

# **Project Manual**

**December 22, 2022**

## **MPLS Fiber Conversion**

**RFx #3160005645**

**MPB Master Control & Eight Transmitter Sites**



**Mississippi Authority for Educational Television, aka  
Mississippi Public Broadcasting**

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**DIVISION 0: PROCUREMENT AND CONTRACT REQUIREMENTS**

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## **ADVERTISEMENT FOR BIDS**

Mississippi Authority for Educational Television dba Mississippi Public Broadcasting is soliciting for services and/or products for the purpose of MPLS Fiber Conversion. For inquiries, please contact Alicia Harris at 601-432-6770.

The solicitation may be accessed by potential offerors at [www.mpbonline.org](http://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: 3160005645  
3825 Ridgewood Road  
Jackson, MS 39211  
(DO NOT OPEN)

The deadline for receipt of responses is on or before Thursday, February 16, 2023, at 2:00 p.m., Central Standard Time (CST).

MPLS Fiber Conversion (Project Title)  
Mississippi Authority for Educational Television, aka Mississippi Public Broadcasting or "MPB"  
(Using Agency)  
3160005645 (RFx #)

A pre-bid meeting will be held at MPB headquarters on Thursday February 2, 2023, at 10:00 am until Noon, local time, and continuing to tour the master control facilities and WMPN on the same day.

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:  
1/19/2023  
1/26/2023

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**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

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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)

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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)*

Attn: Alicia Harris, CFO  
Mississippi Public Broadcasting  
3825 Ridgewood Road  
Jackson, Mississippi 39211

*(In lower left hand corner)*

Bid for RFx #3160005645

Title: MPLS Fiber Conversion

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) 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

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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

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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 \*\*\***

**PROPOSAL FORM  
SECTION 00 4200**

To: Mississippi Public Broadcasting  
3825 Ridgewood Road  
Jackson, Mississippi 39211

Re: Project # RFX #3160005645 \_\_\_\_\_  
Project Title MPLS Fiber Conversion \_\_\_\_\_  
Location MPB Jackson headquarters and 8 transmitter sites in Mississippi \_\_\_\_\_

I propose to complete all work in accordance with the Project Manual and Drawings within 120 consecutive calendar days for the sum of:

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

Words: \_\_\_\_\_ Dollars  
Figures: (\$ \_\_\_\_\_)

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

**Alternate #1** ☐ Adds ☐ Deducts

Words: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)  
Description: \_\_\_\_\_  
\_\_\_\_\_

**Alternate #2** ☐ Adds ☐ Deducts

Words: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)  
Description: \_\_\_\_\_  
\_\_\_\_\_

**Alternate #3** ☐ Adds ☐ Deducts

Words: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)  
Description: \_\_\_\_\_  
\_\_\_\_\_

**Alternate #4** ☐ Adds ☐ Deducts

Words: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)  
Description: \_\_\_\_\_  
\_\_\_\_\_

**Alternate #5** ☐ Adds ☐ Deducts

Words: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)  
Description: \_\_\_\_\_  
\_\_\_\_\_

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**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**

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- **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 Public Broadcasting  
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:

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## 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 \_\_\_\_\_

\_\_\_\_\_

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## ARTICLE 2: CONTRACT SUM

### 2.1 CONTRACT SUM

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

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

Base Bid	\$ _____
Modifications ( ) Adds ( ) Deducts	\$ _____
Negotiations	\$ _____
Alternate No. _____ ( ) Adds ( ) Deducts	\$ _____
Alternate No. _____ ( ) Adds ( ) Deducts	\$ _____
Alternate No. _____ ( ) Adds ( ) Deducts	\$ _____
Alternate No. _____ ( ) Adds ( ) Deducts	\$ _____
Alternate No. _____ ( ) Adds ( ) Deducts	\$ _____
<b>Total Contract Sum</b>	<b>\$ _____</b>

### 2.2 LIQUIDATED DAMAGES

- 2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for each calendar day.

## ARTICLE 3: CONTRACT TIME

### 3.1 TIME

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

## ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

### 4.1 PROGRESS PAYMENTS

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

### 4.2 FINAL PAYMENT

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

## ARTICLE 5: MISCELLANEOUS 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<sup>th</sup> Street, Suite D, Gainesville, Florida 32607  
Telephone: 352-332-3157 Fax Number \_\_\_\_\_ E-Mail Address: [bob@kesslerandgehman.com](mailto:bob@kesslerandgehman.com)

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

## Division 0

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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.

<b>INSURED:</b> (Contractor's Name & Address)				<b>COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #</b>		
				<b>A</b>	#	
				<b>B</b>	#	
				<b>C</b>	#	
<b>PROJECT:</b> (Number, Name & Location)				<b>D</b>	#	
				<b>E</b>	#	
				<b>F</b>	#	
				<b>G</b>	#	
<b>OWNER:</b> Owner				Companies above must be approved by the MS Ins Dept at <a href="https://www.mid.ms.gov">https://www.mid.ms.gov</a> (or most up-to-date link) per Code & WComp at <a href="http://www.mwcc.ms.gov/">http://www.mwcc.ms.gov/</a> (MID mod'd 041615)		
<b>Type Insurance</b>	<b>Co</b>	<b>Policy Number</b>	<b>Policy Period</b>	<b>Coverage and Minimum Amount</b>		
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		
				<b>OR</b>	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)				<b>OR</b>	Builders' Risk Installation Floater	Must be equal to Value of Work
Other						
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi 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.						
<b>Producing Agent:</b> (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 <a href="https://www.mid.ms.gov">https://www.mid.ms.gov</a>		

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

**Division 0**

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**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**

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**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: \$ \_\_\_\_\_

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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**

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**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 \*\*\***

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**SUPPLEMENTARY CONDITIONS**

**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*

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enhancing the delivery of the project. The process focuses upon verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

**1.2.1 Change this Subparagraph to read as follows:**

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

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

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

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

**1.5.3 Add a new Subparagraph as follows:**

***Transparency***

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

**1.6 Notice**

**1.6.1 Change this Subparagraph to read as follows:**

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

**1.7 Digital Data Use and Transmission**

Delete the last sentence of this Paragraph.

**1.8 Building Information Models Use and Reliance**

Change this Paragraph to read as follows:

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

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**Article 2**  
**OWNER**

**2.1 General**

**2.1.1** Change this Subparagraph to read as follows:

*The Owner, as used in these Documents, refers to the 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.*

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## 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*

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*additional costs incurred by the State due to the contract cancellation or loss of license or permit.*

3.4.5 Add a new Subparagraph as follows:

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

3.4.6 Add a new Subparagraph as follows:

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

3.5 **Warranty**

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

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

3.7.1 Change this Subparagraph to read as follows:

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

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

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

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

3.9 **Superintendent**

3.9.2 Change this Subparagraph to read as follows:

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

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

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

3.10.1 Change this Subparagraph to read as follows:

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

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to facilitate the Contractor's completion prior to the expiration of the Contract Time. The schedule shall be revised monthly or at more frequent intervals as required by the conditions of the Work and Project.

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

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

**3.11 Documents and Samples at the Site**

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

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

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

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

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

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

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

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

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

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

**3.15 Cleaning Up**

3.15.2 Change this Subparagraph to read as follows:

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

**3.16 Access to Work**

Change this Paragraph to read as follows:

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

**3.17 Royalties, Patents and Copyrights**

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

**3.18 Indemnification**

3.18.1 Change this Subparagraph to read as follows:

*To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Owner, Prime Professional, Prime Professional's consultants, Commissioning Authority Professional, Commissioning Authority Professional's consultants, as well as the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys'*

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fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

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#### **Article 4**

#### **ARCHITECT**

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

#### **4.1 General**

##### **4.1.1** Change this Subparagraph to read as follows:

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

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

#### **4.2 Administration of the Contract**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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.*

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**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".

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## **Article 8**

### **TIME**

#### **8.1 Definitions**

##### **8.1.2** Change this Subparagraph to read as follows:

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

##### **8.1.3** 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*

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the Prime Professional and supported by such data to substantiate its accuracy as the Prime Professional may require, and unless object to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### 9.3 Applications for Payment

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

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

#### 9.3.1.1 Delete this Subparagraph in its entirety.

#### 9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

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

#### 9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

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

#### 9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

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

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

### 9.4 Applications for Payment

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

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

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*Professional's".*

**9.5 Decisions to Withhold Certification**

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

9.5.1.7 Delete the word "repeated" from this Clause.

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

9.5.3 Delete this Subparagraph in its entirety.

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

**9.6 Progress Payments**

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

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

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

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

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

9.6.9 Add a new Subparagraph as follows:

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

9.6.9.1 Add a new Clause to Subparagraph 9.6.9 as follows:

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

9.6.10 Add a new Subparagraph as follows:

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

**9.7 Failure of Payment**

Change this Paragraph to read as follows:

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

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## 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:

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Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Prime Professional (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The final payment will be reduced by the value of any amounts assessed to the Contractor per Section 2.5 Owner's Right to Carry Out the Work, Section 6.3 Owners Right to Clean Up, or Section 9.11 Liquidated Damages where such amounts have not been reconciled by a Change Order per Section 7.2 prior to final acceptance unless such amounts have been resolved via separate agreement(s) between the Owner and the Contractor.

**9.11 Liquidated Damages**

**9.11.1 Add a new Paragraph as follows:**

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

**Article 10**

**PROTECTION OF PERSONS AND PROPERTY**

**10.2 Safety of Persons and Property**

**10.2.5 Change this Subparagraph to read as follows:**

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

**10.3 HAZARDOUS MATERIALS**

**10.3.2 Delete this Subparagraph in its entirety.**

**10.3.3 Delete this Subparagraph in its entirety.**

**10.3.4 Delete this Subparagraph in its entirety.**

**10.3.5 Delete this Subparagraph in its entirety.**

**10.3.6 Delete this Subparagraph in its entirety.**

**Article 11**

**INSURANCE AND BONDS**

**11.1 Contractor's Insurance and Bonds**

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

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

Add new Clauses as follows:

**.1 GENERAL LIABILITY:**

*Commercial General Liability  
(Including XCU)*

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

**.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:**

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

**.3 AUTOMOBILE LIABILITY:**

*(Owned, Non-owned & Hired Vehicles)*

*Contractor Insurance Option Number 1:*

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

*Contractor Insurance Option Number 2:*

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

**.4 EXCESS LIABILITY:**

*(Umbrella on projects over \$500,000)*

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

**.5 WORKERS' COMPENSATION:**

*(As required by Statute)*

**EMPLOYERS' LIABILITY:**

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

**.6 PROPERTY INSURANCE:**

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

**11.1.5** Add a new Subparagraph to read as follows:

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*Insurance shall be maintained without interruption from the date of commencement of the Work until the date of final payment unless otherwise noted on the Certificate of Substantial Completion.*

**11.1.6 Add a new Subparagraph to read as follows:**

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

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**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.

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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.*

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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).*

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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**

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*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 \$ \_\_\_\_\_

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Name: \_\_\_\_\_

Division: \_\_\_\_\_

Amount \$ \_\_\_\_\_

Name: \_\_\_\_\_

Division: \_\_\_\_\_

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Name: \_\_\_\_\_

Division: \_\_\_\_\_

Amount \$ \_\_\_\_\_

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Owner

Minority Participation Form

Name: \_\_\_\_\_

Division: \_\_\_\_\_

Amount \$ \_\_\_\_\_

Name: \_\_\_\_\_

Division: \_\_\_\_\_

Amount \$ \_\_\_\_\_

Name: \_\_\_\_\_

Division: \_\_\_\_\_

Amount \$ \_\_\_\_\_

**End of Form**

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**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.

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**SPECIAL CONDITIONS  
SECTION 00 8000**

**PART 1 - PERFORMANCE INFORMATION**

N/A

**PART 2 – GRANT CONDITIONS**

N/A

**PART 3 – OTHER CONDITIONS**

N/A

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**ADDENDA**  
**SECTION 00 9000**

**1.01    ADDENDA**

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



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**DIVISION 1: GENERAL REQUIREMENTS**

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**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.

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**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.

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**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 and the Contractor.

**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

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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

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- 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.

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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)



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- 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

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**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.

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**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 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, 4<sup>th</sup> 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

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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.

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- F. **Substantiate:** Submit sorts required to support recommended changes.
  - G. **Report:** Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

1.09 **DISTRIBUTION**

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

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

1.01 **DESCRIPTION**

- 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.

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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.

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**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.

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**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



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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.

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**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.

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- 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

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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.

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**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**

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

**1.02 FINAL INSPECTIONS**

- A. **Professional's 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

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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.

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**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.

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**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. N/A
  - 2.
  - 3.

**1.02 PARTIAL OWNER OCCUPANCY**

- A. Schedule early completion of Work for Owner's usage prior to substantial completion of entire Project .
- B. Owner will occupy the facilities throughout the Project. Use of new equipment will begin as needed, when needed.
- C. Prior to using any portion of the Project, a *Certificate of Substantial Completion* for designated Work 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 (NONE)**

**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 (NONE)**

- 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 (NONE REQUIRED)**

**4.01 FIELD OFFICE**

**4.02 UTILITIES**

**4.03 PROJECT SIGN**



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**PART 5 – ANTICIPATED DELAYS (NONE ANTICIPATED)**

**5.01 ADVERSE WEATHER**

**PART 6 – INSTITUTION/AGENCY REQUIREMENTS**

**6.01 PROHIBITED ACTIVITIES**

**A. DISRUPTION TO PROGRAMMING**

The Owner conducts fund-raising events during targeted times of the year. These events are critical to the ability of the Owner to meet its financial goals for continued operation of the network. Contractors are required to avoid disruption to programming during those periods.

Contractors are required to schedule all low-power and off-air time in advance with the Owner.

**6.02 USE OF PREMISES**

**A. NEW EQUIPMENT**

The Owner may begin using the transmitters and antenna systems, as needed, as soon as they are installed and tested.

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

*MPB Master Control & Transmitter Sites, MS*

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## MPLS Fiber Conversion Scope of Work

### PART 1 - GENERAL

#### PURPOSE

MPB is seeking a Contractor to reconfigure its multi-program ASI stream and all IP traffic to new MPLS circuits as primary and keep its existing microwave as a hot standby backup, including automatic switchover from MPLS to microwave upon failure of an MPLS circuit. The Contractor scope of work will include final design, selection, supply and installation of new equipment, hardware, and materials, rewiring and removal of unused equipment, and setup and testing of the completed system over the MPLS network.

#### BACKGROUND

MPB delivers TV and radio programming from its master control in Jackson to its eight transmitter sites located throughout Mississippi over an MPB-owned and operated IP-based 6 GHz duplex microwave system. Vendor C Spire is in the process of providing MPLS circuits between the master control and transmitter sites under a contract from ITS. MPB will transition from the statewide microwave system to the new MPLS circuits as the primary method of interconnection between the master control and transmitter sites. The microwave system will be retained as a backup until further notice.

This is intended to be a straightforward addition to the MPB microwave system with no other changes or upgrades, likely implemented as unicast. However, in addition to communication access between Master Control and all eight transmitter sites over the MPLS circuits, it will ultimately be important for MPB field engineering staff to access any of the eight transmitter sites from any other transmitter site, possibly as multicast. Therefore, it is important to ensure that the final design does not inherently prevent such intra-system communications.

#### SUMMARY

This work will be procured under a single contract in the best interests of MPB. The following briefly summarizes the work required by the base bid:

- Develop a final signal flow design.
- Select new equipment.
- Develop procedures for equipment tests and acceptance tests for the new system.
- Supply and install new equipment, setup and test the completed system.
- Carefully remove existing equipment.
- Overall supervision of the project.

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### Division 13

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

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## BIDDERS' QUALIFICATIONS

In addition to the requirements of 1.02 BIDDER'S QUALIFICATIONS, INSTRUCTIONS TO BIDDERS, SECTION 00 2100, PART 1 - GENERAL in Division 0 of the Project Manual, the person responsible for the final design and performance of the system must be certified by Cisco as either a CCNP (Cisco Certified Network Professional) or CCIE (Cisco Certified Internetwork Expert) to perform this work. Proof of certification will be requested by the Professional during the bid review process.

## BIDDER REGISTRATION

Bidders will need to be registered in *MAGIC*, which is Mississippi state purchasing. A MAGIC Supplier Self-Service Reference Guide is available here: [https://www.mdek12.org/sites/default/files/docs/public-notice/RFP/magic\\_supplier\\_vendor\\_self-service\\_reference\\_guide.pdf](https://www.mdek12.org/sites/default/files/docs/public-notice/RFP/magic_supplier_vendor_self-service_reference_guide.pdf).

## DEFINITIONS

- Owner/Agency: Mississippi Authority for Educational Television, aka MPB or Mississippi Public Broadcasting
- ITS: MS Department of Information Technology Services
- C Spire: MPLS vendor for ITS
- MPLS: Multi-Protocol Label Switching. A virtual private network (VPN) circuit for securely connecting two or more locations over the public Internet or private MPLS VPN network.
- The State of the project: Mississippi
- Bidder: Any Vendor interested in submitting a bid and/or who submits a bid
- Contractor: Vendor(s) who are awarded a contract for equipment and/or services
- Professional: Kessler and Gehman Associates, Inc.
- ATSC: Advanced Television Systems Committee
- DTV: Digital Television
- FCC: Federal Communications Commission

## TIME IS OF THE ESSENCE

The suggested completion date for this project is 120 days after Notice to Proceed. However, Bidders shall enter into the bid form the number of calendar days needed to complete all the work and closeout the project.

## BIDS

Bidders must respond to this Advertisement for Bids using the official PROPOSAL FORM, SECTION 004200 in Division 0 of the Project Manual. The Owner reserves the right to award a contract based on the lowest responsive cost that meets all specifications and provides the best value.

## BIDDERS CONFERENCE AND SITE VISITS

### Bidders Conference

A Bidders' conference will be held in the MPB headquarters building at 3825 Ridgewood Road, Jackson, MS at 10:00 a.m. Central Time on Thursday, February 2, 2023. The Bidder's conference is not

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## Division 13

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

*MPB Master Control & Transmitter Sites, MS*

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mandatory, but Contractors will be expected to perform all work at no additional cost to the Owner based on what could have been learned if it had attended the conference.

## **Site Visits**

Site visits will be offered immediately after the conference to inspect any or all eight transmitter sites. Site visits are not required, but Contractors will be expected to perform all work at no additional cost to

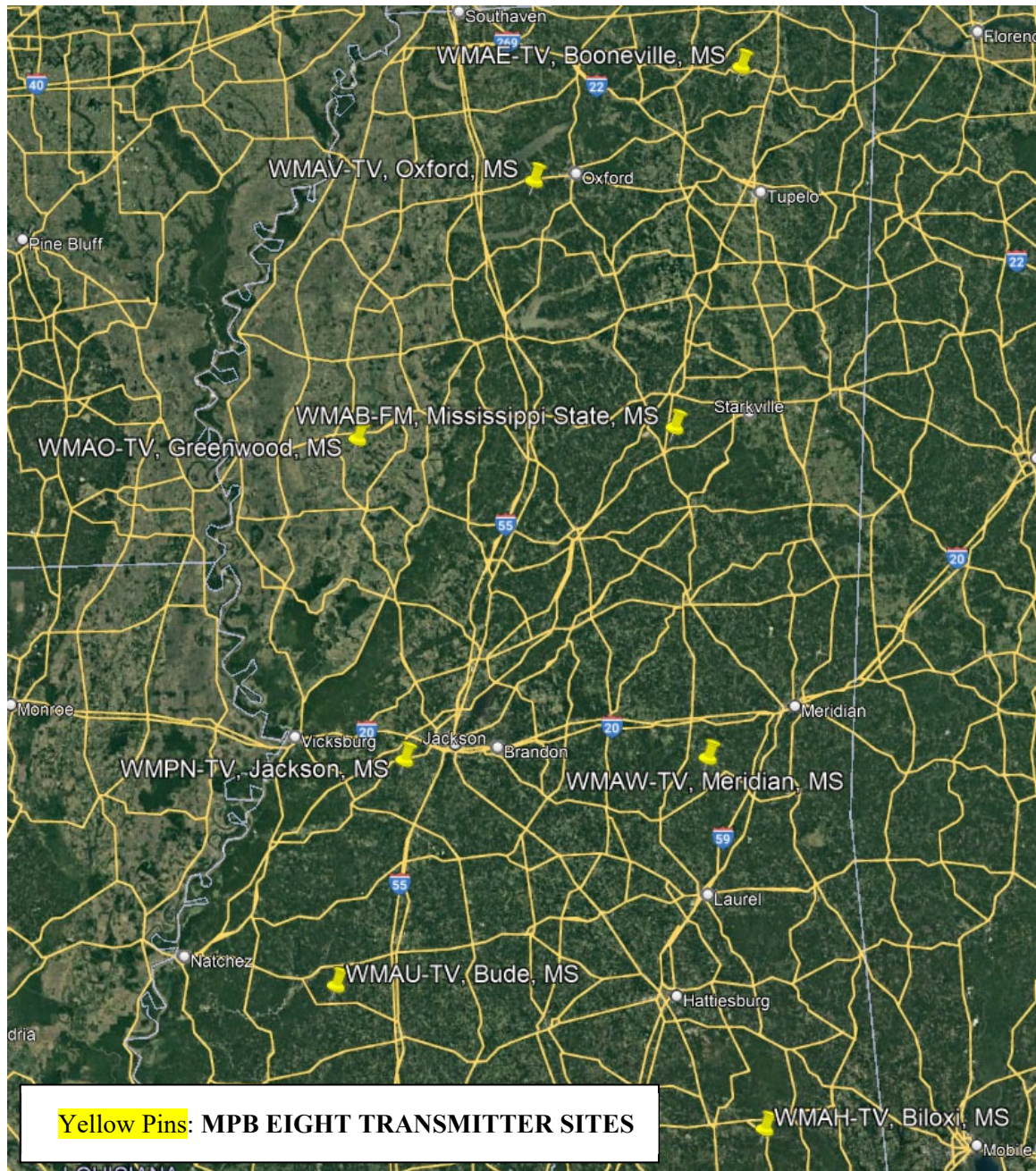
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## **Division 13**

## Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

the Owner based on what could have been learned if it had made site visits. See map below for site locations.



See Appendix G, H, and I. There are basically three models of transmitter sites, but the differences may not be relevant to this project. WMAB is a microwave relay site and the other seven are microwave end sites. Of the microwave end sites, only WMPN does not have space diversity. If there is interest by at

### Division 13



# Scope of Work – MPLS Fiber Conversion – 12/22/2022

*MPB Master Control & Transmitter Sites, MS*

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least one Bidder in visiting one or more sites, the Professional will lead a caravan. Bidder(s) will be responsible for their own transportation. The sites to be visited are the Bidders' choice, but WMPN is closest to the MPB Jackson master control site and can easily be visited the same day. After all Bidders have completed their inspections of a site, the Professional will lead the way to the next site requested by the Bidder(s). The complete roundtrip from MPB Jackson clockwise around all eight sites and returning to MPB Jackson takes about 17 hours of driving time. Adding one hour on site for each station could result in a three-day event and possibly part of a fourth day.

## DISRUPTION TO PROGRAMMING

The Owner conducts fund-raising events during targeted times of the year. These events are critical to the ability of the Owner to meet its financial goals for continued operation of the network. Contractors are required to avoid disruption to programming during those periods.

Contractors are required to schedule all off-air time in advance with the Owner.

## SUBMITTALS

The Agency reserves the right to request the following from any Bidder prior to award of a contract.

1. Documents demonstrating active CCNP or CCIE compliance. Submit within three (3) days after a written or email request from the Professional.
2. If requested, the Bidder shall submit the following to the Professional within ten days after receipt of a written request from the Professional.
  - a. Detailed manufacturer's specifications for each component specified. Include data on features, ratings, and performance.
  - b. Special warranties specified in this Section.
3. The awarded Contractor shall submit the following to the Professional at least 30 days prior to shipping equipment.
  - a. Rack Elevation Drawings: Plans showing elevation of new equipment, placement in existing racks, and proximity to existing equipment. Include consideration for air-flow spaces.
  - b. Signal Flow Drawings: Plans showing the existing equipment and connections and new equipment and connections to existing equipment, including the appropriate connector types.
  - c. Schedule: Proposed schedule of the anticipated dates for being off the air.

## 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.

## COORDINATION

1. Coordinate Work with requirements of the Owner, through the Professional.

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### Division 13

## Scope of Work – MPLS Fiber Conversion – 12/22/2022

*MPB Master Control & Transmitter Sites, MS*

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2. Coordinate layout and installation of equipment and system components with existing equipment.
3. Coordinate testing with the Owner, through the Professional.

### **WARRANTY**

The Minimum Warranty Period for all major equipment items and major work shall be one (1) year from date of Substantial Completion. The Contractor shall 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.

1. Written warranty, signed by Contractor agreeing 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 shall be in addition to, and not limiting, other rights Owner may have under other provisions of the Contract Documents.
2. The special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract.

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

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## PART 2 - PRODUCTS

All equipment provided by the Contractor shall be new current production models. Equipment formerly used as demonstration models, out of production models, and used equipment is not acceptable.

One or more of the products listed in this section are expected to be integrated into the final design. Quantities are as-needed, as determined by the Contractor.

### Broadcast IP Network Equipment

The Contractor shall supply all materials and labor for the new distribution and IP interconnection of existing services over MPLS as required for a complete operable system.

### ASI/IP Converter

An ASI to IP converter, IP to ASI converter, and IP to IP converter herein referred to as an “ASI/IP converter”, or simply “ASI/IP”. The following are specifications for a high-quality ASI/IP converter. Devices that deviate in minor respects from these specifications will be considered and will not be unreasonably rejected.

#### Inputs and Outputs

- 1 x ASI input per DVB TR 101 891/SMPTE ST 259
- 1 x ASI output per DVB TR 101 891/SMPTE ST 259
- Min ASI TS input bitrate 100 kbps
- Max ASI TS input bitrate 200 Mbps
- 2 x RJ45 10/100/1000 Gig E I/O for MPEG over IP
- 1 x RJ45 10/100 control port

#### Control

- The device must be compatible with a an SNMP-based remote-control system for monitoring and control.

#### Encapsulation parameters

- IP encapsulation for ASI input
- MAC 802.3>IPV4>RTP>UDP>MPEG (RTP can be turned on and off)
- Select 1 to 7 MPEG packets per IP frame
- Optional FEC encoding (Pro MPEG forum code of practice #3- release 2<cop3>) with L&D following the following range:
  - $L * D \leq 100$
  - $1 \leq L \leq 20$
  - $4 \leq D \leq 20$
- IP address (IP, Subnet mask, Gateway) for the source
- IP address for the destination (Unicast and Multicast)
- Selection of the source port and destination port
- Set Local MAC address of the equipment

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## Division 13



# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

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## De-Encapsulation Parameters

- Join Multicast by providing correct messaging using IGMP
- Selection of the UDP Ports
- Auto fail-over to redundant multicast address

## Monitored parameters

- Total Bitrate
- Null Packet Bitrate
- TS sync loss
- Continuity count error
- PID List

## Power Supply Configuration

- Dual/Redundant PS
- Separate inlets per PS

## Electrical

- Voltage: Auto-ranging: 100–240 V AC, 60 Hz
- Max. Operating Current: 4.6 A @ 100 V/60 Hz
- Max. Power Consumption: 450 W
- Fuses: 6.3 A, 250 V ceramic time delay
- Noise Level: -60 dBA

## Common Specifications

- Status Indicators: Power supply status LED, Local error failure LED
- Tally Output: Relay N/O, N/C for status/fault 1 A, 30 V DC maximum
- Operating Temp.: 0–40°C
- Humidity: 10–90% non-condensing
- Ventilation: Fan-assisted

## Genlock

- Number of Inputs: 2 BNC
- Termination: 75 W internal

## DVB/ASI 1x9 DA with Transport Stream Monitor

The following are specifications for a high-quality DVB/ASI distribution amplifier. Devices that deviate in minor respects from these specifications will be considered and will not be unreasonably rejected.

## Serial Video Inputs

- Standard: ASI per DVB TR 101 891-270 Mbps
- Number of Inputs: 1
- Connector: 1 BNC per IEC 61169-8 Annex A
- Bitrate: 100 kbps to 200 Mbps

## Division 13

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# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

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## Serial Video Outputs

- Standard: Same as input
- Number of Outputs: 9
- Connector: BNC per IEC 61169-8 Annex A
- Bitrate: Same as input

## Control

- The device must be compatible with a Burk ARC-Plus Touch broadcast SNMP-based remote-control system for monitoring and control.

## Electrical

- AC Mains Input: Auto ranging, 100 to 240V AC, 60Hz
- Maximum Operating Current: 2.6 A (@ 120V AC)
- Maximum Power Consumption: 200 watts
- Power Supply Configuration: Dual, redundant, separate AC inlets
- Connector: IEC 60320 -1 per power supply
- Fuses: 4A, 250V time delay 5x20 mm. -2 per power supply
- Complies with CE Low voltage Directive
- EMC: Complies with FCC part 15

## DVB-ASI Digital Auto Signal Changeover

The following are specifications for a high-quality DVB/ASI auto-changeover unit using latching relays to ensure maximum reliability and minimal disruption in the event of any failure. Devices that deviate in minor respects from these specifications will be considered and will not be unreasonably rejected.

### Input

- Standards: DVB-ASI
- Number of Inputs: 2
- Connector: BNC per IEC 61169-8 Annex A
- Maximum Cable Length: 100m of Belden 1694A or equivalent cable combined input and output
- Return Loss: 10 dB up to 1.5 Gbps

### Output

- Standards: DVB-ASI
- Number of Outputs: 1 passive relay output
- Connector: BNC per IEC 61169-8 Annex A
- Maximum Cable Length: 100 m of Belden 1694A or equivalent cable combined input and output
- DC Offset: 0 V  $\pm$ 0.5 V
- Return Loss: 10 dB up to 1.5 Gbps

## General Purpose Input and Output

- Type
  - Inputs: Opto-isolated input with internal pull-up to +5 V.

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## Division 13

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

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- Outputs: Normally 10k internal pull-up to +5 V. Ground to rear panel when relay is in active position.
- Connector: Two 3 pin terminal blocks with one ground each.
- Signal Level: +5 V nominal

## Control

- The device must be compatible with a Burk ARC-Plus Touch broadcast SNMP-based remote-control system for monitoring and control

## Electrical

- AC Mains Input: Auto ranging, 100 to 240 V AC, 60Hz
- Maximum Operating Current: 2.6 A (@ 120 V AC)
- Maximum Power Consumption: 200 watts
- Power Supply Configuration: Dual, redundant, separate AC inlets
- Connector: IEC 60320 -1 per power supply
- Fuses: 4 A, 250 V time delay 5x20 mm. -2 per power supply
- Complies with CE Low voltage Directive
- EMC: Complies with FCC part 15, class A

## SFP (Small Form-Factor Pluggable) Gigabit Interface Converter

The following are specifications for a high-quality SFP's. SFP's must be fully compatible with, and supported by, the existing Cisco products found at the MPB sites. Devices that deviate in minor respects from these specifications will be considered and will not be unreasonably rejected.

- Small Form-Factor Pluggable (SFP) Gigabit Interface Converters link switches and routers to networks. The hot-swappable input/output devices plug into a Gigabit Ethernet ports or slots. Optical and copper models are available for use on a wide variety of IP-based products and can be intermixed in combinations on a port-by-port basis.
- Regulatory and standards compliance
  - Safety:
    - Laser Class I 21CFR1040 LN#50 7/2001
    - Laser Class I IEC 60825-1
  - Standards:
    - IEEE 802.3z
    - IEEE 802.3ah
    - GR-20-CORE: Generic Requirements for Optical Fiber and Optical Fiber Cable
    - GR-326-CORE: Generic Requirements for Single-Mode Optical Connectors and Jumper Assemblies
    - GR-1435-CORE: Generic Requirements for Multifiber Optical Connectors
    - IEC 60603-7:2000: Generic Requirements for RJ-45 connectors

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## Division 13

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

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## PART 3 - EXECUTION

### DEMARCATION

Points of demarcation for the DVB/ASI and IP signals shall be as follows:

- Master Control – Refer to Appendix D.
- Transmitter Sites – Refer to Appendix E, G, H, and I.

### EXAMINATION

The concept is to use the existing equipment to keep the stations on the air to the maximum extent possible while work is being performed on the new system. In this regard Bidders shall:

- Examine the buildings for space limitations related to the placement of new equipment and access to the electrical power source.
- Examine the sites existing equipment and other conditions affecting installation.
- Proceed with installation only after unsatisfactory conditions have been corrected.
- Field-check all dimensions.

### PROJECT CONDITIONS

Environmental Limitations: System components shall be 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: -20°C to 45°C or ~0 deg F to plus 110 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: 10°C to 40°C or ~50 deg F to ~100 deg F.
  - Relative Humidity: 0 to 95 percent, non-condensing.
- Electrical: System components shall be equipped and rated for the electrical facilities where installed.
  - 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 shall verify the utility power configuration at the site.

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## Division 13

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

## SCOPE

Contractor shall provide equipment and services as necessary for a complete operable system, including the following.

- Develop a final signal flow design from the design concept included in these specifications. Include steps to implement the design with minimal disruption to MPB broadcasts. Submit drawings to Professional for review.
- Select new equipment to implement the project. Submit equipment make, model and technical specifications to Professional for review.
- Develop a procedure to pretest and test the new system. Submit written testing procedures to Professional for review.
- Supply and install new equipment, hardware, materials and wiring and setup and test the completed system over the MPLS network.
- Demonstrate proper operation between Master Control and each transmitter site over the MPLS circuit before moving to the next transmitter site.
- Carefully remove the existing unused equipment and set aside for future use.
- The Contractor shall be responsible for the overall supervision of its project. The Contractor shall 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.
- Other work as more fully described in this Division.

## EQUIPMENT TESTS

Contractor shall develop written equipment test procedures like the following, adapted to the equipment proposed, and submit a copy of the procedures to the Professional for review.

VERIFY	RESULTS
Device information.	
Manufacturer:	
Model:	
Serial Number:	
Firmware Ver.:	
MAC Address:	
Proper method is used to connect the device to the network	
Device is securely mounted in cabinet.	
Device power supply(s) is(are) present and energizes the unit.	
Device is properly bonded to Earth ground.	
Device has been properly labeled with IP address, MAC Address, Serial number, Hostname	
All cabling is labeled with the to/from on each end and at any major transition point and is neatly managed throughout the cabinet	
Access to the device via the console port.	
Access to the device by using the correct login credentials.	
Device has a configuration file. Issue command “show configuration snapshot” to display current configuration	
VLAN settings if applicable.	
Running configuration matches certified configuration	

## Division 13

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

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Communication Settings are set to appropriate values per the IP plan (IP, MASK, GATEWAY)	
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## NETWORK TRANSITION

Contractor shall develop written transition plans like the following and submit a copy of the plans to the Professional for review.

- Buildout Master Control and WMPN without touching the Existing Microwave setup.
- This can be accomplished by taking the ASI signal from the existing Evertz ASI DA in Master Control or, if there are not sufficient unused outputs from the existing DA, by supplying and integrating a new ASI DA to create a NEW MPLS ASI feed for WMPN.
- Also, the MPLS ASI signal can be tested at the WMPN transmitter site using a simple ATSC Off Air HD Integrated Receiver Decoder (IRD) with a DVB/ASI input, provided by the Contractor.
- The IRD may be moved from site-to site for testing and retained by the Contractor.
- Test WMPN by monitoring the EXISTING MICROWAVE ASI from the transmission line coupler or over-the-air using the Contractor's IRD.
- Connect the MICROWAVE ASI through a new ASI AUTO CHANGEOVER. Connect the MPLS ASI to the Primary and MICROWAVE ASI to Backup ports.
- Test WMPN by monitoring the NEW MPLS ASI from the transmission line coupler or over-the-air using the Contractor's IRD.
- Inspect the new system and installation and supervise pretesting, testing, and adjusting of equipment under the supervision of a Cisco Certified service representative.
- Inspection: Verify that units are properly installed.
- Pretest: Pretest components and functions to verify that they comply with specified requirements prior to installation on the tower. Replace malfunctioning or damaged items. Retest until satisfactory performance and conditions are achieved. Prepare equipment for acceptance and operational testing.
- Test Schedule: Schedule tests after pretesting has successfully been completed and system has been in normal functional operation for at least 3 days. Provide a minimum of 10 days' notice of test schedule.

## ACCEPTANCE TESTS

Contractor shall develop written acceptance test procedures like the following and submit a copy of the procedures to the Professional for review.

Perform operational system tests to verify that system complies with Specifications. Include all modes of system operation. Test equipment for proper operation in all functional modes using Contractor-owned test equipment.

- At the beginning of the Acceptance Test phase, the Contractor shall submit written report of the certified equipment test results for approval by the Professional.

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## Division 13

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

*MPB Master Control & Transmitter Sites, MS*

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- The Professional shall approve all equipment testing prior to the Contractor starting the Acceptance Testing.
- Conduct Acceptance Testing in accordance with agreed testing documentation for all field and related equipment once the system has been interconnected to form a complete subsystem (network connectivity).
- The Acceptance Testing shall demonstrate connectivity to all equipment utilizing.
- The Acceptance Testing consists of a 30-day period of operations without major failure of equipment. An MPB engineer can require the Acceptance Testing be restarted if any major failure occurs. A major failure for the device is defined as any failure of the equipment associated with the primary function of the device.
- Demonstrate that the total system (hardware, firmware, software, materials, and construction) is properly installed, free from problems, exhibits stable and reliable performance, and meets project requirements.
- Once per week, the Contractor shall demonstrate that all system functions tested in the Acceptance Testing are operational and meets requirements.
- The Contractor shall coordinate through the Professional to have a representative present for the onsite inspection.
- The Contractor must provide proof that each device has been tested each week for the duration of the testing period witnessed by an MPB representative.
- The testing time must be scheduled a minimum of one week prior and coordinated and approved by the Professional.

Record test results.

Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.

## **CLEANING**

Contractor shall clean the sites and leave them in a condition as good as found.

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

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## DRAWINGS

**APPENDIX A MPB TRANSMITTER SITES LOCATION DATA**

**APPENDIX B C SPIRE INSTALLATION STATUS AS OF 11/21/2022**

**APPENDIX C MICROWAVE TO FIBER TRANSITION DESIGN CONCEPT**

**APPENDIX D EXISTING SIGNAL FLOW / MASTER CONTROL TO TRANSMITTER SITE**

**APPENDIX E EXISTING TRANSMITTER SITE SIGNAL FLOW**

**APPENDIX F TYPICAL EQUIPMENT RACK PROFILE (MICROWAVE)**

**APPENDIX G WMAB ACKERMAN STATION / MICROWAVE REPEATER BLOCK DIAGRAM**

**APPENDIX H WMAH MCHENRY STATION MICROWAVE END POINT BLOCK DIAGRAM**

*This Block Diagram also applies to Stations WMAE Booneville, WMAO Greenville, WMAU Bude, WMAV Oxford, & WMAW Rose Hill*

**APPENDIX I WMPN RAYMOND STATION MICROWAVE END POINT BLOCK DIAGRAM**



# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

## APPENDIX A – MPB MASTER CONTROL & TRANSMITTER SITES LOCATION DATA

MPB requires a representative to be on site whenever a contractor is at a site. Daily coordination will be required when work is started on site. Some transmitter sites are not staffed and therefore it could take several hours of travel time for an MPB representative to get to a site, so advance notifications are vital.

CALL	CITY	CONTACT <sup>1</sup> NAME & CELL NUMBER	COORDINATES & DIRECTIONS
Master Control	Jackson	Greg Wells 601-624-3187	32-20-17.5 N 90-08-44.3 W; From the intersection of I-55 & I-20 south of Jackson: Head northeast on I-55 N 3.8 mi, Use the right 2 lanes to take exit 98B for MS-25 N/Lakeland Dr E toward Carthage 0.3 mi, Merge onto MS-25 N/Lakeland Dr 1.0 mi, Use the left 2 lanes to turn left after McDonald's (on the right), MPB will be on the left 0.3 mi.
WMPN	Jackson	Andy Caston 601-954-6561	32-11-30.0 N 90-24-22.0 W; from I-55 Exit 85 south of Jackson: Take exit 85 from I-55 S, continue on 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.
WMAU	Bude	Don Pickett 601-672-7502	31-22-23.0 N 90-45-04.0 W; from exit 20 on Interstate 55 north of McComb, MS: Head west on US-98 W, 17.9 miles to turn right / north onto dirt road leading to the WMAU transmitter site.
WMAH	Biloxi	Don Pickett 601-672-7502	30-45-19.0 N 88-56-44.0 W; from the intersection of East McHenry Road & US-49 in McHenry, head north on US-49, 2.1 mi to turn right onto Wire Rd, 12 mi east to turn left onto Cable Bridge Road, 2.2 miles north to sharp right onto TV Tower Road, 0.7 miles east to the WMAH transmitter site on the left.
WMAW	Meridian	Andy Caston 601-954-6561	32-08-19.0 N 89-05-36.0 W; 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

<sup>1</sup> Please also notify Network Manager Jerry Ladd, cell phone number 601-954-6557, of all site visits to make different arrangements in case the assigned personnel are not available.

## Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

CALL	CITY	CONTACT <sup>1</sup> NAME & CELL NUMBER	COORDINATES & DIRECTIONS
			20, WMAW transmitter site will be on the right 0.6 mi.
WMAB	Mississippi State	Jeff Hammond 601-941-1295	33-21-14.0 N 89-09-00.0 W; from the intersection of MS-12 and MS-15 in Ackerman, head northeast on MS-12, 1.3 mi to turn left onto Dido Rd, 1.7 mi to the WMAB transmitter site on the right.
WMAE	Booneville	Bobby Carruthers 601-672-7504	34-40-00.3 N 88-45-05.2 W; from Baptist Memorial Hospital-Booneville at the corner of Washington Street & South 2nd Street, Head west on Washington St through a slight right curve onto North 9th Street, continue on North 9th Street to join MS-4 and continue westerly 7.2 miles on MS-4 through Jumpertown to County Road 600. Turn South on CR-600 continue 2.9 miles to a right (west) turn to stay on CR-600. Continue westerly another 1.2 miles on CR-600 to a left (south) turn. Continue 0.2 mile to the WMAE transmitter site.
WMAV	Oxford	Bobby Carruthers 601-672-7504	34-17-28.0 N 89-42-21.0 W; 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.
WMAO	Greenville	Byron Johnson 601-260-4001	33-22-34.0 N 90-32-32.0 W; from I-55 Exist 185 near Winona: Head west on US-82 W 45.8 mi, Turn left onto Hwy 3 S 1.5 mi, Turn left onto Moorhead-Belzani 1.7 mi, Continue onto Macon Lake Rd 0.9 mi, Continue onto Moorhead-Belzoni Rd 2.1 mi, Turn right onto TV Station Rd 1.4 mi to the WMAO transmitter site.

<sup>1</sup> Please also notify Network Manager Jerry Ladd, cell phone number 601-954-6557, of all site visits to make different arrangements in case the assigned personnel are not available.

## Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

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### APPENDIX B – C SPIRE INSTALLATION STATUS AS OF 1/4/2023

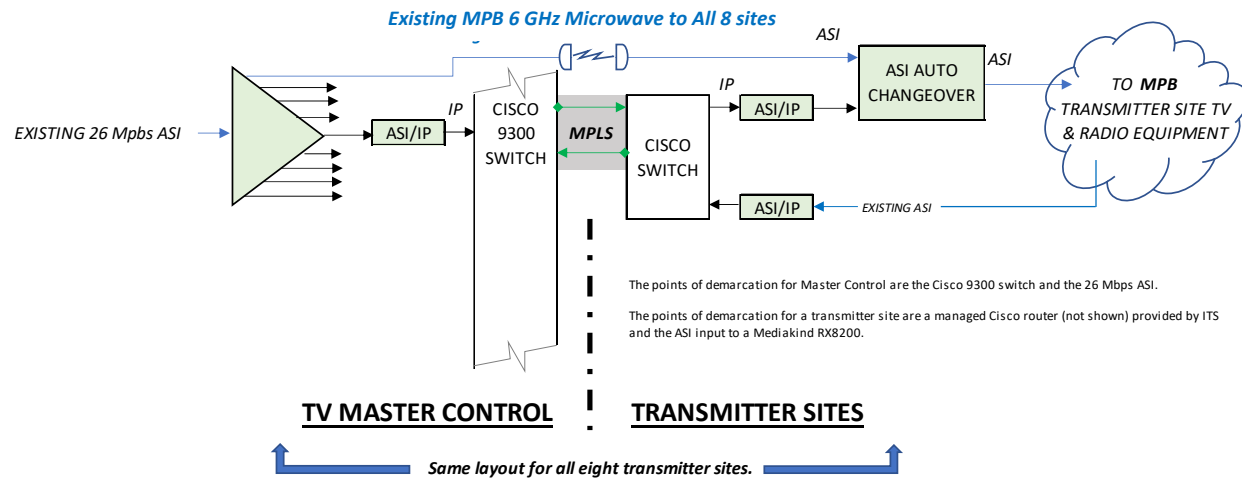
Call	Site	Address	Status
WMPN	Raymond	4700 Oakley Palenstine Road	Tested/Ready for Cut
WMAU	Smithdale	250 Tower Lane	Pending Permits
WMAH	Perkinston	478 TV Tower Road	Completion Date Pending
WMAW	Rose Hill	2315 County Road 20	Scheduled for Install and Testing 1/4/23
WMAB	Ackerman	1630 Dido Road	Tested/Ready for Cut
WMAE	Booneville	7010 County Road 600	Completion Date Pending
WMAV	Taylor	160 County Road 344	Completion Date Pending
WMAO	Inverness	89 TV Station Road #99	Pending Permits

**Note: Goal for completion of all sites is 3/31/2023**

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

## APPENDIX C – MICROWAVE TO FIBER TRANSITION DESIGN CONCEPT



### TRANSITION STEPS

1. Buildout Master Control and WMPN, as shown above, without touching the Existing Microwave setup.
2. Test WMPN for 3 days by monitoring the EXISTING ASI from the transmission line coupler or over-the-air.
3. Connect the microwave ASI through the ASI AUTO CHANGEOVER. Connect MPLS ASI to Primary and microwave ASI to Backup ports.
4. Test WMPN for 3 days by monitoring the ASI from the transmission line coupler or over-the-air.

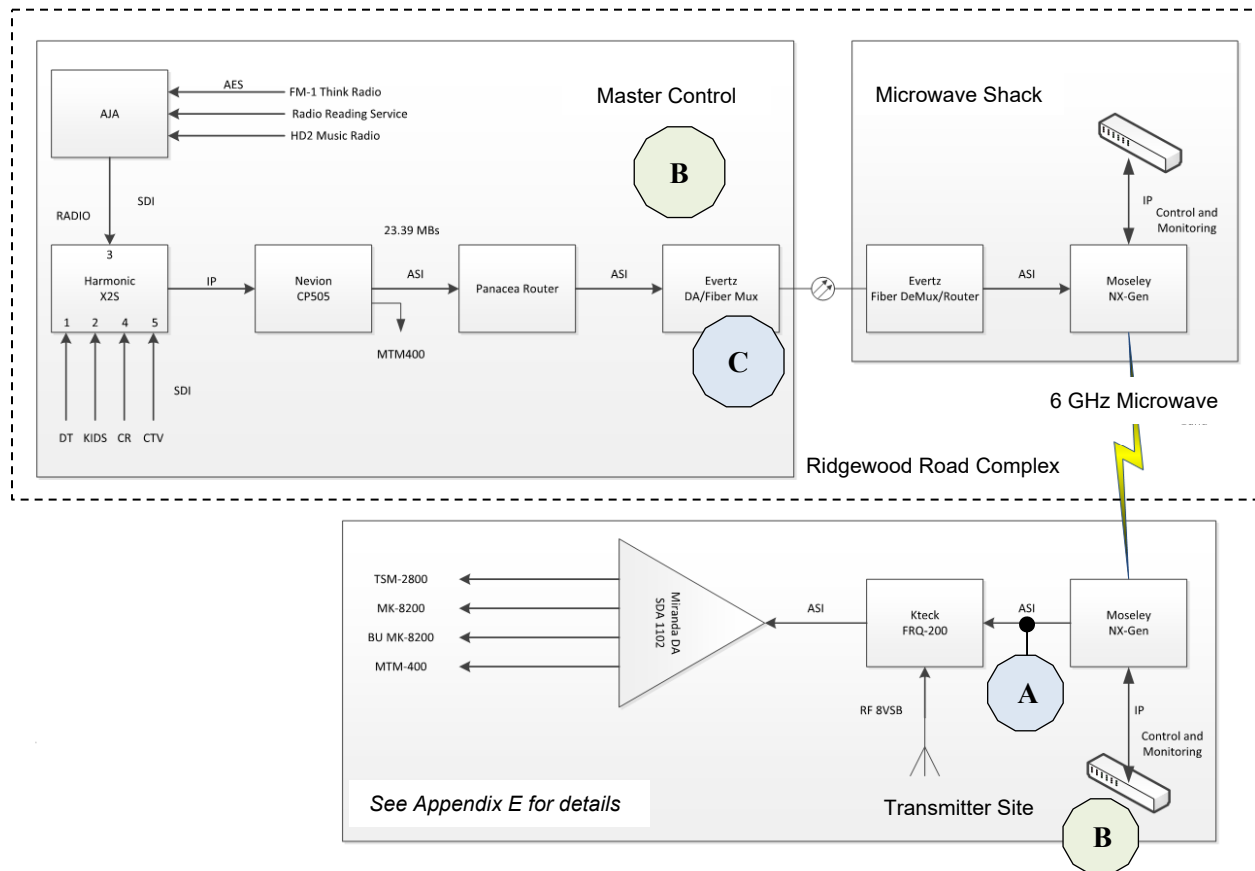
### Legend

- Signal flow direction
- Optical flow with SFP (or similar)
- Required New Equipment
- Legacy ASI flow / Microwave
- Optional

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

## APPENDIX D – EXISTING SIGNAL FLOW / MASTER CONTROL TO TRANSMITTER SITE



**A = Point of Demarcation to insert the MPLS ASI signal**

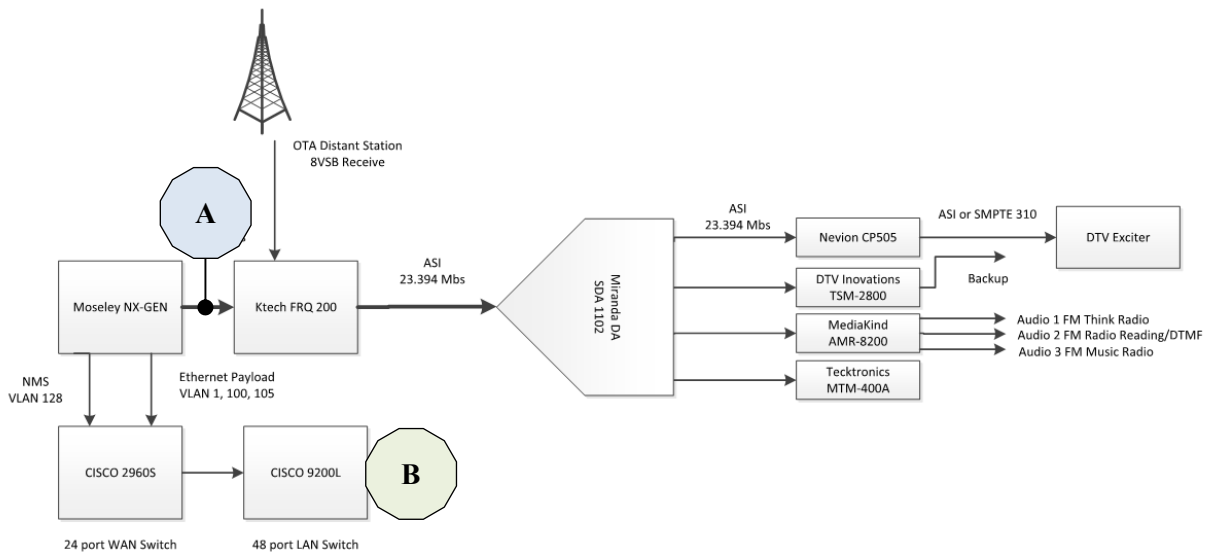
**B = Point of Demarcation for IP is a Cisco Catalyst 9300 switch in Master Control**

**C = Point of Demarcation to access the Master Control ASI signal**

# Scope of Work – MPLS Fiber Conversion – 12/22/2022

MPB Master Control & Transmitter Sites, MS

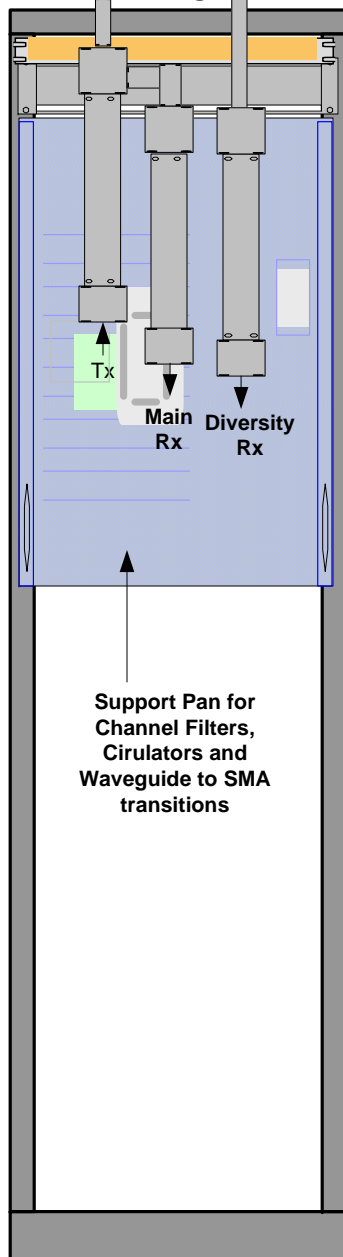
## APPENDIX E – EXISTING TRANSMITTER SITE SIGNAL FLOW



**A = Point of Demarcation to insert the MPLS ASI signal**  
**B = Point of Demarcation for IP**

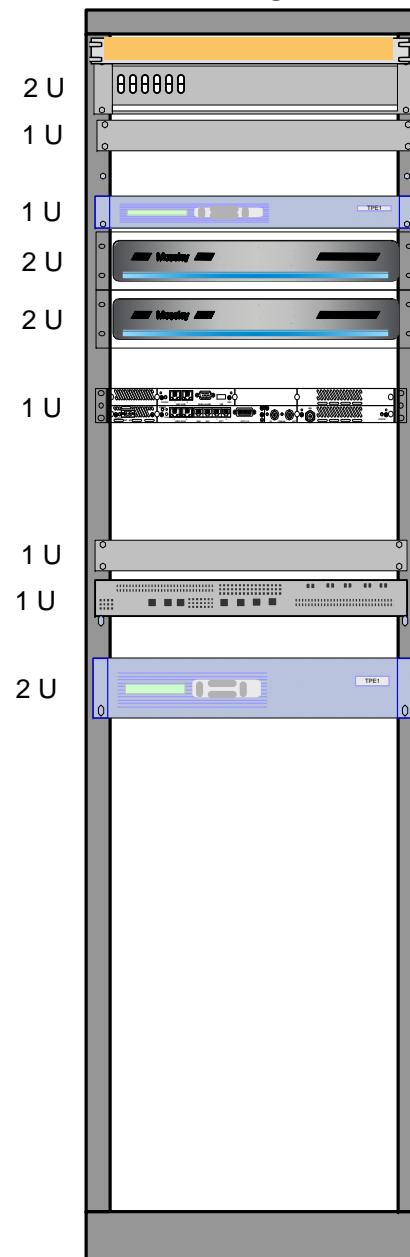
THE NEXT PAGE IS APPENDIX F

Elliptical Waveguide to Main 42 U Elliptical Waveguide to Diversity



Equipment Rack Rear View

42 U



Equipment Rack Front View

48 VDC Rack Distribution

TP-128 Tx - Tx Transfer Panel

NX-GEN-S or DTV Link A Digital Tx/Rx

NX-GEN-S or DTV Link A Digital Tx/Rx

NX-GEN-S Digital Link SDIDU

CISCO 2960 Network Switch

Asentria Station Monitor

## APPENDIX F

**Moseley**

TITLE:

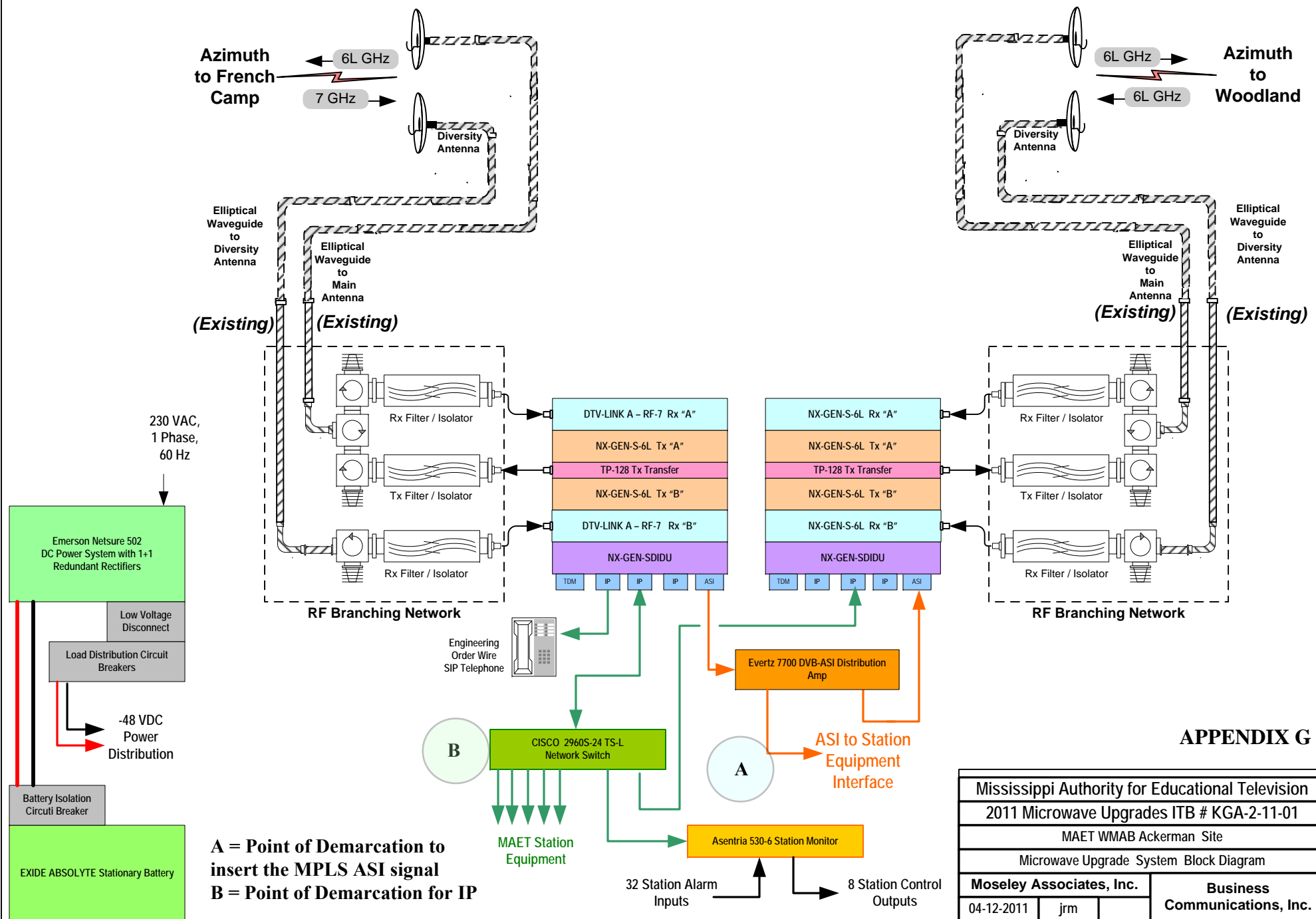
**MAET 2011 MICROWAVE UPGRADES**

REVISED

MISC. INFO.

**TYPICAL EQUIPMENT RACK PROFILE**

# WMAB Ackerman Station / Microwave Repeater Block Diagram



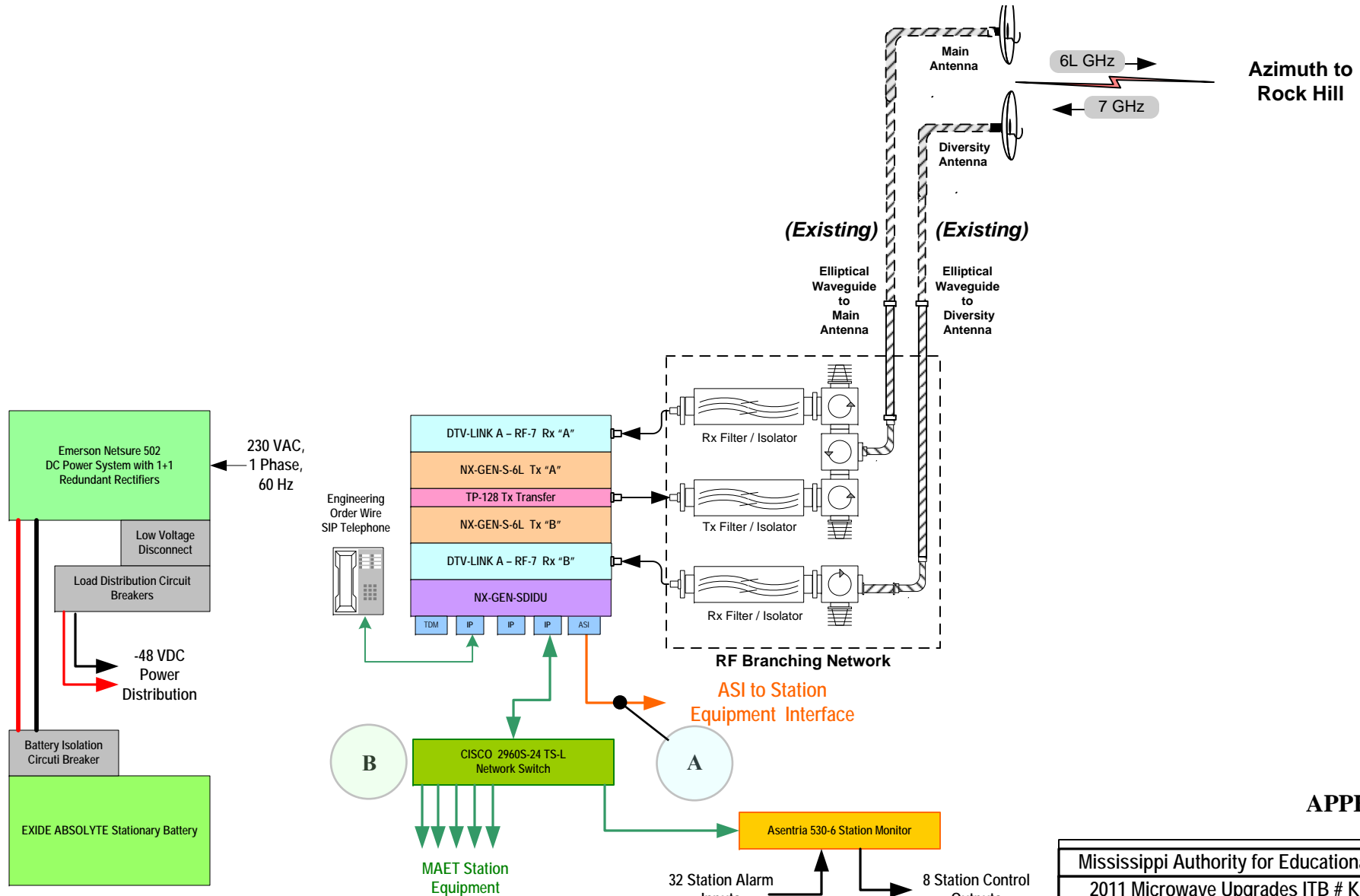
## APPENDIX G

Mississippi Authority for Educational Television			
2011 Microwave Upgrades ITB # KGA-2-11-01			
MAET WMAB Ackerman Site			
Microwave Upgrade System Block Diagram			
Moseley Associates, Inc.		Business Communications, Inc.	
04-12-2011	jrm		



# WMAH McHenry Station Microwave End Point Block Diagram

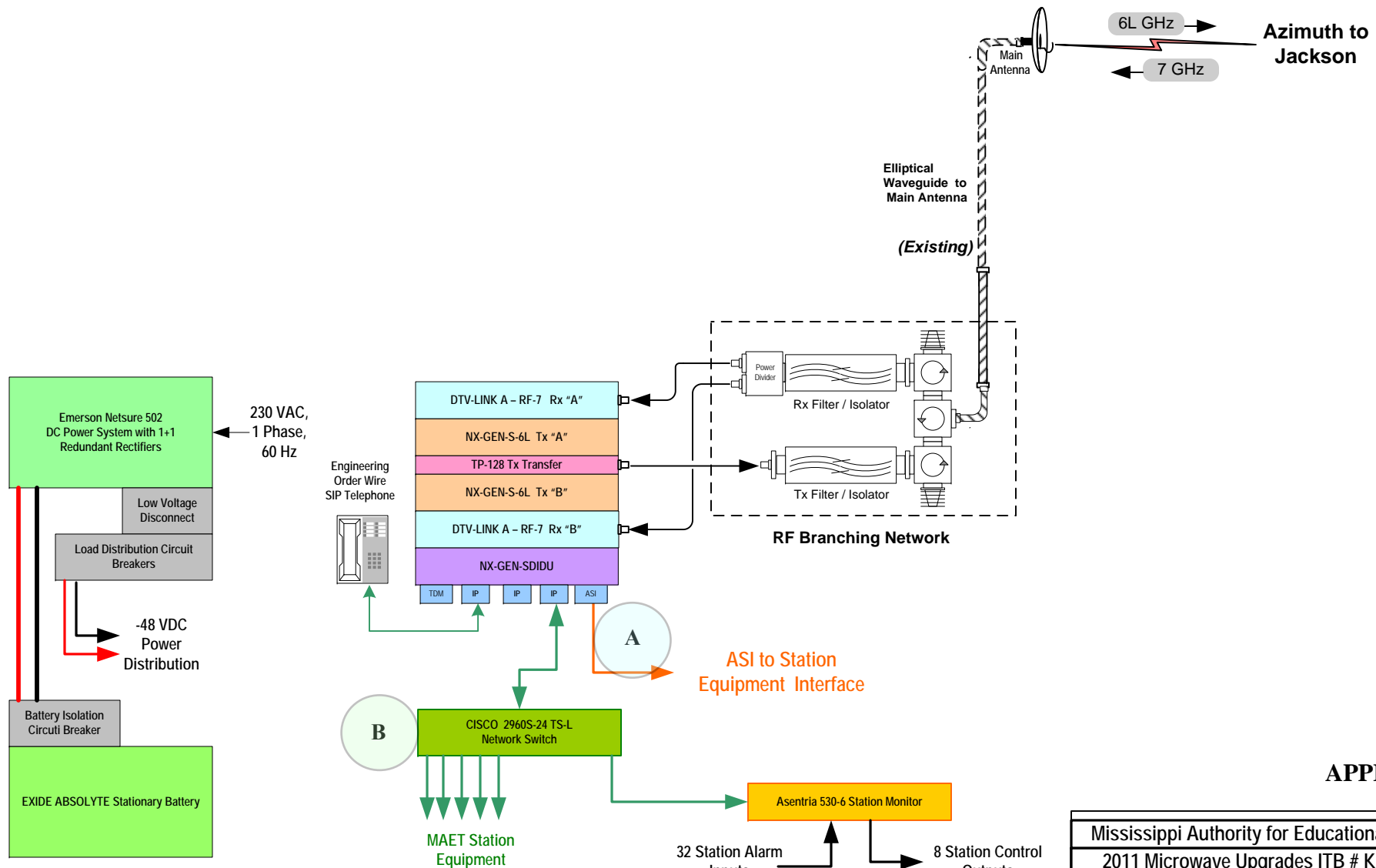
*This Block Diagram also applies to Stations WMAE Booneville, WMAO Greenville, WMAU Bude, WMAV Oxford, & WMAW Rose Hill*



## APPENDIX H

Mississippi Authority for Educational Television			
2011 Microwave Upgrades ITB # KGA-2-11-01			
MAET WMAH McHenry Site			
Microwave Upgrade System Block Diagram			
Moseley Associates, Inc.		Business Communications, Inc.	
04-12-2011	jrm		

# WMPN Raymond Station Microwave End Point Block Diagram



A = Point of Demarcation to insert the MPLS ASI signal  
 B = Point of Demarcation for IP

## APPENDIX I

Mississippi Authority for Educational Television			
2011 Microwave Upgrades ITB # KGA-2-11-01			
MAET WMPN Raymond Site			
Microwave Upgrade System Block Diagram			
Moseley Associates, Inc.		Business Communications, Inc.	
04-12-2011	jrm		