ADVERTISEMENT FOR BIDS
SECTION 00 1100

Sealed bids will be received electronically via MAGIC OR physically delivered to the office of the Owner, _MDAH, 200 North Street
_____Jackson, Mississippi, _____, until
2:00:00 p. m. on
____Wednesday_____, __October 7, 2026_____
(Day) *(Date)*

Project Margaret Ann Crigler Park_____ (Project Title)
_Mississippi Department of Archives and History_____ (Using Agency)
_____3160008224_____ (RFx #)

at which time they will be publicly opened and read. Procurement Documents may be obtained from:
_____MDAH_____
https://www.mdah.ms.gov/about-mdah/bid-opportunities_____
_____
Phone: (601) 576-6850_____
Email: ____jroberts@mdah.ms.gov_____

A deposit of $__0_____is required. Bid preparation will be in accordance with *Instructions to Bidders* bound in the Project Manual. The Owner 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
Using Agency Name: ____Barry White_____

Dates of Publication:

__September 8, 2026_____

__September 15, 2026_____

INSTRUCTIONS TO BIDDERS
SECTION 00 2100

PART 1 - GENERAL

1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the procurement documents, 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 of 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* shall 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 shall 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 shall 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 shall indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.

1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (Code 31-3-21(3))

A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that CURRENT law shall be submitted with the Proposal Form.

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:

A. Failure to comply with the bid requirements.
B. Bidder is in arrears on existing Contracts with the Owner or another state agency, university, community college, or junior college.
C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the Owner or another state agency, university, community college, or junior college.
D. Bidder has defaulted on a previous Contract with the Owner of another state agency, university, community college, or junior college.

1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.

1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.

1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and

become thoroughly familiar with the Drawings and the Project Manual, including all addenda.

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

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.

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.

2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided.

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 exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.

C. **Legal Address:** The address appearing on the Proposal Form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.

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, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department https://www.mid.ms.gov (or most up-to-date link) (No standard form is required for the Bid Bond.) Where bid is to be submitted electronically, a scanned copy of bid bond is acceptable.

B. **Certified Check:** The Bidder may submit a certified check made out to the *Owner* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3)

apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time. Where bid is to be submitted electronically, certified check must be physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

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

PART 3 - SUBMITTING THE PROPOSAL FORM

3.01 **SUBMITTAL:** A bid must be either submitted electronically via MAGIC or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

A. **Physical Submittal:** If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as shown below. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

(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)

(Bid shall be addressed and delivered to)

(In lower left hand corner)
Bid for Project RFX#__3160008224_____
Title ___Margaret Ann Crigler Park_
Using Agency___Mississippi Department of Archives and History_____
Certificate of Responsibility # _____(for over $50,000.00)
Under $50,000.00 (add statement)

B. **Electronic Submittal:** Bidders must be registered prior to submitting bids electronically. It is the responsibility of the Bidder to allow sufficient time to complete or confirm such registration before the date and time established to receive bids. Information on registration and bidding electronically may be found at www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suplliers-vendors. For further assistance e-mail mash@dfa.ms.gov OR call (601) 359-1343, Option 2. If a Bidder desires to receive system generated Construction Bid Notices for future Owner opportunities, use Product Code 90922.

3.02 **MODIFICATION TO BID:** A bidder may only modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

A. **Physical Bid:** A modification may be written on the outside of the sealed envelope containing the bid.
B. **Electronic Bid:** Information and attachments may be modified and re-submitted via MAGIC.

3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being received and publicly opened by the next business day that the agency shall be open and at the previously advertised time unless an Addendum is issued. Physical Bids without a Certificate of Responsibility on the outside of the envelope, or a statement indicating bid is under $50,000.00, will not be opened. Electronic Bids where Certificate of Responsibility or statement indicating bid is under $50,000.00 is not entered as response to required question will, not be considered.

4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.

4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Owner.

4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Owner generally in the order listed unless a different order is determined to be in the best interest of the Using Agency and/or Owner and which produces a total within available funds. Where such bidder fails to enter into a contract, the Owner reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.

4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for any of the following reasons:

A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars ($50,000.00) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.

B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Owner or Prime Professional has made reasonable objection to those initially submitted.

C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Owner and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt of same from the Professional.

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. https://www.mid.ms.gov (or most up-to-date link)

B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.

C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 6100 entitled *Contract Bond*.

D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly), and Surety Seal (preferably embossed). https://www.mid.ms.gov (or most up-to-date link)

E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

5.01 **PROPOSAL FORM**: (only one original proposal form to be submitted)

Base Bid

( ) Write in the amount of the base bid in words and numbers. In the case of a conflict, the written word shall govern.

Alternates

( ) Write in each alternates amount in words and numbers. In the case of a conflict, the written word shall govern.

Addenda

( ) Acknowledge the receipt of each addendum by writing in the number of the addendum.

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.msboc.us/Search2.CFM]

( ) 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 MS State Board of Contractors Roster

Certificate of Responsibility Number(s)

( ) Base Bid is under $50,000 and no number is required AND the statement "bid does not exceed $50,000" is on the outside of the sealed envelope or statement included with electronic bid

OR ( ) Base Bid is $50,000 or more and number is required and is on the outside of the sealed envelope or included with electronic bid

( ) 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:**

( ) List any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost.

* List name even for under $50,000 (see 5.06 regarding COR)
* Fire Protection Sprinkler Contractors do not have to be listed
* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein
* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline
* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.06 **SUB-CONTRACTORS' COR NUMBER**

( ) * List Certificate of Responsibility Number for any listed Sub-Contractor over $50,000.00

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

PROPOSAL FORM
SECTION 00 4200

To: Using Agency Name
Address
City, Mississippi Zip

Re: Project #_____ 3160008224_____
Project Title __Margaret Ann Crigler Park
Location Jackson, Mississippi

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. In case of conflict, the written word governs.)

Words: _____ Dollars Figures:
($_____)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #2 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #3 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #4 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #5 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

ADDENDA ACKNOWLEDGMENT:

No. _____ No. _____ No. _____

No. _____ No. _____ No. _____

ACCEPTANCE:

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

Signature _____ Date _____

Name and Title_____

Name of Business _____

Address _____(mailing)

Address _____(physical)

City/State/Zip Code _____County _____

Phone _____ Fax _____ Email _____

- **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER: _____**

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

- Attach copy of Non-Resident Bidder's Preference Law

- **Mechanical / Plumbing / Electrical Contractors:**

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

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under $50,000.00. COR must be included where sub-contract exceeds $50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over $50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

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

STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR
SECTION 00 5200

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

Mississippi Department of Archives and History
200 North Street
Jackson, MS 39201

acting on behalf of the State of Mississippi;

and between the Contractor:

Business Name _____
Address _____
City/State/Zip _____ Phone: _____Fax:_____Email:_____

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

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

_____ PARTNERSHIP of the following (list all partners):
_____
_____
_____

_____ SOLE PROPRIETORSHIP

For the following Project:
Project #
Margret Ann Crigler Park
Mississippi Department of Archives and History

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

OWNER: CONTRACTOR:

By:_____ By:_____
(Signature) (Signature)

_____ _____
(Name and Title) (Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

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

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS

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
AFFIDAVIT OF PAYMENT TO ALL SUBCONTRACTORS
CONDITIONS OF THE CONTRACT
- General Conditions
- Supplementary Conditions
- Labor Requirements
- Minority Participation
- Special Conditions

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

___ Division 1: General Requirements
___ Division 2: Existing Conditions
___ Division 3: Concrete
___ Division 4: Masonry
___ Division 5: Metals
___ Division 6: Wood, Plastics and Composites
___ Division 7: Thermal and Moisture Protection
___ Division 8: Openings
___ Division 9: Finishes
___ Division 10: Specialties
___ Division 11: Equipment
___ Division 12: Furnishings
___ Division 13: Special Construction
___ Division 14: Conveying Equipment
___ Division 21: Fire Suppression
___ Division 22: Plumbing
___ Division 23: HVAC
___ Division 25: Integrated Automation
___ Division 26: Electrical
___ Division 27: Communications
___ Division 28: Electronic Safety and Security
___ Division 31: Earthwork
___ Division 32: Exterior Improvements
___ Division 33: Utilities
___ Division 34: Transportation
___ Division 35: Waterway and Marine Construction
___ Division 40: Process Interconnections
___ Division 41: Material Processing and Handling Equipment
___ Division 42: Process Heating, Cooling, and Drying Equipment
___ Division 43: Process Gas and Liquid Handling, Purification, and Storage Equipment
___ Division 44: Pollution and Waste Control Equipment
___ Division 45: Industry-Specific Manufacturing Equipment
___ Division 46: Water and Wastewater Equipment
___ Division 48: Electrical Power Generation

1.2.3 Addenda
Addendum No. 1, dated _____
Addendum No. 2, dated _____
Addendum No. 3, dated _____
Addendum No. 4, dated _____
Addendum No. 5, dated_____

1.2.4 Drawings dated _____

Sheets No. _____ through _____
Sheets No. _____ through _____
Sheets No. _____ through _____
Sheets No. _____ through _____
Sheets No. _____ through _____
Sheets No. _____ through _____
Sheets No. _____ through _____
Sheets No. _____ through _____
Sheets No. _____ through _____
Sheets No. _____ through _____

1.2.5.1 Other documents, dated
_____
_____

ARTICLE 2: CONTRACT SUM

2.1 **CONTRACT SUM**

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

_____Dollars

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

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

2.2 **LIQUIDATED DAMAGES**

2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of __Two hundred and fifty_____ Dollars ($ ___250.00_____) for each calendar day.

ARTICLE 3: CONTRACT TIME

3.1 **TIME**

3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later than ___470_____ 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 PROVISIONS

5.1 **DEFINITION OF TERMS**

5.1.1 Terms used in this Agreement which are defined in the General, Supplementary, and Special 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 ____Perkins& Will_____

Address____1315 Peachtree Street, NE, Atlanta, Georgia 30309_____

Telephone _ 404-443-7448 Fax Number __not applicable_____ E-Mail Address__ luke.murphree@perkinswill.com_____ ___

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

CONTRACT BOND
SECTION 00 6100

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 Owner on behalf 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 herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as amended, in the amount of _____ _____ Dollars ($_____), lawful money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a Contract with the Owner for the following:
_____Margaret Ann Crigler Park
_____
_____
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 _____
Mississippi NAIC number: _____

By: _____
(Signature)

_____ Attorney-in-Fact
(Typed Name) (Title)

Surety Agent MS Ins Dept License Number: _____
(Leave blank if you do not have a Mississippi #)

_____
(Surety Address)

_____
(Surety City/State/Zip/Phone)

_____
(MS LICENSED AGENT COMPANY NAME)
(add MS Agent's address below)

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

_____
(Signature)

_____ Licensed Mississippi Agent
(Typed Name) (Title)

Countersignature Agent MS License Number: _____

_____
(MS Licensed Agent Address)

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

PRINCIPAL _____

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

_____
(Typed Name and Title)

_____
(Address)

_____
(City/State/Zip/Phone)

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

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

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

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

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

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

CERTIFICATE OF INSURANCE
SECTION 00 6216

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

INSURED: (Contractor's Name & Address)		**COMPANIES PROVIDING COVERAGE w/ MID Llc or NAIC #**
	A	#
	B	#
PROJECT: (Number, Name & Location)	**C**	#
	D	#
	E	#
OWNER: Owner	**F**	#
	G	#
	Companies above must be approved by the MS Ins Dept at https://www.mid.ms.gov (or most up-to-date link) per Code & WComp at http://www.mwcc.ms.gov/ (MID mod'd 041615)	

Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount	
General Liability Commercial General Liability				General Aggregate	$ 1,000,000
				Products Comp/Ops (Aggregate	$ 1,000.000
				Personal Injury (Per Occurrence)	$ 500,000
				BI & PD (Per Occurrence)	$ 1,000,000
				Fire Damage (Per Fire)	$ 50,000
				Medical Expense (Per Person)	$ 5,000
Owners/Contractors Protective Liability				General Aggregate	$ 1,000,000
				Per Occurrence	$ 500,000
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)	$ 500,000
				OR Bodily Injury (Per Person)	$ 250,000
				Bodily Injury (Per Accident)	$ 500,000
				Property Damage (Per Occurrence)	$ 100,000
* Excess Liability (Umbrella on projects over $500,000)				Aggregate	$ 1,000,000
				Per Occurrence	$ 1,000,000
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	$ 100,000
				Disease-Policy Limit	$ 500,000
				Disease-Per Employee	$ 100,000
Property Insurance (not required when project is demolition ONLY – required for ALL other projects including paving)				**OR** Builders' Risk 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 Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.

Producing Agent: (Name, Address and Telephone)	
	(Signature) MID Lic # or countersign below
	(Name and Title of Authorized Representative) (typed)

	Agent must be approved by the MS Ins Dept or countersign https://www.mid.ms.gov

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

CERTIFICATE OF INSURANCE INSTRUCTIONS
SECTION 00 6217

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, 2017).

2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at https://www.mid.ms.gov (or most up-to-date link). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)

3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.

4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.

5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.

6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.

7. CERTIFICATION wording may not be changed without specific written approval from the Owner (nor on any Owner documents even beyond Insurance Certificate).

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 (nor on any Owner documents even beyond Insurance Certificate).

9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.

10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)

11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at http://www.mwcc.state.ms.us / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the "contractor's name".

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

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

AFFIDAVIT CERTIFYING
PAYMENT TO ALL SUBCONTRACTORS
SECTION 00 6300

Ownert

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

Project Number: _____

Project Name: ___Margaret Ann Crigler Park_____

Using Agency: _____Mississippi Department of Archives and History_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

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Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

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

Contractor Name and Title: _____

Contractor Certificate of Responsibility Number: _____

Contractor Signature: _____Date: _____

_____

STATE OF MISSISSIPPI

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,

this the _____ day of _____, 20_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

SECTION 00 7200

PART 1 - GENERAL

1.01 **DESCRIPTION**

A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Seventeenth Edition, 2017, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.

B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

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

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, Seventeenth Edition, 2017. 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**

Change this subparagraph to read as follows:

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and Special Conditions), Drawings, Specifications and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for minor changes in the Work issued by the Prime Professional. The Contract Documents also include the advertisement or invitation for bids or proposals, Instructions to Bidders, and the Contractor's bid or proposal.

1.1.2 **The Contract**

Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

1.1.7 **Instruments of Service**

Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "Prime Professional's".

1.1.8 **Initial Decision Maker**

Change this Subparagraph to read as follows:

The Initial Decision Maker is the person identified as the Professional in Paragraph 5.3.1 of the Standard Form of Agreement Between the Owner and the Contractor and will render initial decisions on Claims in accordance with Section 15.2.

1.1.9 Add a new Subparagraph as follows:

Commissioning Authority Professional
A professional independent of the Prime Professional retained by the owner who manages a quality-focused process for enhancing the delivery of the project. The process focuses upon verifying and documenting that the facility and all of its

systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

1.2.1 Change this Subparagraph to read as follows:

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor and unless otherwise provided in the Contract Documents, this shall include all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of any direct conflict among the Contract Documents, the specifications shall take precedence over the drawings, supplemental or special conditions shall take precedence over more general conditions or requirements, details shall take precedence over plans, and larger scale drawings shall take precedence over smaller scale drawings.

1.5 **Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

1.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*" and 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 separate Agreement Between the Owner and the Professional.

1.5.3 Add a new Subparagraph as follows:

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

1.6 **Notice**

1.6.1 Change this Subparagraph to read as follows:

Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is address and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if transmitted to the government or business issued e-mail address of the respective party.

1.7 **Digital Data Use and Transmission**

Delete the last sentence of this Paragraph.

1.8 **Building Information Models Use and Reliance**

Change this Paragraph to read as follows:

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in a written documents shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

2.1 **General**

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Owner, 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 Agreement Between the Owner and the Contractor, his successor in the case of that individual's retirement or termination, or his direct supervisor in the case of that individual's absence. Except as otherwise provided in Subparagraph 4.2.1, the Prime Professional does not have such authority. The term"Owner" means the Owner or the Owner's authorized representative.

2.1.2 Delete this Subparagraph in its entirety.

2.2 **Evidence of the Owner's Financial Arrangements**

2.2.1 Delete this Subparagraph in its entirety.

2.2.2 Delete this Subparagraph in its entirety.

2.3.1 Delete this Subparagraph in its entirety.

2.2.3 Delete this Subparagraph in its entirety.

2.2.4 Delete this Subparagraph in its entirety.

2.3 **Information and Services Required of the Owner**

2.3.2 Add the word "*or Engineer*" following each instance of the word "*Architect*" and add the words "*or engineering respectively*" following each instance of the word "*architecture*".

2.3.3 Add the word "*or Engineer*" following each instance of the word "*Architect*".

2.3.6 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.

2.4 **Owner's Right to Stop the Work**

Change this Subparagraph to read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue, or direct the Prime Professional to issue, a written order to the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The rights and remedies under this Subparagraph are in addition to and do not in any respect limit any other rights of the Owner, including the right to terminate in accordance with Article 14.

2.5 **Owner's Right to Carry Out the Work**

Change this Paragraph read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without predjudice to other remedies the Owner may have, correct such default or neglect. The Prime Professional may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Prime Professional's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Prime Professional, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

Article 3
CONTRACTOR

3.1 **General**

3.1.3 Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.2 **Review of Contract Documents and Field Conditions by Contractor**

3.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.2.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.2.4 Change the word "*Architect*" to "*Prime Professional*".

3.3 **Supervision and Construction Procedures**

3.3.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.4 **Labor and Materials**

3.4.2 Change each instance of the word "*Architect*" to "*Prime Professional*" and add the words "*where such substitution results in a modification of the Contract Sum or Contract Time*" to the end of this sentence.

3.4.4 Add a new Subparagraph as follows:

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

3.4.5 Add a new Subparagraph as follows:

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

3.4.6 Add a new Subparagraph as follows:

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

3.5 **Warranty**

3.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.7 **Permits, Fees, Notices and Compliance with Laws**

3.7.1 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any applicable permits, fees, licenses, and inspections by government agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.3 Delete the words "*knowing it to be*" from this Subparagraph.

3.7.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.7.5 Change the word "*Architect*" to "*Prime Professional*".

3.9 **Superintendent**

3.9.2 Change this Subparagraph to read as follows:

The Contractor, as soon as practicable after award of the Contract, and prior to commencement of any on-site Work, shall notify the Owner and Prime Professional of the name, qualifications and references of the proposed superintendent and any assistant superintendents where provided for in the Contract Documents. Within 14 days of receipt of the information, the Prime Professional shall notify the Contractor stating whether the Owner or the Prime Professional (1) has reasonable objection to the proposed superintendent based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 14-day period shall constitute notice of no reasonable objection.

3.9.3 Change the word "*Architect*" to "*Prime Professional*".

3.10 **Contractor's Construction and Submittal Schedules**

3.10.1 Change this Subparagraph to read as follows:

The Contractor, promptly after being awarded the Contract, and no later than fifteen days after the date established in the Notice to Proceed, shall submit for the Owner's and Prime Professional's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed the time limits current under the Contract Documents. Submission of a schedule that indicates or expresses an intent to complete Work prior to the time limits established by the Contract Documents shall not make the Owner liable to the Contractor for any failure to achieve early completion or obligate the Owner to take or prevent any actions to facilitate the Contractor's completion prior to the expiration of the Contract Time. The schedule shall be revised monthly or at more frequent intervals as required by the conditions of the Work and Project.

3.10.2 Change each instance of the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

3.10.3 Change the word "*Architect*" to "*Prime Professional*".

3.11 **Documents and Samples at the Site**

Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12 **Shop Drawings, Product Data and Samples**

3.12.4 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.5 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.6 Change the word "*Architect*" to "*Prime Professional*".

3.12.7 Change the word "*Architect*" to "*Prime Professional*".

3.12.8 Change each instance of the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

3.12.9 Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.12.10.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.10.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

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 assessed to the Contractor.

3.16 **Access to Work**

Change this Paragraph to read as follows:
The Contractor shall provide the Owner, Prime Professional, Commissioning Authority Professional, Separate Contractors and their authorized representatives with access to the Work in preparation and progress wherever located. This shall include the provision of lifts, ladders, scaffolding and/or equivalent for access to elevated work.

3.17 **Royalties, Patents and Copyrights**

Change each instance of the word "*Architect*" to "*Prime Professional*".

3.18 **Indemnification**

3.18.1 Change this Subparagraph to read as follows:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Owner, Prime Professional, Prime Professional's consultants, Commissioning Authority Professional, Commissioning Authority Professional's consultants, as well as the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the

defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

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Article 4
ARCHITECT

Change the title of this article from "*ARCHITECT*" to "*PRIME PROFESSIONAL*".

4.1 **General**

4.1.1 Change this Subparagraph to read as follows:

The Prime Professional is the person identified as the Professional in the Agreement Between the Owner and the Contractor and retained by the Owner pursuant to Section 2.3.2.

4.1.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2 **Administration of the Contract**

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

The Prime Professional_will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction until the end of the period for correction of Work as described in Section 12.2.

4.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

4.2.5 Change the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

4.2.6 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.7 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

4.2.8 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.9 Change the word "*Architect*" to "*Prime Professional*".

4.2.10 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

4.2.11 Change the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

4.2.12 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.13 Change the word "*Architect's*" to "*Prime Professional's*".

4.2.14 Change each instance of the word "*Architect*" to "*Prime Professional*".

Article 5
SUBCONTRACTORS

5.2 **Award of Subcontracts and Other Contracts for Portions of the Work**

5.2.1 Change this Subparagraph to read as follows:

Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, prior to award of the Contract by the Owner, shall furnish in writing to the Owner through the Prime Professional, the names, classifications, and COR #'s of Sub-Contractors over Fifty Thousand Dollars ($50,000.00) (as well as entities who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such list shall also include any Mechanical, Plumbing, or Electrical Sub-Contractor as listed on Proposal Form regardless of amount. Within 7 days of receipt of the information, the Prime Professional shall notify the Contractor whether the Owner or the Prime Professional (1) has reasonable objection to any such proposed Sub-Contractor or entity based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 7-day period shall constitute notice of no reasonable objection. Where a Project involves a Mississippi Landmark or a building and/or site potentially eligible for such designation, the Contractor shall also furnish documentation that all Sub-Contractors, regardless of Sub-Contract amount, have at least the minimum number of years of successful experience specified by the Prime Professional in work on previous projects involving State or National Landmarks of similar type, scale and complexity and that all key personnel to be utilized to perform the Work are experienced craftsmen with not less than five (5) years of experience.

5.2.2 Change this Subparagraph to read as follows:

The Contractor shall not contract with a proposed Sub-Contractor or entity to whom the Owner or Prime Professional has made reasonable and timely objection. Other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Only where the listed Mechanical, Plumbing, or Electrical Sub-Contractor has (1) closed their business (2) entered into bankruptcy or (3) refuses to enter into a contract with the Contractor will substitution of such Sub-Contractor be permitted prior to the execution of the Agreement Between the Owner and Contractor. Substitution for refusal to enter into contract shall not be permitted if the reason for such refusal is due to unilateral reduction by Contractor of such Sub-Contractor's bid price.

5.2.3 Change this Subparagraph to read as follows:

If the Owner or Prime Professional has reasonable objection to a Sub-Contractor or entity proposed by the Contractor, other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall propose another to whom the Owner or Prime Professional has no reasonable objection. Neither the Contract Sum nor Contract Time may be increased or decreased due to any change in Sub-Contractor or entity. Failure of Contractor to identify Sub-Contractors or entities to whom the Owner and Prime Professional have no reasonable objections within 10 working days of initial submission shall result in the bid or proposal being deemed non-responsible at which time the Owner may elect to award to the next lowest responsive, responsible bidder or resolicit the project.

5.2.4 Change this Subparagraph to read as follows:

Following the execution of the Agreement Between the Owner and Contractor, the Contractor shall not substitute a Sub-Contractor or entity for one previously selected if the Owner or Prime Professional makes reasonable objection to such substitution. In no case shall substitution of Mechanical, Plumbing or Electrical Sub-Contractors be permitted except where such Sub-Contractor has (1) closed their business (2) entered into bankruptcy (3) becomes in arrears or (4) becomes involved in an ongoing dispute with the Contractor related to the Sub-Contractor's execution, workmanship, or timely performance of their potion of the Work.

Article 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

6.3 Change the word "*Architect*" to "*Prime Professional*".

Article 7
CHANGES IN THE WORK

7.2 **Change Orders**

7.2.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

7.2.2 Add a new Subparagraph as follows:

The maximum mark-up 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 Sub-Contractors and Sub-Sub-Contractors shall acquiesce to the same requirements when participating in a Change Order.

7.3 **Construction Change Directives**

7.3.4 Change the word "*Architect*" to "*Prime Professional*".

7.3.4.1 Change the word "*Architect*" to "*Prime Professional*".

7.3.6 Change this Subparagraph to read as follows:

Upon receipt of a Construction Change Directive signed by the Prime Professional and the Owner, the Contractor shall promptly proceed with the change in the Work and advise the Prime Professional of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.7 Change this Subparagraph to read as follows:

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall become effective once signed by the Prime Professional and the Owner and will subsequently be incorporated into a Change Order.

7.3.8 Change the word "*Architect*" to "*Prime Professional*".

7.3.9 Change this Subparagraph to read as follows:

Until such time that a Construction Change Directive is recorded as a Change Order, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment.

7.3.10 Change each instance of the word "*Architect*" to "*Prime Professional*".

7.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

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.

8.1.3 Change the word "*Architect*" to "*Prime Professional*".

8.2 **Progress and Completion**

8.2.1 Change this Subparagraph to read as follows:

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and acknowledges that such period includes time for all applicable submittals, selections, reviews, approvals, inspections, meetings, as well as discovery and investigation of any latent conditions.

8.2.2 Change this Subparagraph to read as follows:

The Contractor shall not knowingly commence the Work prior to the date established in the Notice to Proceed or the effective dates of bond and insurance required to be furnished by the Contractor.

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 (1) an act or neglect of the Owner or Prime Professional, of an employee of either, or of a Separate Contractor; (2) by labor disputes, pandemics, acts of terrorism, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions in excess of any weather days otherwise provided for in the Contract Documents that are documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending dispute resolution; or (4) by other causes that the Contractor asserts, and the Owner, in consultation with the Prime Professional determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner, in consultation with the Prime Professional, may determine. Such determination shall take into consideration the critical path of the Work and will be reduced by any float in the Contractor's Construction Schedule that does not affect the overall completion of the Work. Except where such delay is due to suspension by the Owner in accordance with Article 14 or such delay has the effect of stopping all progress of the Work for 14 calendar days or more, the Contract Sum will not be increased for additional general overhead expenses; however, it may be increased for direct expenses directly related to the delay of specific portions of the Work so delayed. Any claim for loss or any delay occasioned by any Sub-Contractor or entity under contract with the Contractor, shall be settled between the Contractor and such other Sub-Contractor or entity.

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 a schedule of values to the Prime Professional, at least 10 working days before the first Application for Payment, a schedule of values allocating the entire Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Prime Professional. This schedule, unless objected to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any subsequent changes to the schedule of values shall be submitted to the Prime Professional and supported by such data to substantiate its accuracy as the Prime Professional may require, and unless

object to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's subsequent 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:
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 Prime Professional's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney. (Code 31-5-33)

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

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

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment in an amount not greater than the documented cost paid by the Contractor for ~~on~~ materials stored at some location other than the Project site, may be approved by the Prime Professional 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 Prime Professional of the materials stored off-site prior to release of payment. Where the storage location is greater than 50 miles of the building site, the Contractor shall pay or reimburse reasonable travel costs of the Prime Professional and/or his Consultants for such review.
.7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.

9.4 **Applications for Payment**

9.4.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

9.4.2 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

9.5 **Decisions to Withhold Certification**

9.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

9.5.1.7 Delete the word "*repeated*" from this Clause.

9.5.2 Change the word "*Architect*" to "*Prime Professional*".

9.5.3 Delete this Subparagraph in its entirety.

9.5.4 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6 **Progress Payments**

9.6.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

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

The Contractor shall pay each Sub-Contractor and material supplier, in accordance with Section 31-5-27 of the Mississippi Code 1972, Annotated, in proportion to the percentage of work completed by each less applicable retainage.

9.6.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6.4 Change the word "*Architect*" to "*Prime Professional*".

9.6.9 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Sub-Contractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor.

9.6.9.1 Add a new Clause to Subparagraph 9.6.9 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 Prime Professional indicating payments to subcontractors on prior payment request.

9.6.10 Add a new Subparagraph as follows:

The Owner agrees to make payment in accordance with Mississippi Law on "Time for full and final payment to contractors; exemptions; monthly submission by contractors of proof of payment to subcontractors", Section 31-5-25 of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of when they are due and payable. Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

9.7 **Failure of Payment**

Change this Paragraph to read as follows:

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

9.8 **Substantial Completion**

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

In order to be considered occupiable or utilizable by the Owner, all life safety systems must be operable and tested and the commissioning requirements for the Work or designated portion thereof must be complete except for thermographs of electrical systems, trend log monitoring, seasonal testing, near-warranty end activities and verification of training sessions.

9.8.3 Change this Subparagraph to read as follows:

Upon receipt of the Contractor's list, the Prime Professional will promptly visit the site to determine whether the Work or designated portion thereof is substantially complete. If, in the opinion of the Prime Professional, the Work or designated portion thereof is not substantially complete, the Prime Professional will not proceed with inspection and the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised list and request for inspection when these reasons have been resolved.

9.8.4 Change this Subparagraph to read as follows:

When the Work or designated portion thereof is substantially complete and affirmed by the Owner, the Prime Professional 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 punch list accompanying the Certificate. Unless otherwise provided in the Contract Documents, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.9 **Partial Occupancy or Use**

9.9.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.9.2 Change the word "*Architect*" to "*Prime Professional*".

9.10 **Final Completion and Final Payment**

9.10.1 Change this Subparagraph and add the associated Clauses 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 Prime Professional.

1. *Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance by the Owner, the Prime Professional will promptly visit the site and assess the state of the Work to determine if it is ready for final inspection by the Owner. If, in the Prime Professional's judgment, the Work is not ready for final inspection, the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised request for final inspection when these reasons have been resolved.*

2. *Once the Prime determines the Work is ready for final inspection, the Prime Professional will call for final inspection of the 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 final punch list furnished to all parties.*
4. *Once corrections of all final punch list items have been confirmed by the Prime Professional, the Prime Professional 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 Prime

Professional (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. The final payment will be reduced by the value of any amounts assessed to the Contractor per Section 2.5 Owner's Right to Carry Out the Work, Section 6.3 Owners Right to Clean Up, or Section 9.11 Liquidated Damages where such amounts have not been reconciled by a Change Order per Section 7.2 prior to final acceptance unless such amounts have been resolved via separate agreement(s) between the Owner and the Contractor.

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 be assessed by 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. The Contractor and his Surety acknowledge that losses to the Owner caused by the delay of the Contractor are not readily ascertainable and that the amount estimated per day and established as liquidated damages is reasonable and not a penalty.

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 Sub-Contractor, a Sub-Sub-Contractor, 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. The Contractor may make a Claim for the cost to remedy the damage or loss attributable to acts or omissions of the Owner or Prime Professional and not attributable to the fault or negligence of the Contractor. Where damage or loss is insured under property insurance required by the Contract Documents, the Contractor shall promptly report, file and facilitate the claim process so as to minimize any impacts on the timely completion of the Work. 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 Insurance and Bonds**

11.1.1 Add a sentence to the end of this Subparagraph as follows:

Insurance shall be purchased to protect the Contractor from claims set forth below for not less than the limits of liability specified below or required by law, whichever coverage is greater, which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Add new Clauses as follows:

.1 GENERAL LIABILITY:
Commercial General Liability
(Including XCU)

General Aggregate	*$*	*1,000,000.00 Aggregate*
Products & Completed Operations	*$*	*1,000,000.00 Aggregate*
Personal & Advertising Injury	*$*	*500,000.00 Per Occurrence*
Bodily Injury & Property Damage	*$*	*1,000,000.00 Per Occurrence*
Fire Damage Liability	*$*	*50,000.00 Per Occurrence*
Medical Expense	*$*	*5,000.00 Per Person*

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

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

.3 AUTOMOBILE LIABILITY:
(Owned, Non-owned & Hired Vehicles)
Contractor Insurance Option Number 1:

Bodily Injury & Property Damage	*$*	*500,000.00 Per Occurrence*
(Combined Single Limit)		
Contractor Insurance Option Number 2:		
Bodily Injury	*$*	*250,000.00 Per Person*
Bodily Injury	*$*	*500,000.00 Per Accident*
Property Damage	*$*	*100,000.00 Per Occurrence*

.4 EXCESS LIABILITY:
(Umbrella on projects over $500,000)

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

.5 WORKERS' COMPENSATION:
(As required by Statute)
EMPLOYERS' LIABILITY:

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

.6 PROPERTY INSURANCE:

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

11.1.5 Add a new Subparagraph to read as follows:

Insurance shall be maintained without interruption from the date of commencement of the Work until the date of final payment

unless otherwise noted on the Certificate of Substantial Completion.

11.1.6 Add a new Subparagraph to read as follows:

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to final execution of the Contract and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Information concerning reduction of coverage on account of revised limits or clams paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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.

11.1.8 Add a new Subparagraph as follows:

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

11.1.9 Add a new Subparagraph 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.

11.2 **Owner's 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.

11.2.1 Delete this Subparagraph in its entirety.

11.2.2 Delete this Subparagraph in its entirety.

11.2.3 Delete this Subparagraph in its entirety.

11.3 **Waivers of Subrogation**

11.3.1 Delete this Subparagraph in its entirety.

11.3.2 Delete this Subparagraph in its entirety.

11.5 **Adjustment and Settlement of Insured Loss**

11.5.1 Delete this Subparagraph in its entirety.

11.5.2 Delete this Subparagraph in its entirety.

Article 12
UNCOVERING AND CORRECTION OF WORK

12.1 **Uncovering of Work**

12.1.1 Change each instance of the word "*Architect's*" to "*Prime Professional's*", change the word "*Architect*" to "*Prime Professional*", and add the words "*or Contract Sum*" at the end of this sentence.

12.1.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

12.2 **Correction of Work**

12.2.1 Change the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

12.2.2.1 Change the word "*Architect*" to "*Prime Professional*".

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.

13.3 **Rights and Remedies**

13.3.2 Change the word "*Architect*" to "*Prime Professional*".

13.4 **Tests and Inspections**

13.4.1 Change each instance of the word "*Architect*" to "*Prime Professional and Commissioning Authority Professional*".

13.4.2 Change the first two instances of the word "*Architect*" to "*Prime Professional*" and the second two instances of the word "*Architect*" to "*Prime Professional and Commissioning Authority Professional*".

13.4.3 Change the word "*Architect*" to "*Prime Professional's and Commissioning Authority Professional's*".

13.4.5 Change each instance of the word "*Architect*" to "*Prime Professional and/or the Commissioning Authority Professional*".

13.5 Delete this Paragraph in its entirety.

Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 **Termination by the Contractor**

14.1.1.3 Change the word "*Architect*" to "*Prime Professional*".
14.1.1.4 Delete this Clause in its entirety.

14.1.3 Change the word "*Architect*" to "*Prime Professional*".

14.1.4 Change the word "*Architect*" to "*Prime Professional*".

14.2 **Termination by the Owner for Cause**

14.2.1.1 Delete the word "*repeatedly*" from this Clause.

14.2.1.3 Delete the word "*repeatedly*" from this Clause.

14.2.1.3 Delete the word "or" from this Clause.

14.2.1.4 Change the period to a semi-colon and add the word "*or*" to this Clause.

14.2.1.5 Add a new Clause as follows:

fails to achieve Substantial Completion of the Project within the time limits established by the Contract Documents.

14.2.2 Change the word "*Architect*" to "*Prime Professional*" and change the words "*certification by*" to "*advice of*".
14.2.4 Change the word "*Architect's*" to "*Prime Professional's*".

Article 15
CLAIMS AND DISPUTES

15.1 **Claims**

15.1.2 Change this Subparagraph to read as follows:

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

15.1.3.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

15.1.4 Change this Subparagraph to read as follows:

Where both the Owner and the Contractor concur with the Initial Decision Maker's decision, the Contract Sum and Contract Time shall be adjusted in accordance with Article 7 and the Prime Professional will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

15.1.7 Delete this Subparagraph in its entirety.

15.2 **Initial Decision**

15.2.1 Change this Subparagraph to read as follows:

Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Prime Professional 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.

15.2.2 Change the words "*approve the Claim*" to "*recommend approval of the Claim to the Owner*".

15.2.4 Change the words "*reject or approve the Claim*" to "*recommend rejection or approval of the Claim to the Owner*".

15.2.5 Change the Subparagraph to read as follows:

The Initial Decision Maker will render an initial decision to recommend approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision recommendation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Prime Professional, if the Prime Professional is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. Where the Owner concurs with the recommendation it is 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.

15.3.3 Delete this Subparagraph in its entirety.

15.3.4 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.

15.4.2 Delete this Subparagraph in its entirety.

15.4.3 Delete this Subparagraph in its entirety.

15.4.4 Delete this Subparagraph in its entirety.

15.4.4.1 Delete this Clause in its entirety.

15.4.4.2 Delete this Clause in its entirety.

15.4.4.3 Delete this Clause in its entirety.

15.5 Add a new Paragraph as follows:

Arbitration Procedures for the Owner

All matters of dispute arising out of any agreement with the Owner or Owner's Board 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 Owner or Owner's Board 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 and Clauses 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/Head of the Owner 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 Director or Head of Owner or Owner's Board. 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 Director or Head of Owner or Owner's board, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Executive Director / Director of Owner or Owner's Board. 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 / Director or Head of Owner or Owner's Board. One (1) member shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.

15.5.4 Add a new Subparagraph as follows:

Hearings

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

15.5.5 Add a new Subparagraph as follows:

Awards

Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall 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 / Director / Head of Owner or Owner's Board.

MINORITY PARTICIPATION
SECTION 00 7339

PART 1 – PARTICIPATION FORM

1.01 GENERAL

The Contractor will submit the following form within seven (7) days from the Notice to Proceed:

OWNER
Address
Phone

Minority Tracking or Participation Form
February 2003

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

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

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

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

Project Name and Number: _____

General Contractor: (Name) _____

Check the Following Appropriate Box

☐ **There are NO minority participants included in this bid proposal.**

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

List minority participants and their discipline/responsibility per the above or per Construction Specification Institution (CSI) forty-eight (48) divisions.

Name: _____

Division: _____

Amount $ _____

Name: _____

Division: _____

Amount $ _____

Name: _____

Division: _____

Amount $ _____

Name: _____

Division: _____

Amount $ _____

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Division: _____

Amount $ _____

End of Form

LABOR REQUIREMENTS
SECTION 00 7343

PART 1 - EQUAL OPPORTUNITY

1.01 **GENERAL**

The Contractor will maintain policies of employment as follows:

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

B. The Contractor and all Subcontractors will, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants receive consideration for employment without regard to race, religion, color, sex, national origin or age.

PART 2 – FEDERAL REQUIREMENTS

2.01 APPLICABILITY

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

PART 3 - WAGE RATES

3.01 GENERAL

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

SPECIAL CONDITIONS
SECTION 00 8000

PART 1 - PERFORMANCE INFORMATION

N/A

PART 2 – GRANT CONDITIONS

N/A

PART 3 – OTHER CONDITIONS

N/A

ADDENDA
SECTION 00 9000

1.01 **ADDENDA**

Any Addendum issued on this Project will be included in Section 00 9000 and become a part of the *Standard Form of Agreement Between the Owner and Contractor.*