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## STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE PROFESSIONAL

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

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

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

Business Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

The Professional is a (*Check and complete one of the following*):

- ( ) CORPORATION, INC., PA, LTD, PLLC, or LLC solely organized and existing under the laws of the State of \_\_\_\_\_ and having its principal office in City of \_\_\_\_\_, the County of \_\_\_\_\_, and the State of \_\_\_\_\_.
- ( ) PARTNERSHIP of the following (*List all partners*): \_\_\_\_\_ JOINT VENTURE (*list all joint venture firms*)  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) SOLE PROPRIETORSHIP

For the following Project:

for initial nominal consideration of one dollar (\$1.00) and limited as described in Paragraph 43 to fees, authorized additional services, extra services, and reimbursements within the amount of \$ \_\_\_\_\_ as total project budget which shall not be revised except as authorized by an action of the Owner.

PROFESSIONAL:

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

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

OWNER: BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT

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

\_\_\_\_\_, Director

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

APPROVED AS TO FORM:

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

The Owner and the Professional agree as set forth in pages one through sixteen, Articles one through nine, as follows:

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**TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND PROFESSIONAL**  
**ARTICLE 1: PROFESSIONAL COMPENSATION**

**1.1 FEE**

1.1.1 For the Professional's basic services as described in Subparagraph 2.1.1, the fee shall be a percentage of the project cost. The fee classification is indicated in Subparagraph 6.1.1.

1.1.2 The Professional may provide additional services beyond the basic services and those additional services and their compensation are indicated in Paragraph 1.3.

1.1.3 When the Professional is called upon to provide extra services as described in Paragraph 6.4, the compensation shall be fixed at the fee indicated in Paragraph 1.4.

**1.2 BASIC SERVICES - PERCENTAGE OF CONSTRUCTION COST**

1.2.1 Compensation for basic services shall be a percentage of construction cost based on each awarded Construction Contract for which the Professional provides services and in accordance with Article 6.

**1.3 ADDITIONAL SERVICES**

1.3.1 \_\_\_ The Project does not include any additional services which will require an additional fee.

\_\_\_ The Project includes additional services listed in Subparagraph 2.1.2. In addition to the basic services fee, an additional fee for each service shall be indicated as follows:

1.3.2 For:

**1.4 EXTRA SERVICES**

1.4.1 In special cases, fees shall be paid to the Professional for extra services as described in Paragraph 6.4 and shall be in addition to the basic services fee as follows:

1.4.2 Principal's time at a fixed rate of Seventy-Five Dollars (\$75.00) per hour. For the purposes of this *Agreement*, the principals are:

1.4.3 Employee's time computed at a multiple of two and one half (2 1/2) times the employee's direct personnel expense as defined in Paragraph 6.6.

1.4.4 Additional services performed by Consultants at the amount billed to the Professional computed in accordance with Subparagraphs 1.4.2 and 1.4.3.

**1.5 REIMBURSEMENTS**

1.5.1 As approved by the Owner, reimbursements to the Professional shall be made for the following during the course of the Project and in accordance with referenced paragraphs.

1.5.2 Reimbursement shall be made for Asbestos Inspection/Sampling Testing outlined in Subparagraph 2.8.4.

1.5.3 Reimbursement shall be made for Contract Documents for bidding and actual construction purposes as outlined in Subparagraphs 2.4.3, 3.3.1, 3.3.2 and 3.3.4.

1.5.4 Reimbursement shall be made for permanent reproducible transparencies as outlined in Subparagraphs 2.6.12 and 3.3.3.

1.5.5 Reimbursement shall be made for printing and for the electronic submittals as outlined in Subparagraphs 2.5.5, 2.6.12 and 3.3.

**ARTICLE 2: PROFESSIONAL'S SERVICES AND RESPONSIBILITIES**

**2.1 SERVICES**

2.1.1 The Professional's basic services shall consist of Paragraphs 2.2 and 2.7 and the phases listed and marked below. Any phase listed but not marked shall not be part of the basic services.

- Analysis/Inspection/Schematic Phase described in Paragraph 2.3
- Construction Document Phase described in Paragraph 2.4
- Bidding Phase described in Paragraph 2.5
- Construction Phase described in Paragraph 2.6
- Asbestos Abatement described in Paragraph 2.8
- Perform services under the direction of a Manager described in Paragraph 3.4.

2.1.2 The Professional shall provide additional services as listed and marked below. Any phase listed but not marked shall not be an additional service to the *Agreement*.

\_\_\_\_\_

\_\_\_\_\_

2.1.3 The Professional's basic services listed in Subparagraph 2.1.1 shall include consulting services listed below and meeting requirements of Subparagraph 2.7.1 and 300.4 of Owner Procedure Manual. Any consultant listed but not marked shall not be a consultant to this *Agreement*.

|                     |                              |
|---------------------|------------------------------|
| Consulting Service: | Services to be Performed by: |
| _____               | _____                        |
| _____               | _____                        |

**2.2 TIME**

2.2.1 The Professional shall perform services as expeditiously as is consistent with Professional skill and care and the orderly progress of the Work. The Professional shall submit for the Owner's approval, as soon as possible after execution of this *Agreement*, a *Schedule of Performance* of services. This *Schedule* may be adjusted as the Project proceeds and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This *Schedule*, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Professional. The Initial Meeting Date referenced below is the latter of the Pre-Design Conference or the OPR Workshop for the Commissioning Agent, if required, as scheduled by the Owner.

2.2.2 The *Schedule of Performance* described in Subparagraph 2.2.1 shall be as follows:

- .1 Professional services beginning date will be the Initial Meeting Date described above.
- .2 Analysis/Inspection/Schematic Phase described in Paragraph 2.3: \_\_\_\_\_ days from the Initial Meeting Date.
- .3 Construction Document Phase described in Paragraph 2.4: \_\_\_\_\_ days from approval by Owner of the Analysis/Inspection/Schematic Phase.
- .4 Total planning: \_\_\_\_\_ days

2.2.3 The dates for receipt of phases shall be the date the Documents are stamped into the Owner's office if they are in an approved condition. If submittals are rejected, then the clock will continue to run without charge for that time being reviewed by the Owner.

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2.2.4 All time for review of documents by the Owner, which result in an approval with instructions to move to the next phase, shall not be charged to the Professional's days for performing services.

### 2.3 ANALYSIS/INSPECTION/SCHEMATIC PHASE

2.3.1 The Professional shall consult with the Owner to ascertain the applicable requirements of the Project and shall review the understanding of such requirements with the Owner.

2.3.2 The Professional shall comply with all aspects of the Owner's current document entitled *Roofing Policy for State-owned Facilities* described in Article 10.

2.3.3 The Professional shall inspect each facility and complete the Owner's standard form entitled *Visual Roof Analysis Inspection Form* for each roof. See <http://www.dfa.state.ms.us/Offices/BOB/BOBforms.htm>.

2.3.4 The Professional shall prepare and submit to the Owner a comprehensive written document which defines the Project's scope and the proposed solutions and roofing systems.

2.3.5 The Professional shall prepare and submit to the Owner Schematic Drawings of the concept. The Schematic Drawings shall include, but shall not be limited to:

- .1 Basic design approach drawn at an agreed upon scale
- .2 Graphic description of the proposed roofing system
- .3 Graphic description of the critical details

2.3.6 The Professional shall prepare and submit to the Owner an estimate of probable total Project cost based on proposed square footage and/or cost per square of roofing.

2.3.7 The Professional shall submit to the Owner four (4) copies of each item ascribed in Subparagraphs 2.3.3, 2.3.4, 2.3.5, and 2.3.6 for approval.

2.3.8 The Professional shall show the progress to date, confirm the remainder of the *Schedule of Performance*, and obtain the Owner's written approval of the Analysis/Inspection/Schematic Phase before proceeding with the Construction Document Phase.

### 2.4 CONSTRUCTION DOCUMENT PHASE

2.4.1 Upon approval of the Analysis/Inspection/Schematic Phase by the Owner, the Professional shall prepare and submit to the Owner four (4) copies of working drawings and specifications detailing and prescribing the Work to be accomplished including materials; workmanship; finishes; mechanical and electrical systems; special equipment; general, special, and *Supplementary Conditions* of the *Agreement Between the Owner and the Contractor* and any and all other information required for receiving bids on the Project and subsequent preparation of Shop Drawings and detailed drawings.

2.4.2 After receiving a reviewed copy of the Construction Documents by the Owner, the Professional shall complete the Construction Documents to conform with the review comments and furnish four (4) final copies to the Owner prior to release of Documents for bids.

2.4.3 The Professional shall furnish complete sets of plans, specifications, and other Bid Documents as are necessary for bidding purposes. The actual cost of printing and mailing these Bid Documents shall be paid by the Professional and reimbursed by the Owner, per 3.4. Reimbursement to the Professional by the Owner of printing costs is to assure that an adequate number of plans and specifications shall be available for bidding purposes and thereby resulting in the best possible competitive bids being received by the Owner for the Project. Costs of all plans and specifications, other than for bidding, required for the design process shall be at the expense of the Professional.

2.4.4 The Professional shall prepare and submit to the Owner a detailed Construction Cost Analysis based on a quantity survey. The estimate shall show an escalation projected from the date of the estimate to the projected bid date.

2.4.5 The date for receipt of bids shall be established by the Owner.

2.4.6 The Professional agrees that approval of Drawings and Specifications by any person, body, or agency shall not relieve him of the responsibility for the adequacy, fitness, suitability, correctness of design, and for designing the work in accordance with sound and accepted architectural and engineering practices and in compliance with prevailing building codes, federal and state laws and regulations regarding

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asbestos abatement.

## 2.5 BIDDING PHASE

2.5.1 The Professional, following the Owner's approval of the Abatement Document Phase, shall assist the Owner in obtaining bids and in award and preparation of Construction Contracts.

2.5.2 The Professional shall attend the bid opening and furnish a suitably detailed tabulation sheet for recording the name of the Bidder, the Bidder's *Certificate of Responsibility Number*, Bid Security, Base Bid, Alternate(s), and remarks. The Professional shall furnish sufficient tabulation sheets for all in attendance. Immediately after receipt of bids, the Professional shall submit to the Owner a certified tabulation of all bids received, along with recommendations as to Contract award.

2.5.3 The Professional, following the award of a Construction Contract, shall prepare and submit to the Owner, two (2) copies of updated Construction Documents (plans/specifications). Each copy shall be marked *OFFICIAL CONTRACT DOCUMENTS* and shall include an executed bid Proposal Form, Agreement Form, Contract Bond, Power of Attorney, Certificate of Insurance, all bulletins, Addenda, and supplemental Drawings. One (1) copy shall be retained by the Owner, one (1) copy shall be for the Contractor. Any other contract document guidelines will be distributed to the Professional at the bid opening.

2.5.4 The Professional shall provide for the Owner project data required by the Attorney General's Special Counsel as described in Article 9 and/or any other information required.

2.5.5 The Professional shall, unless waived by the Owner, also submit one electronic format copy of the updated Contract Documents (plans and specifications) in coordination with said Contract Documents in 2.5.3 above. Said electronic submittal to be submitted within thirty (30) days after award by Owner in .pdf format. The actual cost of the electronic media shall be paid by the Owner, with cost approval by the Owner before printing is ordered in accordance with 3.3.

## 2.6 CONSTRUCTION PHASE

2.6.1 The Professional's relationship to the General Contractor shall be set forth in the *General Conditions* or the *Supplemental Conditions* of the *Agreement Between the Owner and the Contractor*, or modified by this *Agreement*. The Professional is responsible for keeping the Owner completely apprised of the Project during the Construction Phase.

2.6.2 The Construction Phase begins with the award and the preparation of the Construction Contract(s). The Construction Phase is concerned with the professional services required to direct the two (2) components of construction - office and field. The Professional services performed for the office component include:

- .1 Complete administration of all Construction Contracts
- .2 Issuing *Certificates for Payment*
- .3 Examining and approving shop drawings and correcting shop drawings when necessary for conformance with the design intent
- .4 Making revisions, corrections, or clarifications in the Contract Documents by bulletins or Change Orders, together with all correspondence and clerical work in connection with bulletins and Change Orders
- .5 Providing sufficient on-site investigation to substantiate any of the above and accepting the completed Project, together with such *Certificates*, *Manuals*, and *Guarantees* as provided in the Contract Documents

2.6.3 The Professional shall collect, maintain and house copies of weekly payrolls from all Contractors and Subcontractors for compliance with the labor standard provisions of the Construction Contract when labor standard provisions are contained in the Contract.

2.6.4 The Professional services performed for the field component comprise on-site inspection by the Professional and/or Consultants to guard against nonconformity of the Work with the Contract Documents and to observe and report on compliance with agreed upon construction schedules. Notwithstanding the above, the Professional shall be responsible for insuring field inspections are made as needed and during the critical phases of construction by the Consultants and the Professional's firm. The Professional shall maintain a log of all visits to the site by the Consultants and the Professional's firm. The Professional shall not be responsible for construction means, methods, techniques, sequence of procedures, or the safety precautions and programs in connection with the work. The Professional may disapprove or reject work as failing to conform to the Contract Documents.

2.6.5 On-site inspections shall be done by a principal of the Professional's firm and/or of each Consultant firm, or a qualified employee of each firm as approved by the Owner. Once a month a written report, including a copy of the visit log described in Subparagraph 2.6.4, shall be submitted apprising the Owner of the progress and condition of the Work. Any additional reports shall be collectively submitted by the Professional.

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2.6.6 The Professional shall be the interpreter of the requirements of the Contract Documents and judge of the performance thereunder of the Contractor. The Professional shall render written interpretations necessary for the proper execution of the Work with reasonable promptness upon written request of either the Owner or the Contractor.

2.6.7 The Professional shall not issue any verbal or written orders for omissions from, additions to, or changes in the Construction Contract until approved in writing by the Owner, or as modified by this *Agreement*.

2.6.8 The Professional shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents and shall have authority to order minor changes in the Work which does not involve an adjustment in the Contract Sum or an extension of the Contract Time and which is not inconsistent with the intent of the Contract Documents.

2.6.9 The Professional shall determine the amounts owed to the Contractor based on inspections at the site and evaluations of the Contractor's applications for payment and will recommend, for the Owner's approval, the issuance of certificates for payment in such amounts as provided in the Contract Documents.

2.6.10 The approval of a *Certificate for Payment* shall constitute a representation by the Professional to the Owner, based on the inspections at the site and on the data comprising the Contractor's application for payment that the Work has progressed to the point indicated; that, to the best of the Professional's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and, that the Contractor is entitled to payment in the amount certified. The issuance of a certificate for payment will not be a representation that the Professional has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract Sum, other than to secure certification under oath that all Materialmen, Laborers, and Subcontractors have been paid by the Contractor.

2.6.11 When the Professional is notified by the Contractor that the Work has been completed and the Project is ready for inspection, the Professional and Consultants shall conduct a semi-final inspection. The Professional and Consultants shall prepare lists of items needing correction. When these items have been corrected by the Contractor, the Professional and all Consultants shall, with a Representative of the Owner present, make the final inspection and shall certify to the best of their knowledge to the Owner completion of the Project in compliance with the Contract Documents. It is the responsibility of the Professional to have representative(s) of Consultants present for the semi-final and final inspection(s).

2.6.12 Upon completion of the Project, the Professional shall furnish corrected documents to conform to the Project as finally constructed and shall deliver to the Owner two (2) sets of record documents. Record documents shall reflect all changes caused by Addenda, field changes, Change Orders, and observed changes by the Professional, Contractor, or Subcontractors. When required by the Owner, the record documents shall be permanent erasable transparencies suitable for reproduction. The actual cost of printing these record documents shall be paid by the Owner, with cost approval by the Owner before printing is ordered. Upon completion of the Project, the Professional shall update and forward project data required in Subparagraph 2.5.4. In addition, the Professional shall deliver to the Owner the Manufacturer's data for the roof materials used, the Manufacturer's Guarantee, and the Roofing Contractor's Guarantee. The Professional shall, unless waived by the Owner, also submit one electronic format copy of the updated As-Built documents in .pdf format in coordination with the project Close-Out Documents. The actual cost of the electronic media shall be paid by the Owner, with prior cost approval by the Owner, in accordance with 3.3.

2.6.13 During the Warranty period of the Construction Contract(s), the Professional shall work with a Representative of the Owner in securing remedy of defects that become apparent. The Professional shall make, with a Representative of the Owner present, a Warranty inspection of the Project prior to the expiration of the Warranty period and report observed discrepancies to the Contractor for correction.

2.6.14 The Construction Phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

## 2.7 PROFESSIONAL CONSULTING SERVICES

2.7.1 If the Professional, who is a party to this *Agreement*, renders basically architectural services and hereby agrees that all plans, specifications, detail drawings, and miscellaneous services required for architectural or engineering work shall be performed by a registered Professional in his own organization or he agrees to employ, without additional cost to the Owner and subject to the approval of the Owner, the services of a registered Professional regularly engaged in the work. Drawings and specifications prepared shall bear the stamp of the responsible registered Professional. The Professional shall enter into Contract agreements with such registered Professional with contracts binding them to terms and responsibilities substantially set forth herein regarding design and inspection services.

## 2.8 ASBESTOS ABATEMENT

2.8.1 The Professional shall be responsible for obtaining asbestos consulting services to inspect, locate, identify and abate any Asbestos Containing Materials (ACM) present in the Project; or, the Professional may select to perform these duties. All abatement activities shall be

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in accordance with federal and state laws, directives and requirements.

2.8.2 The Professional or Asbestos Consultant may be used to handle the abatement process. Regardless, the removal of the ACM will be part of the General Contract awarded by the Owner.

2.8.3 The Professional, or Asbestos Consultant, shall possess a current *Project Designer* and *Project Inspector* certificate as issued by the Mississippi Department of Environmental Quality, Office of Pollution Contract. A copy of each certificate shall be attached to the report described in Subparagraph 2.8.4, Item .4.

2.8.4 During the Analysis/Inspection/Schematic Phase described in Paragraph 2.3, the Professional and/or Asbestos Consultant shall conduct an Inspection/Sampling/Testing Phase enumerated (1-5) as follows:

- .1 All asbestos related services for reimbursement must receive prior written approval by the Owner. The Professional shall submit to the Owner written proposals describing the Work and cost. The Owner may request the Professional to secure additional proposals as deemed necessary. Upon written approval by the owner, the Professional may begin the authorized asbestos services described in Subparagraph 2.8.4. Any work performed without the Owner's approval will be the financial responsibility of the Professional.
- .2 Perform a complete inspection of the Project to determine the types, locations and approximate quantities of suspect ACM.
- .3 Secure the services of a testing laboratory qualified by the National Institute of Safety and Health (NIOSH) to conduct tests for the presence of asbestos. The services should include sample collection, analysis and reporting. If the Professional, or Asbestos Consultant, is a NIOSH qualified laboratory, the collection, analysis and reporting may be conducted in-house.
- .4 The Professional shall prepare and submit to the Owner four (4) copies of a comprehensive written document which defines the extent of ACM present, its type, location and approximate quantity. The document should include drawings, the testing laboratory report, cost options and Owner options.
- .5 The total cost of asbestos services required in Subparagraph 2.8.4 shall be reimbursed to the Professional once, and only upon delivery and satisfactory completion of the comprehensive written report required in Item .3 of Subparagraph 2.8.4. An itemized statement from the Professional, complete with photo copies of all related invoices, is necessary in order to process the reimbursement.

2.8.5 Immediately after receipt of Owner's approval of the Inspection/Sampling/Testing Phase described in Subparagraph 2.8.4, the Professional shall submit project data required by the Owner.

2.8.6 After Owner's approval of the Inspection/Sampling/Testing Phase described in Subparagraph 2.8.4, the Professional shall prepare and include in the working drawings and specifications described in Paragraph 2.4 details prescribing the Work to be accomplished and the protective measures in accordance to Environmental Protection Agency (EPA) guidelines. Procedures shall include a plan for shutting down mechanical and electrical systems, phasing of work if required, and outlining responsibilities for cleaning and removing loose equipment.

2.8.7 The Professional shall provide for the Owner project data required by the Attorney General's Special Counsel as described in Article 9 and/or any other information required.

2.8.8 The daily air monitoring and final air clearance testing shall be included as the Contractor's responsibility in the Abatement Documents. The Contractor shall select, supervise and pay for all job air monitoring. If for any reason, this is omitted from the Contractor's responsibility, the Professional shall provide the air monitoring services without additional cost to the Owner.

2.8.9 If Asbestos Hazard Emergency Response Act (AHERA) regulations require a final air clearance test by an independent testing laboratory not associated with the Contractor, the Professional shall be responsible for obtaining that final independent air clearance tests. The Owner shall reimburse the Professional directly for obtaining these services, provided the selection and costs are preapproved by the Owner in writing.

### **ARTICLE 3: OWNER'S RESPONSIBILITY**

#### **3.1 PROJECT INFORMATION AND BUDGET**

3.1.1 The Owner shall provide information regarding requirements for Project program and budget.

3.1.2 The Owner shall furnish information required in Subparagraph 3.1.1 as expeditiously as necessary for the orderly progress of work.

#### **3.2 ADVERTISEMENT FOR BIDS**

3.2.1 The Owner shall prepare the *Advertisement for Bids* and pay for publication.

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### 3.3 PRINTING COSTS

3.3.1 The Owner shall reimburse the Professional for actual costs of printing and mailing Construction Documents for bidding and construction phases only, less any deposits not refunded, or costs related to sets issued to bidders for which the Professional has waived deposit with documentation of competitive printing quotes/bids submitted to the Owner before printing is ordered. Construction Documents are defined as final Drawings and Project Manual used in obtaining bids and for construction.

3.3.2 Reimbursement shall not be made for any printing or photographic methods used as an aid in the development of design, instruments of service, check prints, or any construction documents not used for the purpose of obtaining bids or for construction.

3.3.3 The Owner shall reimburse the Professional for the actual cost of printing permanent reproducible transparencies required at completion of the Construction Phase and for electronic submittals in 2.5.5 and 2.6.12.

3.3.4 The Professional shall submit a statement itemizing each item for reimbursement, along with copies of invoices for each. Reimbursement for Contract Documents described in Subparagraph 2.4.3 shall be due and payable once and only upon award of a construction contract. All printing of documents or electronic submittals "in house" must be supported by an outside quote and must not exceed the cost of said quote, and must be in accordance with 3.3.5 below. Reimbursement is not due if no construction award is made.

3.3.5 The Professional shall anticipate printing costs "for the entire project". When printing for the entire project totals over \$5,000.00, then two printing quotes are needed with submission to the Owner and approval by the Owner. When printing for the entire project totals over \$50,000.00, then printing bids are needed by the Professional with submission to the Owner and approval by the Owner.

### 3.4 MANAGER

3.4.1 The Owner may contract by separate contract for the services of a Manager to be the Owner's Agent in managing the various project contracts entered into by the Owner.

3.4.2 When management is marked as part of the Professional's services listed under Subparagraph 2.1.1, the Professional and Owner agree to the following:

- .1 All communication with the Owner will be through the Manager
- .2 The Manager will perform all services, duties and responsibilities as described in the Owner and Manager Agreement.
- .3 The Manager does not assume any of the responsibilities or duties of the Professional as outlined in this Agreement.
- .4 The Manager assumes the responsibilities and duties of the Owner as outlined in this Agreement.

## ARTICLE 4: CONSTRUCTION COST

### 4.1 DEFINITION

4.1.1 The construction cost means the cost of all Contracts to the Owner, but such cost shall not include the Professional's fee and/or reimbursements.

### 4.2 EXPLANATION

4.2.1 Estimates by the Professional of the construction cost in excess of the budget furnished by the Owner to the Professional must be accompanied by a full and complete explanation detailing conditions that contributed to the cost in excess of the budget.

### 4.3 FIXED LIMIT OF CONSTRUCTION COST

4.3.1 Before the Professional begins the Project, the Owner shall provide the Professional with a budget of all funds available for the total Project. The total Project includes the Contract(s) for construction, including information technology, furnishing, and equipping, if applicable, all fees, special Consultants and Contracts, advertising costs, code compliance expenses, a reasonable contingency, and any other expenses necessary to complete the Project and deliver a useful facility to the Using Agency. Where project services as defined in Paragraph 2.1.1 do not include any phase beyond Construction Document Phase, the total Project and budget shall include only the fees based on a percentage of estimated construction cost, special Consultants and Contract, and any other expenses needed to complete the planning of the Project through completion of the last designated planning phase. The Professional agrees that unless the Project, as designed by him covering the complete scope of the Work, can be actually completed within the budget of funds available, the Owner shall not be obligated to the Professional for any part of the Professional's fee beyond the last Owner-approved phase.



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4.3.2 If after bidding, the Project cannot be constructed within the budget of funds available, the Owner may authorize the Professional to do one of the following:

- .1 The Owner may authorize the Professional to revise the contract documents and rebid
- .2 The Owner may authorize the Professional to adjust the Project Scope, revise the Contract Documents, and rebid

## **ARTICLE 5: MISCELLANEOUS PROVISIONS**

### **5.1 OWNERSHIP OF DOCUMENTS**

5.1.1 Drawings and Specifications as instruments of service are the property of the Owner whether the work for which they are designed is constructed or not. Upon payment of the fees accrued for the services performed through the latest completed phase as provided in Article 6, the Owner shall have full and unrestricted use of the Drawings and Specifications for construction of the Project. The Documents shall not be used again by the Professional other than for the benefit of the State and on authority of the Owner. Permanent reproducible transparencies shall be furnished to the Owner upon request and the Owner shall reimburse the Professional for the actual cost. Original tracings and specifications may remain in the files of the Professional until the Owner requests delivery.

5.1.2 The Owner shall have full and unrestricted use of the Drawings and Specifications for use on any future Project without further compensation due the Professional.

### **5.2 CODES**

5.2.1 The Professional shall prepare Drawings and Specifications in conformance with the following 2015 ICC Codes (International Code Council) in effect as of the date of this *Agreement*, unless a different edition is so noted. The most stringent of the following Codes will be used in order to comply with Law.

- |     |  |     |  |
|-----|--|-----|--|
| .1  | International Building Code  | .14 | Mississippi Floodplain Regulations   |
| .2  | International Existing Building Code   | .15 | Information Technology Services (formerly Central Data Professing Authority) - <i>Computer Equipment Purchases and Telecommunication Purchases</i>               |
| .3  | International Plumbing Code  | .16 | Mississippi Department of Archives and History - <i>Historic Properties</i>  |
| .4  | International Mechanical Code  | .17 | Mississippi Department of Environmental Quality's Office of Pollution Control – <i>Air and Water</i>   |
| .5  | International Fuel Gas Code  | .18 | Mississippi State Department of Health's Health Facilities Licensure and Certification Division - <i>Minimum Standards of Operation for Home Health Agencies</i> |
| .6  | International Electrical Code  |     | <i>Minimum Standards of Operation for Personal Care Homes</i>  |
| .7  | ASHRAE 90.1 (Energy Standard for Buildings)  |     | <i>Minimum Standards of Operation for Chemical Dependency Units</i>  |
| .8  | International Fire Code  |     | <i>Minimum Standards of Operation for Mississippi Hospitals</i>  |
| .9  | Mississippi Handicapped Law, Mississippi Code 1972, Annotated, Section 43-6-101 through 43-6-125   |     | <i>Minimum Standards of Operation for Psychiatric Hospitals</i>  |
| .10 | Federal Register, Part III, Environmental Protection Agency 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule |     | <i>Minimum Standards of Operation for Ambulatory Surgical Facilities</i>   |
| .11 | Mississippi Regulations for Accreditation and Certification of Asbestos Abatement Personnel (Mississippi Department of Environmental Quality)                              |     | <i>Minimum Standards of Operation for Institutions for the Aged and Infirm</i>   |
| .12 | Federal Register, Part IV, Department of Justice 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule           |     |  |
| .13 | Davis Bacon Act Regulations  |     |  |

### **5.3 CONSULTING PROFESSIONALS**

5.3.1 The Consulting Professionals retained or otherwise employed by the Professional must be approved by the Owner. The Professional shall not employ or otherwise retain consulting Professionals with proprietary interests.

5.3.2 The Professional agrees to employ the Consultants for complete services, including inspection.

### **5.4 MATERIALS AND EQUIPMENT**

5.4.1 The Owner shall and does have the right to approve any and all materials and equipment used in the construction of the Project.

### **5.5 SUCCESSORS AND ASSIGNMENTS**

5.5.1 With the written consent of the Owner, the Professional may assign a portion of his financial interest to a recognized financial

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institution for underwriting operations covered by this *Agreement*. The Owner and the Professional each binds himself, his Partners, Successors, Assigns, and legal Representatives of such other Party in respect to all covenants of this *Agreement*. Neither the Owner, nor the Professional, shall assign, sublet, or transfer interest in this *Agreement* without the written consent of the Other.

## 5.6 LAWS

5.6.1 This *Agreement* shall be governed by the Laws of the State of Mississippi.

5.6.2 E-Verify – 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 termination/cancellation, 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.”

5.6.3 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>

5.6.4 Indemnification. To the fullest extent allowed by law, the Professional shall indemnify, defend, save and hold harmless, protect, and exonerate DFA, the Bureau of Building, Grounds and Real Property Management, its Board Members, officers, employees, agents, and representatives, and the State of Mississippi 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 the Professional and/or its partners, principals, agents, employees and/or Consultants in the performance of or failure to perform this Contract *Agreement*. In the State’s sole discretion, Professional may be allowed to control the defense of any such claim, suit, etc. In the event Professional defends said claim, suit, etc., Professional shall use legal counsel acceptable to the State; professional 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. Professional shall not settle any claim, suit, etc., without the State’s concurrence, which the State shall not unreasonably withhold .

## ARTICLE 6: FEES AND PAYMENTS TO THE PROFESSIONAL

### 6.1 FEE

6.1.1 The Owner shall pay the Professional a fee calculated as a percentage of construction cost based on each construction contract awarded derived from a basic fee formula of a fixed number (42) divided by the common logarithm of the actual construction cost (C).

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

In no instance shall the fee be less than one thousand dollars (\$1,000.00).

6.1.2 When Change Orders occur, the fee shall be increased or decreased accordingly if the Construction Contract amount is increased or decreased. If an increase is the direct result of the Professional's errors or omissions, the Owner may elect not to increase the fee. The Owner is the sole judge of whether the Change Order resulted from the Professional's error or omission.

### 6.2 PAYMENTS FOR BASIC FEE

6.2.1 Payments to the Professional on account of the basic fee under Subparagraph 6.1.1 shall be made as indicated in the following paragraphs.

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6.2.2 Upon completion of the Analysis/Inspection/Schematic Phase and written approval of the appropriate Using Agency, Governing Board, and Owner, a sum equal to twenty percent (20%) of the basic fee computed upon the approved estimate of construction cost shall be due.

6.2.3 Upon completion of the Construction Document Phase and written approval of the appropriate Using Agency, Governing Board, and Owner, a sum equal to sixty percent (60%) of the basic fee, less any previous payments, computed upon the approved estimate of construction cost shall be due. Such sum shall in no instance be computed upon an amount larger than the total amount available for the Project and in no event shall exceed the budget furnished by the Owner to the Professional.

6.2.4 If upon completion of the Construction Document Phase and written approval of the appropriate Using Agency or Governing Board, the Owner is unable or chooses not to execute the Bidding Phase described in Paragraph 2.5, the Professional is due a sum equal to seventy percent (70%) of the basic fee, less any previous payments, computed upon the approved estimate of construction cost. Such sum shall in no instance be computed upon an amount larger than the budget furnished by the Owner to the Professional.

6.2.5 Upon completion of the Bidding Phase, written approval of the appropriate Using Agency, Governing Board, and Owner, and receipt of an executable Construction Contract signed by the Contractor, a sum equal to seventy-five percent (75%) of the basic fee, less any previous payments, computed upon the actual Contract award amount shall be due.

6.2.6 If upon completion of the Bidding Phase and written approval of the appropriate Using Agency or Governing Board, the Owner is unable or chooses not to execute the Construction Phase described in Paragraph 2.6, the Professional is due a sum equal to seventy-five percent (75%) of the basic fee, less any previous payments, computed upon the lowest and best BASE BID [Alternates will in no case be considered.]. Such sum will in no instance be computed upon an amount larger than the BASE BID. In no instance will the fee described in this paragraph be due IF the computed total Project budget using the BASE BID amount exceeds the budget furnished by the Owner to the Professional. Refer to Paragraph 4.3.

6.2.7 Payment of fees to the Professional during the Construction Phase shall be made monthly in proportion to the current percentage requested by the Contractor and approved by the Owner

6.2.8 The Owner reserves the right to determine when and who provides the Professional service items needed for this Project. Any pay request submitted by the Professional which contains service items not authorized by the Owner to be performed by the Professional may be disapproved in part, or total.

### 6.3 PAYMENTS FOR ADDITIONAL SERVICES

6.3.1 The Owner shall make payments in full upon completion and Owner approval of any additional services indicated in Paragraph 1.3.

6.3.2 Partial payments may be made upon written request by the Professional and the Owner's approval.

### 6.4 PAYMENTS FOR EXTRA SERVICES AND SPECIAL SITUATIONS

6.4.1 If the Professional is caused extra drafting or other expense because of major changes ordered by the Owner, the delinquency or insolvency of the Contractor, or as a result of damage by fire, the Professional may request to be paid for such extra services and expenses. If any work designed or specified is abandoned or suspended, the Professional may request to be paid for the services rendered.

6.4.2 The Professional is not due extra compensation for any work performed at the direction of the Using Agency for whom the Project is constructed or for alternates included in the bid package but not included in the actual Construction Contract award.

6.4.3 Any Professional having a claim under this Paragraph shall prepare a complete and documented explanation and submit it to the Owner for consideration. Only upon Owner approval shall extra compensation be made.

6.4.4 At the Owner's discretion, the Professional may be compensated for extra services in special situations according to the fees indicated in Paragraph 1.4, or negotiated a lump sum payment.

### 6.5 REIMBURSEMENTS

6.5.1 The Owner shall reimburse the Professional for expenses listed in Paragraph 1.5. The Professional shall submit a separate

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invoice on each item for which reimbursement is requested.

6.5.2 The Professional shall not be reimbursed for any traveling or living expenses incurred personally, by Associates and/or Consultants.

6.5.3 All requests for reimbursement must be received with or before the final request for payment. Payment of the Professional's retainage by the Owner constitutes waiver by the Professional of any future claims for reimbursement.

#### 6.6 DIRECT PERSONNEL EXPENSES

6.6.1 When applicable to this *Agreement*, direct personnel expense shall include that of employees engaged on the Project by the Professional including Architects, Engineers, Professionals, Draftsmen, Specification Writers, Inspectors, and Secretaries in consultation, research, design, production of drawings, specifications, and other documents pertaining to the Project, and inspection of construction of the Project.

6.6.2 Direct personnel expense shall include the cost of salaries and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits.

#### 6.7 PROFESSIONAL'S ACCOUNTING RECORDS

6.7.1 Records of the Professional's direct personnel expense, Consultant expense, and reimbursable expenses pertaining to the Project and records of accounts between the Owner and the Professional shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Owner, the Owner's duly appointed Representative, or a licensed independent public accountant.

#### 6.8 DUPLICATED WORK

6.8.1 Duplicated work shall be defined as other projects not covered in the terms of this *Agreement*.

6.8.2 For duplicated work using Drawings and Specifications prepared under this *Agreement* and requiring only the modification of plot plans, foundations, service connections, incidental changes, and including supervision, a new Contract may be negotiated between the Owner and the Professional. The Owner is not obligated to enter a new Contract for duplicated work.

#### 6.9 DEDUCTIONS

6.9.1 No deductions shall be made from the Professional's fee on account of penalty or liquidated damage sums withheld from payment to Contractors through no fault of the Professional.

#### 6.10 PAYMENT LIMITATIONS

6.10.1 When the Project involves federal funds or any funds other than those authorized by the Mississippi Legislature, either by direct appropriation or by authority to issue general obligation bonds or revenue bonds of the State of Mississippi for expenditures to be made by or under the direction of the Owner, it is mutually agreed that the amount of the Professional's fee based on such funds shall in no event become due until such federal funds or other funds have been actually paid into the State Treasury.

6.10.2 **E-Payment and E-Invoice:** The word "contractor" herein shall mean Professional, Vendor, Architect, Engineer, Lessor, etc.

(Currently – July 2009 – the BoB is exempt from E-Invoice.)

The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the Mississippi Code of 1972, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

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. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

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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.

**6.11 PAYMENT REQUESTS**

6.11.1 All requests for payment by the Professional shall be submitted with an ORIGINAL and one (1) copy.

**ARTICLE 7: TERMINATION AND EXTENT OF AGREEMENT**

**7.1 TERMINATION OF AGREEMENT FOR CAUSE**

7.1.1 If, through any cause, the Professional shall fail to fulfill in a timely and proper manner obligations under this *Agreement*, the Owner shall thereupon have the right to terminate this *Agreement* at any Phase by giving seven (7) days written notice to the Professional of such termination and specifying the effective date of termination. At the option of the Owner, all finished or unfinished Drawings and Specifications prepared by the Professional shall be the property of the Owner, and the Professional shall not be entitled to any compensation beyond the last approved design phase as listed in Subparagraph 2.1.1. Should termination occur prior to approval of any design phase, the initial nominal consideration of one dollar (\$1.00) shall not be due or payable to the Professional.

7.1.2 Notwithstanding the above, the Professional shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this *Agreement* by the Professional, and the Owner may withhold any payments to the Professional for the purpose of setoff until such time as the exact amount of damages due the Owner from the Professional is determined.

**7.2 TERMINATION FOR CONVENIENCE OF OWNER**

7.2.1 The Owner may terminate this *Agreement* at any time by written notice from the Owner to the Professional. In this event, all finished or unfinished documents as described in Subparagraph 7.1.1 shall be the property of the Owner. If this *Agreement* is terminated by the Owner as provided herein, the Professional shall be paid for services in an amount bearing the same ratio to the total compensation as the services actually performed bear to the total services of the Professional covered in this *Agreement*. Should termination occur prior to approval of any design phase, the initial nominal consideration of one dollar (\$1.00) shall not be due or payable to the Professional.

**7.3 EXTENT OF AGREEMENT**

7.3.1 This *Agreement* represents the entire and integrated *Agreement Between the Owner and the Professional* and supersedes all prior negotiations, representations, or agreements, either written or oral. This *Agreement* may be amended only by written instrument signed by both the Owner and the Professional.

**ARTICLE 8: LIABILITY INSURANCE, ET AL**

**8.1 ERRORS AND OMISSIONS / WORKERS COMP**

8.1.1 The Professional shall purchase and maintain with a company, or companies, licensed to do business in the State of Mississippi such insurance as will provide protection from claims resulting from errors and omissions, or negligent acts arising out of the performance of professional services and operations under this *Agreement*.

8.1.2 The errors and omissions insurance required in Subparagraph 8.1.1 shall be written for not less than:

| <b>Total Project Funds</b> ( <i>Amount Listed on Page One</i> ) | <b>Minimum Limit of Insurance</b> |
|---|-----------------------------------|
| \$ 0 - \$ 999,999   | \$ 0                              |
| \$ 1,000,000 - \$ 7,499,999                                     | \$ 250,000                        |
| \$ 7,500,000 - \$ 14,999,999                                    | \$ 500,000                        |
| \$ 15,000,000 - Up  | \$ 1,000,000                      |

8.1.3 If by the terms of this insurance any mandatory deductibles are required, or if the Professional should elect with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Professional shall be responsible for payment of the amount of the deductible in the event a claim is paid. In the event of a claim against the policy, the Professional shall arrange for the restoration of the limit of liability so that full coverage is maintained at all times.

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8.1.4 The Professional shall be fully responsible to the Owner for work performed by any Associates and/or Consultants. Errors and omissions insurance coverage for the total Project design, including that of all Associates and/or Consultants, rests solely with the Professional. In the case of joint ventures, joint venture errors and omissions insurance coverage shall be required in accordance with the limits stated in Subparagraph 8.1.2.

8.1.5 Workers Comp Insurance when and if there are five or more workers in the Professional's firm.

8.1.6 The errors and omissions insurance and workers comp coverages shall remain in effect for the period of time the Professional is responsible for the Project.

8.1.7 The Professional, on signing this *Agreement*, shall provide the Owner two (2) copies of a Certificate of Insurance. The Insurance Coverage may not be canceled or not renewed during the term of subject Contract. Professional's contractual obligation is to procure and maintain the requisite coverage(s) throughout the life of subject Project/Contract, when applicable.

#### **ARTICLE 9: OTHER CONDITIONS OR SERVICES**

9.1 **NOTIFICATION OF ASBESTOS** (removed the previous asbestos notification requirement to the Attorney General in accordance with instructions from said Attorney General's Office on July 9, 2009)

#### **ARTICLE 10: ROOFING POLICY FOR STATE-OWNED BUILDINGS**

##### **10.1 GENERAL**

10.1.1 In an attempt to alleviate various problems regarding low-sloping roofs and to standardize plans and specifications, the Owner has set forth the following policy roofing new and existing buildings.

##### **10.2 ROOF REQUIREMENTS**

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

- .1 A four-ply fiber glass and bitumen hot-mopped applied built-up roofing system
- .2 A modified bitumen roofing system which shall be hot-mopped applied
- .3 A single-ply polymeric roofing system including EPDM (ethylene propylene diene monomer); SPE (chlorosulfonated polyethylene); and CPA (copolymer alloy) which can be loose laid, adhered or mechanically attached.

It shall be the responsibility of the Professional to choose the type of roof which will best suite the Project and to specify that the roof be furnished, installed, and guaranteed as a system which may include vapor retarders, insulation, fasteners, bitumen, felts, membranes, flashings and/or other items which are required by the proposed design. All materials used in the roofing system shall be specified to meet the latest available American Standards of Testing Materials (ASTM) for individual components of the roofing system. Certification from the roofing Manufacturer shall be furnished at the pre-roofing conference as well as when the material is delivered to the job site.

##### **10.3 GUARANTEE**

10.3.1 The four-ply built-up roof system and the modified bitumen system shall have a twenty (20) year unlimited Manufacturer's guarantee for water tightness covering material and workmanship on the entire system.

10.3.2 The single-ply polymeric system shall have a fifteen (15) year unlimited Manufacturer's guarantee for water tightness covering material and workmanship on the entire system.

10.3.3 In addition to the above guarantee, the General Contractor and/or the Roofing Contractor shall provide a written guarantee agreeing to keep the roof free of leaks for a period of two (2) years beginning at the time of acceptance of the Project by the Owner.

##### **10.4 ROOF SLOPES**

10.4.1 All roof construction on new buildings shall have a built-in minimum slope to drains or eaves of a quarter of an inch (1/4) per foot.

10.4.2 All replacement roofs shall have a minimum slope of a quarter of an inch (1/4") per foot where feasible, however in no case shall the slope be less than one sixteenth of an inch (1/16") per foot.

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10.5      **SUBSTRATE**

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

10.6      **INSULATION**

10.6.1     Roof insulation shall be of the type approved and guaranteed by the roofing Manufacturer for the roof assembly in which it is to be used. The required minimum "R" value shall be specified.

10.6.2     On replacement roof projects which do not have a sloping deck, tapered insulation shall be used where feasible.

10.7      **ROOF TOP EQUIPMENT**

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

10.7.2     Where equipment must be periodically serviced, easy access and traffic pads shall be provided.

10.8      **FLASHINGS**

10.8.1     Flashings shall be included in the Roof Warranty and shall be applied by an Applicator approved by the Manufacturer of the roofing material.

10.8.2     In reroofing projects existing metal flashings which are not to be replaced may be exempted from the Warranty.

10.9      **PLANNING AND SURVEYING**

10.9.1     A report shall be prepared by the Professional which shall include the following items:

.1 New Construction:

- (a) Fire Code protection requirement and the required hourly fire resistance rating of the assembly
- (b) UL roof assembly number
- (c) Type of roofing and flashing system recommended with justification for its use
- (d) Roof area
- (e) Cost estimate

.2 Existing Construction

- (a) Determination of roof construction (core where necessary)
- (b) Asbestos survey and testing
- (c) Visual roof analysis inspection
- (d) Moisture analysis
- (e) Code requirements (UL roof assembly number, if applicable)
- (f) Provide Class A type roof, or match existing roof
- (g) Recommendations by the Professional as to repair or reroof
- (h) Cost estimate

10.10     **BID DOCUMENTS**

10.10.1    For new construction and complete tear-off of existing roofs, the Professional shall specify in the Bid Documents the roof as a system and shall include all items which are to be covered under the Roof Warranty.

10.10.2    When required the Professional shall state in the *Instructions to Bidders* that upon award of Contract the General Contractor and/or Roofing Contractor shall provide the Owner with the installed price of the roofing system. If more than one (1) building is involved, each building shall be listed separately.

10.11     **QUALITY ASSURANCE**

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- 10.11.1 The Roofing Contractor shall have been in business not less than five (5) years.
- 10.11.2 Within five (5) days after bids have been received, the low Bidder shall provide the Owner with the following information:
- .1 A letter from the Roofing Manufacturer stating the Bidder is an authorized Installer
  - .2 A sample copy of the Manufacturer's Warranty for the specified roofing system
  - .3 A list of three (3) projects installed by his firm which used the type of roofing system specified
- 10.12 **PREBID CONFERENCE**
- 10.12.1 At least seven (7) days prior to bidding of a reroofing project, a prebid conference shall be held at the Project site. Attendance is not a prerequisite for bidding; however, it is strongly recommended.
- 10.13 **PREROOFING CONFERENCE**
- 10.13.1 On new and reroofing projects, prior to ordering roofing materials, a preroofing conference shall be initiated by the Professional.
- 10.13.2 At such time the Roofing Contractor shall provide a list of materials to be used, Manufacturer's installation instructions, as well as, Manufacturer's certification confirming that the materials to be used on the Project meet the specified ASTM Standards and a statement that the materials can be warranted by the Roofing Manufacturer.
- 10.13.3 On reroofing projects, the following personnel shall be in attendance:
- .1 Professional
  - .2 Owner's Staff Inspector
  - .3 Using Agency's Representative
  - .4 Roofing Contractor
  - .5 Roofing Manufacturer's Representative
- 10.13.4 On new roofing projects, the following personnel shall be in attendance:
- .1 Professional
  - .2 Owner's Staff Inspector
  - .3 Using Agency's Representative
  - .4 Roofing Manufacturer's Representative
  - .5 General Contractor
  - .6 Roofing Contractor
  - .7 Deck Contractor
  - .8 Mechanical Contractor
- 10.14 **INSPECTION**
- 10.14.1 Inspections shall be made by the Manufacturer's technical representative, as necessary, to obtain the Roof Guarantee.
- 10.14.2 The Professional, or Representative, shall inspect the roof as the work progresses. In particular, shall inspect at the following times and give a letter of confirmation:
- .1 Inspect the substrate before any roofing is done
  - .2 Inspect at the beginning of roofing installation to assure the approved materials are being properly installed
  - .3 Inspect, as necessary, the Work as it progresses or when a problem arises
  - .4 Inspection at the completion of the Work in order to give final acceptance of the Project



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10.15 **HISTORICAL RECORD**

10.15.1 The Professional shall assist the Owner's Staff Inspector in preparing the *Roof Data Sheet* provided by the Owner for historical files.

**\*\*\* END OF AGREEMENT \*\*\***