</b>	<b>Project #:</b>
--------------	-------------------

<b>Project Title:</b>	<b>Contract Number:</b>
<b>Using Agency:</b>	<b>Contract Amount:</b> \$0.00

**FURNITURE & EQUIPMENT CONTRACT**

<b>To:</b>	<b>From:</b> Bureau of Building, Grounds and Real Property Management Woolfolk Building 501 North West Street, STE 1401B Jackson, MS 39201
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<b>Coordinate all shipment deliveries and shipment dates with:</b>	<b>Required shipment date: coordinate with Professional</b>
--	---

<b>Ship to:</b>	<b>Invoice:</b> Bureau of Building, Grounds & Real Property Management Attn: F&E Contract Analyst Woolfolk Building 501 North West Street, STE 1401B Jackson, MS 39201 (601) 359-3621
-----------------	---

The inclusion of Vendor's quote as an attachment to this Contract is not an acceptance of Vendor's terms and conditions. Any references to Vendor's terms and conditions of sale are not applicable to this Furniture & Equipment Contract. Vendor expressly accepts all terms and conditions of the State of Mississippi.

\_\_\_\_\_  
OWNER - Bureau of Building, Grounds and Real Property Management

Date: \_\_\_\_\_

\_\_\_\_\_  
VENDOR –

Date: \_\_\_\_\_

\_\_\_\_\_  
ATTORNEY - Department of Finance & Administration - Approved as to Form

Date: \_\_\_\_\_

**INSTRUCTIONS:**

The Vendor will sign all copies and return to the Bureau. The Bureau will execute all copies; keep two (2) copies and return one (1) executed contract to the Vendor; one (1) contract will be forwarded to the Using Agency; and one (1) contract to the Professional, if applicable.

# VENDOR'S APPLICATION FOR PAYMENT

<b>TO:</b>	Bureau of Building, Grounds and Real Property Management 501 North West Street, Suite 1401B Woolfolk Building Jackson, Mississippi 39201
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<b>FROM:</b>	
--------------	--

<b>RE:</b>	GS #	
Application/Invoice Date	Award No.	Vendor No.

<b>Application for Payment is being made as follows:</b>			
ORIGINAL CONTRACT SUM		\$0.00	
NET CHANGE BY ADJUSTMENTS		\$0.00	
CONTRACT SUM TO DATE		\$0.00	
(% Payable)	X	0.0	%
TOTAL AMOUNT PAYABLE		\$0.00	
(Less Previous Applications for Payment)	(	\$0.00	)
CURRENT APPLICATION FOR PAYMENT			

To be signed by **Vendor Personnel** (Accounts Receivable):

I hereby certify that the above goods have been delivered in good order to the Using Agency. I am submitting an **Original Invoice** requesting payment at this time.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

To be signed by **Using Agency Personnel** and/or **Professional**:

I hereby certify that the above goods purchased have been received in good order and recommend payment to the Vendor listed above.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

To be signed by **Bureau of Building, Grounds and Real Property Management Personnel**:

I hereby certify that the above goods have been delivered in good order. Based upon certification by Using Agency Personnel and/or Professional, I recommend issuance of Auditor's disbursement warrant in payment thereof.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_