

RFx 3160005900

Project Manual

May 12, 2023

**FM Upgrades Phase 3
(Tower Maintenance and New Light Systems)**

WMPN, Jackson (Raymond), MS

WMAV, Oxford, MS

WMAW, Meridian (Rose Hill), MS



Mississippi Authority for Educational Television, aka

Mississippi Public Broadcasting

TABLE OF CONTENTS

PROJECT MANUAL COVER PAGE

DIVISION 0: PROCUREMENT AND CONTRACT REQUIREMENTS

ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

PROPOSAL FORM

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

CONTRACT BOND

CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE INSTRUCTIONS

AFFIDAVIT CERTIFYING PAYMENT TO ALL SUBCONTRACTORS

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION –

AIA Document A201 Seventeenth Edition, 2017, Articles 1 through 15 inclusive, is incorporated herein by reference.

Article 1 – General Provisions

Article 2 – Owner

Article 3 – Contractor

Article 4 – Architect (Prime Professional)

Article 5 – Subcontractors

Article 6 – Construction by Owner or by Separate Contractors

Article 7 – Changes in the Work

Article 8 – Time

Article 9 – Payments and Completion

Article 10 – Protection of Persons and Property

Article 11 – Insurance and Bonds

Article 12 – Uncovering and Correction of Work

Article 13 – Miscellaneous Provisions

Article 14 – Termination or Suspension of the Contract

Article 15 – Claims and Disputes

SUPPLEMENTS TO THE GENERAL CONDITIONS OF THE CONTRACT

MINORITY PARTICIPATION

LABOR REQUIREMENTS

SPECIAL CONDITIONS

ADDENDA

DIVISION 1: GENERAL REQUIREMENTS

SUMMARY OF WORK

ALLOWANCES

ALTERNATES

CHANGE ORDER PROCEDURES

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

SCHEDULE OF VALUES	
APPLICATIONS FOR PAYMENT	
PROJECT COORDINATION	
PROJECT MEETINGS	
PROGRESS SCHEDULES	
NETWORK ANALYSIS SCHEDULE	
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES	
TESTING LABORATORY SERVICES	
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	
SUBSTITUTIONS AND PRODUCT OPTIONS	
CUTTING AND PATCHING	
CLEANING	
STARTING OF SYSTEMS	
CONTRACT CLOSEOUT	
PROJECT RECORD DOCUMENTS	
SPECIAL REQUIREMENTS	
DIVISION 0 ADDITIONAL SUPPLEMENTS	5
QUESTIONS	5
PRE-BID CONFERENCE AND SITE VISITS	5
BASIC DEFINITIONS	6
DISRUPTION TO PROGRAMMING	6
SUBMITTALS	7
CONTRACT TIME	7
TIME AND PROGRESS SCHEDULES	7
BASE BIDS	8
DISCOUNTS	9
LIQUIDATED DAMAGES	9
QUALIFICATIONS	10
STATIONS OPERATING FACILITIES	10
PROJECT CONDITIONS	11
WARRANTY	12
DIVISION 1 SUPPLEMENTS	1
PURPOSE	1
PRIME GENERAL CONTRACTOR	1
COORDINATION	1
RESPONSIBILITY	2
PROFESSIONAL STRUCTURAL ENGINEERING SERVICES	3
SERVICE LEVEL AGREEMENT (SLA)	3
PRODUCT SUPPORT	4
DIVISION 13 TECHNICAL SPECIFICATIONS	1
SECTION 1 NEW TOWER LIGHTS	1
PART 1 - GENERAL REQUIREMENTS	1
SUMMARY	1

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

BASE BID #1	1
QUALIFICATIONS.....	2
QUALITY ASSURANCE.....	2
WARRANTY PERIOD.....	2
SERVICE LEVEL AGREEMENT	2
PRODUCT SUPPORT	2
PART 2 - PRODUCTS	3
LED TOWER LIGHT SYSTEMS	3
FAA STANDARDS	3
SPARE PARTS	4
PART 3 - EXECUTION	5
DEMARCATIION.....	5
EXAMINATION.....	5
TOWER LIGHT REPLACEMENTS.....	5
SECTION 2 TOWER MAINTENANCE AND REPAIRS	10
PART 1 - GENERAL REQUIREMENTS	10
SUMMARY	10
BASE BID #2	10
BASE BID #3	10
BASE BID #4	11
ALTERNATE #1.....	11
ALTERNATE #2.....	11
ALTERNATE #3.....	11
QUALIFICATIONS.....	11
QUALITY ASSURANCE.....	12
WARRANTY PERIOD.....	12
SERVICE LEVEL AGREEMENT	12
PRODUCT SUPPORT	12
PART 2 - PRODUCTS	13
MAINTENANCE, REPAIR AND MODIFICATION SUPPLIES.....	13
CONNECTOR REATTACHMENT KIT	13
OVER-THE-AIR TV RECEIVING SYSTEMS	13
UHF TV RECEIVING ANTENNAS.....	13
RF TRANSMISSION LINE ASSEMBLIES	14
PART 3 - EXECUTION	16
OVER-THE-AIR TV RECEIVING SYSTEMS	16
DEMARCATIION.....	16
EXAMINATION.....	16
MANUFACTURING PERIOD.....	17
TOWER SERVICES	17
PART 4 - DRAWINGS	19
WMPN Raymond	19
WMAV Oxford	19

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

WMAW Rose Hill	19
SECTION 3 TRANSMITTER REMOTE CONTROL	20
PART 1 - GENERAL REQUIREMENTS	20
SUMMARY	20
BASE BID #5	20
PART 2 - PRODUCTS	21
TRANSMITTER REMOTE CONTROL	21
PART 3 - EXECUTION	23
OWNER/CONTRACTOR ACTIVITIES	23

Division 0

ADVERTISEMENT FOR BIDS SECTION 00 1100

Text of Ad: 05/15/2023

ADVERTISEMENT FOR BIDS

Mississippi Authority for Educational Television dba Mississippi Public Broadcasting is soliciting for services and/or products for the purpose of Tower Maintenance and New Light Systems for three towers. For inquiries, please contact Alicia Harris at 601-432-6770.

The solicitation may be accessed by potential offerors at www.mpbonline.org under the Legal section.

All responses to the solicitation must be submitted via MAGIC or shipped/mailed to the following address:

Mississippi Public Broadcasting
Attn: Alicia Harris, CFO
RFx: 3160005900
3825 Ridgewood Road
Jackson, MS 39211
(DO NOT OPEN)

The deadline for receipt of responses is on or before Thursday, June 22, 2023, at 2:00 p.m., Central Standard Time (CST).

Tower Maintenance and New Light Systems (Project Title)
Mississippi Authority for Educational Television, aka Mississippi Public Broadcasting or "MPB" (Using Agency)
3160005900 (RFx #)

A pre-bid conference, tour and site visits will be held at the WMAW transmitter site near Rose Hill, MS on Thursday June 1, 2023, at 10:00 am until Noon, local time, and continuing the same day to WMPN near Raymond, MS and WMAV near Oxford, MS. Attendance is mandatory for bids that include work on the sites and on the towers.

Bid preparation will be in accordance with Instructions to Bidders bound in the Project Manual. The Mississippi Authority for Educational Television reserves the right to waive irregularities and to reject any or all bids. NOTE: Telephones and desks will not be available for bidders use at the bid site.

Royal Aills, Executive Director
Mississippi Authority for Educational Television

Dates of Publication:
5/18/2023
5/25/2023

0005704958-01

INSTRUCTIONS TO BIDDERS
SECTION 00 2100

PART 1 - GENERAL

- 1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the procurement documents, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.
- 1.02 **BIDDER'S QUALIFICATIONS:**
- A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code of 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
 - B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* shall appear on the face of the envelope, or a Certificate of Responsibility number.
 - C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 shall show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
 - D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number shall be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid shall indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (Code 31-3-21(3))
- A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that **CURRENT** law shall be submitted with the Proposal Form.
 - B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.
- 1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:
- A. Failure to comply with the bid requirements.
 - B. Bidder is in arrears on existing Contracts with the Owner or another state agency, university, community college, or junior college.
 - C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the Owner or another state agency, university, community college, or junior college.
 - D. Bidder has defaulted on a previous Contract with the Owner of another state agency, university, community college, or junior college.
- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.
- 1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and

Division 0

12/15/2020

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

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

PART 2 - PROPOSAL FORM

- 2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.
- 2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.
- 2.04 **BASE BID AND ALTERNATES:**
A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount The written word shall govern.
B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.
- 2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.
- 2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided.
- 2.07 **BIDDER IDENTIFICATION:**
A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
C. **Legal Address:** The address appearing on the Proposal Form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check:
A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department <https://www.mid.ms.gov> (or most up-to-date link) (No standard form is required for the Bid Bond.) Where bid is to be submitted electronically, a scanned copy of bid bond is acceptable.
B. **Certified Check:** The Bidder may submit a certified check made out to the *Owner* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3)

Division 0

12/15/2020

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

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

PART 3 - SUBMITTING THE PROPOSAL FORM

- 3.01 **SUBMITTAL:** A bid must be either submitted electronically via MAGIC or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated. If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as follows:

(In upper left hand corner)

Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors)

(Bid shall be addressed and delivered to)

Mississippi Public Broadcasting
3825 Ridgewood Road
Jackson, MS 39211
Alicia Harris, CFO
DO NOT OPEN

(In lower left hand corner)

Bid for Project # _____

Title: FM Upgrades Phase 3 (Tower Maintenance and New Light systems)

Using Agency: Mississippi Public Broadcasting

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

Under \$50,000.00 (add statement)

If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

- 3.02 **MODIFICATION TO BID:** A bidder may only modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:
- A. **Physical Bid:** A modification may be written on the outside of the sealed envelope containing the bid.
 - B. **Electronic Bid:** Information and attachments may be modified and re-submitted via MAGIC.
- 3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

- 4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being publicly opened on the next business day that the agency shall be open and at the previously advertised time.
- 4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.
- 4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.
- 4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24)

Division 0

12/15/2020

hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Owner.

- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Owner generally in the order listed unless a different order is determined to be in the best interest of the Using Agency and/or Owner and which produces a total within available funds. Where such bidder fails to enter into a contract, the Owner reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for any of the following reasons:
- A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars (\$50,000.00) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.
 - B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Owner or Prime Professional has made reasonable objection to those initially submitted.
 - C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Owner and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt of same from the Professional.
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
- A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. <https://www.mid.ms.gov> (or most up-to-date link)
 - B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
 - C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 6100 entitled *Contract Bond*.
 - D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly), and Surety Seal (preferably embossed). <https://www.mid.ms.gov> (or most up-to-date link)
 - E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

PART 5 - BIDDER'S CHECKLIST

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

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

Base Bid

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

Alternates

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

Addenda

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

Acceptance

- () Proposal is signed by authorized person
() Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>]
() Legal address of the business listed above (at SOS and Contractor's Board)
() Correct Certificate of Responsibility Number(s) as it appears in the current MS State Board of Contractors Roster

Certificate of Responsibility Number(s)

- () Base Bid is under \$50,000 and no number is required AND the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope or statement included with electronic bid
OR () Base Bid is \$50,000 or more and number is required and is on the outside of the sealed envelope or included with electronic bid
() Joint Venture and *joint venture* number is required
OR () Joint Venture participants' numbers are required

5.02 BID SECURITY:

- () Included Bid Bond
OR () Included Certified Check

5.03 POWER OF ATTORNEY:

- () Included Power of Attorney

5.04 NON-RESIDENT BIDDER:

- () Attached a Copy of Non-Resident Bidder's Preference Law
OR () Attached a Statement

5.05 SUB-CONTRACTORS NAME:

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

5.06 SUB-CONTRACTORS' COR NUMBER

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

*** END OF SECTION ***

Division 0

12/15/2020

**PROPOSAL FORM
SECTION 00 4200**

To: Mississippi Authority for Educational Television
3825 Ridgewood Road
Jackson, Mississippi 39211

Re: Project #
Project Title Tower Maintenance and New Light systems
Location Raymond, Oxford & Rose Hill, MS

I propose to complete all work in accordance with the Project Manual and Drawings within 91 consecutive calendar days for the sum of:

BASE BID #1: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: _____ Dollars
Figures: (\$_____)

BASE BID #2: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: _____ Dollars
Figures: (\$_____)

BASE BID #3: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: _____ Dollars
Figures: (\$_____)

BASE BID #4: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: _____ Dollars
Figures: (\$_____)

BASE BID #5: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Price for each:

Words: _____ Dollars
Figures: (\$_____)

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

Alternate #1 ☒ Adds ☐ Deducts

Words: _____ Dollars
(\$_____)

Description: New Over the Air (OTA) Receiving Antenna System for WMPN Raymond add to Base Bid #2

Alternate #2 ☒ Adds ☐ Deducts

Words: _____ Dollars
(\$_____)

Description: New Over the Air (OTA) Receiving Antenna System for WMAV Oxford add to Base Bid #3

Alternate #3 ☒ Adds ☐ Deducts

Words: _____ Dollars
(\$_____)

Description: New Over the Air Receiving (OTA) Antenna System for WMAW Rose Hill add to Base Bid #4

Division 0

12/15/2020

ADDENDA ACKNOWLEDGMENT:

No. _____ No. _____ No. _____
No. _____ No. _____ No. _____

ACCEPTANCE:

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

Signature _____ Date _____

Name and Title _____

Name of Business _____

Address _____ (mailing)

Address _____ (physical)

City/State/Zip Code _____ County _____

Phone _____ Fax _____ Email _____

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

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

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

■ **Mechanical / Plumbing / Electrical Contractors:**

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

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

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

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

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

Mississippi Authority for Educational Television
3825 Ridgewood Road
Jackson, Mississippi 39211

acting on behalf of the State of Mississippi;

and between the Contractor:

Business Name _____
Address _____
City/State/Zip _____ Phone: _____ Fax: _____ Email: _____

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

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

_____ PARTNERSHIP of the following (list all partners):

_____ SOLE PROPRIETORSHIP

For the following Project:

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

OWNER:

CONTRACTOR:

By: _____
(Signature)

By: _____
(Signature)

(Name and Title)

(Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

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

Division 0

12/15/2020

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS

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

1.2 THE CONTRACT DOCUMENTS

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

1.2.2 Project Manual dated _____

BIDDING REQUIREMENTS

Advertisement for Bids

Instructions to Bidders

Proposal Form

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

CONTRACT BOND

POWER OF ATTORNEY

CERTIFICATE OF INSURANCE

AFFIDAVIT OF PAYMENT TO ALL SUBCONTRACTORS

CONDITIONS OF THE CONTRACT

General Conditions

Supplementary Conditions

Labor Requirements

Minority Participation

Special Conditions

ADDENDA

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

___ Division 1: General Requirements

___ Division 2: Existing Conditions

___ Division 3: Concrete

___ Division 4: Masonry

___ Division 5: Metals

___ Division 6: Wood, Plastics and Composites

___ Division 7: Thermal and Moisture Protection

___ Division 8: Openings

___ Division 9: Finishes

___ Division 10: Specialties

___ Division 11: Equipment

___ Division 12: Furnishings

___ Division 13: Special Construction

___ Division 14: Conveying Equipment

___ Division 21: Fire Suppression

___ Division 22: Plumbing

___ Division 23: HVAC

___ Division 25: Integrated Automation

___ Division 26: Electrical

___ Division 27: Communications

___ Division 28: Electronic Safety and Security

___ Division 31: Earthwork

___ Division 32: Exterior Improvements

___ Division 33: Utilities

___ Division 34: Transportation

___ Division 35: Waterway and Marine Construction

___ Division 40: Process Interconnections

___ Division 41: Material Processing and Handling Equipment

___ Division 42: Process Heating, Cooling, and Drying Equipment

___ Division 43: Process Gas and Liquid Handling, Purification,
and Storage Equipment

___ Division 44: Pollution and Waste Control Equipment

___ Division 45: Industry-Specific Manufacturing Equipment

___ Division 46: Water and Wastewater Equipment

___ Division 48: Electrical Power Generation

1.2.3 Addenda

Addendum No. 1, dated _____

Addendum No. 2, dated _____

Addendum No. 3, dated _____

Addendum No. 4, dated _____

Addendum No. 5, dated _____

1.2.4 Drawings dated _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

Sheets No. _____ through _____

1.2.5.1 Other documents, dated _____

Division 0

ARTICLE 2: CONTRACT SUM

2.1 CONTRACT SUM

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

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

Base Bid #1	\$ _____
Base Bid #2	\$ _____
Base Bid #3	\$ _____
Base Bid #4	\$ _____
Base Bid #5	\$ _____
Base Bid #6	\$ _____
Modifications () Adds () Deducts	\$ _____
Negotiations	\$ _____
Alternate No. _____ () Adds () Deducts	\$ _____
Total Contract Sum	\$ _____

2.2 LIQUIDATED DAMAGES

- 2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount to be determined in accordance with the paragraph titled "LIQUIDATED DAMAGES" included in Division 0 Supplements.

ARTICLE 3: CONTRACT TIME

3.1 TIME

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

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 PROGRESS PAYMENTS

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

4.2 FINAL PAYMENT

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

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1 DEFINITION OF TERMS

- 5.1.1 Terms used in this Agreement which are defined in the General, Supplementary, and Special Conditions of the Contract will have the meanings designated in those Conditions.

5.2 CONTRACTOR'S INTEREST IN AGREEMENT

- 5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 PROFESSIONAL

- 5.3.1 The Professional assigned to this Project is as follows:

Name: Kessler and Gehman Associates, Inc.

Address: 507 NW 60 Street, Suite D, Gainesville, FL 32607

Telephone: 352-332-3157 Fax Number: _____ E-Mail Address: bob@kesslerandgehman.com or jeff@kesslerandgehman.com

*** END OF SECTION ***

Division 0

12/15/2020

**CONTRACT BOND
SECTION 00 6100**

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT _____,
Principal, a _____, residing at _____,
authorized to do business in the State of Mississippi
under the laws thereof, and _____ Surety, a corporation of the State
of _____, authorized to do business in the State of Mississippi under the laws thereof, are held and
firmly bound unto the Owner on behalf of the State of Mississippi, Oblige, hereinafter referred to as "Owner," for the use and benefit of the
Owner and those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**,
as amended, in the amount of _____ Dollars (\$_____), lawful
money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these present.

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

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

II. PERFORMANCE BOND

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

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

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

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

III. LABOR AND MATERIAL PAYMENT BOND

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

IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

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

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

Signed and sealed this _____ day of _____, 20_____.

SURETY _____
Mississippi NAIC number: _____

By: _____
(Signature)

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

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

(Surety Address)

(Surety City/State/Zip/Phone)

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

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

(Signature) Licensed Mississippi Agent
(Typed Name) (Title)

Countersignature Agent MS License Number: _____

(MS Licensed Agent Address)

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

PRINCIPAL _____

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

(Typed Name and Title)

(Address)

(City/State/Zip/Phone)

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

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

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

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

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

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

**CERTIFICATE OF INSURANCE
SECTION 00 6216**

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

INSURED: (Contractor's Name & Address)				COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #		
				A	#	
				B	#	
				C	#	
PROJECT: (Number, Name & Location)				D	#	
				E	#	
				F	#	
				G	#	
OWNER: Owner				Companies above must be approved by the MS Ins Dept at https://www.mid.ms.gov (or most up-to-date link) per Code & WComp at http://www.mwcc.ms.gov/ (MID mod'd 041615)		
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate	\$ 1,000,000	
				Products Comp/Ops (Aggregate	\$ 1,000,000	
				Personal Injury (Per Occurrence)	\$ 500,000	
				BI & PD (Per Occurrence)	\$ 1,000,000	
				Fire Damage (Per Fire)	\$ 50,000	
				Medical Expense (Per Person)	\$ 5,000	
Owners/Contractors Protective Liability				General Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 500,000	
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)		
				\$ 500,000		
				OR	Bodily Injury (Per Person)	\$ 250,000
					Bodily Injury (Per Accident)	\$ 500,000
* Excess Liability (Umbrella on projects over \$500,000)				Property Damage (Per Occurrence)	\$ 100,000	
				Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 1,000,000	
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	\$ 100,000	
				Disease-Policy Limit	\$ 500,000	
				Disease-Per Employee	\$ 100,000	
Property Insurance (not required when project is demolition ONLY – required for ALL other projects including paving)				OR	Builders' Risk Installation Floater	Must be equal to Value of Work
Other						
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.						
Producing Agent: (Name, Address and Telephone)				(Signature) MID Lic # or countersign below		
				(Name and Title of Authorized Representative) (typed)		
				Agent must be approved by the MS Ins Dept or countersign https://www.mid.ms.gov		

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

Division 0

12/15/2020

CERTIFICATE OF INSURANCE INSTRUCTIONS
SECTION 00 6217

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2017).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at <https://www.mid.ms.gov> (or most up-to-date link). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner (nor on any Owner documents even beyond Insurance Certificate).
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project (nor on any Owner documents even beyond Insurance Certificate).
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us> / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the "contractor's name".

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

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

Division 0

12/15/2020

**AFFIDAVIT CERTIFYING
PAYMENT TO ALL SUBCONTRACTORS
SECTION 00 6300**

Ownert

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

Project Number: _____

Project Name: _____

Using Agency: _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Division 0

12/15/2020

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

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

Contractor Name and Title: _____

Contractor Certificate of Responsibility Number: _____

Contractor Signature: _____ Date: _____

STATE OF MISSISSIPPI

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,
this the _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

GENERAL CONDITIONS
Division 0

12/15/2020

SECTION 00 7200

PART 1 - GENERAL

1.01 DESCRIPTION

- A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Seventeenth Edition, 2017, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.
- B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

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

SUPPLEMENTARY CONDITIONS

Division 0

12/15/2020

SECTION 00 7300

PART 1 – GENERAL

1.01 Description

- A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.
- B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Seventeenth Edition, 2017. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

Article 1

GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 The Contract Documents

Change this subparagraph to read as follows:

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

1.1.2 The Contract

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

1.1.7 Instruments of Service

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

1.1.8 Initial Decision Maker

Change this Subparagraph to read as follows:

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

1.1.9 Add a new Subparagraph as follows:

Commissioning Authority Professional

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

Division 0

12/15/2020

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

1.2.1 Change this Subparagraph to read as follows:

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

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

1.5.1 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's" and add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the separate Agreement Between the Owner and the Professional.

1.5.3 Add a new Subparagraph as follows:

Transparency

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

1.6 Notice

1.6.1 Change this Subparagraph to read as follows:

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

1.7 Digital Data Use and Transmission

Delete the last sentence of this Paragraph.

1.8 Building Information Models Use and Reliance

Change this Paragraph to read as follows:

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

Article 2
Division 0

12/15/2020

OWNER

2.1 General

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Owner, acting for and on behalf of the State of Mississippi and for the benefit of the Institution, Agency, or Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Agreement Between the Owner and the Contractor, his successor in the case of that individual's retirement or termination, or his direct supervisor in the case of that individual's absence. Except as otherwise provided in Subparagraph 4.2.1, the Prime Professional does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 Delete this Subparagraph in its entirety.

2.2 Evidence of the Owner's Financial Arrangements

2.2.1 Delete this Subparagraph in its entirety.

2.2.2 Delete this Subparagraph in its entirety.

2.3.1 Delete this Subparagraph in its entirety.

2.2.3 Delete this Subparagraph in its entirety.

2.2.4 Delete this Subparagraph in its entirety.

2.3 Information and Services Required of the Owner

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

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

2.3.6 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary, but in no instance to exceed twenty-five (25) copies, for the execution of the Work.

2.4 Owner's Right to Stop the Work

Change this Subparagraph to read as follows:

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

Division 0

12/15/2020

2.5 Owner's Right to Carry Out the Work

Change this Paragraph read as follows:

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

Article 3 CONTRACTOR

3.1 General

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

3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

3.3 Supervision and Construction Procedures

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

3.4 Labor and Materials

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

3.4.4 Add a new Subparagraph as follows:

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

Division 0

12/15/2020

3.4.5 Add a new Subparagraph as follows:

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

3.4.6 Add a new Subparagraph as follows:

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

3.5 **Warranty**

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

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

3.7.1 Change this Subparagraph to read as follows:

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

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

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

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

3.9 **Superintendent**

3.9.2 Change this Subparagraph to read as follows:

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

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

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

3.10.1 Change this Subparagraph to read as follows:

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

Division 0

12/15/2020

3.10.2 Change each instance of the word “Architect’s” to “Prime Professional’s” and change the word “Architect” to “Prime Professional”.

3.10.3 Change the word “Architect” to “Prime Professional”.

3.11 Documents and Samples at the Site

Change each instance of the word “Architect” to “Prime Professional”.

3.12 Shop Drawings, Product Data and Samples

3.12.4 Change each instance of the word “Architect” to “Prime Professional”.

3.12.5 Change each instance of the word “Architect” to “Prime Professional”.

3.12.6 Change the word “Architect” to “Prime Professional”.

3.12.7 Change the word “Architect” to “Prime Professional”.

3.12.8 Change each instance of the word “Architect’s” to “Prime Professional’s” and change the word “Architect” to “Prime Professional”.

3.12.9 Change the word “Architect” to “Prime Professional” and change the word “Architect’s” to “Prime Professional’s”.

3.12.10.1 Change each instance of the word “Architect” to “Prime Professional”.

3.12.10.2 Change each instance of the word “Architect” to “Prime Professional”.

3.15 Cleaning Up

3.15.2 Change this Subparagraph to read as follows:

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be assessed to the Contractor.

3.16 Access to Work

Change this Paragraph to read as follows:

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

3.17 Royalties, Patents and Copyrights

Change each instance of the word “Architect” to “Prime Professional”.

3.18 Indemnification

3.18.1 Change this Subparagraph to read as follows:

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

Division 0

12/15/2020

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

.

Article 4

ARCHITECT

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

4.1 General

4.1.1 Change this Subparagraph to read as follows:

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

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

4.2 Administration of the Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Division 0

12/15/2020

Article 5
SUBCONTRACTORS

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

5.2.1 Change this Subparagraph to read as follows:

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

5.2.2 Change this Subparagraph to read as follows:

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

5.2.3 Change this Subparagraph to read as follows:

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

5.2.4 Change this Subparagraph to read as follows:

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

Division 0

12/15/2020

Article 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Article 7
CHANGES IN THE WORK

7.2 Change Orders

- 7.2.1 Change each instance of the word "Architect" to "Prime Professional".
- 7.2.2 Add a new Subparagraph as follows:

The maximum mark-up included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Sub-Contractors and Sub-Sub-Contractors shall acquiesce to the same requirements when participating in a Change Order.

7.3 Construction Change Directives

- 7.3.4 Change the word "Architect" to "Prime Professional".
- 7.3.4.1 Change the word "Architect" to "Prime Professional".
- 7.3.6 Change this Subparagraph to read as follows:

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

- 7.3.7 Change this Subparagraph to read as follows:

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

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

- 7.3.9 Change this Subparagraph to read as follows:

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

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

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

Division 0

12/15/2020

Article 8
TIME

8.1 Definitions

8.1.2 Change this Subparagraph to read as follows:

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

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

8.2 Progress and Completion

8.2.1 Change this Subparagraph to read as follows:

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

8.2.2 Change this Subparagraph to read as follows:

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

8.3 Delays and Extensions of Time

8.3.1 Change this Subparagraph to read as follows:

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

Article 9
PAYMENTS AND COMPLETION

9.2 Schedule of Values

Change this Paragraph to read as follows:

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

Division 0

12/15/2020

object to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

9.3 Applications for Payment

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.1 Delete this Subparagraph in its entirety.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the Prime Professional's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney. (Code 31-5-33)

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

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

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment in an amount not greater than the documented cost paid by the Contractor for ~~on~~ materials stored at some location other than the Project site, may be approved by the Prime Professional and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.*
- .2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.*
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.*
- .4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.*
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.*
- .6 A review by the Prime Professional of the materials stored off-site prior to release of payment. Where the storage location is greater than 50 miles of the building site, the Contractor shall pay or reimburse reasonable travel costs of the Prime Professional and/or his Consultants for such review.*
- .7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.*

9.4 Applications for Payment

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

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

Division 0

12/15/2020

9.5 Decisions to Withhold Certification

9.5.1 Change each instance of the word “Architect” to “Prime Professional” and the word “Architect’s” to “Prime Professional’s”.

9.5.1.7 Delete the word “repeated” from this Clause.

9.5.2 Change the word “Architect” to “Prime Professional”.

9.5.3 Delete this Subparagraph in its entirety.

9.5.4 Change each instance of the word “Architect” to “Prime Professional”.

9.6 Progress Payments

9.6.1 Change each instance of the word “Architect” to “Prime Professional”.

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

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

9.6.3 Change each instance of the word “Architect” to “Prime Professional”.

9.6.4 Change the word “Architect” to “Prime Professional”.

9.6.9 Add a new Subparagraph as follows:

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

9.6.9.1 Add a new Clause to Subparagraph 9.6.9 as follows:

The Contractors shall submit monthly certification, in accordance with Section 31-5-25 of the Mississippi Code 1972, Annotated, on Owner’s “Affidavit Certifying Payment to All Subcontractors” form, to the Prime Professional indicating payments to subcontractors on prior payment request.

9.6.10 Add a new Subparagraph as follows:

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

9.7 Failure of Payment

Change this Paragraph to read as follows:

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

Division 0

12/15/2020

9.8 Substantial Completion

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

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

9.8.3 Change this Subparagraph to read as follows:

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

9.8.4 Change this Subparagraph to read as follows:

When the Work or designated portion thereof is substantially complete and affirmed by the Owner, the Prime Professional will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Unless otherwise provided in the Contract Documents, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.9 Partial Occupancy or Use

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

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

9.10 Final Completion and Final Payment

9.10.1 Change this Subparagraph and add the associated Clauses to read as follows:

When, in the opinion of the Contractor, the Work is ready for final inspection and acceptance by the Owner, the Contractor shall make such notice to the Prime Professional.

- 1. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance by the Owner, the Prime Professional will promptly visit the site and assess the state of the Work to determine if it is ready for final inspection by the Owner. If, in the Prime Professional's judgment, the Work is not ready for final inspection, the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised request for final inspection when these reasons have been resolved.*
- 2. Once the Prime determines the Work is ready for final inspection, the Prime Professional will call for final inspection of the Work with the Owner for the purpose of determining whether the Work is acceptable under the Contract Documents.*
- 3. The final inspection shall be conducted in the presence of the Owner and a list of defects or discrepancies, if any, will be compiled into a final punch list furnished to all parties.*
- 4. Once corrections of all final punch list items have been confirmed by the Prime Professional, the Prime Professional will provide a letter recommending final acceptance of the Work to the Owner.*

9.10.2 Change this Subparagraph to read as follows:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Prime

Division 0

12/15/2020

Professional (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The final payment will be reduced by the value of any amounts assessed to the Contractor per Section 2.5 Owner's Right to Carry Out the Work, Section 6.3 Owners Right to Clean Up, or Section 9.11 Liquidated Damages where such amounts have not been reconciled by a Change Order per Section 7.2 prior to final acceptance unless such amounts have been resolved via separate agreement(s) between the Owner and the Contractor.

9.11 Liquidated Damages

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will be assessed by the Owner the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner. The Contractor and his Surety acknowledge that losses to the Owner caused by the delay of the Contractor are not readily ascertainable and that the amount estimated per day and established as liquidated damages is reasonable and not a penalty.

Article 10

PROTECTION OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Sub-Contractor, a Sub-Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss attributable to acts or omissions of the Owner or Prime Professional and not attributable to the fault or negligence of the Contractor. Where damage or loss is insured under property insurance required by the Contract Documents, the Contractor shall promptly report, file and facilitate the claim process so as to minimize any impacts on the timely completion of the Work. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3 HAZARDOUS MATERIALS

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

Article 11

INSURANCE AND BONDS

11.1 Contractor's Insurance and Bonds

Division 0

12/15/2020

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

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

Add new Clauses as follows:

.1 GENERAL LIABILITY:

Commercial General Liability

(Including XCU)

<i>General Aggregate.....</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Products & Completed Operations</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Personal & Advertising Injury.....</i>	<i>\$ 500,000.00 Per Occurrence</i>
<i>Bodily Injury & Property Damage</i>	<i>\$ 1,000,000.00 Per Occurrence</i>
<i>Fire Damage Liability</i>	<i>\$ 50,000.00 Per Occurrence</i>
<i>Medical Expense</i>	<i>\$ 5,000.00 Per Person</i>

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

<i>Bodily Injury & Property Damage</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Bodily Injury & Property Damage</i>	<i>\$ 500,000.00 Per Occurrence</i>

.3 AUTOMOBILE LIABILITY:

(Owned, Non-owned & Hired Vehicles)

Contractor Insurance Option Number 1:

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

Contractor Insurance Option Number 2:

<i>Bodily Injury.....</i>	<i>\$ 250,000.00 Per Person</i>
<i>Bodily Injury.....</i>	<i>\$ 500,000.00 Per Accident</i>
<i>Property Damage.....</i>	<i>\$ 100,000.00 Per Occurrence</i>

.4 EXCESS LIABILITY:

(Umbrella on projects over \$500,000)

<i>Bodily Injury & Property Damage</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>(Combined Single Limit)</i>	

.5 WORKERS' COMPENSATION:

(As required by Statute)

EMPLOYERS' LIABILITY:

<i>Accident</i>	<i>\$ 100,000.00 Per Occurrence</i>
<i>Disease</i>	<i>\$ 500,000.00 Policy Limit</i>
<i>Disease</i>	<i>\$ 100,000.00 Per Employee</i>

.6 PROPERTY INSURANCE:

<i>Builder's Risk</i>	<i>\$ Equal to Value of Work</i>
<i>or</i>	
<i>Installation Floater.....</i>	<i>\$ Equal to Value of Work</i>

11.1.5 Add a new Subparagraph to read as follows:

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

Division 0

12/15/2020

unless otherwise noted on the Certificate of Substantial Completion.

11.1.6 Add a new Subparagraph to read as follows:

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

11.1.7 Add a new Subparagraph as follows:

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

11.1.8 Add a new Subparagraph as follows:

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

11.1.9 Add a new Subparagraph as follows:

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

11.2 Owner's Insurance

Delete this Paragraph in its entirety and substitute the following:

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

11.2.1 Delete this Subparagraph in its entirety.

11.2.2 Delete this Subparagraph in its entirety.

11.2.3 Delete this Subparagraph in its entirety.

11.3 Waivers of Subrogation

11.3.1 Delete this Subparagraph in its entirety.

11.3.2 Delete this Subparagraph in its entirety.

11.5 Adjustment and Settlement of Insured Loss

11.5.1 Delete this Subparagraph in its entirety.

11.5.2 Delete this Subparagraph in its entirety.

Article 12
UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

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

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

12.2 Correction of Work

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

12.2.2.1 Change the word “*Architect*” to “*Prime Professional*”.

Article 13
MISCELLANEOUS PROVISIONS

13.1 Governing Law

Change this Paragraph to read as follows:

The Contract shall be governed by the laws of the State of Mississippi.

13.3 Rights and Remedies

13.3.2 Change the word “*Architect*” to “*Prime Professional*”.

13.4 Tests and Inspections

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

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

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

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

13.5 Delete this Paragraph in its entirety.

Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

14.1.1.3 Change the word “*Architect*” to “*Prime Professional*”.

14.1.1.4 Delete this Clause in its entirety.

Division 0

12/15/2020

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

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

14.2 Termination by the Owner for Cause

14.2.1.1 Delete the word "repeatedly" from this Clause.

14.2.1.3 Delete the word "repeatedly" from this Clause.

14.2.1.3 Delete the word "or" from this Clause.

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

14.2.1.5 Add a new Clause as follows:

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

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

14.2.4 Change the word "Architect's" to "Prime Professional's".

Article 15
CLAIMS AND DISPUTES

15.1 Claims

15.1.2 Change this Subparagraph to read as follows:

Commencement of Statutory Limitation Period

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

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

15.1.4 Change this Subparagraph to read as follows:

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

15.1.7 Delete this Subparagraph in its entirety.

15.2 Initial Decision

15.2.1 Change this Subparagraph to read as follows:

Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Prime Professional will serve as the Initial Decision Maker. An initial decision by the Initial Decision Maker shall be required as a condition precedent to arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered by the Initial Decision Maker. The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

Division 0

12/15/2020

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

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

15.2.5 Change the Subparagraph to read as follows:

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

15.2.6 Delete this Subparagraph in its entirety.

15.2..6.1 Delete this Clause in its entirety.

15.3 **Mediation**

15.3.1 Delete this Subparagraph in its entirety.

15.3.2 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.4 **Arbitration**

15.4.1 Delete this Subparagraph in its entirety.

15.4.1.1 Delete this Clause in its entirety.

15.4.2 Delete this Subparagraph in its entirety.

15.4.3 Delete this Subparagraph in its entirety.

15.4.4 Delete this Subparagraph in its entirety.

15.4.4.1 Delete this Clause in its entirety.

15.4.4.2 Delete this Clause in its entirety.

15.4.4.3 Delete this Clause in its entirety.

15.5 Add a new Paragraph as follows:

Arbitration Procedures for the Owner

All matters of dispute arising out of any agreement with the Owner or Owner's Board for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Owner or Owner's Board for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars (\$100,000.00).

Division 0

12/15/2020

15.5.1 Add a new Subparagraph and Clauses as follows:

Conditions Precedent to Arbitration

- .1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute the amount involved and the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Director/Head of the Owner and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.*
- .2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Director or Head of Owner or Owner's Board. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Deputy Director, oral testimony may be had on the matter.*

15.5.2 Add a new Subparagraph as follows:

Requests for Arbitration

Within thirty (30) days of a claim being rejected in writing by the Director or Head of Owner or Owner's board, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Executive Director / Director of Owner or Owner's Board. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred (\$200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

15.5.3 Add a new Subparagraph as follows:

Selection of Arbitrators

Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. One (1) member shall be appointed by the Executive Director / Director or Head of Owner or Owner's Board. One (1) member shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.

15.5.4 Add a new Subparagraph as follows:

Hearings

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

15.5.5 Add a new Subparagraph as follows:

Awards

Division 0

12/15/2020

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

15.5.6 Add a new Subparagraph as follows:

Fees and Expenses

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

15.5.7 Add a new Subparagraph as follows:

Modifications, Confirmations, and Appeals

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

15.5.8 Add a new Subparagraph as follows:

Secretary for the Arbitrators

All notices, requests, or other correspondence intended for the arbitrators shall be sent to Executive Director / Director / Head of Owner or Owner's Board.

**MINORITY PARTICIPATION
SECTION 00 7339**

PART 1 – PARTICIPATION FORM

1.01 GENERAL

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

**OWNER
Address
Phone**

**Minority Tracking or Participation Form
February 2003**

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

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

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

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

Project Name and Number: _____

General Contractor: (Name) _____

Check the Following Appropriate Box

<input type="checkbox"/>
<input type="checkbox"/>

There are NO minority participants included in this bid proposal.

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

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

Name: _____

Division: _____

Amount \$ _____

Division 0

12/15/2020

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Division 0

12/15/2020

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

Name: _____

Division: _____

Amount \$ _____

End of Form

**LABOR REQUIREMENTS
SECTION 00 7343**

PART 1 - EQUAL OPPORTUNITY

1.01 GENERAL

The Contractor will maintain policies of employment as follows:

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

PART 2 – FEDERAL REQUIREMENTS

2.01 APPLICABILITY

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

PART 3 - WAGE RATES

3.01 GENERAL

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

**SPECIAL CONDITIONS
SECTION 00 8000**

PART 1 - PERFORMANCE INFORMATION

N/A

PART 2 - GRANT CONDITIONS

N/A

PART 3 - OTHER CONDITIONS

N/A

**ADDENDA
Division 0**

12/15/2020

SECTION 00 9000

1.01 ADDENDA

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

Division 0

12/15/2020

**SUMMARY OF WORK
SECTION 01 1000**

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. **Work Covered:** Work covered by the Contract Documents is as shown in drawings and described in words in the Project Manual. The Project Title and location is indicated on the first page of this Project Manual.
- B. **Start of Work:** Work shall be started immediately upon issuance of a *Notice to Proceed*. Prior to this, all Contracts and beginning documents will have been executed and insurance in force.
- C. **Time of Completion:** The completion of this Work is to be on, or before, the time indicated in the *Standard Form of Agreement Between the Owner and the Contractor*.
- D. **Contractor's Duties:**
 - 1. Except as specifically noted, provide and pay for:
 - a. Labor, materials and equipment.
 - b. Tools, construction equipment and machinery.
 - c. Water, heat and utilities required for construction.
 - d. Other facilities and services necessary for proper execution and completion of the Work.
 - 2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
 - 3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of the receipt of the bids:
 - a. Permits.
 - b. Government fees.
 - c. Licenses.
 - 4. Give required notices.
 - 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
 - 6. Promptly submit written notice to Professional of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for work known to be contrary to such requirements, without notice.
 - 7. Enforce strict discipline and good order among employees. Do not employ or work unfit persons, or persons, not skilled in assigned task.
 - 8. Provide a written safety plan.
- E. **Hazardous Materials:** The Prime General Contractor is responsible for the removal and disposal of any hazardous materials encountered in the performance of the Contract requirements. Hazardous Containing Materials [HCM] include, but are not limited to, Asbestos and Lead Paint and should be identified and removed as a part of the Contract. The absence of details does not relieve the Prime General Contractor from the responsibility of removal and disposal; but, a Change Order could be executed in the absence of identified HCM in the documents.
- F. **Coordination:** The Prime General Contractor is responsible for the coordination of the total project. All other Contractors and all Subcontractors will cooperate with the Prime General Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work. Refer to Section 01 3100 entitled *Project Coordination*.

1.02 CONTRACTS

Contracts: Construct work under a single Prime General Contract. Refer to Section 00 5200 entitled *Standard Form of Agreement Between the Owner and the Contractor*.

1.03 WORK BY OTHERS

Work by Others shall be described in each appropriate Project Manual section and noted on the Drawings.

1.04 OWNER-FURNISHED PRODUCTS

- A. **Products Furnished By Owner:** Products furnished by Owner shall be described in each appropriate Project Manual section and noted on the Drawings.
- B. **Products:** Delivered and unloaded at site.

-
- C. **Owner's Duties:**
 - 1. Schedule delivery date with Supplier in accordance with construction schedule.
 - 2. Obtain installation drawings and instructions.
 - 3. Submit claims for transportation damages.
 - 4. Arrange Guarantees, Warranties, etc..
 - D. **Contractor's Duties:**
 - 1. Designate required delivery date for each product in construction schedule.
 - 2. Promptly inspect delivered products, report missing, damaged, or defective items.
 - 3. Handle at site, including uncrating and storage.
 - 4. Protect from exposure to elements and from damage.
 - 5. Repair or replace damaged items resulting from Contractor's operations.
 - 6. Install and make final connections.

1.05 CONTRACTOR'S USE OF PREMISES

- A. Confine operations at site to areas permitted by:
 - 1. Law.
 - 2. Ordinances.
 - 3. Permits.
 - 4. Contract Documents.
 - 5. Owner.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of Owner or other Contractors.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Limit use of site for work and storage to the area indicated in the drawings.

1.06 SPECIAL REQUIREMENTS

- A. Refer to Section 01 8000 entitled *Special Requirements* for any Project specific summary of work requirements.

**ALLOWANCES
SECTION 01 2100**

1.01 DESCRIPTION

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

1.02 SCHEDULE OF ALLOWANCES

- A. Refer to Section 01 8000 entitled *Special Requirements* for Project specific Schedule of Allowances.

**ALTERNATES
SECTION 01 2300**

1.01 DESCRIPTION

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

1.02 DESCRIPTION OF ALTERNATES

- A. Refer to Section 01 8000 entitled *Special Requirements* for Project specific description of project Alternates.

**CHANGE ORDER PROCEDURES
SECTION 01 2600**

1.01 SCOPE

- A. This Section describes the procedures for processing Change Orders to the Contract by the Owner, the Professional

1.02

CHANGE ORDER PROCEDURES

- A. **Change Proposed by Professional:** The Professional may issue a Change Order Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor will prepare and submit a Change Order Proposal within ten (10) working days.
- B. **Change Proposed by Contractor:** The Contractor may propose a change by submitting a request for change to the Professional, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01 6000 entitled *Substitutions and Product Options*.
- C. **Contractor's Documentation:**
1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
 2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
 3. On request, provide additional data to support computations:
 - a. Quantities of products, labor, and equipment
 - b. Taxes, insurance and bonds
 - c. Overhead and profit
 - d. Justification for any change in Contract Time
 - e. Credit for deletions from Contract, similarly documented
 4. Support each claim for additional costs, and for Work completed on a time and material basis, with additional information:
 - a. Origin and date of claim
 - b. Dates and times work was performed and by whom
 - c. Time records and wage rates paid
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- D. **Construction Change Directive:** The Professional may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time. The change in Work will be promptly executed.
- E. **Format:** The Professional will prepare three (3) originals of the Change Order or Change Directive using the Owner's *Change Order Form*. Where time is of the essence, and at the sole discretion of the Owner, scanned documents may be deemed acceptable to the Owner where signatures and dates are executed in blue ink.
- F. **Types of Change Orders:**
1. **Stipulated Sum Change Order:** Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Professional.
 2. **Unit Price Change Order:** For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.
 3. **Time and Material Change Order:** Submit itemized account and supporting data after completion of change, within time limits indicated in the *Standard Form of Agreement Between the Owner and the Contractor*. The Professional will determine the change allowable in Contract Sum and Contract Time as provided in the
- Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. **Execution of Change Order:** The Professional will issue Change Orders for signatures of parties as provided in the *Standard Form of Agreement Between the Owner and the Contractor*. Final execution of all Change Orders requires approval by the Owner.
- H. **Correlation of Contractor Submittals:** The Contract shall promptly revise *Schedule of Values* and the *Application for Payment* forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

**SCHEDULE OF VALUES
SECTION 01 2973**

1.01 DESCRIPTION

- A. **Scope:** Submit a *Schedule of Values* to the Professional at least ten (10) days prior to submitting the first Application for Payment. Upon the Professional's request, the Contractor will provide supportive data substantiating their correctness. Use *Schedule of Values* only as basis for Contractor's Application for Payment.
- B. **Form of Submittal:** Submit Schedule of Values on AIA Document G703, or computer generated form containing similar style, using Table of Contents of these Specifications as basis for format for listing costs of work for sections under Divisions 2-48. Identify each line item with number and title as listed in Table of Contents in these Specifications.
- D. **Preparing Schedule of Values:**
1. Itemize separate line item cost for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, temporary facilities and controls.
 2. Itemize separate line item cost for work required by each Section of these Specifications. Break down installed cost with overhead and profit.
 3. Where determined to be feasible by the Owner, for each line item which has installed value of more than \$20,000, break down costs into sub-components or divisions of \$20,000 or less, rounding figures to nearest dollar. Make sum of total costs of all items listed in Schedule equal to total Contract Sum.
- E. **Preparing Schedule of Unit Material Values:**
1. Submit separate Schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: cost of material, delivery, unloading at site, and sales tax.
 2. Make sure unit prices multiplied by quantities equal material cost of that item in Schedule of Values.
- F. **Review and Resubmittal:** After Professional's review, if requested, revise and resubmit Schedule of Values in same manner.

**APPLICATIONS FOR PAYMENT
SECTION 01 2976**

1.01 SCOPE

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

1.02 APPLICATIONS FOR PAYMENT

- A. **Format:**
1. Applications for Payments will be prepared on AIA forms G702 - *Application and Certificate for Payment* and G703 - *Continuation Sheet*; or, a computer generated form containing similar data may be used.
- B. **Preparation of Application:**
1. Present required information in typewritten form
 2. Execute certification by signature of authorized officer
 3. Use data from approved *Schedule of Values*. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
 4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.
 5. Prepare Application for Final Payment as specified in Section 01 7700 entitled *Contract Closeout*.
- C. **Submittal Procedures:**
1. Submit original and one (1) copy of each Application for Payment
 2. Submit an updated construction schedule with each Application for Payment as described in Section 01 3216 entitled *Progress Schedule* or Section 01 3127 entitled *Network Analysis Schedules*.
 3. Submit requests for payment at intervals agreed upon by the Professional, Owner and Contractor.
 4. Submit requests to the Professional at agreed upon times, or as may be directed otherwise.
- D. **Substantiating Data:**
1. Submit data justifying dollar amounts in question when such information is needed.
 2. Provide one (1) copy of the data with a cover letter for each submittal.

-
3. Indicate the Application number, date and line item number and description.

**PROJECT COORDINATION
SECTION 01 3100**

1.01 DESCRIPTION

- A. **Scope:** To set forth procedures, conditions and responsibility for coordination of the total project.
- B. **Project Coordinator:** The Contractor, as soon as practicable after the award of each Job Order, and prior to commencement of any on-site Work, shall submit name(s) and qualifications of the proposed superintendent and any assistant superintendents as set forth in the Contract Documents. Upon the approval of the Professional and the Owner, the Project Coordinator will remain until the Project is completed and cannot be removed during construction without the written consent of the Owner and the Professional.
- C. **Project Manager:** Where a Project involves a Mississippi Landmark or a building and/or site potentially eligible for such designation, the Contractor shall also submit name and qualifications of the project home office project manager as set forth in the General and Supplementary Conditions of the Contract. Upon the approval of the Professional and the Owner, the Project Coordinator will remain until the Project is completed and cannot be removed during construction without the written consent of the Owner and the Professional.

1.02 DUTIES OF PROJECT COORDINATOR

- A. **General:**
1. **Coordination:** Coordinate the work of all Subcontractors and Material Suppliers.
 2. **Supervision:** Supervise the activities of every phase of work taking place on the Project.
 3. **Mechanical/Electrical:** Take special care to coordinate and supervise the work of the plumbing, heating and cooling and electrical Subcontractors.
 4. **Communication:** Establish lines of authority and communication at the job site.
 5. **Location:** The Project Coordinator must be present on the job all of the time.
 6. **Permits:** Assist in obtaining building and special permits required for construction.
- B. **Interpretations of Contract Documents:**
1. **Consultation:** Consult with Architects and Engineers to obtain interpretations.
 2. **Assistance:** Assist in resolution of any questions.
 3. **Transmission:** Transmit written interpretations to concerned parties.
- C. **Cessation of Work:** Stop all work not in accordance with the requirements of the Contract Documents.
- D. **Division One:** Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:
1. **Cutting and Patching:** Supervise and control all cutting and patching of other trades' work.
 2. **Project Meetings:** Schedule and preside at all project meetings.
 3. **Construction Schedules:** Prepare and submit all construction schedules; supervise work to monitor compliance with schedules.
 4. **Shop Drawings, Product Data and Samples:** Administer the processing of all submittals required by the Project Manual.
 5. **Schedule of Values:** Assist in preparation and be knowledgeable of each entry in the Schedule of Values.
 6. **Testing:** Coordinate all required testing.
 7. **Temporary Facilities and Controls:** Allocate, maintain and monitor all temporary facilities.
 8. **Substitutions and Product Options:** Administer the processing of all substitutions.
 9. **Project Closeout:** Conduct final inspections and assist in collection and preparation of closeout documents.
 10. **Cleaning:** Direct and execute a continuing cleaning program throughout construction, requiring each trade to dispose their own debris.
 11. **Project Record Documents:** Maintain up-to-date project record documents.
 12. **Safety Measures:** Plan and enforce all safety requirements.
- E. **Changes:** Recommend and assist in the preparation of requests to the Professional for any changes in the Contract.
- F. **Application for Payment:** Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

1.03 SUBCONTRACTOR'S DUTIES

- A. **General:** The Subcontractor is responsible for coordinating and supervising employees in the work to be accomplished under their part of the Contract.
- B. **Schedules:** Conduct work to assure compliance with construction schedules.

-
- C. **Suppliers:** Transmit all instructions to Material Suppliers.
 - D. **Cooperation:** Cooperate with the Project Coordinator and other Subcontractors.

1.04 **OWNER-PURCHASED PRODUCTS**

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

**PROJECT MEETINGS
SECTION 01 3119**

1.01 **DESCRIPTION**

- A. **Contractor's Responsibilities:** The General Contractor will administer all progress meetings which include the following:
 - 1. Prepare agenda
 - 2. Distribute written notice of meetings to listed attendees seven (7) days in advance
 - 3. Make physical arrangements for and presiding at the meetings
 - 4. Record minutes
 - 5. Distribute copies of the minutes to listed attendees, regardless of actual participation, within four (4) days
- B. **Pre-Construction Meeting:** The Owner will schedule a pre-construction meeting as soon as possible after the award of Contract and the issuance of a *Notice to Proceed*.
 - 1. **Attendees:**
 - a. Owner
 - b. Professional and Consultants
 - c. General Contractor
 - d. Major Subcontractors, including mechanical and electrical
 - e. Representatives of governmental, or other regulatory agencies
 - f. Commissioning Authority Professional (if Cx on project)
 - 2. **Minimum Agenda:** (prepared by the General Contractor)
 - a. Distribute and discuss preliminary construction schedule
 - b. Critical work sequencing
 - c. Designation of responsible personnel
 - d. Procedures for maintaining record documents
 - e. Use of premises, including office and storage areas
 - f. Owner's requirements
 - g. Security procedures
 - h. Housekeeping procedures
 - i. Commissioning issues (if Cx on project)
 - 3. **Utilities:** A written agreement must be reached on how all utilities will be furnished and the rates the Contractor will be charged. This agreement should be resolved at this meeting. Refer to Section 01 5000 entitled *Construction Facilities and Temporary Controls* and Section 01 8000 entitled *Special Requirements* of this Project Manual for additional utility requirements.
- C. **Progress Meetings:**
 - 1. The Owner will schedule regular meetings at the time of the pre-construction conference
 - 2. Hold all meetings as progress of work dictates
 - 3. **Attendees:**
 - a. Owner
 - b. Professional and Consultants
 - c. General Contractor
 - d. Subcontractors, as pertinent to the agenda
 - e. Commissioning Authority Professional (if Cx on project)
 - 4. **Minimum Agenda:**
 - a. Review, approve minutes of the previous meeting
 - b. Review work progress since last meeting
 - c. Note field inspections, problems and decisions
 - d. Identify problems which impede planned progress
 - e. Review off-site fabrication problems
 - f. Revise construction schedule, as indicated

- g. Plan progress during the next work period
- h. Review proposed changes
- i. Complete other current business
- j. Commissioning issues (if Cx on project)

D. Commissioning Meetings (If Cx on project):

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

**PROGRESS SCHEDULES
SECTION 01 3216**

1.01 DESCRIPTION

- A. **Scope:** Provide projected construction schedules for the entire Work and revise periodically. The following is a minimum requirement and other type schedules are acceptable with Owner's approval. This type of schedule is acceptable for any Project whose initial Contract award amount is **less than** one (1) million dollars (\$1,000,000).
- B. **Form of Schedules:** Prepare in form of horizontal bar chart.
 1. Provide separate horizontal bar column for each trade or operation.
 2. Place in order of the Table of Contents of Specifications.
 3. Identify each column by major Specification section number.
 4. Identify the first work day of each week by horizontal time scale.
 5. Scale and space to allow for updating.
- C. **Contents of Schedule:**
 1. Provide complete sequence of construction by activity.
 2. Indicate dates for beginning and completion of each stage of construction.
 3. Identify work of separate floors, separate phases, or other logically grouped activities.
 4. Show projected percentage of completion for each item of work as of first day of month.
- D. **Updating:**
 1. Show all changes occurring since previous submission of updated schedule.
 2. Indicate progress of each activity and completion dates.
- E. **Submittals:**
 1. Submit initial schedules to the Professional within fifteen (15) days after date of *Notice to Proceed*.
 2. Submit to Professional periodically updated schedules accurately depicting progress to first day of each month.
 3. Submit two (2) copies, one (1) to be retained by the Professional and the other forwarded to the Owner.

**NETWORK ANALYSIS SCHEDULE
SECTION 01 3217**

1.01 DESCRIPTION

- A. **Scope:** Provide projected network analysis schedules for the entire Work and revise periodically. This type of

Division One

schedule is acceptable for any Project whose initial Contract award amount is one million dollars (\$1,000,000), or greater.

1.02 **REFERENCES**

- A. **Critical Path Methods in Construction Practice, 4th Edition:** Written by James M. Antill and Ronald W. Woodhead, published by Wiley.

1.03 **QUALITY ASSURANCE**

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

1.04 **FORMAT**

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

1.05 **SCHEDULES**

- A. **Critical Path Methods:** Prepare network analysis diagrams and supporting mathematical analyses using the critical path method.
- B. **Order of Work:** Illustrate order and interdependence of activities and sequence of Work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. **Complete Sequence of Construction:** Illustrate complete sequence of construction by activity, identifying work of separate stages. Provide dates for submittals and return of submittals; dates for procurement and delivery of products; and dates for installation and provision for testing. Provide legend for symbols and abbreviations used.
- D. **Mathematical Analysis:** Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
1. Preceding and following event numbers
 2. Activity description
 3. Estimated duration of activity, in maximum thirty (30) day intervals
 4. Earliest start date
 5. Earliest finish date
 6. Actual start date
 7. Actual finish date
 8. Latest start date
 9. Latest finish date
 10. Total and free float
 11. Monetary value of activity (keyed to *Schedule of Values*)
 12. Percentage of activity completed
 13. Responsibility
- E. **Analysis Program:** Capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates, and re-computation of all dates and floats.
- F. **Required Sorts:** List activities in sorts or groups:
1. By preceding work item or event number from lowest to highest
 2. By amount of float, then in order of early start
 3. By responsibility in order of earliest possible start date
 4. In order of latest allowable start dates
 5. In order of latest allowable finish dates
 6. Contractor's periodic payment request sorted by *Schedule of Values* listings, Specifications section
 7. Listing of basic input data which generates the report
 8. Listing of activities on the critical path
 9. Monthly cash flow
- G. **Schedule of Values:** Coordinate contents with *Schedule of Values* in Section 01 2973.

1.06

SUBMITTALS FOR REVIEW

- A. **Preliminary Network Diagram:** Within fifteen (15) days after the date established in the *Notice to Proceed* submit proposed preliminary network diagram defining planned operations for the first sixty (60) days of Work, with a general outline for the remaining Work.
- B. **Review:** Participate in review of preliminary and complete network diagrams jointly with the Professional.
- C. **Proposed Complete Network Diagram:** Within twenty (20) days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that mechanical and electrical Subcontractors have reviewed and accepted proposed schedule.
- D. **Complete Network Diagram:** Within ten (10) days after joint review, submit complete network analysis consisting of network diagrams and mathematical analysis.
- E. **Updated Network Schedules:** Submit updated network schedules with each Application for Payment.
- F. **Copies:** Submit the number of opaque reproductions the Contractor requires, plus two (2) copies which will be retained by the Professional and the Owner.

1.07

REVIEW AND EVALUATION

- A. **Review:** Participate in joint review and evaluation of network diagrams and analysis with the Professional at each submittal.
- B. **Evaluate:** Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. **Revisions:** After review and approval of the Professional, revise as necessary as a result of the review and resubmit within ten (10) days.

1.08

UPDATING SCHEDULES

- A. **Schedules:** Maintain schedules to record actual start and finish dates of completed activities.
- B. **Progress:** Indicate progress of each activity to date of revision, with projected completion date of each activity. Update diagrams to graphically depict current status of Work.
- C. **Modifications:** Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. **Changes:** Indicate changes required to maintain Date of Substantial or Total Completion. These changes will be made only with the approval of the Professional.
- E. **Extensions:** Contract completion time will be adjusted only for causes specified in the Contract. Requests for an extension of the contract completion date by the Contractor shall be supported with a justification, CPM data and supporting evidence as the Owner may deem necessary for determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the Contract. Submission of proof based on revised activity logic duration and costs is obligatory to any approvals. The schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved in the request. The Owner's determination as to the total number of days of contract extension shall be based upon the current computer-produced calendar-dated schedule for the time period in question and all other relevant information. Actual delays in activities which, according to the computer-produced calendar-dated schedule, do not affect the extended and predicted contract completion dates shown by the critical path in the network, will not be the basis for a change to the contract completion date. The Owner will, within a reasonable time after receipt of such justification and supporting evidence, review the facts and advise the Contractor in writing of the Owner's decision. The Contractor shall submit each request for a change in the contract completion date to the Owner. The Contractor shall include as a part of each change order proposal, a sketch showing all CPM revisions, duration changes, and cost changes, for the work in question and its relationship to other activities on the approved arrow diagram.
- F. **Substantiate:** Submit sorts required to support recommended changes.
- G. **Report:** Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

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

**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
SECTION 01 3323**

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

-
- b. Project title and number.
 - c. The names of the Professional, Contractor, Supplier, Manufacturer and separate detailer, when pertinent.
 - d. Identification of product, or material.
 - e. Relation to adjacent structure, or materials.
 - f. Field dimensions clearly identified as such.
 - g. Specification section number.
 - h. Applicable standards such as ASTM number, or federal specifications.
 - i. A blank space (2" x 3") for the Professional's stamp.
 - j. Identification of deviations from Contract Documents.
 - k. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements and compliance with Contract Documents.
- G. **Resubmission Requirements:**
- 1. **Shop Drawings:** Revise initial drawings, as required, and resubmit as specified for initial submittal. Indicate on the drawings any changes which have been made other than those required by the Professional.
 - 2. **Product Data and Samples:** Submit new data and samples, as required, for initial submittal.
- H. **Distribution of Submittals After Review:**
- 1. Distribute copies of shop drawings and product data which carry Professional's stamp to Contractor's file, job site file, Subcontractor, Supplier and Fabricator.
 - 2. Distribute samples as directed.
- I. **Professional's Duties:**
- 1. Review submittals with reasonable promptness.
 - 2. Review for design concept of Project and information given in Contract Documents.
 - 3. Review of separate item does not constitute review of an assembly in which item functions.
 - 4. Affix stamp and initials, or signature, certifying the review of submittal.
 - 5. Return submittals to Contractor for distribution.

TESTING LABORATORY SERVICES SECTION 01 4529

1.01 DESCRIPTION

- A. **Scope:** The Contractor will employ and pay for the services of an independent laboratory to perform specified services. In some instances, Owner will provide such testing services through independent testing laboratory retained by the Professional. Employment of a testing laboratory or provision of such services by others shall in no way relieve the Contractor of his obligation to perform work in accordance with the Contract.
- B. **Inspection, Sampling and Testing:** Refer to each individual specification section for specific inspection, sampling and testing requirements.
- C. **Qualification of Laboratory:**
- 1. Meet the *Recommended Requirements for Independent Laboratory Qualification* published by the American Council of Independent Laboratories.
 - 2. Meet the basic requirements of ASTM E 329-70, *Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction*.
 - 3. **Responsible Engineer:** Perform all testing under the direct supervision of a registered Professional engineer employed full time by the testing laboratory.
 - 4. **Submittals:** Submit a copy of the inspection report of the facilities made by materials reference laboratory of National Bureau of Standards of any deficiencies reported by the inspection.
 - 5. **Approval:** The Professional must approve the testing laboratory.
- D. **Laboratory's Duties:**
- 1. Upon notice, cooperate with the Professional and the Contractor to promptly provide qualified personnel. Perform specified inspections, sampling and testing of materials and methods of construction to ascertain compliance with requirements of Contract Documents. Promptly notify the Professional and the Contractor of irregularities or deficiencies of work observed during performance of services.
 - 2. Reports of inspections and tests will include:
 - a. Date issued
 - b. Project title and number
 - c. Testing laboratory's name and address
 - d. Name and signature of inspector
 - e. Date of inspection, or sampling

- f. Record of temperature and weather
- g. Date of test
- h. Identification of product and Specification section
- i. Location of Project
- j. Type of inspection, or test
- k. Observations regarding compliance with Contract Documents
3. Prompt distribution of copies of the inspection reports and tests to:
 - a. Owner
 - b. Professional
 - c. General Contractor
 - d. Consulting Engineer, when pertinent
 - e. Subcontractor, when pertinent

E. Contractor's Responsibilities:

1. Cooperate with laboratory personnel to provide access to work and to manufacturer's operation. Provide the laboratory with the required quantities of preliminary samples representative of materials to be tested and required quantities. When required, furnish copies of mill test reports. Furnish laboratory casual labor to obtain and handle samples at the site and to facilitate inspections and tests. Provide facilities for laboratory's exclusive use for storage and curing of test samples. Notify laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
2. Arrange and pay for additional samples and tests required for Contractor's convenience. When initial tests indicate work does not comply with Contract Documents, the Contractor may employ and pay for the services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing.

**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
SECTION 01 5000**

1.01 DESCRIPTION

- A. **Scope:** Work required under this section consists of all temporary construction facilities, services and related items to complete the work indicated on the drawings and described in the Project Manual.
- B. **Standards:**
 1. Conform to or exceed all temporary construction requirements stated in the current edition of the **International Building Code** [Chapter entitled *Safeguards During Construction*].
 2. Refer to Section 00 7200 entitled *General Conditions of the Contract For Construction, Article 10 Protection of Persons and Property* as amended by Section 00 7300 *Supplementary Conditions*.
- C. **Materials:** All materials required by the Work of this section shall be as specified in the respective sections.

1.02 FACILITIES AND CONTROLS

- A. **Access:** The Prime General Contractor shall provide an adequate access and/or roads to the site of the structure, if required for the prosecution of work; and, should also provide and maintain at least one (1) temporary, or permanent, access to each working elevation to be permanently occupied.
- B. **Hoisting Facilities:** The Prime General Contractor shall be responsible for providing suitable capacity and hoisting facilities for all people and materials. The use of the hoisting facilities shall be by mutual agreement of the Prime General Contractor and the individual Contractor.
- C. **Field Office and Sheds:** At all times, the Prime General Contractor shall provide and maintain an on-site office with telephone, which may also be used by Subcontractors, the Owner and the Professional. Office location will be approved by the Owner. Where no suitable available space within an existing building is specifically identified for such purposes in Section 01 8000 entitled *Special Requirements* or elsewhere in the Contract Documents, the Prime General Contractor shall provide a trailer with full utilities for such purpose throughout the Contract Time with space for both Contractor management personnel as well as for holding progress meetings. Each general and individual Contractor shall provide suitable watertight/dampproof sheds or containers to house their construction materials.
- D. **Sanitation Facilities:** The Prime General Contractor is responsible for furnishing adequate temporary toilet facilities on the job site unless use of existing facilities on site is specifically permitted in Section 01 8000 entitled *Special Requirements* or elsewhere in the Contract Documents.
- E. **Drinking Water:** The Prime General Contractor shall provide at all times sanitary drinking water facilities for all workmen on the job including ice, when required, and paper cups, etc.

-
- F. **Fire Protection:** The Prime General Contractor shall provide general temporary fire protection except where the Work is within an existing building with operational permanent fire protection systems. Subcontractors will be responsible for their own. Where operational permanent fire protection systems exist, the Prime General Contractor and all Subcontractors shall take care not to damage such systems and take measures to prevent accidentally engaging such systems. Where the temporary disabling of any existing operational system is required for the performance of the Work, such shut-down shall be coordinated with the Owner.
- G. **Storage:** The Prime General Contractor shall coordinate the allocation of storage areas to the various Subcontractors.
- H. **Temporary Heating/Cooling/Dehumidification:** The Prime General Contractor shall provide heating, cooling, dehumidification, fuel and services, as necessary, to protect all work from dampness and cold or excessive heat and humidity until final acceptance. If in the late stages of the construction, mechanical and electrical installations will permit operation without damage to systems, and subject to the approval of the Professional and Owner, the mechanical and electrical facilities may be used to provide heating, cooling, dehumidification and ventilation in strict accordance with conditions established by the Professional and/or his Consultants. However, the Owner is saved harmless of any costs of operation, including the periodic replacement of filters, or responsibility as to acceptance of mechanical and/or electrical installations.
- I. **Utilities:** The Prime General Contractor shall make arrangements for and furnish all water, gas, electricity (lighting and power) and other utilities necessary for construction purposes unless otherwise specified in Section 01 8000 entitled *Special Requirements* or elsewhere in the Contract Documents. Where any such utilities are to be furnished by the Institution or Agency, and such requirements are not detailed in Section 01 8000 or elsewhere in the Contract Documents, a written agreement must be reached on how any such utilities (water, gas, and electricity) will be furnished and the rates the Contractor will be charged by the Institution or Agency prior to initial use of any such utility. A copy of the final agreement signed by the Contractor and the Institution or Agency must be forwarded to the Owner. If the written agreement is not filed with the Owner, the Contractor and the Institution or Agency waives all rights as to the rates charged. The Owner will then determine all utility rates and assess the charges before final payment is rendered.
- J. **Project Sign:** Where required in Section 01 8000 entitled *Special Requirements* or elsewhere in the Contract Documents, the Contractor shall furnish and erect on adequate supports and maintain one (1) neatly constructed sign identifying the names of the Project, Governor, Owner, Prime Professional, Contractor and Using Agency/Institution, and Governing Board as applicable. Sign shall also indicate the source(s) of funds for the project. The erection of additional signs depicting the names of the Contractor, Sub-Contractor, or Vendors is strictly prohibited. Unless a larger sign is otherwise detailed in the Contract Documents, such sign shall be as follows:
1. The Prime General Contractor will erect on adequate supports one (1) neatly constructed and painted or printed four foot by eight foot (4' x 8') plywood or equivalent panel conforming to the Owner's Project Sign Template to be furnished with text, colors, and graphics specific to the Project.
 2. No logos, graphics, custom fonts or similar are permitted for Prime Professional or Contractor names depicted on Project Sign.
 3. The Prime General Contractor is responsible for maintaining the Project Sign until Final Acceptance of the Work or until Substantial Completion when authorized by the Owner. Any damage, including chipping, peeling or fading of text or images shall be promptly repaired or replaced.

SUBSTITUTIONS AND PRODUCT OPTIONS SECTION 01 6000

1.01 DESCRIPTION

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

1.02 PRODUCTS LIST

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

1.03 CONTRACTOR'S OPTIONS

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

1.04 SUBSTITUTIONS

- A. A product or construction method that varies from a product or construction method specified in one or more consequential characteristics, reference standards, or technical performance requirements shall be considered a substitution.
- B. Professional will not consider requests for substitutions during bidding.
- C. Within thirty (30) days after the Contract has been signed, the Professional will consider formal requests from the Contractor for substitution of products in place of those specified. Submit five (5) copies of the request for substitutions. Include in the request:
1. Narrative summarizing characteristics, reference standards, or technical performance requirements that product varies from and how the proposed product or construction method will meet or exceed project requirements
 2. For products:
 - a. Product identification including Manufacturer's name and address.
 - b. Manufacturer's literature: Product description, performance and test data and reference standards.
 - c. Samples.
 - d. Name and address of similar projects on which product was used and date of installation.
 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 4. Agreement to pay for any additional professional costs if acceptance of substitution will require substantial revision of Contract Documents.
 5. Data relating to any delays to the construction schedule if any will result from proposed substitution.
 6. Accurate cost data on proposed substitution if any project cost increases are anticipated or any cost savings are being offered for proposed substitution.
- D. In making request for substitution, Contractor represents:
1. Proposed product, or method, has been investigated and determined that it is equal or superior in all respects to that specified.
 2. The same or better guarantee and/or warranty will be provided for substitutions for product or method specified.
 3. Installation of accepted substitutions will be coordinated into the Work, making such changes required of work to be complete in all respects at no additional cost to the Owner.
 4. All claims for additional costs related to substitution, including any delays to the construction schedule, which consequently become apparent will be waived.
 5. Unless specifically identified in substitution submittal and such delay is specifically agreed to by Change Order to the Contract, substitution will not cause any delay to the construction schedule.
 6. Proposed product, or method, will not result in any additional costs to the Owner.
- E. Substitutions will not be considered if:
1. Indicated, or implied, on shop drawings or product data submittals without formal request submitted in accordance with this Section.
 2. Acceptance will require substantial revision of Contract Documents unless compensation for such additional professional costs are paid by Contractor at no additional cost to the Owner.
 3. In the Professional's judgment, the product, or material, is not equal.

**CUTTING AND PATCHING
SECTION 01 7329**

1.01 GENERAL DESCRIPTION

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

1.02 MATERIALS/PRODUCTS

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

1.03 EXECUTION

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

**CLEANING
SECTION 01 7400**

1.01 DESCRIPTION

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

1.02 PRODUCTS

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

1.03 EXECUTION

- A. **During Construction:** Execute cleaning to insure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish. Wet down dry materials and rubbish to lay dust and prevent

blowing dust. At reasonable intervals during progress of work, clean site and public properties and dispose of waste materials, debris and rubbish. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property. Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or occupancy. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights. Schedule cleaning operations so that dust or other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces.

- B. **Final Cleaning:** Employ experienced workmen, or professional cleaners, for final cleaning. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finishes. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces. Broom clean paved surfaces; rake clean other surfaces of grounds. Replace air conditioning filters, if units were operated during construction. Clean ducts, blowers and coils if air conditioning units were operated without filters during construction. Maintain cleaning until Project, or respective portions thereof, is occupied by Owner.

STARTING OF SYSTEMS SECTION 01 7500

1.01 GENERAL

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

1.02 STARTING SYSTEMS

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

1.03 DEMONSTRATION AND INSTRUCTIONS

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

CONTRACT CLOSEOUT SECTION 01 7700

1.01 DESCRIPTION

1.02

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

FINAL INSPECTIONS

- A. **Professional's Review:** The Contractor shall make written notice that the Work of a Job Order is ready for final inspection and acceptance by the Owner to the Professional; such notice to be given not less than ten (10) days prior to the date desired for inspection. The Professional will promptly visit the site and assess the state of Work of the Job Order to determine if it is ready for final inspection by the Owner. If, in the Professional's judgment, the Work of the Job Order is not ready for final inspection, the Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised request for final inspection when those reasons have been resolved. Once the Professional determines the Work of the Job Order is ready for final inspection, the Prime Professional will call for final inspection of the Project with the Owner for the purpose of determining whether the Work of the Job Order is acceptable under the Contract Documents.
- B. **Owner's Inspection:** After the Professional has ascertained the Work of the Job Order to be ready, an Owner's inspection will be scheduled within ten (10) days thereafter. The Contractor will have not more than thirty (30) days thereafter, unless a longer time for specific items is mutually agreed to in writing by the Owner and Contractor to make any corrections of the final punch list items and to submit closeout documents.
- C. **Correction of Work Before Final Payment:** The Contractor shall address all defects or discrepancies noted on the final punch list and promptly remove from the Owner's premises all materials condemned for failure to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract. Failure to remedy such defects or discrepancies after thirty (30) days, unless a longer time for specific items is mutually agreed to in writing by the Owner and Contractor, will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor, or charged to the Contractor in the event no payment is due.

1.03

CLOSEOUT DOCUMENTS

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

- A. **Request for Final Payment:** AIA Document G702, current edition, completed in full or a computer generated form having similar data.
- B. **Consent of Surety Company to Final Payment:** AIA Document G707, current edition, completed in full by the Bonding company.
- C. **Power of Attorney:** Closeout documents should be accompanied by an appropriate Power of Attorney.
- D. **Release of Liens and Certification that All Bills Have Been Paid:** AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from any and all claims and/or damages.
- E. **Contractor's Affidavit of Payment of Debts and Claims:** AIA Document G706, current edition, completed in full.
- F. **Guarantee of Work:** Sworn statement that all work is guaranteed against defects in materials and workmanship for one (1) year from date of Owner's acceptance, except where specified for longer periods.
1. Word the Guarantee as follows, or in a similar manner:
We hereby guarantee all work performed by us on the above captioned Project to be free from defective materials and workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work.
 2. All guarantees and warranties shall be obtained in the Owner's name.
 3. Within the Guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition building, site, equipment or contents thereof. The Contractor shall make good any work, materials, equipment or contents of said buildings or site which may be disturbed by fulfilling any such Guaranty.
 4. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the Guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.
 5. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other documents forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.
- G. **Project Record Documents:** Furnish all other record documents as set forth in Section 01 7800 entitled *Project Record Documents*. Failure provide such documents within thirty (30) days of Request for Final Payment shall result in the Owner, in consultation with the Professional, determining a fair market value of such documents with such

costs to be retained or deducted from the balance due the Contractor, or charged to the Contractor in the event no payment is due.

- H. **Additional Documents Specified Within the Project Manual:** Provide all additional certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements. Failure provide such documents within thirty (30) days of Request for Final Payment shall result in the Owner, in consultation with the Professional, determining a fair market value of such documents with such costs shall be deducted from the balance due the Contractor, or charged to the Contractor in the event no payment is due.

PROJECT RECORD DOCUMENTS SECTION 01 7800

1.01 DESCRIPTION

- A. **Scope:** To set forth the procedure and requirements for keeping project record documents.
- B. **Maintenance Documents:**
1. Throughout the Contract, maintain one (1) copy of all of the following: Contract Drawings, Project Manual, Addenda, Change Order(s), reviewed shop drawings, reviewed submittals, hardware schedules, field, and laboratory test records, equipment brochures, parts lists, operating instructions and other modifications to the Contract.
 2. Store documents on site apart from documents used for construction.
 3. Maintain documents in clean, dry, legible condition. Do not use record documents for construction purposes.
 4. Make documents available, at all times, for inspection by the Professional, Commissioning Authority Professional, and the Owner.
 5. Keep documents in 8 1/2" x 11" loose leaf binders. Clearly label each binder on the spine. Sub-divide with permanently marked tabs of card stock. Provide a main tab for each specification section. Provide sub-tabs for each major piece of equipment or component.
 6. Format for information behind each tabbed piece of equipment/component shall be:
 - a. Contractor/Installer Information: Include address, phone number and contact name. Include emergency service contact information as applicable.
 - b. Manufacturer Information: Include address, phone number and contact name.
 - c. Shop Drawings and Product Data
 - d. Operation and Maintenance Instructions
 - e. Control Drawings
- C. **Recording:**
1. **General:** Mark all modifications in red pencil. Keep record documents current. Do not permanently conceal any work until required information has been recorded.
 2. **Contract Drawings:** Legibly mark to record actual construction.
 - a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - c. Field changes in dimension and detail.
 - d. Changes made by change order(s) or field order(s).
 3. **Project Manual and Addenda:** Legibly mark up each section to record Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
 4. **Shop Drawings:** Maintain as record documents. Legibly mark drawings to record changes made after review.
- D. **Submittal:** At completion of Project, deliver two (2) copies of each record document to the Professional, who will transmit both sets to the Institution or Agency. Additionally, provide to Owner updated As-Built Contract Documents in electronic format utilizing electronic format copy of Contract Documents furnished by Professional or by scanning of marked-up contract Documents.

**SPECIAL REQUIREMENTS
SECTION 01 8000**

PART 1 - SUMMARY OF WORK SUPPLEMENT

1.01 WORK SEQUENCE

- A. Owner will occupy the building during construction, coordinate with Owner's Representative in scheduling work to vacate the areas as the Contractor requires.
- B. Construct work in stages as follows:
1. _____
 2. _____
 3. _____

1.02 PARTIAL OWNER OCCUPANCY

- A. Schedule early completion of designated areas for Owner's usage prior to substantial completion of entire Project as follows: _____
- B. Owner will occupy the following areas throughout the Project or during portions of the Project as follows: _____
- C. Prior to occupancy of any portion of the Project, a *Certificate of Substantial Completion* for designated areas shall be executed establishing responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance for such portion of the Work.

PART 2 - ALLOWANCE SUPPLEMENT

2.01 SCHEDULE OF ALLOWANCES

- A. Include in the Bid, for inclusion in the Contract Sum, the amount of \$_____ for purchase of _____
(Refer to Section _____, _____)
- B. Include in the Bid, for inclusion in the Contract Sum, the amount of \$_____ for purchase of _____
(Refer to Section _____, _____)

PART 3 - ALTERNATE SUPPLEMENT

3.01 DESCRIPTION OF ALTERNATES

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

PART 4 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS SUPPLEMENT

4.01 FIELD OFFICE

4.02 UTILITIES

4.03 **PROJECT SIGN**

PART 5 – ANTICIPATED DELAYS

5.01 **ADVERSE WEATHER**

PART 6 – INSTITUTION/AGENCY REQUIREMENTS

6.01 **PROHIBITED ACTIVITIES**

6.02 **USE OF PREMISES**

**DIVISION 0
ADDITIONAL SUPPLEMENTS**

QUESTIONS

1. Reference: Division 0 Instructions to Bidders Section 00 2100, Part 1.01 Questions.
2. Questions via Email shall be addressed to Robert Gehman, Jr., P.E. at bob@kesslerandgehman.com.
3. The deadline for receiving written questions is 5:00 PM Central Standard Time (CST) Thursday June 8, 2023.
4. Answers and clarifications will be published as an addendum no later than 5:00 PM CST Thursday June 15, 2023.

PRE-BID CONFERENCE AND SITE VISITS

1. Reference: Division 0 Advertisement for Bids Section 00 1000 and Instructions to Bidders Section 00 2100, Parts 1.05, 1.06 and 1.08.
2. The Pre-Bid conference referenced in the Advertisement for Bids will be held at WMAW Rose Hill at the time and date set forth in the Advertisement for Bids. Site visits will begin thereafter at WMAW Rose Hill and continue to WMAV Oxford and/or WMPN Raymond. The travel time from WMAW to WMPN to WMAV is approximately 4-1/2 hours. Allowing for time on-site and for lunch, it is expected the tour will end at WMAV on the same day. Attendees will be responsible for their own transportation.
3. The purpose of the Pre-Bid conference is to allow potential bidders an opportunity to develop written questions and request written clarification of the requirements of the bid documents and site conditions. Attendance sign-in will be taken. A Summary of the Pre-Bid Conference, Tour, and Site Visits will be published as an addendum.
4. Attendance at the Pre-Bid conference and site visits are mandatory for bids that include work on the sites and on the towers.
5. See ASR numbers below for tower parameters, which may be accessed at <https://wireless2.fcc.gov/UlsApp/AsrSearch/asrRegistrationSearch.jsp>

ASR 1046007 Raymond, MS (WMPN near Jackson)

- From I-55 Exit 85 south of Jackson: Take exit 85 from I-55 S, continue onto S Siwell Rd. Take Davis Rd and Owens Rd to Oakley Palestine Rd. Use any lane to turn right onto S Siwell Rd, Pass by Waffle House (on the left) 2.6 mi, turn left onto Davis Rd 2.4 mi, turn right onto Springridge Rd 0.3 mi, turn left onto Owens Rd 2.6 mi, Continue onto Oakley Palestine Rd 2.9 mi to the WMPN transmitter site.
- Site contact: Andy Caston 601-954-6561

ASR 1041044 Oxford, MS (WMAV)

- From I-55 Exit 243 east of Batesville: Take US-278 E 15.4 mi, turn right onto Co Rd 313 3.0 mi, turn right onto Co Rd 342 1.7 mi, Continue onto Co Rd 344 1.2 mi to the WMAV transmitter site.

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

- Site contact: Bobby Carruthers 601-672-7504

ASR 1041037 Rose Hill, MS (WMAW near Meridian)

- From I-59 Exit 134 south of Meridian: Turn onto MS-513 N 8.9 mi, Slight right onto MS-18 W 4.3 mi, turn right onto MS-503 N 2.2 mi, turn left onto Co Rd 20, WMAW transmitter site will be on the right 0.6 mi.
 - Site contact: Andy Caston 601-954-6561
6. Bidders should note that the area within fenced areas is owned by MPB. The guy anchors are located within easements and each guy anchor also has an easement path under the guy wires from the anchors back to the tower.

BASIC DEFINITIONS

1. Reference: Division 0 General Conditions Section 007200 and 00 7300, Article 1 General Provisions
 - Bidder: Any Contractor interested in submitting a bid and/or who submits a bid
 - Contractor: A Bidder who is awarded a contract in connection with this project. Bidders must be registered in the State of Mississippi to be awarded a contract for tower-related services
 - FAA: Federal Aviation Administration
 - FCC: Federal Communications Commission
 - OTA: Over the Air transmissions from an MPB-owned TV Broadcast station.
 - Owner: Mississippi Authority for Educational Television, aka MPB or Mississippi Public Broadcasting
 - Owner's Representative: A person on the MPB Staff, who will be announced in the Notice to Proceed
 - Prime Professional: Kessler and Gehman Associates, Inc.
 - Shall and Must: In these specifications the use of both words "shall" and "must" impose a mandatory obligation and are synonymous with the phrase "has a duty to".
 - TEP: Tower Engineering Professionals, was awarded a contract for tower engineering services that included TIA inspections and Mapping with reports on all three towers, which are included herein.
 - The State of the project: Mississippi

DISRUPTION TO PROGRAMMING

1. Reference: Special Conditions Section 00 8000 Part 3 – Other Conditions
2. Contractors must comply with FCC OET-65, but otherwise MPB will continue to operate all stations during the Work, so the contractor must develop a plan, including power reductions, to keep MPB on the air during the Work until the final completion. See TV and FM working distances in the table of Stations Operating Facilities, below.

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

2. If off-air time cannot be avoided, Contractors are required to explain to the Owner and coordinate with the Owner at least 3 days in advance to schedule off-air time.
3. The Owner conducts fund-raising events during targeted times of the year. These events are especially critical to the ability of the Owner to meet its financial goals for continued operation of the network. The Owner will not permit disruption to programming during those periods.

SUBMITTALS

1. Reference: Division 0 Instructions to Bidders Section 00 0021, Part 1.02 Bidder's Qualifications.
2. Submit with the Proposal Form a demonstration of how the contractor complies with the minimum qualifications described herein.
3. Submit with the Proposal Form a separate sheet with a detailed explanation about the Bidders ability to comply with the timeline described herein for each base bid offered.
4. Bidders intending to accept an award for more than one base bid must submit with the Proposal Form a description of each tower crew and tools required to complete the Work within the deadline.
5. The Owner reserves the right to request additional information from any Bidder prior to award of a contract. If requested, the Bidder must submit the additional information within five weekdays after receipt of a written request from the Prime Professional.

CONTRACT TIME

1. References: Division 0 Proposal Form Section 00 4200 and Standard Form of Agreement Between the Owner and the Contractor Section 00 5200, Article 3 Contract Time.
 - 1.1. The Prime Professional estimates that, with proper planning, coordination and sufficient crews, the project can be substantially completed within the time specified on the Proposal Form. Refer to the timeline on this page for the justification of the completion time.
 - 1.2. Bidder shall advise if the stated time is not enough and propose the number of additional consecutive calendars days needed to complete all the work included in the Bidder's proposed Base Bid(s) and Alternate(s).

TIME AND PROGRESS SCHEDULES

1. Reference: Division 0 General Conditions Section 00 7200 and 00 7300, Article 8 Time, and Division 01 General Requirements Section 01 3216, Progress Schedules.
 - 1.1. Refer to the timeline chart to the right.
 - 1.2. A Notice to Proceed is anticipated to be issued for the base bids on or about July 20, 2023.

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

2. The Owner requires all three new tower light systems to be from the same manufacturer. Therefore, one contract will be awarded for all three tower light systems. It is anticipated that the tower lighting equipment will be available promptly upon award of a contract and that the Work to replace each tower light system will take 21 calendar days to complete. It is also anticipated that the tower-light Work for the three sites will be performed in sequence, not at the same time. Therefore, one system can be complete within 21 days following the date of a Notice to Proceed (“NTP”), the next 42 days from the NTP, and the last 63 days from the NTP.
 - 2.1. Bidders for the tower lighting systems must state their ability to provide the equipment and perform the Work within this timeline, assuming no weather delays.
3. It is anticipated that the tower maintenance and modification Work will be performed either in sequence by one crew or at the same time by separate crews or by separate contractors, whichever is the most expeditious way to meet the deadline. It is anticipated that the Work on the WMPN tower can begin promptly after the NTP with a 21-day availability prior to starting the tower light system Work. If the work cannot be completed within 21 days, there will be another 21-day period after the lighting system is complete. The Work on the WMAV tower can begin promptly after the NTP with a 42-day availability, and the WMAW tower work can begin 22 days after the NTP with a period of 42 days for completion.
 - 3.1. Bidders for the tower maintenance and modification Work must state their ability to work within this timeline, assuming not weather delays.
4. Weather delays may be expected during this time of the year, so 28 days will be added to the project timeline for a total of 91 calendar days from the Notice to Proceed to Substantial Completion for each contract.

NTP	7/20/2023	DAYS	WMAW	WMPN	WMAV
	7/21/2023	1			
	7/22/2023	2			
	7/23/2023	3			
	7/24/2023	4			
	7/25/2023	5			
	7/26/2023	6			
	7/27/2023	7			
	7/28/2023	8			
	7/29/2023	9			
	7/30/2023	10			
	7/31/2023	11			
	8/1/2023	12			
	8/2/2023	13			
	8/3/2023	14			
	8/4/2023	15			
	8/5/2023	16			
	8/6/2023	17			
	8/7/2023	18			
	8/8/2023	19			
	8/9/2023	20			
	8/10/2023	21			
	8/11/2023	22			
	8/12/2023	23			
	8/13/2023	24			
	8/14/2023	25			
	8/15/2023	26			
	8/16/2023	27			
	8/17/2023	28			
	8/18/2023	29			
	8/19/2023	30			
	8/20/2023	31			
	8/21/2023	32			
	8/22/2023	33			
	8/23/2023	34			
	8/24/2023	35			
	8/25/2023	36			
	8/26/2023	37			
	8/27/2023	38			
	8/28/2023	39			
	8/29/2023	40			
	8/30/2023	41			
	8/31/2023	42			
	9/1/2023	43			
	9/2/2023	44			
	9/3/2023	45			
	9/4/2023	46			
	9/5/2023	47			
	9/6/2023	48			
	9/7/2023	49			
	9/8/2023	50			
	9/9/2023	51			
	9/10/2023	52			
	9/11/2023	53			
	9/12/2023	54			
	9/13/2023	55			
	9/14/2023	56			
	9/15/2023	57			
	9/16/2023	58			
	9/17/2023	59			
	9/18/2023	60			
	9/19/2023	61			
	9/20/2023	62			
	9/21/2023	63			

BASE BIDS

1. Reference: Division 0 Proposal Form Section 004200.
2. Up to five (5) separate contracts may be awarded to up to five (5) separate contractors.
3. Five base bids and three alternate bids are being requested:
 - 3.1. **Base Bid #1** - Tower light systems for WMPN, WMAV and WMAW
 - 3.2. **Base Bid #2** - Tower maintenance for WMPN
 - 3.3. **Base Bid #3** - Tower modifications and maintenance for WMAV
 - 3.4. **Base Bid #4** - Tower maintenance for WMAW
 - 3.5. **Base Bid #5** - Remote control system – Unit Price for Quantity one (1)

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

- 3.6. **Alternate #1** – Over the air antenna and cable for WMPN
- 3.7. **Alternate #2** – Over the air antenna and cable for WMAV
- 3.8. **Alternate #3** – Over the air antenna and cable for WMAW
4. Bidders may bid on any or all base bids using the official Proposal Form Section 00 4200 of Division 0.
 - 4.1. Bidders bidding on Base Bid #2 must also bid on Alternate #1.
 - 4.2. Bidders bidding on Base Bid #3 must also bid on Alternate #2.
 - 4.3. Bidders bidding on Base Bid #4 must also bid on Alternate #3.
 - 4.1. Bidders bidding on Alternate #1 must also bid on Base Bid #2.
 - 4.2. Bidders bidding on Alternate #2 must also bid on Base Bid #3.
 - 4.3. Bidders bidding on Alternate #3 must also bid on Base Bid #4.
5. MPB will award these base bids and alternates per Division 0, Instructions to Bidders, Part 4.05 Award of Contract.
 - 5.1. All three tower light systems will be awarded to a single contractor.
 - 5.2. The tower maintenance contracts will be awarded to a single contractor or to two or three contractors.
 - 5.3. All three remote controls systems will be awarded to a single contractor.
 - 5.4. Alternate #1 will only be awarded to the contractor for Base Bid #2.
 - 5.5. Alternate #2 will only be awarded to the contractor for Base Bid #3.
 - 5.6. Alternate #3 will only be awarded to the contractor for Base Bid #4.
 - 5.7. Up to ten (10) remote control systems will be awarded to a single contractor.

DISCOUNTS

1. One or more discounts may also be offered using the Bidder's own format for all or any combination of base bids.
2. The Bidder must attach a separate sheet to the Proposal Form for each discount stating which base bids are included in the combination and, instead of the actual price, the Bidder must state the **amount to be deducted** (i.e. the "discount") from the sum of the individual base bid amounts that are offered on the Proposal Form.

LIQUIDATED DAMAGES

1. Reference: Division 0 General Conditions Section 007200 and 00 7300, Article 9.2 Contract Sum and 9.11 Schedule of Values.
2. MPB will only pay for Work that has been performed and for equipment and materials that have been delivered to the site. Failure to spend all the funds by the deadline may cause MPB to forfeit the unspent amount. It is the Contractor's responsibility to submit timely applications for payment to prevent MPB losing these funds.
3. The stipulated liquidated damages are in the amount that is greater between:
 - 3.1. Five Hundred Dollars (\$500.00) for each calendar day after October 19, 2023 until the project is substantially complete or,
 - 3.2. The total amount of lost funds caused by amounts that were not requested by the Contractor because Work was not completed by the Contractor by June 15, 2024.

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

QUALIFICATIONS

1. Reference: Division 0 Instructions to Bidders Section 00 2100, Part 1.02 Bidder's Qualifications.
2. In addition to other requirements of these contract documents, the Contractors must have been in business and provided services similar in requirements and scale to those described in these Bid Documents for a minimum of five (5) years.
3. Contractors who are listed as a National Association of Tower Erectors (NATE) STAR Initiative Contractor is enough, but not mandatory, to qualify for this project.
4. Reference: Division 0 General Conditions Section 007200 and 00 7300, Article 3.9 Superintendents.

STATIONS OPERATING FACILITIES

1. Reference: Instructions to Bidders Section 00 2100, 1.05 Conditions of Work And 1.06 Examination of Site.
2. Most of the following data was taken from the stations' FCC licenses.

	WMPN Raymond	WMAV Oxford	WMAW Rose Hill
	TV	TV	TV
CHANNEL	20	36	28
FREQ/MHZ	509	605	557
ERP (H-pol) KW	400	273	640
ANTENNA HEIGHT FT AGL	1532	1293	1028
	DIELECTRIC	DIELECTRIC	Dielectric
ANTENNA	TFU-20GTH-R 04	881-32	TUF-04-14/56H-1-T
LINE	6-1/8" RIGID	6-1/8" RIGID	6-1/8" RIGID
TV WORKING DISTANCE ¹	150 feet	130 feet	170 feet
	FM	FM	FM
CHANNEL	2172C	212C	201C
FREQ/MHZ	91.3	90.3	88.1
ERP (H&V) KW	45	100 (V-only)	100
ANTENNA HEIGHT FT AGL	1339	1135	876
ANTENNA	Jampro JHPC-6	Jampro JHVP-6	Jampro JHPC-10
LINE	3-1/8" RIGID	3-1/8" RIGID	3-1/8" RIGID

¹ This is the minimum distance from each individual transmitting antenna. The distance is calculated based on full ERP (H&V) using the formulas in FCC *OET Bulletin 65* for Limits for Maximum Permissible Exposure associated with Occupational/Controlled Exposure. Safe distances are expected to be much less when the physical antenna is considered, so these are worst-case.

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

	WMPN Raymond	WMAV Oxford	WMAW Rose Hill
FM WORKING DISTANCE ²	100 feet	120 feet	160 feet
ASR NUMBER	1046007	1041044	1041037
STRUCTURE HEIGHT FT AGL	1499	1250	1001
TV ANTENNA LENGHT FT ³	59	69	58
OVERALL HEIGHT FT AGL	1558	1319	1059
EXISTING LIGHTING ⁴	FAA Style C5 Halogen lamps	FAA Style A4 H&P incandescent	FAA Style C3 Orga High Intensity Flash Tubes

PROJECT CONDITIONS

1. Reference: Instructions to Bidders Section 00 2100, 1.05 Conditions of Work And 1.06 Examination of Site
2. Environmental Limitations: The Bidder must provide system components that are equipped and rated for the environments where installed.
 - Service Conditions for Outdoor Electrical/Electronic Equipment: Rate equipment for continuous operation under the following environmental conditions, unless otherwise indicated:
 - Temperature: -30 deg F to plus 120 deg F.
 - Equipment temperature outdoors in direct sun may reach 150 deg F.
 - Relative Humidity: 5 to 100 percent.
 - Weather: Enclosure housings to prevent entry of moisture due to melting ice build-up or driven rain or snow.
 - Service Conditions for Indoor Electrical/Electronic Equipment: Rate equipment for continuous operation under the following environmental conditions, unless otherwise indicated:
 - Temperature: 50 deg F to 100 deg F.
 - Relative Humidity: 0 to 95 percent, non-condensing.
 - Electrical: System components that are equipped and rated for the electrical facilities where installed.

² See note 1.

³ Including top beacon and lightning protection.

⁴ Bidders must verify the types of existing lighting systems if important to their bid prices.

Division 0

- This project anticipates that all equipment supplied by the Contractor will operate on the existing utility service, backed-up by the existing emergency generator.
- Contractors must verify the utility power configuration at the site.

WARRANTY

1. Reference: Division 0 General Conditions Section 007200 and 00 7300, Article 3.5 Warranty.
2. The minimum warranty period is stated in each Section of these documents applicable to each Base Bid.
3. The Bidder must include a warranty in the base bid price. The minimum warranty period for all major equipment items and major Work is stated in years from date of Substantial Completion. The Contractor must be the single point of contact for all warranty issues on all equipment that the Contractor provides under the contract for the full warranty period. The Contractor must include the following:
 - 3.1. Written warranty, signed by Contractor agreeing to the terms of Article 3.5 and to correct system deficiencies and replace components that fail in materials or workmanship within specified warranty period when installed and used according to manufacturer's written instructions. This warranty is in addition to, and not limiting, other rights MPB may have under other provisions of the Contract Documents.
 - 3.2. The warranty specified in this Article does not deprive MPB of other rights MPB may have under other provisions of the Contract Documents and is in addition to, and runs concurrent with, other warranties made by Contractor under requirements of the Contract.

**DIVISION 1
SUPPLEMENTS**

PURPOSE

1. Reference: Division 1, Summary of Work Section 01 1000
2. Mississippi Public Broadcasting (MPB) is the FCC licensee of TV and FM Radio stations WMPN Jackson (Raymond), WMAV Oxford and WMAW Meridian (Rose Hill). The purpose of this project is to provide and install new tower lighting systems to replace the existing lighting systems and to perform tower maintenance and repairs, which includes removal of appurtenances deemed unnecessary by the Owner. This project also requires new transmitter remote control systems and new over the air TV receiving systems. This Work will be procured under a single contract or multiple contracts in the best interests of MPB.

PRIME GENERAL CONTRACTOR

1. Reference: Division 1, Summary of Work Section 01 1000 and Construction Facilities and Temporary Controls Section 01 5000
2. All references to Prime General Contractor shall mean each Contractor awarded a contract for this project.

COORDINATION

1. Reference: Division 1, Summary of Work Section 01 1000, 1.01 F Coordination and Project Coordination Section 01 3100 - 1.01 A. & 1.02 A. 1.

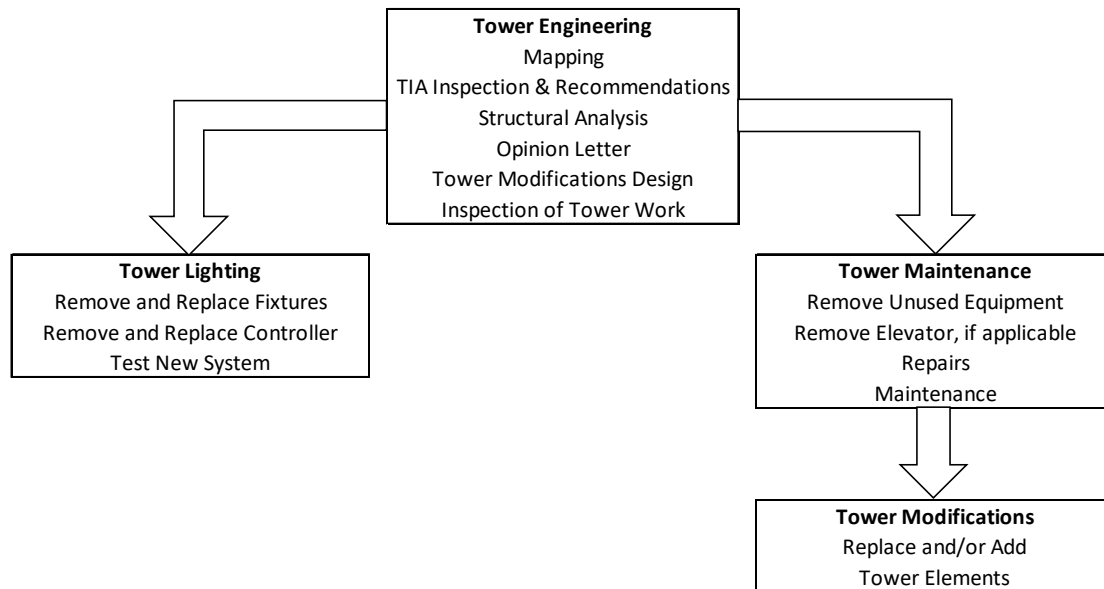
Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

2. The following sketch is a high-level workflow diagram of this Phase 3 project.

FM Upgrades Phase 3



3. The Tower Engineering work to-date has led to opinion letters that will allow the tower lighting replacements in advance of any tower maintenance and modifications that may otherwise be required. The plan is to have this Tower Lighting contract run in parallel with the Tower Maintenance contract(s) to complete the maintenance and repairs for all towers and the WMAV Tower Modifications work with time allowed to closeout the project and make the final payment prior to the Completion deadline. In this regard, each Contractor must:
- 3.1. Coordinate Work with other contractors, including scheduling of access to the towers, as appropriate.
 - 3.2. Coordinate placement of in-building equipment with requirements of the Owner, through the Prime Professional and the Owner's Representative.
 - 3.3. Coordinate Work with the instructions/ specifications of the Structural Engineer, as appropriate.

RESPONSIBILITY

1. Reference: Shop Drawings, Product Data and Samples Section 01 3323, 1.01 E. Contractor's Responsibilities
2. Each Contractor must be responsible for the overall supervision of their demarcated portion of their project. Each Contractor must be the single point of contact for all warranty issues on all equipment that the Contractor provides under the contract for the full warranty period.

Division 0

PROFESSIONAL STRUCTURAL ENGINEERING SERVICES

1. Reference: Division 1, Summary of Work Section 01 1000
2. In addition to engineering, TEP will provide post maintenance inspections of the completed tower maintenance and repairs for compliance with the specifications, the cost of which shall be paid by the applicable Contractor.
3. The cost of additional inspections or re-inspections by TEP, if required, will also be paid by the applicable Contractor.

SERVICE LEVEL AGREEMENT (SLA)

1. Reference: Division 1, Summary of Work Section 01 1000
2. The requirement for an SLA is stated in each Section of these documents applicable to each Base Bid.
3. The Bidder must also include an SLA in the base bid price, consisting of a warranty uplift to include the following technical support items during the specified period:
 - 3.1. Technical Phone Support - Technical Phone Support will include a live representative answering the phone and providing technical phone support for the covered products. Technical phone support will be provided by Contractor twenty-four (24) hours per day, seven (7) days per week. Such technical phone support will be provided on a priority basis, with the same priority as technical phone support for the Contractor's warranty owners and ahead of technical phone support for its non-warranty, non-SLA owners.
 - 3.2. Technical Documentation - Contractor must provide access to additional documentation and its frequently-asked-questions library in a restricted-access area on its website. MPB may access the content that is applicable to the covered products electronically twenty-four (24) hours per day, seven (7) days per week.
 - 3.3. Software - MPB may download applicable software updates or bug fixes for the software from the Contractor's software website at no additional charge to MPB. Contractor will also provide software upgrades at no additional charge to MPB.
 - 3.4. Remote Access - Contractor will provide MPB with remote access support to be used in responding to MPB's requests for technical support. Remote Access Support may include remote diagnosis of problems with the equipment and/or software, remote repairs and similar remote assistance. MPB must install specific agents, software or applications onto MPB's equipment that allow Contractor's technical support staff to remotely access MPB's facility to provide technical support (such as VPN). MPB will consent to such remote access by Contractor with the logistics and parameters of such Remote Access to be determined by mutual agreement of the parties.
 - 3.5. Advance Equipment Exchange - Contractor will ship replacement equipment (equipment herein includes components), in advance, within a 24-hour period in exchange for MPB's defective equipment. MPB will request a return authorization (RMA) from Contractor prior to dispatch of equipment. Contractor will provide MPB with new, rebuilt, refurbished or alternate equipment of equal or improved quality, as exchange equipment to replace eligible defective equipment. Contractor will use commercially reasonable efforts to ship equipment with the same model number as the defective

equipment within the period specified above. Contractor will be responsible for all shipment charges for all replacement equipment. Contractor bears the risk of loss or damage while the equipment is in transit to MPB and back to the Contractor. MPB will have thirty (30) days to ship the defective equipment to the Contractor.

- 3.6. Onsite Preventative Maintenance - MPB may utilize one (1) onsite visit for each 12 months by the Contractor's field engineer to MPB's facility on a mutually agreeable date to perform a routine equipment inspection and preventative maintenance review of the equipment at no additional charge to MPB. MPB is entitled to a refund if the Contractor fails to honor a request for such a visit in any period based on the Contractors prevailing rates for such services. Onsite Preventative Maintenance Visits are intended to provide routine equipment inspection including troubleshooting support and a preventative maintenance review. The onsite field engineer will make recommendations to MPB about possible updates and/or upgrades, and/or training recommendation that could improve the system efficiency and/or performance of the Contractor products. MPB has no obligation to act upon such recommendations.

PRODUCT SUPPORT

1. Reference: Division 1, Summary of Work Section 01 1000
2. The Bidder must provide a written end-of-life policy for products priced more than \$5,000.00, which is a process leading to a product being obsolete and no longer sold, maintained, or supported. The written policy also applies to end-of-sale, which is the date when the product will no longer be offered for sale. The policy certifies that the manufacturer will notify MPB in writing within 30 days after the end-of-life or end-of-sale date has been established for the product. The policy also certifies that the product includes:
 - 2.1. Five (5) years of OEM or third-party technical support for hardware from the end-of-life date. Technical support for the software running on the hardware will be coterminous with the hardware.
 - 2.2. Five (5) years of OEM or third-party replacement parts for hardware from the end-of-life date, in accordance with supplier's Return Materials Authorization (RMA) process.
 - 2.3. OEM or third-party technical support for five (5) years from the from the end-of-life date or until the end of the term for subscription software.

**DIVISION 13
TECHNICAL SPECIFICATIONS**

**SECTION 1
NEW TOWER LIGHTS**

PART 1 - GENERAL REQUIREMENTS

SUMMARY

This Section will describe the Work required to replace existing FAA Style A and C tower lighting systems with new FAA-approved LED-based tower lighting systems. This is a request for new FAA Style F LED tower lighting systems with installation services and tower rigging. The following base bids briefly summarize the Work required by the base bids:

BASE BID #1

New Lighting Systems for WMPN Raymond

1. Raymond has an elevator, but it has been grounded awaiting service. MPB will keep the elevator in this tower. Tower climbers may use it at their own risk.
2. Remove the existing tower light system in its entirety and described as LIGHTING SYSTEM in Sheet S-2, Note 1 – Loading Removal Chart in Appendix A-5.
3. Furnish, install and test a new LED-based tower light system, as more fully described in this Division and Item B of the Maintenance Schedule contained on Sheet S-1 in Appendix A-5.
4. Other Work as more fully described in this Division.

New Lighting Systems for WMAV Oxford

1. Oxford has an elevator. It is in poor condition, but it works, and tower climbers may use it at their own risk. However, the elevator will be or may have already been removed as part of a separate project before the lights are ready for installation.
2. Remove the existing tower light system in its entirety and described as LIGHTING SYSTEM in Sheet S-2, Note 1 – Loading Removal Chart in Appendix B-5.
3. Furnish, install and test a new LED-based tower light system, as more fully described in this Division and Item D of the Maintenance Schedule contained on Sheet S-1B in Appendix B-5.
4. Other Work as more fully described in this Division.

New Lighting Systems for WMAW Rose Hill

1. Rose Hill has an elevator, but it has not worked in many years. However, the elevator will be or may have already been removed as part of a separate project before the lights are ready for installation.

Division 0

2. Remove the existing tower light system in its entirety and described as LIGHTING SYSTEM in Sheet S-2, Note 1 – Loading Removal Chart in Appendix C-5.
3. Furnish, install and test a new LED-based tower light system, as more fully described in this Division and Item C of the Maintenance Schedule contained on Sheet S-1 in Appendix C-5.
4. Other Work as more fully described in this Division.

QUALIFICATIONS

This Section requires a tower company with experience in erecting, servicing, constructing, and maintaining guyed towers 1,000 to 1,500 feet tall, including the installation of FAA Style F LED tower lighting systems.

QUALITY ASSURANCE

1. Installer Qualifications: An experienced installer, for both installation and maintenance of devices required for this Project, to supervise installation and testing of the devices supplied.
2. Comply with FCC 47 CFR ¶1.1310 and Part 73.
3. Comply with FAA 47 CFR Part 77

WARRANTY PERIOD

1. The warranty specified herein shall be for a period of five (5) years from the date of Substantial Completion.

SERVICE LEVEL AGREEMENT

1. The period for the service level agreement specified herein shall be five (5) years from the date of Substantial Completion.

PRODUCT SUPPORT

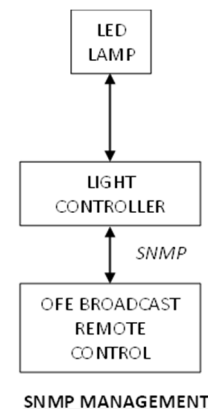
1. The terms of the product support policy specified herein shall be effective beginning on the date of Substantial Completion.

PART 2 - PRODUCTS

LED TOWER LIGHT SYSTEMS

General Requirements

1. New Equipment – The Bidder must provide all new tower light systems and not ones previously used.
2. Make & Model – The Bidder must provide all three tower light systems as the same make and model.
3. Accessibility - The Bidder must provide tower lighting system controls that are accessible to the Owner's field engineering staff to troubleshoot, maintain and repair by installing the controls inside the transmitter building or comparable equivalent.
4. Local Alarms - The Bidder must provide tower lighting controllers that have an automatic alarm system to detect light failure(s).
5. SNMP Remote Control – The Bidder must provide systems that are compatible with MPB's existing SNMP broadcast remote control system and/or future broadcast remote control systems via SNMP v1 or v2c for monitoring and control of the lighting controller(s) from any location where MPB staff have access to the broadcast remote control system and to comply with the FCC requirements for,
 - 5.1. Observing the antenna structure's lights through an automatic indicator designed to register any failure of such lights.
 - 5.2. Interfacing to the automatic alarm system to detect any light failure.



FAA STANDARDS

Obstruction Lighting Standards

1. Comply with FAA Circular AC 70/7460-1M
2. Federal Aviation Administration's Advisory Circular AC 70/7460-1M Obstruction Marking and Lighting, which contain standards for marking and lighting structures to promote aviation safety. Available online at https://www.faa.gov/documentLibrary/media/Advisory_Circular/Advisory_Circular_70_7460_1M.pdf

Lighting Equipment Specifications

1. Comply with FAA AC 150/5345-43J and EB 98
2. Federal Aviation Administration's Advisory Circular AC 150/5345-43J Specification for Obstruction Lighting Equipment, which contain specifications for obstruction lighting equipment, including Engineering Brief No. 98, Infrared Specifications for Aviation Obstruction Light Compatibility with Night Vision Goggles (NVGs). Available online at https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5345-43J.pdf

FAA Style F Dual Lighting Equipment

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

- | | |
|------------------------|--|
| 1. Lamp Type | LED L-856 for High Intensity White
LED L-864 for Red
LED L-865 for Medium Intensity White omnidirectional beacon (AOL) |
| 2. Light Color | Daylight White
Night Red |
| 3. Effective Intensity | Daylight, Twilight L-856 per FAA Advisory Circular
Night L-864 per FAA Advisory Circular |
| 4. Horizontal Coverage | Daylight, Twilight L-856 per FAA Advisory Circular |
| 5. Vertical Beam | Daylight, Twilight L-856 per FAA Advisory Circular |
| 6. Flash Rate | Daylight, Twilight L-856 per FAA Advisory Circular
Night L-864 per FAA Advisory Circular |
| 7. Site Power | Raymond 480 V 3 ϕ , WYE, plus 120/240 V 1 ϕ
Oxford 208 V 3 ϕ , WYE, plus 120/240 V 1 ϕ
Rose Hill 208 V 3 ϕ , WYE, plus 120/240 V 1 ϕ |
| 8. Ambient Temperature | Outdoors -30 degF to 120 degF |

SPARE PARTS

Bidders must submit with the Proposal Form a separate list of recommended spare parts, with individual prices for each part, for the Owner's consideration to accept or reject.

Division 0

PART 3 - EXECUTION

DEMARCATATION

Points of demarcation are as follows:

- WMPN Raymond – The Contractor will limit its Work to removing the existing tower lighting system in its entirety and installing a new tower lighting system, including whatever electrical changes may be required to accommodate the new lighting system.
- WMAV Oxford – The Contractor will limit its Work to removing the existing tower lighting system in its entirety and installing a new tower lighting system, including whatever electrical changes may be required to accommodate the new lighting system.
- WMAW Rose Hill – The Contractor will limit its Work to removing the existing tower lighting system in its entirety and installing a new tower lighting system, including whatever electrical changes may be required to accommodate the new lighting system.

EXAMINATION

Bidders must:

- Examine the site and tower structure for accommodation of mounting, rigging, ingress and egress of trucks and cranes and hoisting equipment, hazards to existing equipment, and other conditions affecting removal of the old lighting system and installation of the new lighting system.
- Examine the site and building for accommodation of the lighting system controller(s).
- Proceed with installation only after unsatisfactory conditions have been corrected.

TOWER LIGHT REPLACEMENTS

The Work awarded for multiple sites may be performed simultaneously or in series. The Contractor must provide a schedule that minimizes the time during which any TV or FM stations are required to reduce power or turn off.

1. WMPN Raymond
 - 1.1. Submit a revised schedule to the Prime Professional bob@kesslerandgehman.com before starting work if dates have changed from the original schedule. Include the following as milestones.
 - 1.2. Notify Andy Caston Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org at least 3 days before arriving on site.
 - 1.3. Submit a rigging plan to the Prime Professional bob@kesslerandgehman.com prior to making a critical lift as required by ANSI/TIA-322, ANSI/ASSE A10.48 or OSHA.
 - 1.4. Mobilize to the site.
 - 1.5. Work during daylight hours, or as needed.

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

- 1.6. Email Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org with a schedule 24 hours before each and every TV and/or FM off-air event and 4 hours before each and every TV and/or FM reduced-power event.
 - 1.7. File a NOTAM schedule at least 3 days before turning off any tower lights. The FAA has established a single, nationwide phone number to log NOTAMs. Call 877-487-6867 and the call will be routed to the appropriate flight service center. When reporting, please have available:
 - 1.7.1. Name of Contractor representative reporting the light outages
 - 1.7.2. Identify as MPB Tower Light Contractor
 - 1.7.3. Provide Contractor's address.
 - 1.7.4. Provide Contractor representative's phone number.
 - 1.7.5. Specify structure as a guyed tower.
 - 1.7.6. Report location of structure as Raymond, MS
 - 1.7.7. Report the ASR Number as 1046007
 - 1.7.8. Report the nearest airport as John Bell Williams
 - 1.7.9. Report Latitude and Longitude as 32-11-30.0 N 90-24-22.0 W (NAD 83)
 - 1.7.10. Report prominent structure as TV Tower 2409 feet AMSL located 2.1 miles northeast
 - 1.7.11. Height of structure above ground level (AGL) as 1558 feet
 - 1.7.12. Height of structure above mean sea level (AMSL) as 1904 feet
 - 1.7.13. Specify the date for Start of Activity when normal tower lighting will start to be affected.
 - 1.7.14. Specify the date for End of Validity for NOTAM, when new tower lighting system is in normal operation.
 - 1.8. Email Andy Caston Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org to advise the NOTAM was filed.
 - 1.9. Contact Andy Caston Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org at least 2 days before ready to turn-off any part of the existing tower lights.
 - 1.10. Remove existing tower light system in its entirety, except for an emergency light(s) for safety.
 - 1.11. Install the new LED red / white tower light system.
 - 1.12. Configure and test the new lighting system in all modes.
 - 1.13. Email Jerry Ladd jerry.ladd@mpbonline.org every workday to update the progress of the tower light Work.
 - 1.14. Report by calling 877-487-6867 as soon as normal operation is restored, or to extend the End of Validity time.
 - 1.15. NOTAMs will auto-cancel at their End of Validity time. Clean Site, derig, remove rigging from the tower.
 - 1.16. Dispose of all equipment removed from the tower.
 - 1.17. Demobilize.
9. WMAV Oxford

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

- 1.1. Submit a revised schedule to the Prime Professional bob@kesslerandgehman.com before starting work if dates have changed from the original schedule. Include the following as milestones.
- 1.2. Notify Bobby Carruthers bobby.carruthers@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org at least 3 days before arriving on site.
- 1.3. Submit a rigging plan to the Prime Professional bob@kesslerandgehman.com prior to making a critical lift as required by ANSI/TIA-322, ANSI/ASSE A10.48 or OSHA.
- 1.4. Mobilize to the site.
- 1.5. Work during daylight hours, or as needed.
- 1.6. Email bobby.carruthers@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org with a schedule 24 hours before each and every TV and/or FM off-air event and 4 hours before each and every TV and/or FM reduced-power event.
- 1.7. File a NOTAM schedule at least 3 days before turning off any tower lights. The FAA has established a single, nationwide phone number to log NOTAMs. Call 877-487-6867 and the call will be routed to the appropriate flight service center. When reporting, please have available:
 - 1.7.1. Name of Contractor representative reporting the light outages
 - 1.7.2. Identify as MPB Tower Light Contractor
 - 1.7.3. Provide Contractor's address.
 - 1.7.4. Provide Contractor representative's phone number.
 - 1.7.5. Specify structure as a guyed tower.
 - 1.7.6. Report location of structure as Taylor, MS
 - 1.7.7. Report the ASR Number as 1041044
 - 1.7.8. Report the nearest airport as Water Valley Municipal
 - 1.7.9. Report Latitude and Longitude as 34-17-28.0 N 89-42-21.0 W (NAD 83)
 - 1.7.10. Report prominent structure as Tower 989 feet AMSL located 4.5 miles northeast
 - 1.7.11. Height of structure above ground level (AGL) as 1319 feet
 - 1.7.12. Height of structure above mean sea level (AMSL) as 1781 feet
 - 1.7.13. Specify the date for Start of Activity when normal tower lighting will start to be affected.
 - 1.7.14. Specify the date for End of Validity for NOTAM, when new tower lighting system is in normal operation.
- 1.8. Email Bobby Carruthers bobby.carruthers@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org to advise the NOTAM was filed.
- 1.9. Contact Bobby Carruthers bobby.carruthers@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org at least 2 days before ready to turn-off any part of the existing tower lights.
- 1.10. Remove existing tower light system in its entirety, except for an emergency light(s) for safety.
- 1.11. Install the new LED red / white tower light system.
- 1.12. Configure and test the new lighting system in all modes.

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

- 1.13. Email Jerry Ladd jerry.ladd@mpbonline.org every workday to update the progress of the tower light Work.
- 1.14. Report by calling 877-487-6867 as soon as normal operation is restored, or to extend the End of Validity time.
- 1.15. NOTAMs will auto-cancel at their End of Validity time. Clean Site, derig, remove rigging from the tower.
- 1.16. Dispose of all equipment removed from the tower.
- 1.17. Demobilize.
10. WMAW Rose Hill
 - 1.1. Submit a revised schedule to the Prime Professional bob@kesslerandgehman.com before starting work if dates have changed from the original schedule. Include the following as milestones.
 - 1.2. Notify Andy Caston Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org at least 3 days before arriving on site.
 - 1.3. Submit a rigging plan to the Prime Professional bob@kesslerandgehman.com prior to making a critical lift as required by ANSI/TIA-322, ANSI/ASSE A10.48 or OSHA.
 - 1.4. Mobilize to the site.
 - 1.5. Work during daylight hours, or as needed.
 - 1.6. Email Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org with a schedule 24 hours before each and every TV and/or FM off-air event and 4 hours before each and every TV and/or FM reduced-power event.
 - 1.7. File a NOTAM schedule at least 3 days before turning off any tower lights. The FAA has established a single, nationwide phone number to log NOTAMs. Call 877-487-6867 and the call will be routed to the appropriate flight service center. When reporting, please have available:
 - 1.7.1. Name of Contractor representative reporting the light outages
 - 1.7.2. Identify as MPB Tower Light Contractor
 - 1.7.3. Provide Contractor's address.
 - 1.7.4. Provide Contractor representative's phone number.
 - 1.7.5. Specify structure as a guyed tower.
 - 1.7.6. Report location of structure as Rose Hill, MS
 - 1.7.7. Report the ASR Number as 1041037
 - 1.7.8. Report the nearest airport as James H Easom Field
 - 1.7.9. Report Latitude and Longitude as 32-08-19.0 N 89-05-36.0 W (NAD 83)
 - 1.7.10. Report prominent structure as TV Tower 1240 feet AMSL located 530 feet south-southeast
 - 1.7.11. Height of structure above ground level (AGL) as 1059 feet
 - 1.7.12. Height of structure above mean sea level (AMSL) as 1689 feet
 - 1.7.13. Specify the date for Start of Activity when normal tower lighting will start to be affected.
 - 1.7.14. Specify the date for End of Validity for NOTAM, when new tower lighting system is in normal operation.

Division 0

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

- 1.8. Email Andy Caston Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org to advise the NOTAM was filed.
- 1.9. Contact Andy Caston Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org at least 2 days before ready to turn-off any part of the existing tower lights.
- 1.10. Remove existing tower light system in its entirety, except for an emergency light(s) for safety.
- 1.11. Install the new LED red / white tower light system.
- 1.12. Configure and test the new lighting system in all modes.
- 1.13. Email Jerry Ladd jerry.ladd@mpbonline.org every workday to update the progress of the tower light Work.
- 1.14. Report by calling 877-487-6867 as soon as normal operation is restored, or to extend the End of Validity time.
- 1.15. NOTAMs will auto-cancel at their End of Validity time. Clean Site, derig, remove rigging from the tower.
- 1.16. Dispose of all equipment removed from the tower.
- 1.17. Demobilize.

End of Tower Lights Section

Division 0

SECTION 2 TOWER MAINTENANCE AND REPAIRS

PART 1 - GENERAL REQUIREMENTS

SUMMARY

This Section will describe the Work required to prepare the towers to accommodate new tower lighting systems in this Phase 3, consisting of Tower Maintenance and Repairs and removal of appurtenances deemed unnecessary by the Owner. The following briefly summarizes the Work required by the base bids:

BASE BID #2

WMPN Raymond Tower Maintenance and Repairs

1. Raymond has an elevator, but it has been grounded awaiting service. MPB will keep the elevator in this tower. Tower workers may use it at their own risk.
2. Provide and install all materials and perform all maintenance and repairs specified in the Drawings, except for the following:
 - 2.1. The Work described as LIGHTING SYSTEM in the LOADING REMOVAL CHART Sheet S-2, Appendix A-5, referenced in Note 1 of MAINTENANCE SCHEDULE chart Sheet S-1, is the responsibility of the New Tower Lights Contractor.
 - 2.2. The Work described by Item B of the MAINTENANCE SCHEDULE contained on Sheet S-1, Appendix A-5 is the responsibility of the New Tower Lights Contractor.
3. Coordinate with TSG to inspect the Work.

BASE BID #3

WMAV Oxford Tower Maintenance, Repairs and Modifications

1. Oxford has an elevator. It is in poor condition, but it works, and tower climbers may use it at their own risk prior to removing it.
2. Provide and install all materials and perform all maintenance and repairs specified in the Drawings, except as follows:
 - 2.1. The Work described as LIGHTING SYSTEM in the LOADING REMOVAL CHART Sheet S-4, Appendix B-5, referenced in Note 1 of MAINTENANCE SCHEDULE chart Sheet S-1B, is the responsibility of the New Tower Lights Contractor.
 - 2.2. The Work described by Item D of the MAINTENANCE SCHEDULE contained on Sheet S-1B, Appendix B-5 is the responsibility of the New Tower Lights Contractor.
3. Provide and install all materials and perform all tower modifications specified in the Drawings.
4. Coordinate with TSG to inspect the Work.

BASE BID #4

WMAW Rose Hill Tower Maintenance and Repairs

1. Rose Hill has an elevator, but it has not worked in many years.
2. Provide and install all materials and perform all maintenance and repairs specified in the Drawings, except as follows.
 - 2.1. The Work described as LIGHTING SYSTEM in the LOADING REMOVAL CHART Sheet S-2, Appendix C-5, referenced in Note 1 of MAINTENANCE SCHEDULE chart Sheet S-1, is the responsibility of the New Tower Lights Contractor.
 - 2.2. The Work described by Item C of the MAINTENANCE SCHEDULE contained on Sheet S-1, Appendix C-5 is the responsibility of the New Tower Lights Contractor.
3. Coordinate with TSG to inspect the Work.

ALTERNATE #1

New Over the Air (OTA) Receiving Antenna System for **WMPN** Raymond

1. Furnish a new receiving antenna.
2. Furnish a new transmission line.
3. Install and test the OTA system.
4. Remove and dispose of the existing OTA receiving system.

ALTERNATE #2

New Over the Air (OTA) Receiving Antenna System for **WMAV** Oxford

1. Furnish a new receiving antenna.
2. Furnish a new transmission line.
3. Install and test the OTA system.
4. Remove and dispose of the existing OTA receiving system.

ALTERNATE #3

New Over the Air Receiving (OTA) Antenna System for **WMAW** Rose Hill

1. Furnish a new receiving antenna.
2. Furnish a new transmission line.
3. Install and test the OTA system.
4. Remove and dispose of the existing OTA receiving system.

QUALIFICATIONS

1. In additions to other qualifications required in the Project Manual, this Section also requires a tower company with experience in erecting, servicing, constructing and maintaining guyed towers 1,000 to 1,500 feet tall and to safely modify and repair existing towers following industry standards.

QUALITY ASSURANCE

1. Installer Qualifications: An experienced installer, for both installation and maintenance of units required for this Project, to supervise installation of the system.
2. Comply with FCC 47 CFR 73.

WARRANTY PERIOD

1. The warranty specified herein shall be for a period of five (5) years from the date of Substantial Completion.

SERVICE LEVEL AGREEMENT

1. A service level agreement is not required.

PRODUCT SUPPORT

1. The terms of the product support specified herein are not applicable.

PART 2 - PRODUCTS

MAINTENANCE, REPAIR AND MODIFICATION SUPPLIES

Refer to the Appendices for product and/or materials requirements related to the tower maintenance, repairs, and modifications.

CONNECTOR REATTACHMENT KIT

WMAW-FM – A leak was found at the FM antenna input (approx. 876' AGL) during the inspection. Contractor shall determine which flange is leaking and then repair the leak with a reattachment kit.

- Furnish and install up to three (3) Myat model 301-011, or equal, 3 1/8" "O" ring for EIA flange, silicone, as needed to stop the leak.

OVER-THE-AIR TV RECEIVING SYSTEMS

WMPN

- Furnish one (1) UHF TV receiving antenna with one (1) 765-foot RF transmission line assembly to receive WMAU channel 18 on 497 MHz.

WMAV

- Furnish one (1) UHF TV receiving antenna with one (1) 870-foot RF transmission line assembly to receive WMAO channel 25 on 539 MHz.

WMAW

- Furnish one (1) UHF TV receiving antenna with one (1) 820-foot RF transmission line assembly to receive WMPN channel 20 on 509 MHz.

UHF TV RECEIVING ANTENNAS

1. Antenna construction shall use anodized aluminum pipe, tubing and castings with stainless steel hardware and fasteners.
2. Feed assembly
 - 2.1. Foam-filled feed requiring no pressurization.
 - 2.2. Replaceable feed for frequency changes.
 - 2.3. Connector N female
3. UHF Bandwidth ± 3 MHz
4. Antenna Operating Parameters
 - 4.1. Gain 15.8 dBd ± 0.2
 - 4.2. Beamwidth (half-power) 21 degrees ± 4 degrees
 - 4.3. Impedance 50 ohms

- 4.4. VSWR <1.2:1
- 4.5. Horizontal Polarization
- 4.6. Front-to-back ratio 25 dB.
- 4.7. Power rating 100 watts (at 50°C)
- 5. Antenna Mechanical
 - 5.1. Partial parabolic grid
 - 5.2. Wind load 134 lbf (front) and 72 lbf (side) at 93 mph
 - 5.3. Wind survival rating 100 mph based on environmental conditions specified in TIA-222-G.
- 6. Antenna mounting kits for round members.
 - 6.1. WMPN 4.5 to 5.5 inch OD.
 - 6.2. WMAV 3.5 to 4.5 inch OD.
 - 6.3. WMAW 3.0 to 4.0 inch OD.
- 7. Furnish other hardware and materials necessary to install the antenna on the tower at the height specified herein.
 - 7.1. Refer to appendices for leg diameters.
 - 7.2. Field verify leg diameters.

RF TRANSMISSION LINE ASSEMBLIES

- 1. Cable Parameters
 - 1.1. Low density foam corrugated copper general propose coaxial cable for outdoor use.
 - 1.2. Nominal Size 1/2 in
 - 1.3. Diameter Over Jacket 0.625 in
 - 1.4. Cable Impedance 50 ohm \pm 1 ohm
 - 1.5. Operating Frequency Band 470 to 650 MHz
 - 1.6. Peak Power 40 kW
 - 1.7. Attenuation 1.55 dB/100 feet \pm 0.05
- 2. Cable Mechanical
 - 2.1. Minimum Bend Radius 5 in
 - 2.2. Tensile Strength 240 lb
- 3. Connectors
 - 3.1. First off reel Type N male, factory installed.
 - 3.2. Last off reel Type N male, factory installed.
- 4. Accessories
 - 4.1. Hoisting grips, one (1) for each 200 feet of height or more if recommended by manufacturer.
 - 4.2. Grounding kits, three (3) including one installed near the top of the cable, one near the bottom turn toward the building, and one at the wall feed through outside the building.
 - 4.3. Hangers, one (1) for each 3 feet, or as recommended by the manufacturer. Tie-wraps and hose-clamps are not acceptable.

- 4.4. Boot assemblies, as required for a sealed through-wall installation. Spray foam filler is not acceptable.
- 4.5. Furnish other hardware and materials needed for a complete RF transmission line system.
 - 4.5.1. Refer to appendices for tower member sizes.
 - 4.5.2. Field verify all dimensions.

PART 3 - EXECUTION

OVER-THE-AIR TV RECEIVING SYSTEMS

WMPN

- Install and align/test one (1) UHF TV receiving antenna mounted 680 feet AGL with one (1) 765-foot RF transmission line assembly to receive WMAU channel 18.

WMAV

- Install and align/test one (1) UHF TV receiving antenna mounted 780 feet AGL with one (1) 870-foot RF transmission line assembly to receive WMAO channel 25.

WMAW

- Install and align/test one (1) UHF TV receiving antenna mounted 730 feet AGL with one (1) 820-foot RF transmission line assembly to receive WMPN channel 20.

DEMARCATON

Points of demarcation are as follows:

- WMPN Raymond – The Contractor will perform the Work described herein and in the attachments provided by TEP. Removal of unused tower lighting conduits is included in Base Bid #2, but work associated with the tower lighting conduits currently in use are included in Base Bid #1.
- WMAV Oxford – The Contractor will The Contractor will perform the Work described herein and in the attachments provided by TEP. Removal of unused tower lighting conduits is included in Base Bid #3, but work associated with the tower lighting conduits currently in use are included in Base Bid #1.
- WMAW Rose Hill – The Contractor will The Contractor will perform the Work described herein and in the attachments provided by TEP. Removal of unused tower lighting conduits is included in Base Bid #4, but work associated with the tower lighting conduits currently in use are included in Base Bid #1.

EXAMINATION

1. Bidders must:

- 1.1. Examine the site and tower structure for accommodation of mounting, rigging, ingress and egress of trucks and cranes and hoisting equipment, hazards to existing equipment, and other conditions affecting installation.
- 1.2. Examine the site and tower to verify the transmission length and all dimensions stated herein before ordering equipment and materials.
- 1.3. Proceed with installation only after unsatisfactory conditions have been corrected.

MANUFACTURING PERIOD

1. Manufacturing and/or fabrication of any custom products must not begin until written consent is given by the Owner.

TOWER SERVICES

1. The Bidders(s) awarded contract(s) for this project must provide the following services and the Work described in the attached Appendices. The Work at each awarded site may be performed simultaneously or in series.
2. The attached Appendices each include a table titled Maintenance Schedule with a list of the basic requirements.
3. Note there is a requirement to contract with TEP for inspections, the costs of which must be paid by the Contractor.

WMPN Raymond

- 1.1. Submit a revised schedule to the Prime Professional bob@kesslerandgehman.com before starting work if dates have changed from the original schedule. Include the following as milestones.
 - 1.1.1. Notify Andy Caston Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org at least 3 days before arriving on site.
 - 1.1.2. Submit a rigging plan to the Prime Professional bob@kesslerandgehman.com prior to making a critical lift as required by ANSI/TIA-322, ANSI/ASSE A10.48 or OSHA.
 - 1.1.3. Mobilize to the site.
 - 1.1.4. Work during daylight hours, or as needed.
 - 1.1.5. Email Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org with a schedule 24 hours before each and every TV and/or FM off-air event and 4 hours before each and every TV and/or FM reduced-power event.
 - 1.1.6. Email Jerry Ladd jerry.ladd@mpbonline.org every workday to update the progress of the tower light Work.
 - 1.1.7. Dispose of all equipment removed from the tower.
 - 1.1.8. Demobilize.

WMAV Oxford

- 1.1. Submit a revised schedule to the Prime Professional bob@kesslerandgehman.com before starting work if dates have changed from the original schedule. Include the following as milestones.
 - 1.1.1. Notify Bobby Carruthers bobby.carruthers@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org at least 3 days before arriving on site.
 - 1.1.2. Submit a rigging plan to the Prime Professional bob@kesslerandgehman.com prior to making a critical lift as required by ANSI/TIA-322, ANSI/ASSE A10.48 or OSHA.

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

- 1.1.3. Mobilize to the site.
- 1.1.4. Work during daylight hours, or as needed.
- 1.1.5. Email bobby.carruthers@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org with a schedule 24 hours before each and every TV and/or FM off-air event and 4 hours before each and every TV and/or FM reduced-power event.
- 1.1.6. Email Jerry Ladd jerry.ladd@mpbonline.org every workday to update the progress of the tower light Work.
- 1.1.7. Dispose of all equipment removed from the tower.
- 1.1.8. Demobilize.

WMAW Rose Hill

- 1.1. Submit a revised schedule to the Prime Professional bob@kesslerandgehman.com before starting work if dates have changed from the original schedule. Include the following as milestones.
 - 1.1.1. Notify Andy Caston Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org at least 3 days before arriving on site.
 - 1.1.2. Submit a rigging plan to the Prime Professional bob@kesslerandgehman.com prior to making a critical lift as required by ANSI/TIA-322, ANSI/ASSE A10.48 or OSHA.
 - 1.1.3. Mobilize to the site.
 - 1.1.4. Work during daylight hours, or as needed.
 - 1.1.5. Email Andy.Caston@mpbonline.org and Jerry Ladd jerry.ladd@mpbonline.org with a schedule 24 hours before each and every TV and/or FM off-air event and 4 hours before each and every TV and/or FM reduced-power event.
 - 1.1.6. Email Jerry Ladd jerry.ladd@mpbonline.org every workday to update the progress of the tower light Work.
 - 1.1.7. Dispose of all equipment removed from the tower.
 - 1.1.8. Demobilize.

PART 4 - DRAWINGS

The following named files, which contain Work requirements for this project, are attached and incorporated into this Project Manual by reference:

WMPN Raymond

- Appendix A-1 WMPN (ASR 1046007) - TEP No. 250673.814214 - TIA Inspection.pdf
- Appendix A-2 WMPN_Tower Mapping_03-27-23.pdf
- Appendix A-3 TEP - SA - Pass - WMPN - 2022-03-24.pdf
- Appendix A-4 TEP Opinion Letter - WMPN - 2023-03-24.pdf
- Appendix A-5 WMPN Raymond_Maintenance Drawings_2023-04-14.pdf

WMAV Oxford

- Appendix B-1 WMAV (ASR 1041044) - TEP No. 19780.814204 - TIA Inspection Rev 1.pdf
- Appendix B-2 WMAV_Tower Mapping_03-27-23.pdf
- Appendix B-3 TEP SA- Fail - WMAV Oxford - 2023-03-27
- Appendix B-4 TEP Opinion Letter - WMAV - 2023-03-27
- Appendix B-5 TEP SDD, Rev. 1 - WMAV Oxford - 2023-05-05

WMAW Rose Hill

- Appendix C-1 WMAW (ASR 1041037) - TEP No. 327679.814192 - TIA Inspection.pdf
- Appendix C-2 WMAW_Tower Mapping_03-28-2023.pdf
- Appendix C-3 TEP SA -Pass - WMAW Rose Hill - 2023-03-29.pdf
- Appendix C-4 TEP TLL - WMAW Rose Hill - 2023-03-29.pdf
- Appendix C-5 WMAW Rose Hill_Maintenance Drawings_2023-04-14.pdf

End of Tower Maintenance & Repairs section

**SECTION 3
TRANSMITTER REMOTE CONTROL**

PART 1 - GENERAL REQUIREMENTS

SUMMARY

This Section will describe the Work required to furnish a new transmitter remote control system for each site in this Phase 3, consisting of the remote control equipment, software and peripherals.

BASE BID #5

Unit Price for quantity one (1) Transmitter Remote Control System for one site

1. Each MPB site has (or will have in the future) a main FM transmitter, a backup FM transmitter and a main TV transmitter.
2. Each site also has an emergency standby generator with an automatic transfer switch. The tower at each site includes a high intensity dual LED obstruction lighting system.
3. The remote control systems shall have the same capabilities at each site, which shall provide monitoring and control of the above described equipment, as well as environmental monitoring.
4. Owner reserves the right to purchase no (0) or up to ten (10) systems.

WARRANTY PERIOD

1. The warranty specified herein shall be for a period of five (5) years from the date of Substantial Completion.

SERVICE LEVEL AGREEMENT

1. A service level agreement is not required besides the standard support provided by the remote control system manufacturer.

PRODUCT SUPPORT

1. The terms of the product support policy specified herein shall be in effect beginning on the date of Substantial Completion.

PART 2 - PRODUCTS

TRANSMITTER REMOTE CONTROL

1. Furnish an IP-based transmitter remote control system for on-site monitoring with Ethernet I/O devices and local and site-to-site control. Include a front panel interface with a bright, full-color touch screen and color-coded alarm. The system must include built-in macros used typically found in the broadcasting industry as well as a method for creating user defined macros. It shall include a web interface and smartphone interface with the capability to expand to more than 240 metering, status and command channels by adding modules. The system must include all software for multi-site monitoring, control and logging. It shall provide for custom user interface designs, automatic logging and report generation. The system must include drawing a diagram on the screen as an alternative to writing scripts and macros for automated functions. Include a nonvolatile FLASH memory and battery-backed real-time clock to store data for 10 years without power.
2. The system must be provided with dial-in and dial-out telephone control. It shall include a digitally recorded voice with vocabulary tailored for the broadcast industry. The system shall allow for users to record additional words and phrases.
3. The remote control system must include the capability of 16 raise and lower pairs of command relays over the LAN/WAN, which are also configurable as 32 individual relays. This must use Form C relays, selectable as momentary or latching. The system must be capable of expanding to more than 240 command channels by adding modules.
4. The system must connect 16 metering and 16 status inputs to the system over a LAN/WAN. The system shall also allow for metering channels to be configured as status inputs. The system must be capable of expanding to more than 240 metering and status channels by adding modules.
5. The system shall be capable of monitoring and control of local and remote site equipment using SNMP. Users shall be able to select SNMP parameters that can be mapped to meter, status and command channels. The system shall provide seamless integration of SNMP-enabled devices with equipment connected via traditional parallel I/O.
6. Furnish LED tower light monitoring for all lamps, beacons, and sidelights for FAA Style F3, F4 or F5 lighting. Comply with FAA-AC No: 150/5345-43F.
7. The remote control system shall be equipped with the capability to monitor a line voltage sample for each phase of the three-phase utility power.
8. The system must be capable of monitoring temperature, humidity, flooding, leaks, and other environmental conditions. It shall also include light, sound and temperature sensors. Alerts shall be provided by email, SMS, and telephone. The web interface shall allow for setup, monitoring and access to historical data and charts.
 - 8.1. The system shall include two (2) general purpose indoor digital temperature sensors.
9. If the system has any PC/server requirements, Dell is the brand used by MPB. Furnish only Dell PC's.

Scope of Work - FM Upgrades Phase 3

Tower Maintenance & New Light Systems – 05/12/2023

Raymond, Oxford & Rose Hill, MS

10. Furnish manuals for the remote control system and all peripherals, preferably online or on a flash memory downloadable to a PC that will be available during the installation.
11. Operating Environment: 0 to 40°C; 5 to 85% RH
12. Site Power: 110-240 VAC, 60 Hz
13. Communication: RJ-45 Ethernet port for 10/100BaseT network
14. The contractor shall warrant the remote control system and peripherals to be free of defects in materials and workmanship for a period of 24 months.

PART 3 - EXECUTION

OWNER/CONTRACTOR ACTIVITIES

1. The Owner will rack the devices and connect the equipment interfaces.
2. The Owner will furnish an Ethernet switch at each site and a list of IP addresses and related information for its Ethernet connections to the new remote control system and peripherals.
3. The Contractor must remote-in and program the system after the Owner is finished racking the devices and connecting the equipment interfaces.

End of Transmitter Remote Control section