

 **AIA® Document A101™ – 2007****Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the Eighteenth (18th) day of November in the year Two Thousand Fifteen (2015)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Tupelo Public School District
Dr. Gearl Loden, Superintendent
Post Office Box 557
72 South Green Street (38804)
Tupelo, Mississippi 38802-0557
Telephone Number: (662) 841-8850
Fax Number: (662) 841-8887

and the Contractor:

(Name, legal status, address and other information)

Burton Builders, Inc.
Post Office Box 638
55 Highway 366 East (38827)
Belmont, Mississippi 38827-0638
Telephone Number: (662) 454-9757
Fax Number: (662) 454-3739

for the following Project:

(Name, location and detailed description)

Tupelo Public School District
Early Childhood Education Center Classroom Building
Tupelo, Mississippi
Pryor & Morrow Project Number 2015508
Project Location: Martin Luther King, Jr., Early Childhood Education Center, 1402 North Green Street, Tupelo, Mississippi 38804
Project Description: The project consists of the design of an addition to the Martin Luther King, Jr., Early Childhood Education Center for the Tupelo Public School District.

The Architect:

(Name, legal status, address and other information)

Pryor & Morrow Architects and Engineers, P.A.
Post Office Box 7066
1150 South Green Street, Building 1, Suite F (38804)
Tupelo, Mississippi 38802-7066
Telephone Number: (662) 840-8062
Fax Number: (662) 840-8092

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Not applicable.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three hundred sixty (360) calendar days from the date of commencement. ~~or as follows:~~

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work
Not applicable.

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Owner will deduct \$300.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Forty Thousand Dollars and Zero Cents (\$2,040,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

(1) Alternate Number 1 (additive): Add two (2) classrooms and their associated components as indicated.

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
(1) Unit Price Number 1: For additional excavation and fill.	Per cubic yard	\$15.00

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
(1) Allowance for latent conditions	\$30,000.00
(2) Allowance for purchase and delivery of face brick	\$450.00 per thousand
(3) Allowance for purchase of Best cylinders and cores keyed to the Owner's specifications and installation of permanent cores by Best representatives	Base Bid: \$2,640.00 Alternate Number 1: \$960.00
(4) Allowance for purchase and delivery of finish hardware	Base Bid: \$30,000.00 Alternate Number 1: \$8,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. ~~or as follows:~~

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User Notes:

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~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.~~

The Contractor's Applications for Payment shall be submitted on or before the twenty-fifth (25th) day of each month. Any application not submitted on or before this date may not be processed or certified until the following month. Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the certified Application for Payment from the Architect. Payment shall not be considered late until thirty (30) days after the Owner's receipt of the certified Application for Payment from the Architect.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage shall be five percent (5.00%) of the contract sum. Until final payment, the Owner will pay ninety-five percent (95.00%) of the amount due the Contractor on account of progress payments. Retainage may be reduced on public projects (as defined by the Mississippi Code Annotated § 31-3-1) in accordance with the provisions of the Mississippi Code Annotated § 31-5-33. On private projects, retainage will not be reduced prior to final payment.

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§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment. ~~or as follows:~~

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

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Legal prevailing rate.

§ 8.3 The Owner's representative:
(Name, address and other information)

Andy Cantrell
Director of Operations
Tupelo Public School District
Post Office Box 557
72 South Green Street (38804)
Tupelo, Mississippi 38802-0557
Telephone Number: (662) 841-8853
Fax Number: (662) 841-8887

§ 8.4 The Contractor's representative:
(Name, address and other information)

Tim Burton
President
Burton Builders, Inc.
Post Office Box 638
55 Highway 366 East (38827)
Belmont, Mississippi 38827-0638
Telephone Number: (662) 454-9757
Fax Number: (662) 454-3739

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Any provisions related to mediation and arbitration are stricken in their entirety from this agreement and from any other documents related to this project.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual	Tupelo Public School District, Early Childhood Education Center Classroom Building	September 24, 2015	Sections 00100 - 01780

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§ 9.1.4 The Specifications:
 (Either list the Specifications here or refer to an exhibit attached to this Agreement.)
 Title of Specifications exhibit: Exhibit "A"

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
 (Either list the Drawings here or refer to an exhibit attached to this Agreement.)
 Title of Drawings exhibit: Exhibit "B"

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
(1) Addendum Number 1	October 5, 2015	Three (3)
(2) Addendum Number 2	October 22, 2015	Seventy-one (71)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

 Electronic communications between the Owner, the Architect, the Contractor, the Owner’s consultants (if any), and the Architect’s consultants (if any) are considered to be official communications for the duration of this project.
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

 (1) Exhibit "C": Contractor’s Proposal Form/Bid Package

ARTICLE 10 INSURANCE AND BONDS

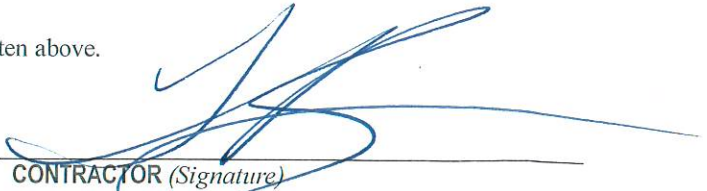
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Refer to Section 00800 – Supplementary Conditions in the Project Manual and to Item Numbers 2 and 3 on Addendum Number 1 issued October 5, 2015.	

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

OWNER *(Signature)*

Dr. Gearl Loden, Superintendent
(Printed name and title)



CONTRACTOR *(Signature)*

Tim Burton, President
(Printed name and title)

Init.

EXHIBIT "A"

2015508 – Tupelo Public School District, Early Childhood Education Center Classroom Building

SECTION 00010 TABLE OF CONTENTS

INTRODUCTORY INFORMATION

Section 00001	Title Page
Section 00005	Consultant List
Section 00010	Table of Contents
Section 00015	Drawing Index

BIDDING REQUIREMENTS

Section 00100	Advertisement for Bids
Section 00200	Instructions to Bidders
Section 00250	Pre-Bid Meeting
Section 00320	Geotechnical Report
Section 00400	Proposal Form

CONTRACT REQUIREMENTS

Section 00500	Agreement
Section 00610	Bonds
Section 00620	Insurance
Section 00700	General Conditions
Section 00800	Supplementary Conditions
Section 00900	Addenda
Section 00940	Modifications

DIVISION 1 – GENERAL REQUIREMENTS

Section 01110	Summary of Work
Section 01140	Work Restrictions
Section 01180	Project Utilities
Section 01210	Allowances
Section 01230	Alternates
Section 01270	Unit Prices
Section 01290	Payment Procedures
Section 01290A	Affidavit of Subcontractor Payment
Section 01291	Weather Delays
Section 01320	Construction Progress Documentation
Section 01330	Submittal Procedures
Section 01410	Regulatory Requirements
Section 01520	Construction Facilities
Section 01560	Temporary Construction Fence (Chain Link)
Section 01562	Temporary Construction Fence (Plastic)
Section 01580	Project Identification
Section 01630	Product Substitution Procedures
Section 01730	Execution

EXHIBIT "A"

2015508 – Tupelo Public School District, Early Childhood Education Center Classroom Building

Section 01740 Cleaning
Section 01750 Starting and Adjusting
Section 01775 Warranty
Section 01780 Closeout Submittals

DIVISION 2 – SITE CONSTRUCTION

Section 02220 Demolition
Section 02230 Site Clearing
Section 02310 Site Grading
Section 02315 Excavation and Fill
Section 02360 Termite and Insect Control
Section 02370 Erosion and Sediment Control
Section 02630 Storm Drainage System
Section 02635 Downspout Boots
Section 02710 Asphaltic Concrete Paving
Section 02920 Landscape Grading
Section 02924 Sodding

DIVISION 3 – CONCRETE

Section 03100 Concrete Formwork
Section 03200 Concrete Reinforcing
Section 03300 Cast-In-Place Concrete

DIVISION 4 – MASONRY

Section 04060 Mortar and Grout
Section 04081 Masonry Reinforcement and Accessories
Section 04082 Masonry Reinforcement and Accessories
Section 04210 Brick Masonry Units
Section 04220 Concrete Masonry Units
Section 04720 Cast Stone

DIVISION 5 – METALS

Section 05120 Structural Steel
Section 05210 Steel Joists
Section 05310 Steel Roof Deck
Section 05311 Steel Floor Deck
Section 05500 Metal Fabrications
Section 05510 Metal Ladders
Section 05810 Expansion Joint Cover Assemblies

DIVISION 6 – WOOD AND PLASTICS

Section 06100 Rough Carpentry
Section 06270 Utility Shelving
Section 06411 Cabinets: Euro-Style Plywood
Section 06414 Coat Racks and Cubbies

EXHIBIT "A"

2015508 – Tupelo Public School District, Early Childhood Education Center Classroom Building

Section 06415 Plastic Laminate Countertops

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section 07110 Dampproofing
Section 07210 Building Insulation
Section 07221 Isocyanurate Roof Insulation
Section 07229 Water-Resistant Gypsum Roof Board
Section 07240 Exterior Insulation and Finish System
Section 07262 Vapor Retarder (15 Mil)
Section 07540 Thermoplastic Membrane Roofing
Section 07552 BASF Seamless Silicone/Polyurethane Insulated Roof System for Built-Up Roof
Section 07720 Roof Accessories
Section 07840 Penetration Seals (Fire Protection)
Section 07920 Joint Sealant

DIVISION 8 – DOORS AND WINDOWS

Section 08110 Steel Frames
Section 08150 Special Swinging Fire Door Assemblies
Section 08210 Flush Wood Doors
Section 08410 Aluminum Entrances and Storefronts
Section 08710 Door Hardware
Section 08810 Glass

DIVISION 9 – FINISHES

Section 09110 Metal Stud Framing System
Section 09120 Suspended Gypsum Board Ceilings
Section 09250 Gypsum Board
Section 09310 Ceramic Tile
Section 09510 Acoustical Ceilings
Section 09650 Vinyl Composition Tile
Section 09655 Rubber Base
Section 09910 Paint

DIVISION 10 – SPECIALTIES

Section 10115 Marker Boards
Section 10210 Wall Louvers
Section 10420 Plaques
Section 10440 Interior Signage
Section 10520 Fire Extinguishers
Section 10530 Aluminum Awnings and Walkway Covers
Section 10810 Restroom Accessories

DIVISION 11 – EQUIPMENT

NONE

EXHIBIT "A"

2015508 – Tupelo Public School District, Early Childhood Education Center Classroom Building

DIVISION 12 – FURNISHINGS

Section 12490 Mini-Blinds

DIVISION 13 – SPECIAL CONSTRUCTION

Section 13281 Removal of Asbestos-Containing Materials
Section 13915 Fire Suppression Piping (Alternate No. 2 Only)

DIVISION 14 – CONVEYING SYSTEMS

NONE

DIVISION 15 – MECHANICAL

Index	Mechanical Specifications
Section 15050	Basic Mechanical Materials and Methods
Section 15060	Hangers and Supports
Section 15075	Mechanical Identification
Section 15081	Duct Insulation
Section 15083	Pipe Insulation
Section 15110	Valves
Section 15122	Meters and Gages
Section 15140	Domestic Water Piping
Section 15150	Sanitary Waste and Vent Piping
Section 15183	Refrigerant Piping
Section 15190	Fuel Gas Distribution
Section 15194	Fuel Gas Piping
Section 15410	Plumbing Fixtures
Section 15415	Drinking Fountains and Water Coolers
Section 15430	Plumbing Specialties
Section 15485	Electric, Domestic Water Heaters
Section 15732	Packaged Air Conditioners
Section 15739	Ductless Split-System Air-Conditioning Units
Section 15785	Air-To-Air Energy Recovery Units
Section 15815	Metal Ducts
Section 15820	Duct Accessories
Section 15838	Power Ventilators
Section 15855	Diffusers, Registers, and Grilles
Section 15861	Air Filters
Section 15900	HVAC Instrumentation and Controls
Section 15950	Testing, Adjusting, and Balancing
Section 15960	Mechanical Commissioning

DIVISION 16 – ELECTRICAL

Index	Electrical Specifications
Section 16050	Basic Electrical Materials and Methods
Section 16060	Grounding and Bonding
Section 16120	Conductors and Cables

EXHIBIT "A"

2015508 – Tupelo Public School District, Early Childhood Education Center Classroom Building

Section 16130 Raceways and Boxes
Section 16140 Wiring Devices
Section 16199 Surge Protection Device (SPD)
Section 16410 Enclosed Switches and Circuit Breakers
Section 16442 Panelboards
Section 16511 Interior Lighting
Section 16721 Addressable Fire Alarm System
Section 16725 Intercom and Bell System
Section 16726 Voice and Data Systems
Section 16727 Closed Circuit Television
Section 16741 Communications Systems
Section 16800 Electrical Systems Commissioning

APPENDIX

Appendix "A" Contractor's Verification of Background Check for Employees and Subcontractors

END OF SECTION

EXHIBIT "B"

2015508 – Tupelo Public School District, Early Childhood Education Center Classroom Building

SECTION 00015 DRAWING INDEX

General

G0.1 Title Sheet

Civil

C1.0 Existing Topography and Demolition Plan
C1.1 Base Bid Erosion Control Plan
C1.2 Base Bid Grading Plan
C1.3 Base Bid Drainage and Utility Plan
C1.4 Base Bid Site Layout Plan
C1.5 Alternate 1 Erosion Control Plan
C1.6 Alternate 1 Grading Plan
C1.7 Alternate 1 Drainage and Utility Plan
C1.8 Alternate 1 Site Layout Plan
C1.9 Alternate 2 Erosion Control Plan

C2.0 Alternate 2 Grading Plan
C2.1 Alternate 2 Drainage and Utility Plan
C2.2 Alternate 2 Site Layout Plan

C3.0 Miscellaneous Details 1

SK1.1 Temporary Construction Fence

Structural

S1.0 Symbols / Abbreviations / Design Criteria / General Notes
S1.1 Structural Notes (Continued)
S1.2 Quality Assurance Program
S1.3 Rebar Bed Schedule / Deck Details / Base Plate Details
S1.4 CMU Schedules and Standard Section
S1.5 Construction Details and Schedule
S1.6 Deck Framing Details

S2.0 Foundation Plan

S3.0 Roof Framing Plan
S3.1 Storage Room / Corridor Ceiling Slab Framing Plan

S4.0 Foundation Sections
S4.1 Pipe Penetration Details

S5.0 Framing Sections

S5.1 Framing Sections

S5.2 Framing Sections

Architectural

D1.0 Demolition Sheet

A1.0 Life Safety Plan

A1.1 Wall Type Plan

A1.2 Base Bid

A1.3 Base Bid + Add Alternate 1

A1.4 Base Bid + Add Alternate 2

A1.5 Reflected Ceiling Plan

A1.6 Roof Plan

A1.7 Roof Plan

A2.1 Elevations

A3.1 Building Sections

A3.2 Building Sections

A3.3 Wall Sections

A3.4 Corridor Sections

A3.5 Corridor Sections

A3.6 Corridor Sections

A3.9 Wall Details

A4.1 Enlarged Toilet Plans and Interior Elevations

A4.2 Classroom Cabinet Elevations and Details

A4.3 Storage Shelving Elevations

A5.1 Door and Window Schedule

A5.2 Room Finish Schedule

A5.3 Door and Window Details

A5.4 Roof Details

A5.5 Details

A5.6 Dumpster Details

Mechanical

M0.1 Mechanical Legends

M0.2 Mechanical Schedules

M0.3 Mechanical Schedules

M0.4 Mechanical Schedules

M0.5 Mechanical Schedules

EXHIBIT "B"

2015508 – Tupelo Public School District, Early Childhood Education Center Classroom Building

M0.6	Mechanical Schedules	P4.1	Plumbing Details
M1.0	Natural Gas Site Plan		
M1.1	Mechanical Plan (Base Bid)		
M1.2	Mechanical Plan (Alternate No. 1)		
M1.3	Mechanical Plan (Alternate No. 2)		
M1.4	Mechanical Plan (Base Bid)		
M1.5	Mechanical Plan (Alternate No. 1)		
M1.6	Mechanical Plan (Alternate No. 2)		
M2.1	Mechanical Elevations		
M3.1	Mechanical Schematics		
M3.2	Mechanical Schematics		
M4.1	Mechanical Details		
M4.2	Mechanical Details		
M4.3	Mechanical Details		
	<u>Plumbing</u>		
P0.1	Plumbing Legend and Schedules		
P1.1	Plumbing Plan		
			<u>Fire Protection</u>
			FP1.1 Fire Protection Plan
			<u>Electrical</u>
		E0.1	Electrical Details, Schedules, and Legend
		E0.2	Electrical Details
		E0.3	Electrical Power Riser Diagram and Schedules
		E0.4	Electrical Schedules
		E0.5	Lighting Control Schematic Plan
		E1.0	Site Plan – Electrical
		E1.1	Floor Plan – Power
		E1.2	Roof Plan – Electrical
		E1.3	Overall Floor Plan – Electrical
		E2.1	Floor Plan – Lighting
		E3.1	Floor Plan – Systems

END OF SECTION



BURTON BUILDERS, INC.

P.O. Box 638
55 Highway 366 East
Belmont, MS 38827

BID ENCLOSED

Tupelo Public School District
P.O. Box 557
Tupelo, MS 38802-

Bid of:
Burton Builders, Inc.
P.O. Box 638
Belmont, MS 38827
Certificate of Responsibility: 05985-MC

EXHIBIT "C"

2015508 – Tupelo Public School District, Early Childhood Education Center Classroom Building

SECTION 00400
PROPOSAL FORM

Tuesday, October 27, 2015

Certificate of Responsibility Number: 05985-MC

Proposal of: Burton Builders, Inc.

Project: Tupelo Public School District
Early Childhood Education Center
Classroom Building
Tupelo, Mississippi

Owner: Tupelo Public School District
Dr. Gearl Loden,
Superintendent
Post Office Box 557
72 South Green Street (38804)
Tupelo, Mississippi 38802-
0557

The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. 1 Date 10/05/15 Pages: 3 Addendum No. 2 Date 10/22/15 Pages: 71

Addendum No. 2 Date 10/22/15 Pages: 71 Addendum No. Date Pages:

Addendum No. Date Pages: Addendum No. Date Pages:

Having carefully examined the Contract Documents entitled *Tupelo Public School District, Early Childhood Education Center Classroom Building*, prepared by Pryor & Morrow Architects and Engineers, P.A., and dated September 24, 2015, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

BASE BID:

One million six hundred forty three thousand DOLLARS (\$ 1,643,000.00)

ALTERNATES:

ALTERNATE NO. 1: Add two (2) classrooms and their associated components as indicated.

ADD Three Hundred ninety seven thousand DOLLARS (\$ 397,000.00)

ALTERNATE NO. 2: Add four (4) classrooms and their associated components as indicated.

ADD Eight Hundred four thousand DOLLARS (\$ 804,000.00)

EXHIBIT "C"

2015508 – Tupelo Public School District, Early Childhood Education Center Classroom Building

UNIT PRICES:

UNIT PRICE NO. 1: For additional excavation and fill.

\$ 15.00 per cubic yard

Time is an important consideration on the project. The project shall be substantially complete three hundred sixty (360) calendar days from the date of the Notice to Proceed.

The Owner will deduct \$300.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

The listing of subcontractors is a requirement of bidding. The bidder must list the subcontractor for each discipline shown below.

Discipline:

Mechanical (HVAC): Kline

Mechanical (Plumbing): Kline

Electrical: Savannah

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed:  _____

Print Name: Tim Burton MS

Title: President

Address: P.O. Box 638, Belmont, MS 38827

*If the bidder is a corporation, write the State of Incorporation under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION

EXHIBIT "C"

2015508 – Tupelo Public School District, Early Childhood Education Center Classroom Building

SECTION 01270

UNIT PRICES

PART 1 - GENERAL

1.01 PROCEDURES

- A. Purpose of unit prices:
 - 1. To enable the Owner to consider alternative amounts of construction.
 - 2. To allow the possibility of adding to the scope of work of the project in such a manner that the Owner receives the project most beneficial to the Owner for the available funds.
- B. Acceptance or rejection of any unit price item is at the sole discretion of the Owner.
- C. Accepted unit price items shall become a part of the Owner-Contractor Agreement.

1.02 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: For additional excavation and fill.

\$ 15.00 per cubic yard

END OF SECTION

EXHIBIT "C"
THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Burton Builders, Inc.**; P.O. Box 638, Belmont, MS 38827
as Principal, hereinafter called the Principal, and **Fidelity and Deposit Company of Maryland**
a corporation duly organized under the laws of the State of **Maryland**
as Surety, hereinafter called the Surety, are held and firmly bound unto **Tupelo Public School District, Dr. Gearl Loden, Superintendent, PO Box 7066, Tupelo, MS 38802-7066**
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of amount bid**
Dollars(\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for **Tupelo Public School District Early Children Education Center Classroom Building, Tupelo, MS.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **27th** day of **October**, **2015**.

(Witness)

Burton Builders, Inc.
{

(Principal) (Seal)

(Title)
Tim Burton

Fidelity and Deposit Company of Maryland
{

(Surety) (Seal)

(Title)
Melissa S. Rosenbaum, Attorney-in-Fact

Jan Melton
(Witness)

EXHIBIT "C"

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael A. MCDANIEL, Richard H. WHITLEY, James S. BROWN and Melissa ROSENBAUM, all of MEMPHIS, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of May, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 6th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXHIBIT "C"

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27 day of October, 2015.



Geoffrey Delisio

Geoffrey Delisio, Vice President