

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
October 15, 2024
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

September 30, 2024 and October 1, 2024

1. AGENDA ITEMS

2. CONSENT ITEMS

- a) Approve CE&I Invoice No. 1100316 for Neel Schaffer Engineering - East County Line Road Resurfacing Improvements
- b) Approve Term Bids for Temporary Painted Traffic Markings and Permanent Thermoplastic Pavement Markings
- c) Approve Sole Source purchase from Central Pipe for Badger Meters - October 2024 Purchase
- d) Approve Public Works to Advertise for Bids for the Hazard Tree and Limb Removal Project
- e) Approve variance request from the Noise Ordinance granting approval to Haskell and its subcontractors expanded contractor work hours to include Sundays as make-up days in the event of delays as well as night working hours for certain activities including concrete pouring and other activities that require extended hours
- f) Approve Public Works Budget Amendments for carry-over expenses from FY24
- g) Approve a Budget Amendment for the Purple Creek Drainage Improvements Project
- h) Authorize the Mayor to sign the Construction Contract with Hemphill Construction, Inc. for the construction of the Purple Creek Improvements Project
- i) Authorize the Mayor to sign the MEMA Funding Agreement for the 2024 Pre-disaster Mitigation Assistance (PDM) Project; LPDM-PJ-04-MS-2024-004; City of Ridgeland Purple Creek Flood Mitigation & Restoration
- j) Axon Enterprise Purchase Agreement for Review and Approval (Police Department)
- k) Special Event Permit - Ridgeland Police Department I WILL LISTEN Ruck March (Police Department)
- l) Special Event Permit - Colonial Heights Baptist Church - Hearts of Compassion 5K (Police Department)
- m) Special Event Permit - MS Race Timing - Madison Half Marathon (Police Department)
- n) Budget Amendment - Transfer of FY24 Funds to FY25 Budget (Police Department)

- o) Mississippi Wireless Communication Commission Procurement Request (Police Department)
- p) Special Event Permit - City of Ridgeland - Trunk or Treat (Police Department)
- q) Renew Service Maintenance Agreement with Cummins Sales & Service for the City Hall Generator
- r) Approve Final Close Out Documents for Freedom Ridge Overhead Net Project
- s) Approve Budget Amendment Decreasing the General Fund Balance \$21,716 and Increasing Account 001-093-620 \$2,500 and Account 001-093-615 \$19,216
- t) Budget Amendment Decreasing General Fund Balance \$388,854.46 and Increasing Accounts 001-160-535 \$118; 001-160-536 \$4,490.50; 001-160-632 \$28,344.08; 001-160-681 \$1,931.88 and 001-160-730 \$353,970
- u) Budget Amendment Decreasing Fire Service Fee Fund \$1,598.131.21 and Increasing Account 491-650-740 \$1,598.131.21
- v) Approve Budget Amendment Decreasing General Fund Balance \$43,269.46 and Increasing Account 001-160-635 \$43,269.46 and Declare Sunbelt Fire as the Lowest and Best Bid for Repairs to Ladder Truck

3. PAYMENT OF CLAIMS

- a) 193584 - 194015 and October 4, 2024 Payroll (\$2,739,691.17)

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

Stormwater Training for Mayor and Board of Aldermen

September 2024 Financial Statement

October 2024 Sales Tax Report

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
September 30, 2024
6:00PM**

The Mayor opened the special called meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin (via telephone), Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee, City Attorney John Scanlon, and City Clerk Paula Tierce. The meeting was opened with the pledge led by Boy Scout Liam Gill followed by an invocation led by Boy Scout Miller Thompson.

Mayor McGee announced that Boy Scout Troop 8, First Baptist Church Jackson, was present working on their Citizenship in the Community badge. Boy Scouts present were: Harrison Smith, Joshua Luo, Reece Burgess, Myles Fanner, Chae Ory, Will Waltman, Cole Waltman, Stone Skipper, William Lauderdale, Brooks Brien, Landon gag, icholas Lagg, Gordon Stutzman, and Lewis Garrad.

City Clerk Paula Tierce adjudicated proper notice was made pursuant to Section 21-3-21 and Section 25-41-13(a) of the Mississippi Code, Annotated; a copy of said Notice is attached hereto as Exhibit "A".

a) Alderman D. I. Smith moved to approve the following Change Order to FY24 Term Bids extending the term bid contract dates:

Water, Sewer & Drainage System Labor

Equipment and Labor Rental Per Hour

Drainage Pipe & Structures Installation Only

Asphalt FOB at Plant, Loaded in City of Ridgeland Trucks or FOB Delivered to Various Locations in the City of Ridgeland

Asphalt FOB City of Ridgeland, Installed at Various Locations

Water System Components - Material Price Only

Sewer System Components - Materials Price Only

Brass, Copper, Cast Iron and Miscellaneous Water Systems Materials

Concrete Installation and Repair, Labor and Materials Present

The motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): one

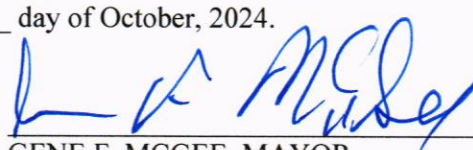
Abstention(s): one

The Mayor then declared the Motion carried. The Change Orders are attached hereto as Exhibit "B".

The agenda for the regular Mayor and Board of Aldermen meeting for October 1, 2024 was discussed; a copy of which is attached hereto as Exhibit "C". Item "a" under the Consent Agenda was removed and there was no vote taken on the items presented for discussion.

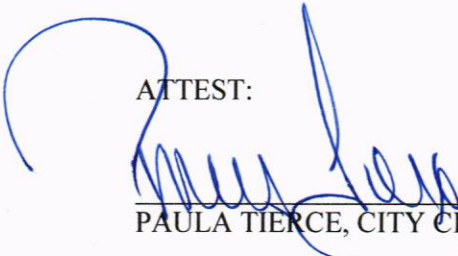
There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:13 p.m.

WITNESS MY SIGNATURE, this the 12th day of October, 2024.



GENE F. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK



**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
October 1, 2024
6:00 PM**

The Mayor opened the October 1, 2024 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee, City Attorney John Scanlon, and City Clerk Paula Tierce. The meeting was opened with an invocation by Alderman D. I. Smith followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided a copy of the City Attorney's statement for services rendered thru September 24, 2024.

Next came the recognition of Officer Anthony Thompson for being selected Officer of the Month for July 2024. Mayor McGee stated that on August 5, 2024, Officer Thompson observed three subjects wearing backpacks and dark clothing trying to hide between vehicles in one of the apartment complexes. The suspects fled on foot when they spotted Officer Thompson. Officer Thompson was able to apprehend one suspect as responding officers were able to locate a second suspect based off Officer Thompson's description. A third suspect was able to elude capture, but was identified at the time and was arrested the following day. Officers learned they had broken into 5 unlocked vehicles and several items of stolen property were recovered and returned to the owners. The suspects were charged with five counts of auto burglary. Mayor McGee commended Officer Anthony Thompson on a job well done and encouraged him to keep up the good work.

Next came the matter of accepting the Minutes of the September 16, 2024 Work Session and the September 17, 2024 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

Next came the consideration of the Consent Agenda. Alderman Wesley Hamlin moved to approve the Consent Agenda as follows:

- a) Accept \$1,000 Grant from Entergy for the Entergy Microgrant for the Ridgeland Wildflower Field and Art Park and increase 001-550-599 Keep Ridgeland Beautiful by \$1,000 - Resolution Attached Hereto as Exhibit "A"
- b) Approve Agreement Modification No. 1 to Task Order No. 4 for the Ridgeland Project Atlas Boundary Survey - Order Attached Hereto as Exhibit "B"

- c) Approve Surplus Item for Public Works Department - Resolution Attached Hereto as Exhibit "C"
- d) Special Event - Agency Haus Pink Ribbon Apple 5K Run/Walk (Police Department) - Order Attached Hereto as Exhibit "D"
- e) Review and Approve Anytime Roofing Service Agreement (Police Department) - Order Attached Hereto as Exhibit "E"
- f) Special Event - BMW of Jackson X3 Launch Event (Police Department) - Order Attached Hereto as Exhibit "F"
- g) Special Event - Christ Covenant School Fundraiser (Police Department) - Order Attached Hereto as Exhibit "G"
- h) Review and Approve Collective Data Renewal Contract (Police Department) - Order Attached Hereto as Exhibit "H"
- i) Review and Approve LexisNexis TRAX Service Agreement (Police Department) - Order Attached Hereto as Exhibit "I"
- j) Review and Approve MOU and Service Agreement for Evidence IQ (Police Department) - Order Attached Hereto as Exhibit "J"
- k) Approve Mayor Attending NLC Conference in Tampa, Florida November 11, 2024 thru November 15, 2024 - Order Attached Hereto as Exhibit "K"
- l) Approve Mayor and Public Works Director Traveling to New Orleans October 7, 2024 - October 8, 2024 for Oral Arguments Before Fifth Circuit Court of Appeals - Order Attached Hereto as Exhibit "L"
- m) Approve Privilege License Numbers 2025-00001 they 2025-99999 and Void License Numbers 2024-02072 thru 2024-99999 - Order Attached Hereto as Exhibit "M"
- n) Sewer Adjustments - Order Attached Hereto as Exhibit "N"
- o) Budget Amendment Increasing 001-040-420 \$2,400.00 (Finance & Administration Salaries), Decrease Account 001-040-602 ((Audit Expenses) \$2,400, Increase Account 001-340-420 (Parks & Recreation Salaries) \$1,231 and Increase Account 001-000-313 (Park Revenue) \$1,231 - Resolution Attached Hereto as Exhibit "O"

Alderman D. I. Smith seconded the motion and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

Next came the payment of claims numbered 193203 - 198583 and the September 20, 2024 Payroll (\$4,441,745.27). Alderman Ken Heard moved to approve. The Motion was seconded by Alderman Bill Lee and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

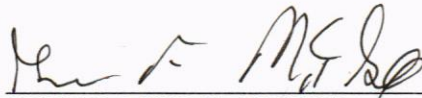
Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

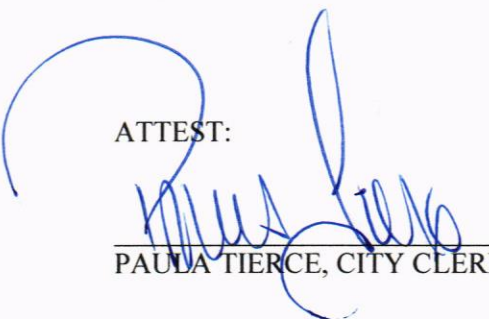
There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:05 p.m.

WITNESS MY SIGNATURE, this the 2nd day of October, 2024.



GENE F. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK





MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer 

DATE: October 1, 2024

RE: **CE&I INVOICE NO. 1100316**
Neel Schaffer Engineering, Inc. - Pay Period Ending August 31, 2024
Construction Engineering & Inspection (CE&I) Professional Services Contract
East County Line Road Resurfacing Improvements
STP-7305-00(012) LPA 109160-701000
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$13,359.05** to Neel Schaffer, Inc. for work completed on the referenced contract during the month of August 2024. 80% of this payment will be reimbursed with federal funds. With this payment included, the Consultant has invoiced a total amount of **\$200,442.33** (92%), and has **\$16,542.30** (8%) remaining in their contract.

Upon your approval, the Mayor will need to sign the cover CSU-001 form as our LPA Official. The executed Estimate No. 8 Package should be returned to the Public Works department for submitting digitally to the MDOT LPA Invoice Division for reimbursement.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: Alan Hart, Public Works Director

mailing address: P.O. Box 217 • Ridgeland, Ms 39158
street address: 100 W. School Street • Ridgeland, Ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart - director of public works

board of aldermen: D.J. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

Date Processed September 16, 2024

Vendor Number

3100034217 0

Project No.

109160-701000

In Account With

City of Ridgeland

County

Madison

MDOT Project Number STP-7305-00(012)LPA

P.O. No. 3941

1100316

Sheet No.

1

Contract Number:

CS 00006797

Est. No.

8

Progress

Period

August 1, 2024

THRU

August 31, 2024

Document No.

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	080120	153	1612	109160-701000	1	13,539.05	151,559.80	165,098.85
Total							13,539.05	151,559.80	165,098.85
Total All Work Due							13,539.05	151,559.80	165,098.85
Total Net Work Due							13,539.05	151,559.80	165,098.85

Quantities Checked

Original Signed

Neel Schaffer, Inc.

Project Engineer

LPA Official

City of Ridgeland

Approved By:

Consultant Services Unit Director -
Stephen Rone

Contract Not To Exceed Amount

\$216 984 63

AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)

NTP Date

October 18, 2023

Termination Date

TBD

% Matching Funds Deduction for LPA						
20.00000%	001	080120	153	1612	109160-701000	1
					(2,707.81)	(30,311.96)
						(33,019.77)

TOTAL Net Amount Owed to the LPA

10,831.24

121,247.84

132.079.08

THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT

September 13, 2024

Project No: NS.17097.001

Invoice No: 1100316

City of Ridgeland
Mr. Christopher Bryson
304 Highway 51
Ridgeland, MS 39157

Project NS.17097.001 East County Line Road CEI

Professional Services from August 01, 2024 to August 31, 2024

Phase	903	East County Line Road CEI
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Task	01	East County Line Road CEI Labor
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Professional Personnel

	Hours	Rate	Amount	
Engineer Intern				
Reeves, Jr., James	72.00	106.14	7,642.08	
Project Coordinator				
Brown, Michael	10.50	132.08	1,386.84	
Engineer Manager				
Wright, Garland	19.00	236.67	4,496.73	
Totals	101.50		13,525.65	
Total Labor				13,525.65

Billing Limits	Current	Prior	To-Date
Total Billings	13,525.65	182,968.38	196,494.03
Limit			196,736.63
Remaining			242.60

Total this Task \$13,525.65
Total this Phase \$13,525.65

Phase	919	East County Line Rd CEI Direct Cost
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Reimbursable Expenses

Mileage		13.40	
Total Reimbursables	1.0 times	13.40	13.40

Billing Limits	Current	Prior	To-Date
Total Billings	13.40	1,606.91	1,620.31
Limit			1,910.00
Remaining			289.69

Total this Phase \$13.40
Total this Invoice \$13,539.05


Federal Tax ID Number:
64-0671634



4450 Old Canton Road, Suite 100, Jackson, MS 39211
P.O. Box 22625, Jackson, MS 39225-2625



P: 601.948.3071
F: 601.948.3178

Project	NS.17097.001	East County Line Road CEI	Invoice	1100316
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Outstanding Invoices

Number	Date	Balance
1098397	7/9/2024	35,343.48
1099453	8/15/2024	25,434.50
Total		60,777.98



Project	NS.17097.001	East County Line Road CEI	Invoice	1100316
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Billing Backup

Friday, September 13, 2024

Neel-Schaffer, Inc.

Invoice 1100316 Dated 9/13/2024

3:49:24 PM

Project	NS.17097.001	East County Line Road CEI
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Phase	903	East County Line Road CEI
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Task	01	East County Line Road CEI Labor
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Professional Personnel

			Hours	Rate	Amount	
Engineer Intern						
007431	Reeves, Jr., James	8/2/2024	23.00	106.14	2,441.22	
007431	Reeves, Jr., James	8/9/2024	19.00	106.14	2,016.66	
007431	Reeves, Jr., James	8/16/2024	22.00	106.14	2,335.08	
007431	Reeves, Jr., James	8/30/2024	8.00	106.14	849.12	
Project Coordinator						
001103	Brown, Michael	8/2/2024	5.00	132.08	660.40	
001103	Brown, Michael	8/9/2024	1.50	132.08	198.12	
001103	Brown, Michael	8/16/2024	1.00	132.08	132.08	
001103	Brown, Michael	8/23/2024	1.00	132.08	132.08	
001103	Brown, Michael	8/23/2024	2.00	132.08	264.16	
Engineer Manager						
006657	Wright, Garland	8/16/2024	8.00	236.67	1,893.36	
006657	Wright, Garland	8/23/2024	2.00	236.67	473.34	
006657	Wright, Garland	8/23/2024	3.00	236.67	710.01	
006657	Wright, Garland	8/30/2024	6.00	236.67	1,420.02	
	Totals		101.50		13,525.65	
	Total Labor					13,525.65
				Total this Task		\$13,525.65
				Total this Phase		\$13,525.65

Phase	919	East County Line Rd CEI Direct Cost
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Reimbursable Expenses

Mileage

EX 0174362	8/21/2024	Brown, Michael /		13.40	
	Total Reimbursables		1.0 times	13.40	13.40
			Total this Phase		\$13.40
			Total this Project		\$13,539.05
			Total this Report		\$13,539.05



Detailed Expense Report

Monday, September 16, 2024

1:03:02 PM

Neel-Schaffer, Inc.

Employee 001103 Brown, Michael T.

Signed Electronically by: Brown, Michael T. 8/22/2024 4:54:59 PM

Posted

Approved Electronically by: Hutton, Sheldon Lee 8/26/2024 2:06:49 PM

Profit Center NS:CR:01:35

Expense Report: 082324

Report Date: 8/23/2024

Date	Category	Description	Project	Phase	Task	Bill	Company Paid	Account	Amount
8/22/2024	Central MS Area Mileage	NS.18084.00 900 1 COJ Resurfacing Project Phase 1A CE&I			01	☒	☒	524.11	16.75
Travel: 25.00 mi @ 0.670									
8/23/2024	Central MS Area Mileage	NS.18084.00 900 1 COJ Resurfacing Project Phase 1A CE&I			01	☒	☒	524.11	16.75
Travel: 25.00 mi @ 0.670									
8/21/2024	Central MS Area Mileage	NS.17097.00 919 1 East County Line Road CEI				☒	☒	524.11	13.40
Travel: 20.00 mi @ 0.670									
Total Expenses									46.90
Amount Advanced									
Company Paid									(46.90)
Total Due									

September 17, 2024
NS.17097.001

Mr. Christopher Bryson
City of Ridgeland
304 Highway 51
Ridgeland, MS 39157

REFERENCE: EAST COUNTY LINE ROAD – CEI

Dear Mr. Bryson:

Attached is a copy of our invoice for \$13,539.05. Please let us know if you have any questions.

Sincerely,

NEEL-SCHAFER, INC.



Stan Wright
Vice President/Engineer Manager



Federal Tax ID Number:
64-0671634



215 Waterford Square
Madison, MS 39110



P: 601.898.8118
F: 601.898.2460



public works

October 4, 2024

Mayor and Board of Aldermen

After reviewing the bids received for the Permanent Thermoplastic Pavement Markings, it is our recommendation that the bid be awarded to Traffic Control Products as the lowest and best bid.

If you have any questions concerning the bid, please feel free to contact us at your convenience.

Sincerely,

Alan Hart
Public Works Director

AH/rb

cc: Traffic Control Products, Inc.

mailing address: P.O. Box 217 • Ridgeland, Ms 39158
street address: 100 W. School Street • Ridgeland, Ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart - director of public works

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

CERTIFICATION OF LOW BID

PERMANENT THERMOPLASTIC PAVEMENT MARKINGS

I, Alan Hart, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as Public Works Director, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to Traffic Control Products as the lowest and best bid.

WITNESS my signature, this the 4th day of October, 2024.



CITY OF RIDGELAND, MS
PUBLIC WORKS DEPARTMENT

BID TABULATION

Project: Annual Bids Materials and Services

Bids Received: October 1, 2024, 10 a.m.

Project: Permanent Thermoplastic Pavement Markings

					BIDDER Traffic Control Prod. Jackson, MS	
ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	UNIT ITEM	UNIT PRICE	TOTAL PRICE	
1.	4" Thermoplastic Traffic Stripe (Skip White) (90 mil thickness)	3000	L.F.	\$0.75	\$2,250.00	
2.	4" Thermoplastic Traffic Stripe (Continuous White) (90 mil thick)	500	L.F.	\$1.00	\$500.00	
3.	4" Thermoplastic Edge Stripe (Continuous White) (60 mil thick)	6000	L.F.	\$1.00	\$6,000.00	
4.	4" Thermoplastic Traffic Stripe (Skip yellow) (90 mil thick)	500	L.F.	\$0.75	\$375.00	
5.	4" Thermoplastic Traffic Stripe (Continuous Yellow) (90 mil thick)	8000	L.F.	\$1.00	\$8,000.00	
6.	4" Thermoplastic Edge Stripe (Continuous Yellow) (60 mil thick)	2000	L.F.	\$1.00	\$2,000.00	
7.	4" Thermoplastic Detail Stripe (4" Equivalent Length) (White or Yellow) (120 mil thick)	1000	L.F.	\$2.00	\$2,000.00	
8.	Thermoplastic Legend (White) (120 mil thickness)	1500	SF	\$10.00	\$15,000.00	
9	Removal of 4" Stripe	200	L.F.	\$5.00	\$1,000.00	
10	6" Thermoplastic Traffic Stripe (Skip White) (90 mil thickness)	3000	L.F.	\$1.00	\$3,000.00	
11	6" Thermoplastic Traffic Stripe (Continuous White) (90 mil thick)	500	L.F.	\$2.00	\$1,000.00	
12	6" Thermoplastic Edge Stripe (Continuous White) (60 mil thick)	6000	L.F.	\$2.00	\$12,000.00	
13	6" Thermoplastic Traffic Stripe (Skip yellow) (90 mil thick)	500	L.F.	\$1.00	\$500.00	
14	6" Thermoplastic Traffic Stripe (Continuous Yellow) (90 mil thick)	8000	L.F.	\$2.00	\$16,000.00	

15	6" Thermoplastic Edge Stripe (Continuous Yellow) (60 mil thick)	2000	L.F.	\$2.00	\$4,000.00
16	6" Thermoplastic Detail Stripe (6" Equivalent Length) (White or Yellow) (120 mil thick)	1000	L.F.	\$4.00	\$4,000.00
17	Thermoplastic Legend (White) (120 mil thickness)	1500	SF	\$15.00	\$22,500.00
18	Removal of 6" Stripe	200	L.F.	\$8.00	\$1,600.00
19	Red-Clear Reflective Raised Markers	300	Each	\$15.00	\$4,500.00
20	Two-Way Yellow Reflective Raised Markers	150	Each	\$15.00	\$2,250.00
TOTAL				TOTAL	\$108,475.00

PARKING LOT PAVEMENT MARKINGS

BIDDER
Traffic Control Prod.
Jackson, MS

Item No.	Description	Proposal Quantity	Item Unit	Unit Price	Total Price
1	4" Thermoplastic Detail Stripe (White 120 mil Thickness)	3000	L.F.	5.00	15,000.00
2	4" Thermoplastic Detail Stripe (Yellow 120 mil Thickness)	500	L.F.	5.00	2,500.00
3	4" Thermoplastic Detail Stripe (Blue 120 mil Thickness)	500	L.F.	12.00	6,000.00
4	Thermoplastic Legend 4" Equivalent Length (White 120 mil Thickness)	500	S.F.	20.00	10,000.00
5	Thermoplastic Legend 4" Equivalent Length (Yellow 120 mil Thickness)	100	S.F.	20.00	2,000.00
6	Thermoplastic Legend 4" Equivalent Length (Blue 120 mil Thickness)	500	S.F.	45.00	22,500.00
7	Removal of 4" Stripe	50	L.F.	10.00	500.00

8	4" Thermoplastic Detail Stripe (White 120 mil Thickness)	3000	L.F.	5.00	15,000.00
9	4" Thermoplastic Detail Stripe (Yellow 120 mil Thickness)	500	L.F.	5.00	2,500.00
10	4" Thermoplastic Detail Stripe (Blue 120 mil Thickness)	500	L.F.	12.00	6,000.00
11	Thermoplastic Legend 4" Equivalent Length (White 120 mil Thickness)	500	S.F.	20.00	10,000.00
12	Thermoplastic Legend 4" Equivalent Length (Yellow 120 mil Thickness)	100	S.F.	20.00	2,000.00
13	Thermoplastic Legend 4" Equivalent Length (Blue 120 mil Thickness)	500	S.F.	45.00	22,500.00
14	Removal of 6" Stripe	50	L.F.	15.00	750.00
18	Red-Clear Reflective Raised Pavement Markers	10	Each	25.00	250.00
19	Two-Way yellow Reflective Raised Pavement Markers	10	Each	25.00	250.00
TOTAL					117,750.00



public works

October 4, 2024

Mayor and Board of Aldermen:

After reviewing the bids received on the Temporary Painted Traffic Markings, it is our recommendation that the bid be awarded to Traffic Control Products as the lowest and best bid.

If you have any questions concerning the bid, please feel free to contact us at your convenience.

Sincerely,

Alan Hart
Public Works Director

AH/rb

cc: Traffic Control Products

mailing address: P.O. Box 217 • Ridgeland, Ms 39158
street address: 100 W. School Street • Ridgeland, Ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

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CERTIFICATION OF LOW BID

TEMPORARY PAINTED TRAFFIC MARKINGS

I, Alan Hart, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as Public Works Director, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid of Traffic Control Products be awarded as the lowest price of all bids meeting the specifications.

WITNESS my signature, this the 4th day of October 2024.



CITY OF RIDGELAND, MS
PUBLIC WORKS DEPARTMENT

BID TABULATION

Project: Annual Bids Materials and Services
Bids Received: October 1, 2024, 10 a.m.
Project: Temporary Painted Traffic Markings

				BIDDER Traffic Control Prod. Jackson, MS	
ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	UNIT ITEM	UNIT PRICE	TOTAL PRICE
1.	4" Temporary Traffic Stripe (Skip White)	1	L.F.	\$1.75	\$1.75
2.	4" Temporary Traffic Stripe (Continuous White)	1	L.F.	\$1.75	\$1.75
3.	4" Temporary Edge Stripe (Continuous White)	1	L.F.	\$1.75	\$1.75
4.	4" Temporary Traffic Stripe (Skip yellow)	1	L.F.	\$1.75	\$1.75
5.	4" Temporary Traffic Stripe (Continuous Yellow)	1	L.F.	\$1.75	\$1.75
6.	4" Temporary Edge Stripe (Continuous Yellow)	1	L.F.	\$1.75	\$1.75
7	4" Temporary Detail Stripe (White or Yellow)	1	L.F.	\$3.00	\$3.00
8	6" Temporary Traffic Stripe (Skip White)	1	L.F.	\$2.00	\$2.00
9	6" Temporary Traffic Stripe (Continuous White)	1	L.F.	\$2.00	\$2.00
10	6" Temporary Edge Stripe (Continuous White)	1	L.F.	\$2.00	\$2.00
11	6" Temporary Traffic Stripe (Skip yellow)	1	L.F.	\$2.00	\$2.00
12	6" Temporary Traffic Stripe (Continuous Yellow)	1	L.F.	\$2.00	\$2.00
13	6" Temporary Edge Stripe (Continuous Yellow)	1	L.F.	\$2.00	\$2.00
14	6" Temporary Detail Stripe (White or Yellow)	1	L.F.	\$3.25	\$3.25

15	Temporary Legend (White)	1 S.F.	\$14.00	\$14.00
16	Red-Clear Reflective Raised Markers	1 Each	\$15.00	\$15.00
17	Two-Way Yellow Reflective Raised Markers	1 Each	\$15.00	\$15.00
18	Removal of 4" Stripe	1 L.F.	\$5.00	\$5.00
19	Removal of 6" Stripe	1 L.F.	\$8.00	\$8.00
20	Removal of Legend	1 S.F.	\$12.00	\$12.00
	TOTAL			\$97.75



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer

DATE: October 9, 2024

RE: **SOLE SOURCE LETTER FOR BADGER WATER METER PRODUCTS**
AWS Domestic and Industrial Supply Water Meters

We respectfully request the Mayor and Board of Aldermen approve Central Pipe Supply, Inc. as the sole source vendor for purchasing two Badger E-Series water meters. Badger Meter, Inc. is the sole manufacturer and sole authorized repair center for Badger Meter, Inc. products which are used at all of our water meters. Central Pipe Supply, Inc. is the only authorized representative who can provide Badger Meter, Inc. equipment for our region.

We are requesting your sole source approval in order to purchase the 6-inch and 8-inch water meters that will monitor Amazon Web Service's domestic and industrial service lines from Highland Colony Parkway to Building #1. The quoted amount for this purchase is \$12,807.84. This expense will be paid from PURF Water System Materials account no. 400-650-575.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: Alan Hart, Public Works Director

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street address: 100 W. School Street • Ridgeland, Ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

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CENTRAL PIPE SUPPLY - JACKSON
101 WARE ROAD
PEARL, MS 39208
601-939-3322
Fax 601-932-8944



Quotation

EXPIRATION DATE	QUOTE NUMBER
10/23/2024	S100386847
CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF RIDGELAND
WATER DEPARTMENT
P.O. BOX 217
RIDGELAND, MS 39158-0217

CITY OF RIDGELAND
240 WEST SCHOOL STREET
RIDGELAND, MS 39157-2707

CUSTOMER NUMBER	CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON	
6186	AWS					
WRITER		SHIP VIA	TERMS		SHIP DATE	FREIGHT ALLOWED
DANIEL TOWNSEND		WILL CALL	NET 30 DAYS		09/11/2024	Yes
ORDER QTY	DESCRIPTION			UNIT PRICE		EXT PRICE
1ea	6" X 18" BADGER G2 BRONZE E-SERIES METER, USG, W/ TWIST TIGHT CONNECTOR, 5' FT LEAD W/ FIRE SERVICE ADDED OPTION Pn: 58960			5536.000/ea		5536.00
1ea	8" X 20" BADGER G2 BRONZE E-SERIES METER, USG, W/ TWIST TIGHT CONNECTOR, 5' FT LEAD W/ FIRE SERVICE ADDED OPTION Pn: 58959			6796.400/ea		6796.40
2ea	BADGER ORION MANAGED CELLULAR LTE-M ENDPOINT W/ TWIST TIGHT CONNECTOR 8" LEAD W/ TTL ADA KIT (TO BE ASSIGNED TO CUSTOMER BEFORE SHIPPING) Pn: 44777			182.880/ea		365.76
2ea	6" 150# FLANGE PACK RR FF 1/8" THICK PLATED BOLTING Pn: 5033			26.440/ea		52.88
2ea	8" 150# FLANGE PACK RR FF 1/8" THICK PLATED BOLTING Pn: 5038			28.400/ea		56.80
Tax not included. Pricing subject to change due to volatility in the marketplace.				Subtotal		12807.84
				S&H Charges		0.00
				Amount Due		12807.84



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

October 10, 2024

Chris Bryson
City of Ridgeland
240 West School Street
Ridgeland, MS 39157

RE: Sole Source Letter

Dear Mr. Bryson

This correspondence confirms that Central Pipe Supply, Inc. is the sole authorized distributor of E-Series® Ultrasonic Meters and HR-E® LCD Encoders for the City of Ridgeland, MS.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Matthew B. Gieseke', written over a light blue horizontal line.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: October 10, 2024

RE: **Hazard Tree and Limb Removal Project**
Authority to Advertise for Bids

The contract Arborist is actively locating hazard trees and limbs on city properties and along right-of-ways. Their work is anticipated to be complete near the end of October. I am requesting that the Mayor and Board of Aldermen grant advertisement authority to Public Works to seek contractor bids for the work once the contract documents are complete.

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Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



The Haskell Company
111 Riverside Avenue
Jacksonville, FL 32202

tel 904.791.4500
fax 904.791.4699
web www.haskell.com

October 4, 2024

City of Ridgeland
Attn: Alan Hart, PLA
P.O. Box 217
Ridgeland, MS 39157

RE: City of Ridgeland Noise Ordinance Exemption Request

Dear Mr. Hart,

The Haskell Company ("Haskell") will be working for Amazon Data Services, Inc. on the JAN200 project located at 1206 County Line Road W, Ridgeland, MS 39157. We are looking forward to our opportunity to be involved in this project and to work with the City of Ridgeland to make it a success. Haskell would like to formally request an exemption to the City of Ridgeland noise ordinance due to the size, complexity, scope, and schedule of the project.

Several scopes of work will need to take place outside of the hours outlined in the noise ordinance to ensure the quality of the work product is acceptable. Our normal work hours for the project will be from 7:00 AM to 7:00 PM, Monday through Saturday each week, with Sunday only being utilized as a make-up workday in the event of downtime during normal work hours due to weather events or other project delays.

Additionally, Haskell anticipates certain, limited scopes of work that will need to take place during times outside of the normal work hours outlined above. In particular, concrete pours will need to take place beginning as early as 12:00 AM due to the volume of concrete and associated time needed to finish the concrete and begin the curing process before daytime temperatures or forecasted weather conditions become impactful to the integrity of the concrete.

In an effort to mitigate noise pollution in the vicinity of the project site, we are reviewing the potential use of proximity alarms on the trucks and equipment that would only sound within the range of the back equipment in reverse and we will also provide spotters for the operations during the early-hour work. These close-proximity alarms are an alternate to traditional back-up alarms and are designed to reduce the area that the sound extends to. Additionally, an earthen berm is already in place onsite that will serve as a buffer between the project and residential communities in the area. The north end and west sides of the project site that have residents nearby are also wooded, further supporting a buffer zone to mitigate noise traveling to these areas.

We look forward to hearing back from the City of Ridgeland on the decision for this request. Should you have any questions or require further information, please do not hesitate to contact me at brian.lasher@haskell.com or call 813-679-0813.

Thank you for your understanding and support in this matter.

Sincerely,

Brian Lasher
Sr. Project Manager
The Haskell Company



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: October 10, 2024

RE: **FY-24 to FY-25 Budget Carry-over/Amendments**

I am requesting that the Mayor and Board of Aldermen approve the budget amendments contained in the attached spreadsheet showing individual request of various Public Works related accounts. There are a variety of reasons listed in the notes section for each budget amendment. The net effect on each series is a return of funding to each respective fund.

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Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

Public Works Budget Carry-over Request from FY24 to FY25

Account Number	Budget Item	FY 24 Expense	Balance Remaining in FY24 Budget	Proposed FY 25 Budget Amendment	Notes/Amount Returned to the Fund
001-201-603	PROFESSIONAL FEES - STREETS	\$627,211.83	\$580,445.42	\$592,282.33	-\$11,836.91
	ADCAMP - Christine + Ralde Circle	\$150,124.90		\$150,124.90	Carry-over from FY 2024; finish in October using FY24 term bid rates
	TCP - Boardwalk Blvd	\$6,480.00		\$6,480.00	Carry-over from FY 2024; re-write with FY25 term bid rates after October 16th
	Dinsmor Crossing + Trace Colony Park Blvd	\$470,606.93		\$470,606.93	Carry-over from FY 2024; Amount was calculated by reducing the \$540,000 grant from Madison County by the amount spent in FY24 on Powell Rd; write concrete in October with FY24 rates and Asphalt in November with FY25 rates; This expense is reimbursable.
	Bulldog Const - Freedom Ridge Drive	\$34,929.50		-\$34,929.50	Completed in an attempt to respond while park was already closed.
001-201-635	EQUIPMENT REPAIR & MAINT.	\$8,453.66	\$6,191.75	\$8,453.66	-\$2,261.91
	Deepsouth Equipment Co. - Asphalt Roller Repair	\$8,453.66		\$8,453.66	Carry-over from FY 2024
001-201-691	DRAINAGE IMPROVEMENTS	\$85,777.00	\$325,382.69	\$90,781.00	\$234,601.69
	BBA Westfield Drainage and Culvert Replacement	\$85,777.00		\$90,781.00	Carry-over from FY 2024; FY25 cost has FY25 rates and poured-in-place tops cost
001-201-760	OTHER CAPITAL COSTS	\$458,355.80	\$512,262.85	\$506,098.35	\$6,164.50
	Benchmark - Edgewater Drainage CE&I	\$15,000.00		\$15,000.00	Carry-over from FY 2024
	Temple - 2 spare traffic signal cabinets	\$31,938.00		\$31,938.00	Carry-over from FY 2024; Jeff said cabinets should ship out by 10.4.2024
	Bulldog - Edgewater Drainage Improvements	\$38,560.00		\$38,560.00	Carry-over from FY 2024; FY25 cost has FY25 rates
	Adcamp - Edgewater Drainage Improvements	\$59,785.80		\$56,690.00	Carry-over from FY 2024; FY25 cost has FY25 rates
	BBA - Edgewater Drainage Improvements	\$168,072.00		\$199,576.00	Carry-over from FY 2024; FY25 cost has FY25 rates
	HCC - Old Agency Guardrail	\$145,000.00		\$159,334.35	Carry-over from FY2024; contract
	Benchmark - Old Agency Guardrail			\$5,000.00	Carry-over from FY2024; contract
400-650-760	CAPITAL UTILITY SYSTEMS	\$417,207.00	\$472,387.62	\$446,350.00	\$26,037.62
	BBA Hwy 51 Water and Sewer Ext. - Bedi C-Store	\$240,000.00		\$266,231.00	Carry-over from FY 2024; using FY24 rates
	BBA - 6" Beaver Creek Water Line Replacement	\$40,000.00		\$40,000.00	Carry-over from FY 2024
	BBA - Lincolnshire Sewer	\$53,515.00		\$56,427.00	Carry-over from FY 2024; using FY25 rates
	Dee Bunch - Western Well Electrical Installation	\$49,897.00		\$49,897.00	Carry-over from FY 2024; emergency purchase
	Dee Bunch - Western Well VFD	\$33,795.00		\$33,795.00	Carry-over from FY 2024; emergency purchase
467-650-760	WATER METER PROJECT	\$29,153.33	\$154,564.98	\$29,153.33	\$125,411.65
	12" Mag Meters for wells	\$29,153.33		\$29,153.33	Carry-over from FY 2024; using FY24 rates



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: October 10, 2024

RE: **Purple Creek Improvements Project**
Budget Amendment

I recommend that the Mayor and Board of Aldermen approve a budget amendment for the Purple Creek Improvements Project as show on the attached detailed report prepared by Ashley Burton, Finance Manager. This budget amendment will allow for the execution of the contract which is inclusive of the Base Bid and all three add alternates for a total project cost of \$4,691,552.40.

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Alan Hart

From: Ashley Burton Daniel
Sent: Wednesday, October 9, 2024 11:48 AM
To: Paula Tierce
Cc: Ina Byrd; Alan Hart
Subject: Budget Amendment for Freedom Ridge/Purple Creek Drainage Project

Below is the budget amendment we talked about for the Freedom Ridge/Purple Creek Drainage project. Note that these amounts are contingent upon receiving a change order decreasing the Contractor Amount by \$100,000.

In the Purple Creek/Freedom Ridge Drainage Improvement Fund: (Net increase in expenditures \$992,251)

Decrease	Purple Creek Contractor	350-602-750	\$287,201
Decrease	Purple Creek Engineer	350-602-600	\$48,905
Decrease	Purple Creek Other costs	350-602-760	\$1,000
Increase	Freedom Ridge Contractor	350-603-750	\$1,309,952
Decrease	Freedom Ridge Engineer	350-603-600	\$239,505
Decrease	Freedom Ridge Legal fees	350-603-601	\$1,000
Decrease	Freedom Ridge Other costs	350-603-760	\$1,000
Increase	Purple Creek/Freedom Ridge FB	350-000-192	\$892,251

In Wheatley Street Reconstruction Fund:

Decrease	Fund Balance	360-000-192	\$777,432.69
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In City Center Fund:

Decrease	Contractor	390-601-750	\$60,345
Decrease	Fund Balance	390-000-192	\$1,655.46

In Friendship Park Rec Trail Fund:

Decrease	Fund Balance	319-000-192	\$9,624.75
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In E County Line Road Rehab Fund:

Decrease	Fund Balance	316-000-192	\$13,517
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In Highland Colony Parkway Rebuild Fund:

Decrease	Fund Balance	388-000-192	\$29,676.10
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If you have any questions or comments, please feel free to contact me.

Thanks,

Ashley Burton Daniel



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: October 10, 2024

RE: **Purple Creek Improvements Project**
Contract

I recommend that the Board of Aldermen authorize the Mayor to sign the Contract for Construction for the Purple Creek Improvements Project. The contract is inclusive of the Base Bid and all three add alternates for a total project cost of \$4,691,552.40.

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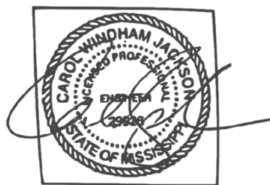
CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

“PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS”

CITY OF RIDGELAND, MISSISSIPPI

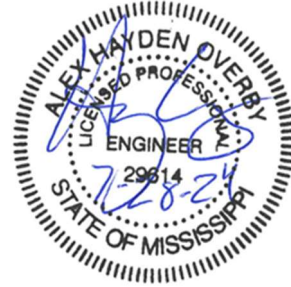
JUNE 2024



**WAGGONER ENGINEERING, INC.
143-A LeFleurs Square
Jackson, Mississippi 39211
WEI # 101.2300294.000**

ADDENDUM NO. 1
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

TO: All Bidders
ISSUED BY: Hayden Overby, P.E.
Sr. Project Manager
DATE: 07/25/2024
PROJECT: Purple Creek Drainage Basin Improvements
Ridgeland, Mississippi
OWNER: City of Ridgeland
100 W. School Street
Ridgeland, Mississippi 39157



The following additions and revisions are to become a part of the proposal and contract documents of the above referenced project. The general contractor is responsible for bringing this addendum to the attention of their subcontractors and material suppliers:

Contract and Specifications:

Bid Opening Date has been changed:

August 6, 2024, at 10:00 a.m.

Replace Section C -Bid Form and Bidders Certificates with **attached**.

Replace Section D - Bid Bond with **attached**.

Contractor's Questions

1. Access Points and Haul Routes for Project.

Answer: Access and haul route will need to be approved by the engineer and owner. The attached exhibit shows a preferred site access point. Haul routes will be limited to Lake Harbor and Highway 51. As per the construction documents, all access points are to be restored to equal or better condition than existed before construction this includes but not limited to roadside curbs and roadway/parking lot asphalt.

2. Can the gate valve on the Weir Structure be opened?

Answer: The valve can be opened and the City has opened it to allow the pool level in the existing pond to drop.

ADDENDUM NO. 1
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

3. Temporary Diversions while installing Drainage Structures:

Answer: Dewatering is a lump sum item, and this should include work while installing Drainage Structures.

4. Will an Irrigation System be installed?

Answer: Contract time has been extended to allow for more favorable planting conditions.

5. Pedestrian Bridge: Steadfast Manufacturing was mentioned as the supplier/manufacturer; we received an email from a supplier asking, *“I’m the local bridge consultant representative for Contech and wanted to reach out regarding the Purple Creek project. We noted the scope includes a pedestrian truss bridge in the design. Can you advise if you already have the bridge supplier or if this new bid includes the supply of the bridge? If so, we would like to reach out to all the prospective bidders to provide a quote for our truss bridge structure. Appreciate any input you can share with me regarding this matter.”*

Answer: New bid proposal includes the supply of the bridge.

6. When is the anticipated notice to proceed (NTP)?

Answer: The city is prepared to issue the NTP as soon as possible. The contract award will be scheduled on the next regular scheduled board meeting which will dictate contract execution and the NTP date.

7. What are the funding sources?

Answer: American Rescue Plan Act (ARPA), Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI), Mississippi Outdoor Stewardship Trust Fund (MOST)

ADDENDUM NO. 1
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

8. Can CADD files be released prior to the bid?

Answer: Yes, if the Contractor fills out the required CADD release form.

9. Right now, on the Nature Trail, Additive Alternate #2 “Pond Loop Trail Prefab Bridge and Approaches” there is no bridge item in this section.

Answer: Bridge is shown on sheet L-508 as “Proposed Pedestrian Bridge +/- 118 LF Over Purple Creek” and shown in the Summary of Quantities sheet L-503 under the Add Alternative #2 section.

10. Also, I counted a total of 3 bridges on the trail but only 1 item 907-PFBS-001 Pedestrian Bridge #1 1 LS, is item for both bridges in the base bid or all 3?

Answer: Summary of Quantities sheet L-503 shows 3 different bridges, two under the main bid item section and one under Add Alternative #2

11. Could you include an Excel file of the Bid Schedule?

Answer: Yes, it will be uploaded central bidding.

12. Where is the 100lb rip rap located?

Answer: Sheets G-102, G-102A and Sheet C-300 (attached) have been revised, adding a note to the details clarifying #100 rip-rap placement. Sheet G-103A (not revised) shows the Areas and Quantities of #100 riprap.

13. Is the quantity for 610 crushed stone base (304-F002) supposed to be the pay item for #57 stone that is installed under the weir and the box culvert? If not, where does this go? If not, is the #57 stone included as a Pay Item?

Answer: Sheet G-103 (attached) has been revised to omit Pay item 304-F002- 610 limestone, and include Pay Item 304-D001 Granular Material, size 57 in its place, quantity will remain the same.

ADDENDUM NO. 1
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

14. There is a pay item for Pedestrian Bridge No. 1 installation on the bid sheet. Which bridge is that – there are three (3) Pedestrian bridges shown in the construction plans. Area the other two (2) Pedestrian Bridges going to be built in this contract. If so, can you please label the bridges 2 and 3 so we know what size they are plus the location and can the added bridges be added to the bid sheet as a Pay Item.

Answer: Pedestrian Bridge #1 is the +/- 52 LF bridge as shown on sheet L-509 and Pedestrian Bridge #2 is the 80 LF bridge shown on the same sheet

15. The Pedestrian Bridges will have to have concrete end bents to sit on. Most of these end bents will probable have to have Piling installed. Since we do not have any soil test data to determine what would be required, can you provide the number of piles, the size, and length of any piles that would be required at each Pedestrian bridge end. Some smaller bridges do not require this, but these are long bridges that will require additional information in order to bid this work. The Bridge suppliers do not include this information with the bridge requested.

Answer: Design calcs and drawings should be provided by a licensed engineer as stipulated in the Prefab Bridge specification section.

16. Also, a Sheet L-508, the plans call for a Pedestrian Bridge (118') include in Pond Loop Trail Alternate No. 2 – there is not a Pay Item for this Pedestrian Bridge in the Alternate 2 Pay Items. Will this be included?

Answer: Pedestrian Bridge (118') is shown on the Summary of Quantities sheet L-503 under Add Alternative #2.

17. Is there curb around the “green space” for Add Alternate#1

Answer: No curb is shown on plans or Summary of Quantities sheet.

ADDENDUM NO. 1
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

18. On Sheet L-504, you have a note that states “Clearing and Grubbing Limit = 1.48 acres. Can you advise us what does that includes? It appears this is only for the new walking trail – it does not include the Clearing & Grubbing required for the Landscape and grassing around the trail as shown Plan L-601 thru 608. This work is based on a Lump Sum Price, so it’s important to know the exact acres involved in this project.

Answer: Sheet L-503 (attached) has been revised to show ITEM NO. 201-A001-001 – Clearing and Grubbing as LUMP SUM. Additional Clearing and Grubbing separate from the Freedom Ridge Nature Trail is included in the Purple Creek Basin Drainage Improvements portion of the project also as LUMP SUM.

19. On Pay Item “907-32-0190 Landscape Establishment Maintenance”, there is a lot requirements in this pay item.
- a. An Arborist is required for tree pruning and trimming – are there trees inside this project that will be **left** standing that will require this? If so, how many? Will there be tree protection for these tree’s left standing inside or outside the Clear & Grubb zones shown?

Answer: Many trees are to remain and tree protection fencing is shown on Planting sheets L-601 – L-608. Tree pruning and trimming of trees to remain is to be determined by the Arborist as outlined in the Temporary Tree and Plant Protection specification section.

- b. This item also includes watering the plants, trimming, weeding, mowing, etc. for one year after substantial completion. Access will be a challenge during this time frame. Will the access shown on Drawing C-202 still be able to be used once the project is completed?

Answer: Access shall be removed prior to substantial completion. The trail can accommodate ATV traffic.

ADDENDUM NO. 1
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

- c. With as many plants being planted, would the Owner be better off to provide an irrigation plan for the Landscape areas.

Answer: Most of the proposed planting is seed and Mississippi rainfall averages during the planting months indicate there is not a need for this. Contractor is only required to provide water if rainfall is not sufficient per the seeding specification.

20. Can Diversion Ditches (MDOT Details) be used to divert Purple Creek around work areas inside the existing Purple Creek? If so, will there be a Pay Item for this if used?

Answer: Multiple means and methods could be utilized to remove excess from the existing detention pond. However, and addition items utilized will be an absorbed cost to existing pay items.

21. On the Ridgewood Road Double 10' x 6' Box Culvert, will the existing utilities be relocated by others prior to starting this work? The plans show water main, Fiber Optics, Power Lines, etc. inside the new Box Culvert area of construction. Sanitary Sewer is included in the project.

Answer: Utilities in the area have been notified. The fiber optic and gas lines were deep and not in conflict with the project. The water line and power pole are scheduled to be relocated. The contractor is obligated to coordinate with all utilities prior to commencing work in the area.

22. On the Ridgewood Road Double 10' x 6' Box Culvert, you have a Pay Item "604-C001 Precast Manhole, 48" Diameter = 16 LF". What does the 16 LF represent? Should this be VF? Also, you have Pay Item "907-260-A003 – Utility Work – Sewer, Manhole".

Answer: Per MDOT Standard Specifications, precast manholes are paid for per linear foot of depth.

ADDENDUM NO. 1
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

- a. What does this pay item include – by-pass sewer pumping, connections to existing, etc.?

Answer: This item includes work incidental to sanitary sewer gravity piping, and connections specifically.

23. Your specs call out a "guardian" which is a box truss bridge. Is this the correct style bridge?

Answer: No. We have revised the bridge specifications and included them in this addendum. This should be the “Expedition” style bridge or approved equivalent.

24. Will the City of Ridgeland allow burning of Clearing and Grubbing material?

Yes, onsite burning can be achieved with Fire Department approval and coordination. A proper burn pit and fans are required and must be approved by the Fire Department. Certain wind directions can cause for temporary pause in burning operations depending on impacts to nearby properties.

All Bidders must acknowledge receipt of the addendum by signing, dating below, and emailing this sheet to jamie.mcinnis@waggonereng.com. This addendum acknowledgment must also be attached to required bid documents at the date and time of receipt of bids.

Company Name: _____

Signature: _____

Date Acknowledged: _____



SECTION C

BID FORM AND BIDDERS CERTIFICATES

PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"),
organized and existing under the laws of the State of _____ doing business as
a _____ (corporation, partnership, limited liability company, or individual) to
CITY OF RIDGELAND, MISSISSIPPI, (hereinafter called "OWNER"). In compliance with your
advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS"

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at
the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a
joint BID each party thereto certifies as to his own organization, that this BID has been
developed independently, without consultation, communication or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified
in a written "NOTICE TO PROCEED" and to fully complete the Project within **320 consecutive
calendar** days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$1,000**
for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT
DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for **5% of Base Bid Amount** DOLLARS

(\$_____) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount

of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE C-5 FOR BID ITEMS.**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.

6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

BID FORM
CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS
JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
201-A001	Clearing & Grubbing (Approximately 6.63 Acres)	LS	1		
202-B207	Removal of Riprap	SY	115		
203-EX022	Borrow Excavation, AH, LVM, Class B1	CY	350		
203-ALS1	Muck Excavation, FM	CY	250		
203-F002	Channel Excavation, LVM	CY	94		
203-G001	Excess Excavation, FM, AH	CY	48,000		
206-B001	Select Material for Undercuts, Contractor Furnished, FM	CY	280		
211-B001	Topsoil For Slope Treatment, Contractor Furnished	CY	250		
216-A001	Solid Sod	SY	1,000		
228-A002	Erosion Control Blanket	SY	783		
234-A001	Temporary Silt Fence	LF	3,560		
234-F001	Turbidity Barrier	LF	100		
237-A002	Wattles, 20"	LF	700		
304-D001	Granular Material, size 57	TON	62		
304-DD01	Granular Material	CY	13		
618-A001	Maintenance of Traffic	LS	1		
620-A001	Mobilization	LS	1		
815-A002	Loose Rip Rap, Size 100	TON	185		
815-A006	Loose Rip Rap, Size 200	TON	426		
815-A007	Loose Rip Rap, Size 300	TON	1,350		
815-A999	Loose Rip Rap, Size 400	TON	450		
815-E001	Geotextile under Riprap	SY	2,280		
819-A001	Gabion Stone	CY	530		
907-805-A	Reinforcement Steel	LB	8,000		
907-804-B	Box Bridge Concrete, Class B	CY	80		
907-819-A001	Gabion Baskets	SY	483		
907-815-E001	Geotextile under Gabion	SY	521		
SUBTOTAL PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS					

BID FORM
CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
FREEDOM RIDGE NATURE TRAIL
JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
201-A001-001	Clearing and Grubbing	LS	1		
202-B247	Removal of Trees Greater Than 20"	EA	22		
203-A001	Unclassified Excavation, AH, FM	CY	200		
203-EX022-001	Borrow Excavation, AH, LVM	CY	1,200		
907-01-5639	Tree Protection Fencing	LF	1,684		
907-10-1426	Interpretive Signage	EA	5		
907-23-2116	Railing	LF	296		
907-32-0190	Landscape Establishment Maintenance	LS	1		
907-32-1313	Concrete Curb, Doweled	LF	986		
907-32-1433.01	3/4" and Down Crushed Stone Base	TON	472		
907-32-1433.02	Compacted Millings	CY	163		
907-32-1433.03	Truegrid	SF	27,575		
907-323-300.01	Steel Picnic Table	EA	5		
907-323-300.02	Trash Receptacle	EA	6		
907-323-300.03	Decorative Park Bench	EA	10		
907-32-9216.01	Live Staking, Cottonwood	EA	26		
907-32-9216.02	Live Staking, Sycamore	EA	16		
907-32-9216.03	Live Staking, Black Willow	EA	28		
907-32-9216.04	Live Staking, Elderberry	EA	46		
907-32-9219	Hydroseeding	ACRE	7		
907-32-9300.01	Tree Planting, Bald Cypress	EA	22		
907-32-9300.02	Tree Planting, Nutall Oak	EA	23		
907-32-9300.03	Tree Planting, Redbud	EA	24		
907-32-9300.04	Tree Planting, River Birch	EA	16		
907-32-9300.05	Tree Planting, Southern Red Oak	EA	21		
907-32-9300.06	Tree Planting, Sweet Bay Magnolia	EA	17		
907-32-9300.07	Tree Planting, Water Oak	EA	28		
907-32-9300.08	Tree Planting, White Fringe Tree	EA	22		
907-32-9300.09	Tree Planting, White Oak	EA	28		
907-32-9300.10	Tree Planting, Willow Oak	EA	9		
907-32-9300.11	Tree Planting, Southern Catalpa	EA	28		
907-32-9300.12	Tree Planting, Black Tupelo	EA	22		
907-32-9300.13	Tree Planting, American Hornbeam	EA	23		
907-32-9300.14	Shrubs (1 Gal)	EA	1,335		

907-32-9300.15	Tree Bark Mulch, Type V	CY	53		
907-PFBS-001	Pedestrian Bridge #1	LS	1		
907-PFBS-002	Pedestrian Bridge #2	LS	1		
	SUBTOTAL BASE BID FREEDOM RIDGE NATURE TRAIL				
BID FORM CITY OF RIDGELAND, MISSISSIPPI PURPLE CREEK DRAINAGE IMPROVEMENTS RIDGEWOOD ROAD BOX CULVERT JUNE 2024 WEI NO. 101.0023088.000					
ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
201-A001-002	Clearing & Grubbing (Less than 1 acre)	LS	1		
202-B132	Removal of Gravity Sewer Line, All Sizes, All Types	LF	126		
202-B133	Removal of Gravity Sewer Manhole, All Sizes, All Types	EA	1		
202-B188	Removal of Pavement, all Types and Depths	SY	158		
202-B191	Removal of Pipe, 8" and Above	LF	144		
202-B207-002	Removal of Riprap	SY	50		
203-EX022-002	Borrow Excavation, AH, LVM, Class B1	CY	228		
206-A001-002	Structure Excavation	CY	1,043		
206-B001-002	Select Material for Undercuts, Contractor Furnished, FM	CY	50		
216-A001-002	Solid Sod	SY	630		
234-A001-002	Temporary Silt Fence	LF	60		
234-F001-002	Turbidity Barrier	LF	40		
237-A002-002	Wattles, 20"	LF	40		
304-F002-002	Size 610 Crushed Stone Base	TON	55		
503-C010	Saw Cut, Full Depth	LF	53		
601-A001-002	Class "B" Structural Concrete	CY	217		
602-A001-002	Reinforcing Steel	LB	43,522		
603-CA011	18" Reinforced concrete pipe, Class III	LF	15		
603-CA026	24" Reinforced Concrete Pipe, Class III	LF	24		
604-C001	Precast manhole, 48" Diameter	LF	16		
612-A001	Flowable Fill, Excavatable	CY	6		
617-A001	Right-of-way Marker	EA	8		
618-A001	Maintenance of Traffic	LS	1		
619-A1002	Temporary Traffic Stripe, Continuous White	LF	144		
619-A2002	Temporary Traffic Stripe, Continuous Yellow	LF	72		
620-A001-002	Mobilization	LS	1		
626-C003	6" Thermoplastic Edge Stripe, Continuous White	LF	144		
626-E002	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow	LF	72		
699-A001	Roadway Construction Stakes	LS	1		
815-A006-002	Loose Rip Rap, Size 200	TON	360		

815-E001-002	Geotextile under Riprap	SY	530		
907-203-DW-1	Dewatering	LS	1		
907-203-FLS3	Channel excavation	LS	1		
907-260-A003	Utility Work - Sewer, Manhole	EA	1		
907-260-A004	Utility Work - Sewer, 10" PVC PIPE	LF	92		
907-301-A	Plant Mix Bituminous Base Course, BB-1 TYPE 6	TON	65		
907-403-C	2" Hot Bituminous Surface Course SC-1 TYPE 8	TON	15		
	SUBTOTAL RIDGEWOOD ROAD BOX CULVERT				

BID FORM
 CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
 FREEDOM RIDGE NATURE TRAIL ADDITIVE ALTERNATE #1
 POND LOOP TRAIL WAYSIDE PAD
 JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
907-32-1433.01-AA1	3/4" and Down Crushed Stone Base	TON	7		
907-32-1433.02-AA1	Compacted Millings	CY	2		
907-32-1433.03-AA1	Truegrid	SF	408		
907-323-300.02-AA1	Trash Receptacle	EA	1		
907-323-3600.03-AA1	Decorative Park Bench	EA	1		
	ADDITIVE ALTERNATE #1 - FREEDOM RIDGE NATURE TRAIL (POND LOOP TRAIL WAYSIDE PAD)				

BID FORM
 CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
 FREEDOM RIDGE NATURE TRAIL ADDITIVE ALTERNATE #2
 POND LOOP TRAIL PREFAB BRIDGE AND APPROACHES
 JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
907-32-1433.01-AA2	3/4" and Down Crushed Stone Base	TON	9		
907-32-1433.02-AA2	Compacted Millings	CY	3		
907-32-1433.03-AA2	Truegrid	SF	535		
907-PFBS-003-AA2	Prefabricated Pedestrian Bridge #3	LS	1		
	ADDITIVE ALTERNATE #2 - FREEDOM RIDGE NATURE TRAIL (POND LOOP TRAIL PREFAB BRIDGE AND APPROACHES)				
	TOTAL BASE BID PURPLE CREEK DRAINAGE IMPROVEMENTS (DRAINAGE BASIN+NATURE TRAIL+BOX CULVERT)				
	TOTAL ALT BID 1 (BASE BID + ALT 1)				
	TOTAL ALT BID 2 (BASE BID + ALT 2)				
	TOTAL ALT BID 3 (BASE BID + ALT 1+ ALT 2)				

RESPECTFULLY SUBMITTED BY:

SIGNATURE:

NAME AND TITLE:

PHONE NUMBER:

CERTIFICATE OF RESPONSIBILITY NO.

(SEAL) IF BY CORPORATION

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, _____ certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that _____ who signed said Proposal on behalf of the CONTRACTOR, was then _____ of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: _____

Title: _____

Signature: _____

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE

(To be executed if BIDDER is a Partnership)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2024, before me personally appeared _____, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

_____; That said firm consists of himself and _____; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature _____

Title _____

(SEAL)

Sworn before me this ___ day of _____, 2024.

_____, Notary Public

My commission expires _____

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned _____, hereby certify that I am the Manager of _____ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that _____ who executed the Proposal on behalf of the Company is _____ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2024.

_____, Notary Public

My commission expires _____

NONRESIDENT BIDDER CERTIFICATE

(to be executed if a BIDDER is a nonresident)

I, _____, hereby certify that the CONTRACTOR,
_____, is domiciled in the State of _____
and (check and complete one):

(____) attached is a copy of the State of _____'s current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph _____, page _____ of said law grants resident CONTRACTORS a _____ percent preference over nonresident CONTRACTORS for similar projects.

(____) the State of _____ has no current law pertaining to the treatment of nonresident contractors.

(____) I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2024.

_____, Notary Public

My commission expires _____

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF _____

I, _____
(name of person signing affidavit)

individually, and in my capacity as _____
(title)

of _____
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That _____, Bidder on the **“PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS” for City of Ridgeland, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2024.

_____, Notary Public

My commission expires _____

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL
DISQUALIFY THE BID.**

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF _____

I, _____
(name of person signing affidavit)

individually, and in my capacity as _____
(title)

of _____
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That _____, Bidder on the **“PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS” for City of Ridgeland, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2024.

_____, Notary Public

My commission expires _____

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL
DISQUALIFY THE BID.**



SECTION D

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or
Individual)

(Name of Surety) hereinafter called "Surety",

are held and firmly bound unto **CITY OF RIDGELAND, MISSISSIPPI**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the _____ day of _____, 2024. The Condition of the above obligation is such that whereas the Principal has submitted to **CITY OF RIDGELAND, MISSISSIPPI** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

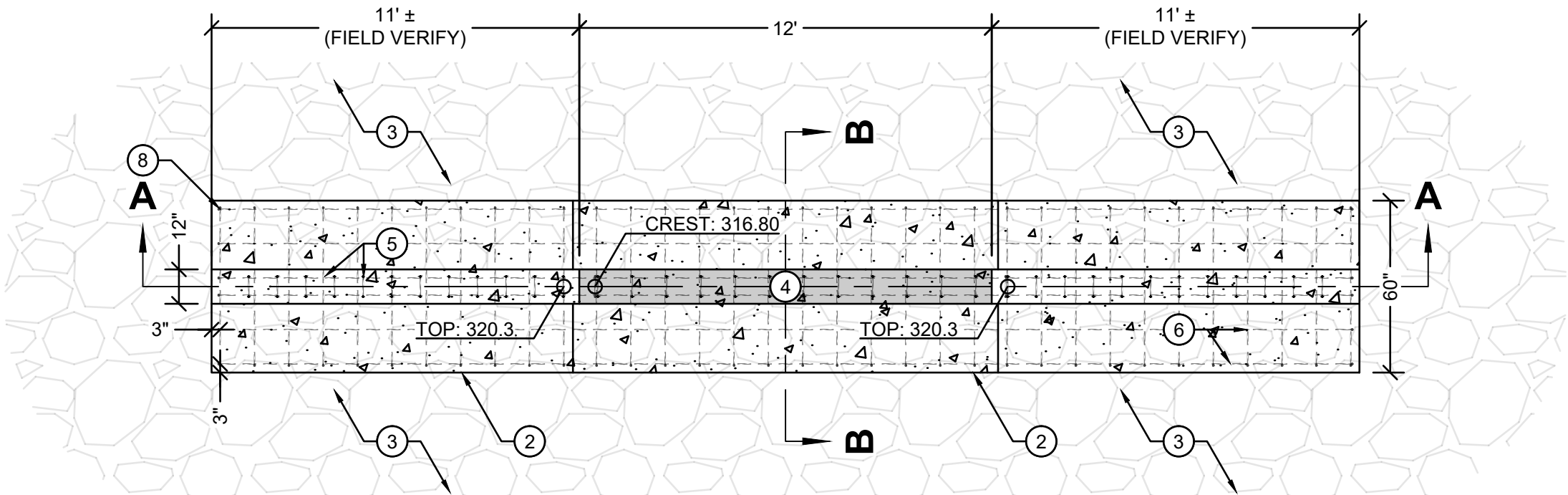
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

_____	(L.S.)	_____
Principal		Surety

_____	_____
By:	By:

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



PLAN

MATERIAL SCHEDULE			
ITEM #	DESCRIPTION	QTY	UNITS
304-D001	GRANULAR MATERIAL, SIZE 57	7	TON
601-A001	CLASS "B" STRUCTURAL CONCRETE	11.50	CY
602-A001	REINFORCING STEEL	660	LB

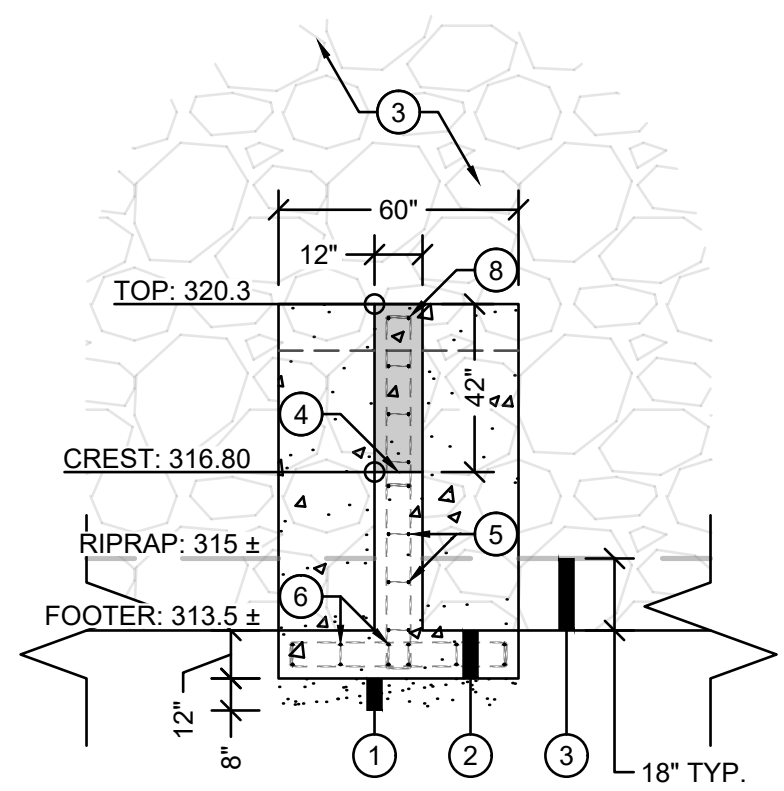
NOTE: MATERIALS OTHER THAN SHOWN ABOVE SHALL BE BY QUANTITIES FOUND ELSEWHERE IN PLANS.

KEY NOTES

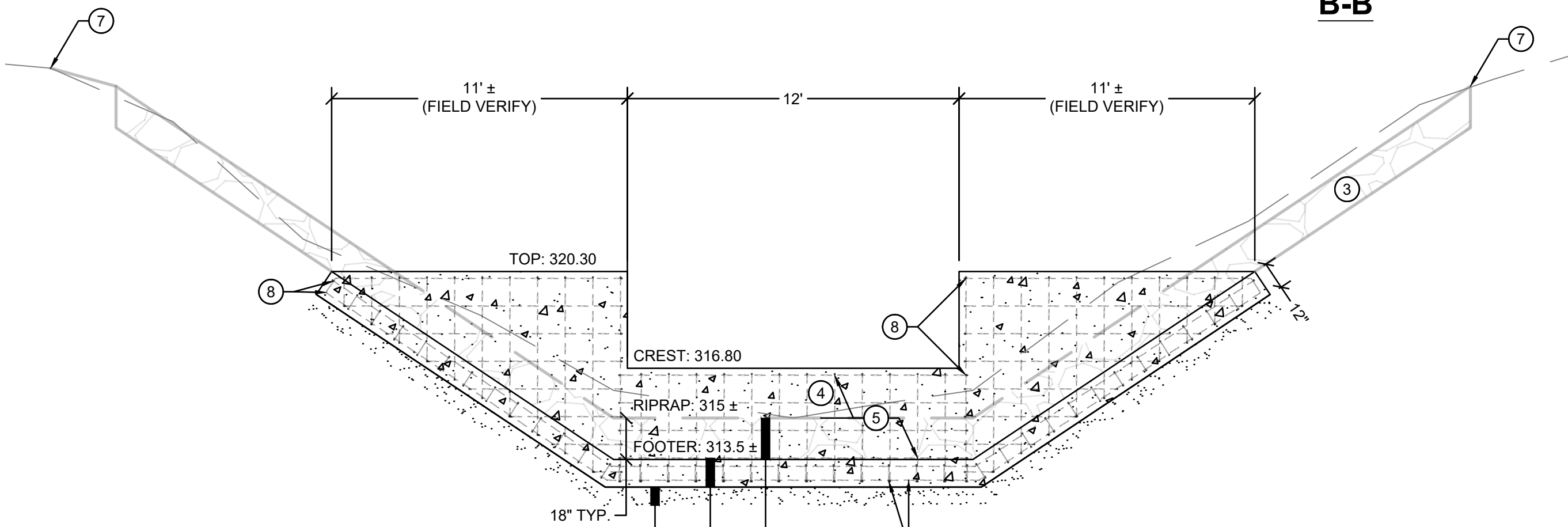
- STRUCTURE BASE 8" MINIMUM; MDOT ITEM #304-D001 GRANULAR MATERIAL, SIZE 57.
- STRIP FOOTER 60"x12" TYPICAL; MDOT ITEM #601-A001 CLASS "B" STRUCTURAL CONCRETE
- COVER FOOTER AND ADJACENT GRADE WITH 300 LB RIPRAP SURROUND(18"x72" MINIMUM ALL DIRECTIONS); MDOT ITEM #815-A007 LOOSE RIPRAP 300LB. 100# RIPRAP WILL BE USED TO SECURE AND FILL VOIDS IN #300 RIPRAP.
- WEIR, 12" TYPICAL WALL THICKNESS, DIMENSION PER DETAIL; MDOT ITEM #601-A001 CLASS "B" STRUCTURAL CONCRETE
- (2) ~ #4, GRADE 75 VERTICAL REBAR 12" O.C. EACH WAY & 24" MINIMUM OVERLAP AT SPLICES; MDOT ITEM #602-A001 REINFORCING STEEL
- (2) ~ #4, GRADE 75 HORIZONTAL REBAR 12" O.C. EACH WAY & 24" MINIMUM OVERLAP AT SPLICES; MDOT ITEM #602-A001 REINFORCING STEEL
- SLOPE VAIRIES, TIE TO EXISTING GRADE
- MAINTAIN 3" OF COVER FOR ALL REINFORCEMENT.

MAIN CHANNEL WEIR

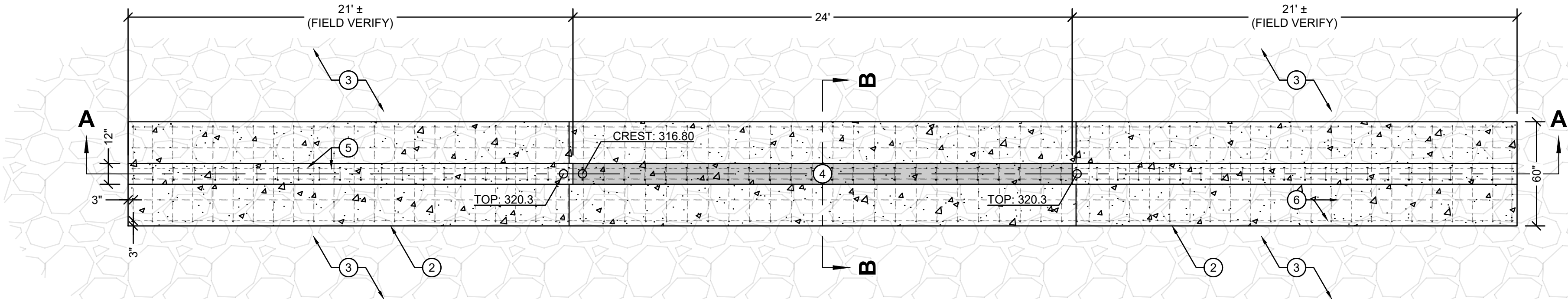
NTS



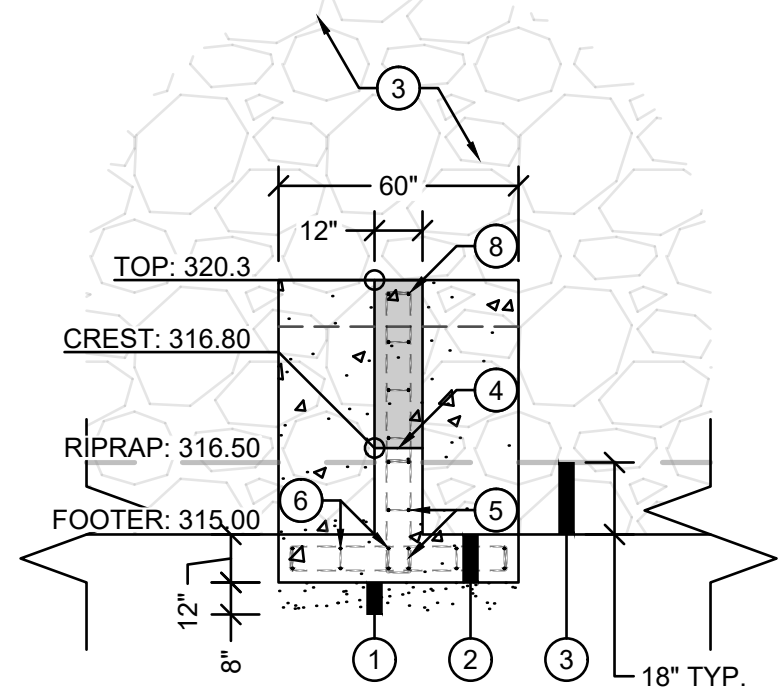
B-B



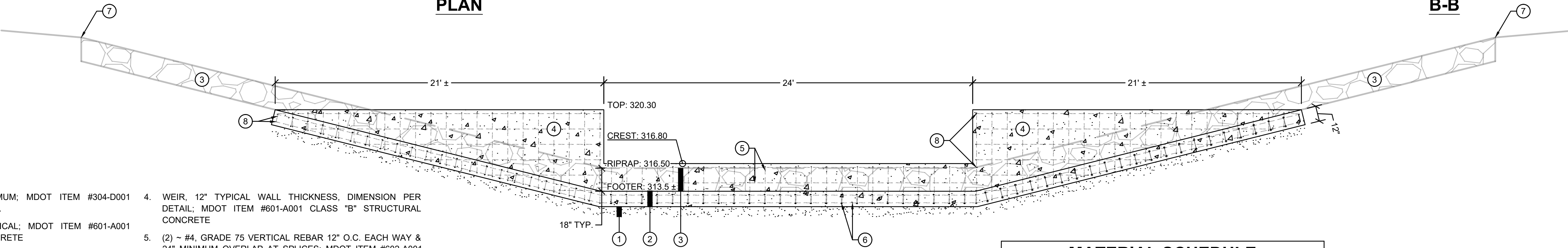
A-A



PLAN



B-B



A-A

KEY NOTES

- STRUCTURE BASE 8" MINIMUM; MDOT ITEM #304-D001 GRANULAR MATERIAL, SIZE 57.
- STRIP FOOTER 60"x12" TYPICAL; MDOT ITEM #601-A001 CLASS "B" STRUCTURAL CONCRETE
- COVER FOOTER AND ADJACENT GRADE WITH 300 LB RIPRAP SURROUND(18"x72" MINIMUM ALL DIRECTIONS); MDOT ITEM #815-A007 LOOSE RIPRAP 300LB
- WEIR, 12" TYPICAL WALL THICKNESS, DIMENSION PER DETAIL; MDOT ITEM #601-A001 CLASS "B" STRUCTURAL CONCRETE
- (2) ~ #4, GRADE 75 VERTICAL REBAR 12" O.C. EACH WAY & 24" MINIMUM OVERLAP AT SPLICES; MDOT ITEM #602-A001 REINFORCING STEEL
- (2) ~ #4, GRADE 75 HORIZONTAL REBAR 12" O.C. EACH WAY & 24" MINIMUM OVERLAP AT SPLICES; MDOT ITEM #602-A001 REINFORCING STEEL
- SLOPE PER PLAN (4 :1 TYP.)
- MAINTAIN 3" OF COVER FOR ALL REINFORCEMENT.

DIVERSION CHANNEL WEIR

NTS

MATERIAL SCHEDULE			
ITEM #	DESCRIPTION	QTY	UNITS
304-D001	GRANULAR MATERIAL, SIZE 57	13	TON
601-A001	CLASS "B" STRUCTURAL CONCRETE	18.50	CY
602-A001	REINFORCING STEEL	1120	LB

NOTE: MATERIALS OTHER THAN SHOWN ABOVE SHALL BE BY QUANTITIES FOUND ELSEWHERE IN PLANS.



PURPLE CREEK BASIN IMPROVEMENTS

CITY OF RIDGELAND, MISSISSIPPI
POST OFFICE BOX 217
RIDGELAND, MS 39158-0217

REVISION DESCRIPTION
100# RIPRAP PLACEMENT NOTE ADDED TO DETAIL

DATE
7/25/24

SEAL:

DRAWN BY: RWJ SCALE: NTS
DESIGNED BY: RWJ ISSUE DATE: 06/13/2024
CHECKED BY: CWJ PROJECT No: 0023088C.000
SHEET TITLE:

DETAILS

SHEET NUMBER:

C-300



CITY OF RIDGELAND, MISSISSIPPI
POST OFFICE BOX 217
RIDGELAND, MS 39158-0217

SEAL:

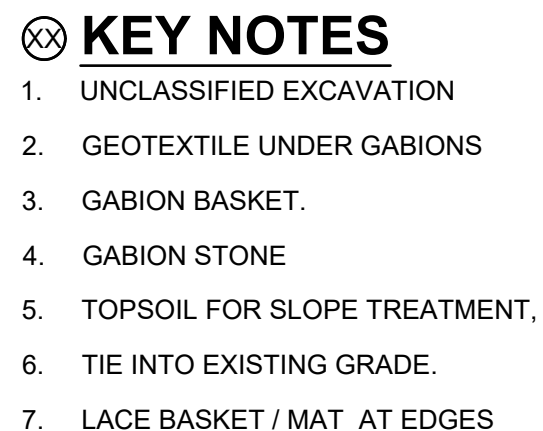
DRAWN BY:	NJD	SCALE:	NTS
DESIGNED BY:	NJD	ISSUE DATE:	03/11/2024
CHECKED BY:		PROJECT No:	----

SHEET TITLE:

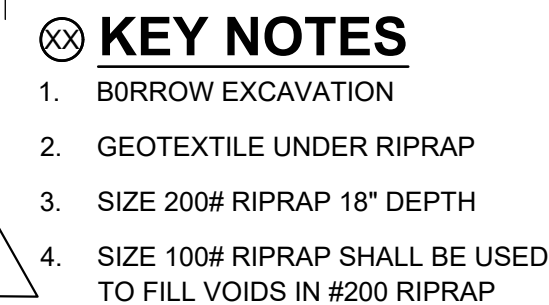
**TYPICAL
SECTIONS**

SHEET NUMBER:

G-102



A **TY**
NTS

A triangle with the number 1 inside.

B **TY**
NTS





PURPLE CREEK BASIN IMPROVEMENTS

CITY OF RIDGELAND, MISSISSIPPI
POST OFFICE BOX 217
RIDGELAND, MS 39158-0217

[illegible]

SEAL

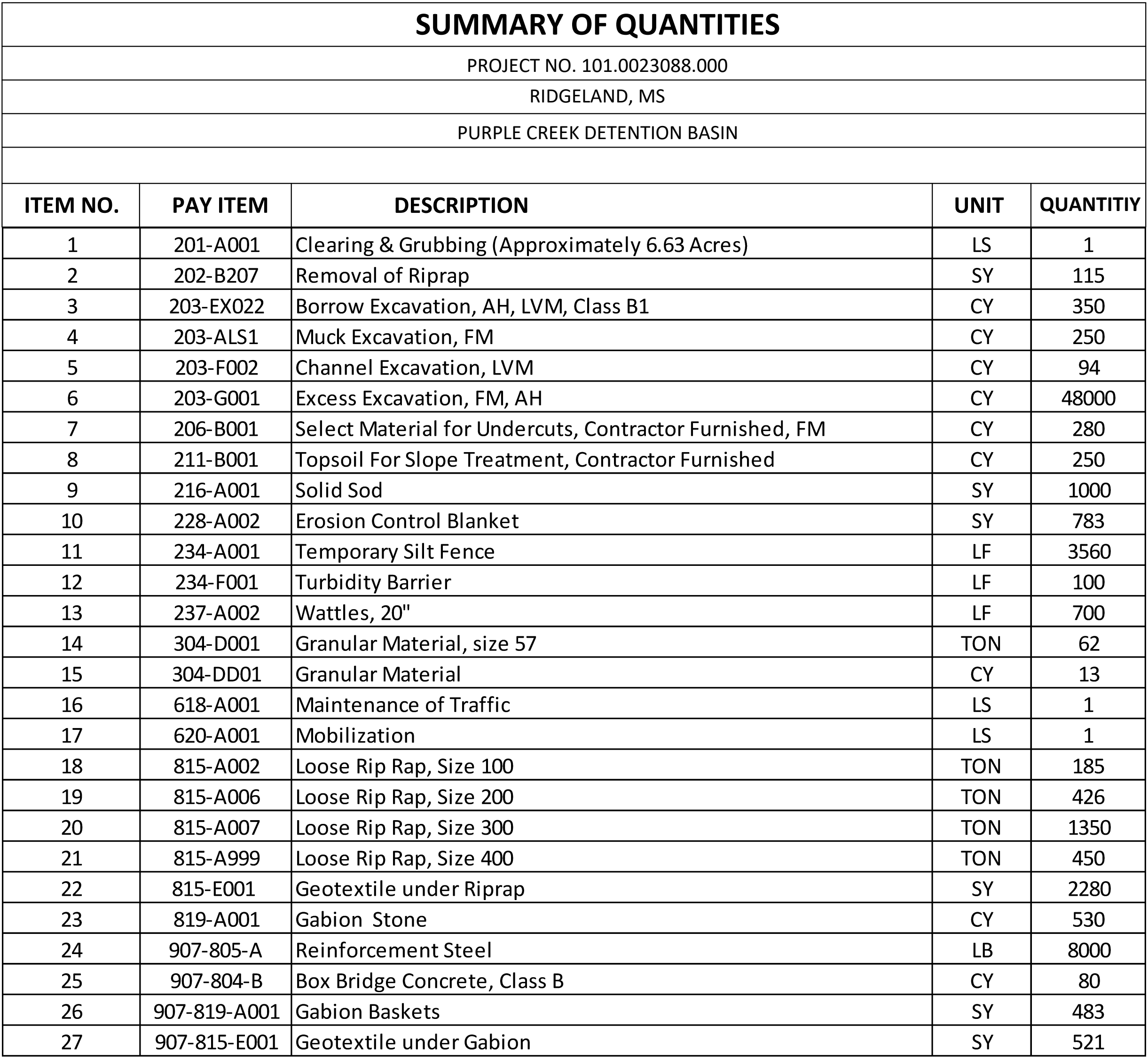
DRAWN BY: NJD	SCALE: NTS
DESIGNED BY: NJD	ISSUE DATE: 03/11/2024
CHECKED BY:	PROJECT No: ----

SHEET TITLE:

TYPICAL SECTIONS

SHEET NUMBER:

G-102A



CITY OF RIDGELAND, MISSISSIPPI
POST OFFICE BOX 217
RIDGELAND, MS 39158-0217

[illegible]

A triangle with the number 1 inside.

SUMMARY OF QUANTITIES			
PROJECT NO. 101.0023088.000			
RIDGELAND, MS			
Purple Creek Basin Improvements - Freedom Ridge Nature Trail			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
201-A001-001	Clearing and Grubbing	LS	1
202-B247	Removal of Trees Greater Than 20"	EA	22
203-A001	Unclassified Excavation, AH, FM	CY	200
203-EX022-001	Borrow Excavation, AH, LVM	CY	1200
907-01-5639	Tree Protection Fencing	LF	1684
907-10-1426	Interpretive Signage	EA	5
907-23-2116	Railing	LF	296
907-32-0190	Landscape Establishment Maintenance	LS	1
907-32-1313	Concrete Curb, Doweled	LF	986
907-32-1433.01	3/4" and Down Crushed Stone Base	TON	472
907-32-1433.02	Compacted Millings	CY	163
907-32-1433.03	Truegrid	SF	27575
907-323-300.01	Steel Picnic Table	EA	5
907-323-300.02	Trash Receptacle	EA	6
907-323-300.03	Decorative Park Bench	EA	10
907-32-9216.01	Live Staking, Cottonwood	EA	26
907-32-9216.02	Live Staking, Sycamore	EA	16
907-32-9216.03	Live Staking, Black Willow	EA	28
907-32-9216.04	Live Staking, Elderberry	EA	46
907-32-9219	Hydroseeding	ACRE	7
907-32-9300.01	Tree Planting, Bald Cypress	EA	22
907-32-9300.02	Tree Planting, Nuttall Oak	EA	23
907-32-9300.03	Tree Planting, Redbud	EA	24
907-32-9300.04	Tree Planting, River Birch	EA	16
907-32-9300.05	Tree Planting, Southern Red Oak	EA	21
907-32-9300.06	Tree Planting, Sweet Bay Magnolia	EA	17
907-32-9300.07	Tree Planting, Water Oak	EA	28
907-32-9300.08	Tree Planting, White Fringe Tree	EA	22
907-32-9300.09	Tree Planting, White Oak	EA	28
907-32-9300.10	Tree Planting, Willow Oak	EA	9
907-32-9300.11	Tree Planting, Southern Catalpa	EA	28
907-32-9300.12	Tree Planting, Black Tupelo	EA	22
907-32-9300.13	Tree Planting, American Hornbeam	EA	23
907-32-9300.14	Shrubs (1 Gal)	EA	1335
907-32-9300.15	Tree Bark Mulch, Type V	CY	53
907-PFBS-001	Pedestrian Bridge #1	LS	1
907-PFBS-002	Pedestrian Bridge #2	LS	1

ADD ALTERNATE #1: Pond Loop Trail Wayside Pad

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
907-32-1433.01-AA1	3/4" and Down Crushed Stone Base	TON	7
907-32-1433.02-AA1	Compacted Millings	CY	2
907-32-1433.03-AA1	Truegrid	SF	408
907-323-300.02-AA1	Trash Receptacle	EA	1
907-323-300.03-AA1	Decorative Park Bench	EA	3

ADD ALTERNATE #2: Pond Loop Trail Prefab Bridge and Approaches

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
907-32-1433.01-AA2	3/4" and Down Crushed Stone Base	TON	9
907-32-1433.02-AA2	Compacted Millings	CY	3
907-32-1433.03-AA2	Truegrid	SF	535
907-PFBS-003-AA2	Prefabricated Pedestrian Bridge #3	LS	1



PURPLE CREEK BASIN IMPROVEMENTS
FREEDOM RIDGE NATURE TRAIL

THE CITY OF RIDGELAND, MISSISSIPPI
POST OFFICE BOX 217
RIDGELAND MS 39158-0217

[illegible]

DRAWN BY: DB	SCALE: N.T.S.
DESIGNED BY: WH	ISSUE DATE: 2024-06-20
CHECKED BY: BS/JP	PROJECT No: 2023-231
SHEET TITLE:	

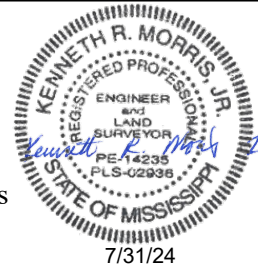
SUMMARY OF QUANTITIES

SHEET NUMBER:

L-503

ADDENDUM No. 2
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

TO: All Bidders
ISSUED BY: Ken Morris, P.E., P.L.S.
Sr. Project Engineer
DATE: 07/31/2024
PROJECT: Purple Creek Drainage Basin Improvements
Ridgeland, Mississippi
OWNER: City of Ridgeland
100 W. School Street
Ridgeland, Mississippi 39157



The following additions and revisions are to become a part of the proposal and contract documents of the above referenced project. The general contractor is responsible for bringing this addendum to the attention of their subcontractors and material suppliers:

Sign-In Sheet for the Mandatory Pre-Bid meeting held on July 16, 2024 (attached)

Contract and Specifications:

Bid Date extended to August 13, 2024

Remove and Replace sheet C-1, E-1 with attached.

All Bidders must acknowledge receipt of the addendum by signing, dating below, and emailing this sheet to jamie.mcinnis@waggonereng.com. This addendum acknowledgment must also be attached to required bid documents at the date and time of receipt of bids.

Company Name: _____

Signature: _____

Date Acknowledged: _____

Sign In Sheet

Project: Purple Creek Drainage Basin Improvements

Owner: City of Ridgeland

Bid Date/Time: July 16, 2024 at 10:00 am

<u>Name:</u>	<u>Organization:</u>	<u>Phone Number</u>	<u>Email Address</u>
Alan Hart Ait	City of Ridgeland		Alan.hart@ridgelandms.org
Chris Bryson CB	City of Ridgeland		Chris.bryson@ridgelandms.org
Jamie McInnis JM	WEI	601-355-9526	jamie.mcinnis@waggonereng.com
Mason Herring MH	WEI	601-914-6362	Mason.herring@waggonereng.com
Hayden Overby HO	WEI	601-914-6362	Hayden.overby@waggonereng.com
Cline Stone CS	WEI	601-914-6362	Cline.stone@waggonereng.com
Ben Bufkin	SEPEs Group	601-878-1920	bbufkin@sepesgroup.com
Bud McGehee	Southern Rock, LLC	601-992-0733	bud.mcgehee@southernrockllc.com
Jim Temple	Hemp Hill Constr.	601-750-3205	temple@hempillconstruction.com
John L. Ellis	Hemp Hill Const.	661-434-7215	Jellis@hempillconstruction.com
John S. North	City of Ridgeland		John.north@ridgelandms.org
Barton Maynard	Maynard Landscaping	601-218-5845	MLI.Landscaping@Icand.com

PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"),
organized and existing under the laws of the State of _____ doing business as
a _____ (corporation, partnership, limited liability company, or individual) to
CITY OF RIDGELAND, MISSISSIPPI, (hereinafter called "OWNER"). In compliance with your
advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS"

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at
the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a
joint BID each party thereto certifies as to his own organization, that this BID has been
developed independently, without consultation, communication or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified
in a written "NOTICE TO PROCEED" and to fully complete the Project within 530 consecutive
calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$1,000**
for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT
DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____



Addendum 2 – 7/31/2024

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2024, by and between **CITY OF RIDGELAND, MISSISSIPPI** hereinafter called "OWNER" and _____ doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "**PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 530 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ _____ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Performance Bond
 - F. Executed Payment Bond
 - G. NSPE General Conditions
 - H. Special Contract Provisions
 - I. DRAWINGS prepared by **Waggoner Engineering, Inc.** and dated **JUNE 2024**.
 - J. SPECIFICATIONS prepared or issued by **Waggoner Engineering, Inc.** and dated **JUNE 2024**.
 - K. ADDENDA:
No. _____ Dated _____
No. _____ Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.



Addendum 2 – 7/31/2024

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR**

CITY OF RIDGELAND, MISSISSIPPI

“PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS”

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SECTION C	BID FORM AND BIDDERS CERTIFICATES
SECTION D	BID BOND
SECTION E	CONTRACT
SECTION F	PERFORMANCE BOND
SECTION G	PAYMENT BOND
SECTION H	CERTIFICATE OF SUFFICIENCY
SECTION I	STANDARD GENERAL CONDITIONS
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	WAGGONER ENGINEERING, INC.
	I.2 SUPPLEMENTARY CONDITION OF THE CONTRACT WAGGONER
	ENGINEERING, INC.
	I.3 SUPPLEMENTARY CONDITIONS FOR SLFRF PROJECTS
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	J.4 Insurance Requirements
	J.5 Shop Drawings, Product Data and Samples
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	K.1 General Instructions
	K.2 General Notes
	K.3 Notice to Bidders
	K4.1 Unclassified Excavation
	K4.2 Erosion Mat, UV Resistant Geogrid with GS-50 Backing

K4.3 Marshall Design Hot Mix Asphalt

SECTION L

LANDSCAPE SPECIFICATIONS

- 201-A001-001 - Clearing and Grubbing
- 907-01-5639 – Temporary Tree and Plant Protection
- 907-10-1426 - Post and Panel/Pylon Signage
- 907-23-2116 - Railing
- 907-32-0190 – Landscape Establishment Maintenance
- 907-32-1313 – Concrete Paving
- 32-14-33.13 – Permeable Plastic Paving
- 907-32-300.01-300.03 - Site Furnishings
- 907-32-9216.01-9216.04 – Pole Cuttings
- 907-32-9219 – Hydroseeding
- 907-32-9300 - Plants
- 907-PBS-001-003 – Pedestrian Bridge



SECTION A

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Ridgeland, Mississippi will receive written sealed or electronic bids until the hour of **10:00 AM (CT) on July 30, 2024** at City Clerk Office, 100 W School St, Ridgeland, MS 39157, for the furnishing of all labor and materials and for the construction of that certain project designated as **PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS**. All bids will be publicly opened and read aloud at **10:00 AM (CT) on July 30, 2024** in the City Clerk's Office at 100 W School St, Ridgeland, MS 39157.

Contractors have the option of submitting their bids sealed in an envelope or electronically through www.centralbidding.com. Registration and a valid email address are required for electronic id submission. Sealed bid envelopes shall be marked "**SEALED BID FOR CITY OF RIDGELAND – PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS**" and if any envelope is not so marked, any bid contained therein will not be considered.

All bid envelopes should contain the bidder's name and mailing address on the face of the envelope. The bid shall also contain the bidder's Certificate of Responsibility number or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000.00) on the outside of the envelope, failing which, said bid shall not be opened or considered.

When submitting an electronic bid, the bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Electronic bids must be secured with a bid bond. When bids are submitted electronically, the requirement for including a certificate of responsibility, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000.00), on the exterior of the bid envelope shall be deemed in compliance by including the same information as an attachment with the electronic bid submittal.

Official bid documents can be downloaded from www.centralbidding.com.

The BID SCHEDULE may be examined at the following locations:

- A. Mississippi Procurement Technical Assistance Program (MPTAP) Mississippi Development Authority, Minority & Small Business Development, Woolfolk Building 501 North West Street, Suite B 01, Jackson, MS 39201

A mandatory pre-bid conference will be held at **10:00 AM (CT) on July 16, 2024** in the City Clerk's Office at 100 W School St, Ridgeland, MS 39157. All project related questions should be directed to Jamie McInnis at jamie.mcinnis@waggonereng.com with the subject line reading – "**PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS**" no later than July 22, 2024 at 12:00 p.m.

The project consists of:

Purple Creek Drainage Basin Improvements – excavation of a proposed sediment pond and restoration of storage volumes of the existing sediment basin in Freedom Ridge Park as well;

Freedom Ridge Nature Trail – clearing, grading, and construction of a proposed multi-use trail in Freedom Ridge Park including pedestrian bridges, and waypoint markings;
Ridgewood Road Box Culvert – removal of existing drainage structures on Ridgewood Road and construction of a proposed Box Culvert along with roadway ditch improvements.

A complete listing of pay items for the work described above is shown on the Bid Form.

The total Contract Time will be **320** consecutive calendar days and the liquidated damages will be **\$1,000.00** per consecutive calendar day thereafter.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material, and/or supply needs.

Any contract or contracts awarded under this invitation for bids are expected to be funded in whole or in part by anticipated funds from the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI) and the Environment Protection Agency's State and Tribal Assistance Grant Program (EPA-STAG). This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated, as they apply to local governments, in accordance with MCWI and EPA-STAG Program Regulations.

Based on the Assistance Listing: Coronavirus State and Local Fiscal Recovery Funds and Part 2 of the US Treasury State and Local Fiscal Recovery Funds Compliance and Reporting Guidance (v3.0 February 2022) (Compliance Guide), the following Uniform Guidance provisions will be required in all contracts:

- Subpart A, Acronyms and Definitions
- Subpart B, General Provisions
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)
- Subpart D, Post Federal; Award Requirements (except 2 CFR 200.305(b)(8) & (9), 3.08, 3.09, and .320(c)(4))
- Subpart E, Cost Principles
- Subpart F, Audit Requirements
- 2 CFR 25 (Universal Identifier & System for Award Management)
- 2 CFR 170 (Reporting Subaward and Executive Compensation Information)
- 2 CFR 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))
- 2 CFR 200 Appendix ii

The City of Ridgeland reserves the right to amend the specifications and contract documents as necessary prior to bid and agrees to notify all having requested bid packets. The City of Ridgeland reserves the right to accept or reject any and all bids and to waive any and all informalities.

The City of Ridgeland, Mississippi hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award.

Award will be made to the lowest and best bidder and the City of Ridgeland, Mississippi reserves the right to reject any and all bids.

BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN, ON THIS THE 18TH DAY OF June 2024.

CITY OF RIDGELAND, MISSISSIPPI

BY: (s) Gene F. McGee, Mayor

PUBLISH: THURSDAY, June27, 2024 and FRIDAY, July 5, 2024 IN THE Clarion Ledger.
THURSDAY, June27, 2024 and THURSDAY, July 4, 2024 IN THE Madison County Journal

Furnish proof of publication to:

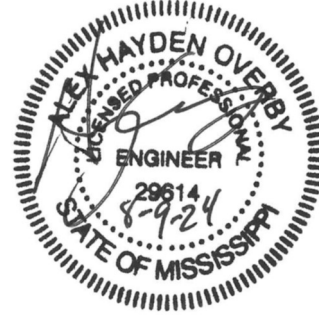
Paula Tierce, City Clerk, paula.tierce@ridgelandms.org (601-856-7113)
Ridgeland City Hall
304 Highway 51
Ridgeland, MS 39157
Jamie McInnis, jamie.mcinnis@waggonereng.com (601-355-9526)
Waggoner Engineering, Inc.
PO Box 12227
Jackson, MS 39236-2227

Send invoice to:

Paula Tierce, City Clerk,
City of Ridgeland;
P.O. Box 217
Ridgeland, MS 39158
(601-856-7113)

ADDENDUM No. 3
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

TO: All Bidders
ISSUED BY: Hayden Overby, P.E.
Sr. Project Manager
DATE: 08/09/2024
PROJECT: Purple Creek Drainage Basin Improvements
Ridgeland, Mississippi
OWNER: City of Ridgeland
100 W. School Street
Ridgeland, Mississippi 39157



The following additions and revisions are to become a part of the proposal and contract documents of the above referenced project. The general contractor is responsible for bringing this addendum to the attention of their subcontractors and material suppliers:

Contract and Specifications:

Bid Date extended to 10:00 AM (CT) on August 22, 2024

Construction Drawings:

Revised plan sheet L-501 to add "GENERAL NOTES" below.

16. Concrete necessary for the pads of the interpretive signage, railings, benches, waste receptacles, and picnic tables shall be included as incidental cost for each respective line item.

Revised plan sheet L-501 to add "LANDSCAPE PLANTING NOTES" below.

28. Plants and seeds can be obtained from the suppliers listed below or others meeting the specifications.

Native Plant Nurseries

Camp Creek Natives
921 Sam T Barkley Dr.
New Albany, MS, 38652
662-539-7175
contact@campcreeknativeplants.com

Mossy Oak Natives
662 494 4326
nativnurseries@mossyoak.com
Doremus Wholesale Nursery
2167 County Road 1550
Warren, TX 77664
800-433-1758

Seeding

Roundstone Native Seed
9764 Raider Hollow Road
Upton, Ky. 42784
888-531-2353 / 270-531-3034

ADDENDUM NO. 3
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

All Bidders must acknowledge receipt of the addendum by signing, dating below, and emailing this sheet to jamie.mcinnis@waggonereng.com. This addendum acknowledgment must also be attached to required bid documents at the date and time of receipt of bids.

Company Name: _____

Signature: _____

Date Acknowledged: _____

ADDENDUM NO. 4
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS

TO: All Bidders
ISSUED BY: Hayden Overby, P.E.
Sr. Project Manager
DATE: 08/20/2024
PROJECT: Purple Creek Drainage Basin Improvements
Ridgeland, Mississippi
OWNER: City of Ridgeland
100 W. School Street
Ridgeland, Mississippi 39157



The following additions and revisions are to become a part of the proposal and contract documents of the above referenced project. The general contractor is responsible for bringing this addendum to the attention of their subcontractors and material suppliers:

Contract and Specifications:

1. Updated Bid Form – see attached
2. Remove and Replace Section 907-32-0190 – Landscape Establishment Maintenance – with attached.

Construction Plans:

1. Remove and Replace sheet L-503 – with attached

All Bidders must acknowledge receipt of the addendum by signing, dating below, and emailing this sheet to jamie.mcinnis@waggonereng.com. All Addenda shall be acknowledged on Page C-1 of the Bid Proposal at the date and time of receipt of bids.

Company Name: _____

Signature: _____

Date Acknowledged: _____

BID FORM
CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS
JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
201-A001	Clearing & Grubbing (Approximately 6.63 Acres)	LS	1		
202-B207	Removal of Riprap	SY	115		
203-EX022	Borrow Excavation, AH, LVM, Class B1	CY	350		
203-ALS1	Muck Excavation, FM	CY	250		
203-F002	Channel Excavation, LVM	CY	94		
203-G001	Excess Excavation, FM, AH	CY	48,000		
206-B001	Select Material for Undercuts, Contractor Furnished, FM	CY	280		
211-B001	Topsoil For Slope Treatment, Contractor Furnished	CY	250		
216-A001	Solid Sod	SY	1,000		
228-A002	Erosion Control Blanket	SY	783		
234-A001	Temporary Silt Fence	LF	3,560		
234-F001	Turbidity Barrier	LF	100		
237-A002	Wattles, 20"	LF	700		
304-D001	Granular Material, size 57	TON	62		
304-DD01	Granular Material	CY	13		
618-A001	Maintenance of Traffic	LS	1		
620-A001	Mobilization	LS	1		
815-A002	Loose Rip Rap, Size 100	TON	185		
815-A006	Loose Rip Rap, Size 200	TON	426		
815-A007	Loose Rip Rap, Size 300	TON	1,350		
815-A999	Loose Rip Rap, Size 400	TON	450		
815-E001	Geotextile under Riprap	SY	2,280		
819-A001	Gabion Stone	CY	530		
907-805-A	Reinforcement Steel	LB	8,000		
907-804-B	Box Bridge Concrete, Class B	CY	80		
907-819-A001	Gabion Baskets	SY	483		
907-815-E001	Geotextile under Gabion	SY	521		
SUBTOTAL PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS					

BID FORM
CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
FREEDOM RIDGE NATURE TRAIL
JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
201-A001-001	Clearing and Grubbing	LS	1		
202-B247	Removal of Trees Greater Than 20"	EA	22		
203-A001	Unclassified Excavation, AH, FM	CY	200		
203-EX022-001	Borrow Excavation, AH, LVM	CY	1,200		
907-01-5639	Tree Protection Fencing	LF	1,684		
907-10-1426	Interpretive Signage	EA	5		
907-23-2116	Railing	LF	296		
907-32-0190	Landscape Establishment Maintenance	LS	1		
907-32-1313	Concrete Curb, Doweled	LF	986		
907-32-1433.01	3/4" and Down Crushed Stone Base	TON	472		
907-32-1433.02	Compacted Millings	CY	163		
907-32-1433.03	Truegrid	SF	27,575		
907-323-300.01	Steel Picnic Table	EA	5		
907-323-300.02	Trash Receptacle	EA	6		
907-323-300.03	Decorative Park Bench	EA	10		
907-32-9216.01	Live Staking, Cottonwood	EA	26		
907-32-9216.02	Live Staking, Sycamore	EA	16		
907-32-9216.03	Live Staking, Black Willow	EA	28		
907-32-9216.04	Live Staking, Elderberry	EA	46		
907-32-9219	Hydroseeding	ACRE	7		
907-32-9300.01	Tree Planting, Bald Cypress	EA	22		
907-32-9300.02	Tree Planting, Nutall Oak	EA	23		
907-32-9300.03	Tree Planting, Redbud	EA	24		
907-32-9300.04	Tree Planting, River Birch	EA	16		
907-32-9300.05	Tree Planting, Southern Red Oak	EA	21		
907-32-9300.06	Tree Planting, Sweet Bay Magnolia	EA	17		
907-32-9300.07	Tree Planting, Water Oak	EA	28		
907-32-9300.08	Tree Planting, White Fringe Tree	EA	22		
907-32-9300.09	Tree Planting, White Oak	EA	28		
907-32-9300.10	Tree Planting, Willow Oak	EA	9		
907-32-9300.11	Tree Planting, Southern Catalpa	EA	28		
907-32-9300.12	Tree Planting, Black Tupelo	EA	22		
907-32-9300.13	Tree Planting, American Hornbeam	EA	23		
907-32-9300.14	Shrubs (1 Gal)	EA	1,335		

907-32-9300.15	Tree Bark Mulch, Type V	CY	53		
907-PFBS-001	Pedestrian Bridge #1	LS	1		
907-PFBS-002	Pedestrian Bridge #2	LS	1		
	SUBTOTAL BASE BID FREEDOM RIDGE NATURE TRAIL				

BID FORM
 CITY OF RIDGELAND, MISSISSIPPI
 PURPLE CREEK DRAINAGE IMPROVEMENTS
 FREEDOM RIDGE NATURE TRAIL ADDITIVE ALTERNATE #1
 POND LOOP TRAIL WAYSIDE PAD
 JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
907-32-1433.01-AA1	3/4" and Down Crushed Stone Base	TON	7		
907-32-1433.02-AA1	Compacted Millings	CY	2		
907-32-1433.03-AA1	Truegrid	SF	408		
907-323-300.02-AA1	Trash Receptacle	EA	1		
907-323-3600.03-AA1	Decorative Park Bench	EA	1		
	ADDITIVE ALTERNATE #1 - FREEDOM RIDGE NATURE TRAIL (POND LOOP TRAIL WAYSIDE PAD)				

BID FORM
 CITY OF RIDGELAND, MISSISSIPPI
 PURPLE CREEK DRAINAGE IMPROVEMENTS
 FREEDOM RIDGE NATURE TRAIL ADDITIVE ALTERNATE #2
 POND LOOP TRAIL PREFAB BRIDGE AND APPROACHES
 JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
907-32-1433.01-AA2	3/4" and Down Crushed Stone Base	TON	9		
907-32-1433.02-AA2	Compacted Millings	CY	3		
907-32-1433.03-AA2	Truegrid	SF	535		
907-PFBS-003-AA2	Prefabricated Pedestrian Bridge #3	LS	1		
	ADDITIVE ALTERNATE #2 - FREEDOM RIDGE NATURE TRAIL (POND LOOP TRAIL PREFAB BRIDGE AND APPROACHES)				

BID FORM
 CITY OF RIDGELAND, MISSISSIPPI
 PURPLE CREEK DRAINAGE IMPROVEMENTS
 RIDGEWOOD ROAD BOX CULVERT ADDITIVE ALTERNATE #3
 JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
201-A001-002	Clearing & Grubbing (Less than 1 acre)	LS	1		
202-B132	Removal of Gravity Sewer Line, All Sizes, All Types	LF	126		
202-B133	Removal of Gravity Sewer Manhole, All Sizes, All Types	EA	1		
202-B188	Removal of Pavement, all Types and Depths	SY	158		
202-B191	Removal of Pipe, 8" and Above	LF	144		
202-B207-002	Removal of Riprap	SY	50		
203-EX022-002	Borrow Excavation, AH, LVM, Class B1	CY	228		
206-A001-002	Structure Excavation	CY	1,043		
206-B001-002	Select Material for Undercuts, Contractor Furnished, FM	CY	50		
216-A001-002	Solid Sod	SY	630		

234-A001-002	Temporary Silt Fence	LF	60		
234-F001-002	Turbidity Barrier	LF	40		
237-A002-002	Wattles, 20"	LF	40		
304-F002-002	Size 610 Crushed Stone Base	TON	55		
503-C010	Saw Cut, Full Depth	LF	53		
601-A001-002	Class "B" Structural Concrete	CY	217		
602-A001-002	Reinforcing Steel	LB	43,522		
603-CA011	18" Reinforced concrete pipe, Class III	LF	15		
603-CA026	24" Reinforced Concrete Pipe, Class III	LF	24		
604-C001	Precast manhole, 48" Diameter	LF	16		
612-A001	Flowable Fill, Excavatable	CY	6		
617-A001	Right-of-way Marker	EA	8		
618-A001	Maintenance of Traffic	LS	1		
619-A1002	Temporary Traffic Stripe, Continuous White	LF	144		
619-A2002	Temporary Traffic Stripe, Continuous Yellow	LF	72		
620-A001-002	Mobilization	LS	1		
626-C003	6" Thermoplastic Edge Stripe, Continuous White	LF	144		
626-E002	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow	LF	72		
699-A001	Roadway Construction Stakes	LS	1		
815-A006-002	Loose Rip Rap, Size 200	TON	360		
815-E001-002	Geotextile under Riprap	SY	530		
907-203-DW-1	Dewatering	LS	1		
907-203-FLS3	Channel excavation	LS	1		
907-260-A003	Utility Work - Sewer, Manhole	EA	1		
907-260-A004	Utility Work - Sewer, 10" PVC PIPE	LF	92		
907-301-A	Plant Mix Bituminous Base Course, BB-1 TYPE 6	TON	65		
907-403-C	2" Hot Bituminous Surface Course SC-1 TYPE 8	TON	15		
	ADDITIVE ALTERNATE #3 RIDGEWOOD ROAD BOX CULVERT				
	TOTAL BASE BID PURPLE CREEK DRAINAGE IMPROVEMENTS (DRAINAGE BASIN+NATURE TRAIL)				
	TOTAL ALT BID 1 (BASE BID + ALT 1)				
	TOTAL ALT BID 2 (BASE BID + ALT 2)				
	TOTAL ALT BID 3 (BASE BID + ALT 3)				
	TOTAL ALT BID 4 (BASE BID + ALT 1+ ALT 2 + ALT 3)				
RESPECTFULLY SUBMITTED BY:					
SIGNATURE:					
NAME AND TITLE:					
PHONE NUMBER:					
CERTIFICATE OF RESPONSIBILITY NO.					
					(SEAL) IF BY CORPORATION

SECTION 907-32-0190
LANDSCAPE ESTABLISHMENT MAINTENANCE
(ADDENDA #4 – 08/16/24)

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section specifies requirements for the contract item Landscape Establishment Maintenance. The work includes plant establishment maintenance, regular long-term maintenance, watering, weeding, fertilizing, plant replacement, record keeping, monitoring of restoration progress and success, and other associated work needed to complete the work and as required by these Specifications and Drawings.
- B. Furnish labor, material, equipment, and services required to maintain the landscape in an attractive condition during the Landscape Establishment Maintenance Period as specified herein.
- C. The Landscape Establishment Maintenance period shall start upon issuance of installation acceptance by the Engineer and shall continue for a period of one year. Maintenance shall be to the satisfaction of the Landscape Architect.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary General Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 907-32-9219 - Hydroseeding

1.03 REFERENCES

Not Used.

1.04 SUBMITTALS

- A. Schedule of Values. See Section J.8 of Supplemental General Conditions.
- B. As-Built Drawings from Planting. A set of As-Built Drawings for the planting shall be available for review at the beginning of the landscape establishment site walk.
- C. Modified As-Built Drawings after the Landscape Establishment Maintenance. Prior to the date of the final inspection, the Contractor shall acquire approved reproducible prints and shall prepare the final record from the job record set of all changes made to all plans during construction, label said prints As-Built, and deliver to the Landscape Architect and as required to any Local Agency.
- D. Landscape. Prior to the date of final acceptance, the Contractor shall deliver the Landscape Guarantee as required. Said Guarantee shall be on the Contractor's letterhead and dated with the scheduled final acceptance date.

- E. Pre-one-year Plant Establishment Period site visit: When all revegetation establishment work has been completed, as approved by the Landscape Architect, the Contractor shall be notified in writing whether the work is acceptable or of any requirements necessary for completion of acceptance. The Landscape Architect will provide these requirements in a punch list that will include items to be completed immediately or by the end of the one-year Plant Establishment Period.
- F. Maintenance Schedule: The Contractor shall prepare a detailed maintenance schedules that will show each weeding session. The schedule will indicate calendar dates when maintenance will be conducted and when maintenance will be started and ended every day. Maintenance schedules should show the following:
 - 1. Proposed mowing activities
 - 2. Proposed watering
 - 3. Proposed seeding
 - 4. Proposed weed control plan and invasive species management plan
 - 5. Proposed litter removal prior to mowing
- G. Invasive Species Management Plan: The Contractor shall prepare a plan that includes a description of the species to be managed, procedures proposed to remove invasive species, herbicide use, spill prevention procedures, and safe handling of herbicides. The Contractor shall refer to the Mississippi Forestry Commission Invasive Plants section at <https://www.mfc.ms.gov/forest-health/invasive-plants/>.

1.05 QUALITY ASSURANCE

- A. Contractor to provide qualifications for the Landscape Architect showing years of experience, and a minimum of three project references. For each reference, list client, design or engineering professional hired by the client, type, cost and duration of project and role of personnel.
- B. Contractor shall specialize in maintenance services of the type specified with a minimum of five years' experience in the field. The Contractor shall have the following personnel performing maintenance services on-site:
 - 1. A horticulturist who shall demonstrate knowledge of best horticultural practices and best maintenance practices for all aspects of grounds maintenance.
 - 2. A certified arborist who shall demonstrate knowledge of best horticultural practices and best maintenance practices for all trees. Arborist only shall perform pruning work on all trees.
 - 3. State licensed applicator of fertilizers and pesticides and shall not apply chemicals that will harm the owner, neighbors, or general public.

1.06 INSPECTIONS

- B. Schedule: Contractor shall conduct jointly inspections with the Landscape Architect every quarter. Contractor shall provide a 7-calendar-day notice to Landscape Architect prior to each inspection date. Contractor shall discuss and review project site conditions and provide photos, discuss on-going maintenance activities, and discuss adjustments and changes to the establishment maintenance procedures.

1.06 MAINTENANCE

- A. All landscape planting material shall be maintained for one year by the Contractor. The maintenance period will officially start on the day after all work on the project is completed and approved, and a field notification is issued to the Contractor to establish the effective beginning date of the Landscape Establishment Maintenance Period.
- B. Contractor shall provide the following maintenance for all landscape planting material during the one-year Landscape Establishment Maintenance Period:
 - 1. Watering, weeding, caring for the plants, edging, spraying, pruning, and other activities required to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive during the maintenance period.
 - 2. Keep planted areas free of debris and weeds.
 - 3. Any plant material found to be dead or in poor condition during the maintenance period shall be immediately replaced by the Contractor at no cost to the Water district. Material to be replaced within the warranty period shall be replaced by the Contractor within 7 calendar days after notification by the Landscape Architect. The Landscape Architect reserves the right to reject and replace the landscape maintenance crew at any time.
 - 4. Remove invasive species that reappear.
 - 5. One week prior to the end of the landscape establishment maintenance period, the Landscape Architect will review the project with the Contractor to verify acceptance before the landscape establishment period ends.
 - 6. A punch list shall be issued by the Landscape Architect for corrections to the landscape work. A copy shall be sent to the Landscape Architect, the parks and recreation maintenance department, and the Contractor. The maintenance period will not terminate until all punch list items are corrected.
 - 7. The Landscape Establishment Maintenance Period shall continue at no additional cost to the Owner or Landscape Architect, until any noted deficiencies have been corrected and until final acceptance by the Landscape Architect.

1.08 WARRANTY

- A. Plant material and infrastructure installed under this Contract shall be warranted against inferior workmanship or improper establishment, as determined by the Landscape Architect. Identified deficiencies shall be replaced by the Contractor. Acts of Nature (not including seasonal inundation of up to 10-year flood event, theft and

vandalism) will not be the responsibility of the Contractor. In such cases, the Contractor shall notify the Landscape Architect.

1.09 TIMING AND CONDITIONS

- A. Timing: The Establishment Period begins when items specified in the specifications and shown on the Drawings have been satisfactorily completed and an Installation Acceptance has been provided in writing by Landscape Architect. The duration of the Establishment Period shall be one year from the date of Installation Acceptance as documented by a written notice from the Landscape Architect. All revegetated areas shall be maintained by the Contractor until final approval by the applicable resource agencies.
- B. Maintenance and establishment operations shall be performed only during periods when beneficial results can be obtained. When excessive winds or other unsatisfactory conditions prevail, the work shall be stopped as directed. The Contractor shall schedule resetting and replanting in the mornings to avoid stressing plants during installation if the temperature is expected to be 90 degrees F or greater. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted in writing to, and approved by, the Landscape Architect. The Contractor shall be prepared to install plants at the earliest time when conditions (weather, moisture, temperature, stream flows, etc.) are acceptable.

1.10 PROVIDED BY OWNER

- A. Water for Temporary Irrigation: The City will provide a water tap behind Pavilion Three for a temporary irrigation system or watering. Additionally, water can be provided for watering at any fire hydrant location within Freedom Ridge Park.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials used shall conform to Section 907-32-9219- Hydroseeding or shall otherwise be acceptable to the Engineer. Deliver to Engineer monthly record of all herbicides, insecticides and disease control chemicals used.

PART 3 EXECUTION

3.01 YEARLY MAINTENANCE AND ESTABLISHMENT

- A. Maintenance shall occur weekly and according to the following standards:
 - 1. All areas shall be kept free of debris, planted and mulched areas maintained and replenished.
 - 2. All plants shall be checked for adequate watering, fertilized, and sprayed for pest control.
 - 3. Damaged areas shall be repaired at Contractor's expense.
- B. Weed Remove
 - 1. Remove weeds and vegetative growth competing for the installed and native volunteer plants' moisture, nutrients, and sunlight. Only weeds rated as an MS Risk Category 1 or 2 in the DRAFT: Noteworthy Exotic Plant Species for Mississippi by the Mississippi Exotic Pest Plant Council (MS-EPPC) have to be removed. Weeds shall be removed before setting seed. These weeds shall be diligently removed throughout the entire project area including laydown, staging, access roads and any other adjacent areas impacted by the Project.
 - 2. Weeding, herbicide, and/or pesticide application shall be done regularly by the Contractor. Weeding shall be done at a minimum of bi-weekly until the end of the one-year Plant Establishment Period. Weeds shall be properly disposed of offsite. The Contractor shall obtain approval from the Landscape Architect prior to herbicide/pesticide application, and shall apply herbicide/pesticide per manufacturer's recommendations and any State of Mississippi guidelines. Herbicide/pesticide application must be in compliance with any applicable provisions of regulatory permits. The Contractor must possess a valid State pesticide and/or herbicide license at all times.
 - 3. The Contractor shall control weeds as identified by the Landscape Architect such that no annual weed species cover exceeds 20% of the project site, before they exceed 12 inches in height, and before they set seed. The Contractor shall control all perennial weed species as identified by the Landscape Architect. Areas where weeding creates in excess of 25 square feet of bare soil shall be reseeded and maintained by the Contractor.
 - 4. Collected plant material will be hauled off-site. Invasive plants shall not be left on-site, burned, or ground on-site. Transport material to an appropriate disposal location at time of removal.
 - 5. Spot treatment with herbicide application of unwanted, noxious, or invasive species where necessary. For large areas treated with herbicide, reseed quickly to reduce continuation of problems.
- C. Hydroseeding Care

1. Contractor is responsible for closely observing plants for signs of drought stress and soil for depth of saturation and provide additional waterings if any deficiencies are noted. Supplemental waterings shall be provided at no additional cost to the Owner.
2. Water shall not be applied at a rate that will cause erosion, damage the hydroseeded areas, or cause runoff. Soil shall be moistened to a minimum depth of 18 inches. Short irrigation applications interrupted by extended infiltration periods shall be repeated multiple times if soil percolation rate is slower than the irrigation system precipitation rate. The Contractor shall apply sufficient water to keep the hydroseeded areas in a thriving condition, growing vigorously.

D. Live Stake Care

1. Contractor to ensure sufficient watering to saturate the root system at least once a week during the spring and summer months.
2. Damaged or missing stakes should be replaced as soon as possible at no additional cost to the Owner.

E. Mowing

1. Seed mix areas to a height of eight (8) inches once a year to remove any tall standing dead vegetation. Recommended mowing time should be in late winter to early spring.

F. Mow height shall not be lower than 8-inches.Minimize Soil Disturbance

1. Due to the nature of invasive plants to rapidly colonize areas of disturbed soil, it is essential to minimize areas of soil disturbance during any clearing or weeding activities.

G. Erosion Control

1. Contractor shall correct all soil erosion and shall repair and/or replace all above ground erosion control features damaged during the one-year Plant Establishment Period. Any above ground erosion control measures including but not limited to, silt fencing, gravel, bags, 100% biodegradable fiber rolls and/or hay bales shall be removed by the Contractor following acceptance of the one-year maintenance and monitoring period by the Engineer. All hay/straw products shall be undecaying, clean, and free of weeds, seeds, and debris

3.01 ADAPTIVE MANAGEMENT

- A. During the course of the project, it may become evident that certain site conditions have changed, and some requirements as stated herein may have a negative effect on the intent of the project. If this occurs in the opinion of the Contractor, he/she shall notify the Landscape Architect, identify the detrimental condition(s), and suggest and document in writing. The Contractor shall take no action contrary to the requirements of this Contract unless prior written permission is given by the Landscape Architect.

3.02 PREPARING REPORTS, RECORDS, AND AS-MAINTAINED DRAWINGS

- A. Quarterly establishment reports
- B. Final report

3.03 CLEAN UP

- A. The Contractor shall maintain the project site in a clean and orderly condition at all times (as determined by Owner/Engineer/Landscape Architect). Immediately before the end of the Establishment Period, and before final inspection, the Contractor shall remove any installation, maintenance, and establishment materials from the site. Any other items designated by Owner/Engineer/Landscape Architect shall be removed and discarded at an approved facility in accordance with all local laws and regulations.
- B. Leaf and branch drop, and organic debris of species not identified as weeds shall be left in place unless specially required to be removed for brush management purposes as directed by the Landscape Architect.
- C. Continuously remove, and dispose off site, all trash and litter during the establishment maintenance period.

3.04 PERFORMANCE STANDARDS DURING ESTABLISHMENT PERIOD

- A. Acceptability of hydroseed establishment shall be determined by the uniformity of germination and growth throughout the seeded areas and be consistent with soil and environmental conditions. Areas that do not germinate and grow as expected compared to adjacent areas shall be re seeded per original installation specifications.
 - 1. Overall seedling coverage, as percent of the site, size of bare areas, as well as seedling health and vigor will be considered by the Landscape Architect in determination of establishment.
 - 2. Areas determined by Landscape Architect that fail to establish shall be reseeded as soon as weather conditions are favorable.
- B. At the end of the first growing season, a minimum of 80% of the seeded permanent species in riparian and upland seed areas.
 - 1. No invasive species should be dominant.
- C. Should identified species seed establishment fail to occur, a determination should be made as to why and a remedial action plan shall be prepared by the Contractor and submitted for approval.
 - 1. Any container planted trees and shrubs that do not meet the performance criteria shall be replaced by the Contractor at no additional cost.

3.05 FINAL PROJECT ACCEPTANCE

- A. The Contractor shall notify the Landscape Architect for final inspection and turnover of maintenance activities. The request shall be in written form and received at least ten (10) calendar days before the anticipated date of inspection.
- B. Engineer shall certify in writing as to the satisfaction and substantial completion of the project, which shall be deemed final acceptance. Final acceptance is defined as when all punch list items have been determined to be complete by either the Owner or Owner's representative and the Contractor is authorized to submit the final pay application

PART 4 PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the contract item Landscape Establishment Maintenance will be by monthly inspections to ensure the landscape is being maintained to the standards established herein. Should the Contractor meet performance requirements as outlined in this specification, the lump sum compensation for Landscape Establishment Maintenance shall be paid based on the Schedule of Values as outlined in the Supplemental General Conditions, Section J.8.

4.02 PAYMENT

- A. The contract price will be paid for LANDSCAPE ESTABLISHMENT MAINTENANCE which shall include lump sum compensation for all costs incurred under this section and be paid based on the Schedule of Values as outlined in the Supplemental General Conditions, Section J.8..

END OF SECTION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
201-A001-001	Clearing and Grubbing	LS	1
202-B247	Removal of Trees Greater Than 20"	EA	22
203-A001	Unclassified Excavation, AH, FM	CY	200
203-EX022-001	Borrow Excavation, AH, LVM	CY	1200
907-01-5639	Tree Protection Fencing	LF	1684
907-10-1426	Interpretive Signage	EA	5
907-23-2116	Railing	LF	296
907-32-0190	Landscape Establishment Maintenance	LS	1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
907-32-1433.01-AA1	3/4" and Down Crushed Stone Base	TON	7
907-32-1433.02-AA1	Compacted Millings	CY	2
907-32-1433.03-AA1	Truegrid	SF	408
907-323-300.02-AA1	Trash Receptacle	EA	1
907-323-300.03-AA1	Decorative Park Bench	EA	3

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
907-32-1433.01-AA2	3/4" and Down Crushed Stone Base	TON	9
907-32-1433.02-AA2	Compacted Millings	CY	3
907-32-1433.03-AA2	Truegrid	SF	535
907-PFBS-003-AA2	Prefabricated Pedestrian Bridge #3	LS	1

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P.O. BOX 2614
HUNTSVILLE, AL 35804
(256) 469-3440 | www.altago.com



SECTION B
INFORMATION TO BIDDERS

INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:** Bids will be received by the City of Ridgeland, no later than 10:00 a.m. local time, on Tuesday, July 30, 2024 at the City Clerk Office, 100 W School St, Ridgeland, MS 39157.
2. **Bids:**
 - A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
 - B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
 - C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
 - D. Submit bids **(in duplicate)** in an opaque sealed envelope marked in the lower left hand corner as follows:
 1. Bid for construction of: **“PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS”**
 2. Certificate of Responsibility No. _____.
 - E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.
3. **Method of Bidding:**
 - A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.
 - B. The Board of Aldermen of the City of Ridgeland reserves the right to reject any or all bids and to waive any or all informalities.

- C. The Board of Aldermen of the City of Ridgeland reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the Commission.

4. **Addenda and Interpretations**

- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
- B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.

5. **Certificate of Responsibility Number:**

- A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid, their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
- B. **No bids will be accepted, opened or considered unless the above information is given as specified.**
- C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids, and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER or ENGINEER.

6. **Notice to Nonresident Bidders:**

- A. A nonresident BIDDER domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident BIDDERS's state awards contracts to Mississippi contractors bidding under similar circumstances; and resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. This preference, if it is a percentage of the bid or other monetary amount, is not to be added to the nonresident BIDDER's bid by the nonresident BIDDER. The ENGINEER will add a line to the bid tabulation report that shows the amount of the

nonresident BIDDER premium when the bids are tabulated for the sole purpose of determining the order of the BIDDERS.

- B. When a nonresident CONTRACTOR submits a bid for a public project, he shall attach thereto a copy of his resident state's current bid law pertaining to such state's treatment of nonresident CONTRACTORS.
 - C. Nonresident BIDDERS Certificate: CONTRACTOR must complete the Nonresident BIDDERS Certificate included in the Contract Documents (Section C) and submit same as part of their bid.
 - D. As used in this section, the term "resident contractors" includes a nonresident person, firm or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm or corporation.
- 7. **Bid Security:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**
 - 8. **Liquidated Damages for Failure to Enter into Contract:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.
 - 9. **Security for Faithful Performance:** Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
 - 10. **Law and Regulations:** The BIDDERS'S attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
 - 11. **Condition of Work:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.

12. **Obligation of BIDDER:** At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).
13. **Time of Completion:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
14. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
15. **Non-Collusion Affidavit:** CONTRACTOR must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid. **FAILURE TO DO SO WILL DISQUALIFY THEIR BID.**
16. **Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.
17. **Subcontractor:** The BIDDER is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the OWNER. **The total allowable subcontract amount shall not exceed fifty percent (50%) of contract amount unless otherwise approved by the OWNER.**
18. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
 - A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject

any Work, Material or Equipment that is not in conformance with the requirements of the Contract Documents.

- B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.
- C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER or ENGINEER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.
- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.
 - a. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - b. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

- c. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.
- 19. **Qualifications of BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.
- 20. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section J.4, as enclosed herein for the full term of the Contract.
- 21. **Contract Award:** Award of Contract, if made, shall be within **60 days** of date of Receipt of Bids.
- 22. **Issuance of "Notice to Proceed":** If the Contract is awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of agreement of the Contract.



SECTION C

BID FORM AND BIDDERS CERTIFICATES

PROPOSAL

Proposal of Hemphill Construction Company, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a Corporation (corporation, partnership, limited liability company, or individual) to **CITY OF RIDGELAND, MISSISSIPPI**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS"

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 530 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$1,000 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>July 25, 2024</u>
NUMBER: <u>2</u>	DATE: <u>July 31, 2024</u>
NUMBER: <u>3</u>	DATE: <u>August 9, 2024</u>
NUMBER: <u>4</u>	DATE: <u>August 20, 2024</u>



Addendum 2 – 7/31/2024

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 5% bid amount) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount

of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE C-5 FOR BID ITEMS.**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.

6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

BID FORM
CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
RIDGEWOOD ROAD BOX CULVERT ADDITIVE ALTERNATE #3
JUNE 2024
WEI NO. 101.0023086.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
201-A001-002	Clearing & Grubbing (Less than 1 acre)	LS	1	\$10,000.00	\$10,000.00
202-B132	Removal of Gravity Sewer Line, All Sizes, All Types	LF	126	\$30.00	\$3,780.00
202-B133	Removal of Gravity Sewer Manhole, All Sizes, All Types	EA	1	\$2,500.00	\$2,500.00
202-B188	Removal of Pavement, all Types and Depths	SY	158	\$12.00	\$1,896.00
202-B191	Removal of Pipe, 8" and Above	LF	144	\$42.00	\$6,048.00
202-B207-002	Removal of Riprap	SY	50	\$25.00	\$1,250.00
203-EX022-002	Borrow Excavation, AH, LVM, Class B1	CY	228	\$40.00	\$9,120.00
206-A001-002	Structure Excavation	CY	1,043	\$20.00	\$20,860.00
206-B001-002	Select Material for Undercuts, Contractor Furnished, FM	CY	50	\$195.00	\$9,750.00
216-A001-002	Solid Sod	SY	630	\$10.00	\$6,300.00
234-A001-002	Temporary Silt Fence	LF	60	\$8.00	\$480.00
234-F001-002	Turbidity Barrier	LF	40	\$30.00	\$1,200.00
237-A002-002	Wattles, 20"	LF	40	\$10.00	\$400.00
304-F002-002	Size 610 Crushed Stone Base	TON	55	\$110.00	\$6,050.00
503-C010	Saw Cut, Full Depth	LF	53	\$10.00	\$530.00
601-A001-002	Class "B" Structural Concrete	CY	217	\$1,510.00	\$327,670.00
602-A001-002	Reinforcing Steel	LB	43,522	\$1.00	\$43,522.00
603-CA011	18" Reinforced concrete pipe, Class III	LF	15	\$170.00	\$2,550.00
603-CA026	24" Reinforced Concrete Pipe, Class III	LF	24	\$170.00	\$4,080.00
604-C001	Precast manhole, 48" Diameter	LF	16	\$750.00	\$12,000.00
612-A001	Flowable Fill, Excavatable	CY	6	\$600.00	\$3,600.00
617-A001	Right-of-way Marker	EA	8	\$750.00	\$6,000.00
618-A001	Maintenance of Traffic	LS	1	\$20,000.00	\$20,000.00
619-A1002	Temporary Traffic Stripe, Continuous White	LF	144	\$8.00	\$1,152.00
619-A2002	Temporary Traffic Stripe, Continuous Yellow	LF	72	\$12.50	\$900.00
620-A001-002	Mobilization	LS	1	\$33,110.00	\$33,110.00
626-C003	6" Thermoplastic Edge Stripe, Continuous White	LF	144	\$18.00	\$2,592.00
626-E002	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow	LF	72	\$22.00	\$1,584.00
699-A001	Roadway Construction Stakes	LS	1	\$10,000.00	\$10,000.00
815-A006-002	Loose Rip Rap, Size 200	TON	360	\$115.00	\$41,400.00
815-E001-002	Geotextile under Riprap	SY	530	\$5.00	\$2,650.00

BID FORM
CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS
JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
201-A001	Clearing & Grubbing (Approximately 6.63 Acres)	LS	1	\$165,000.00	\$165,000.00
202-B207	Removal of Riprap	SY	115	\$33.00	\$3,795.00
203-EX022	Borrow Excavation, AH, LVM, Class B1	CY	350	\$40.00	\$14,000.00
203-ALS1	Muck Excavation, FM	CY	250	\$35.00	\$8,750.00
203-F002	Channel Excavation, LVM	CY	94	\$25.00	\$2,350.00
203-G001	Excess Excavation, FM, AH	CY	48,000	\$14.00	\$672,000.00
206-B001	Select Material for Undercuts, Contractor Furnished, FM	CY	280	\$20.00	\$5,600.00
211-B001	Topsoil For Slope Treatment, Contractor Furnished	CY	250	\$20.00	\$5,000.00
216-A001	Solid Sod	SY	1,000	\$10.00	\$10,000.00
228-A002	Erosion Control Blanket	SY	783	\$8.00	\$6,264.00
234-A001	Temporary Silt Fence	LF	3,560	\$7.50	\$26,700.00
234-F001	Turbidity Barrier	LF	100	\$25.00	\$2,500.00
237-A002	Wattles, 20"	LF	700	\$10.00	\$7,000.00
304-D001	Granular Material, size 57	TON	62	\$120.00	\$7,440.00
304-DD01	Granular Material	CY	13	\$200.00	\$2,600.00
618-A001	Maintenance of Traffic	LS	1	\$25,000.00	\$25,000.00
620-A001	Mobilization	LS	1	\$600,000.00	\$600,000.00
815-A002	Loose Rip Rap, Size 100	TON	185	\$130.00	\$24,050.00
815-A006	Loose Rip Rap, Size 200	TON	426	\$130.00	\$55,380.00
815-A007	Loose Rip Rap, Size 300	TON	1,350	\$130.00	\$175,500.00
815-A999	Loose Rip Rap, Size 400	TON	450	\$130.00	\$58,500.00
815-E001	Geotextile under Riprap	SY	2,280	\$4.75	\$10,830.00
819-A001	Gabion Stone	CY	530	\$180.00	\$95,400.00
907-805-A	Reinforcement Steel	LB	8,000	\$1.65	\$13,200.00
907-804-B	Box Bridge Concrete, Class B	CY	80	\$3,850.00	\$308,000.00
907-819-A001	Gabion Baskets	SY	483	\$230.00	\$111,090.00
907-815-E001	Geotextile under Gabion	SY	521	\$5.00	\$2,605.00
SUBTOTAL PURPLE CREEK DRAINAGE BASIN IMPROVEMENTS					\$2,418,554.00

BID FORM
CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
FREEDOM RIDGE NATURE TRAIL
JUNE 2024
WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
201-A001-001	Clearing and Grubbing	LS	1	\$38,500.00	\$38,500.00
202-B247	Removal of Trees Greater Than 20"	EA	22	\$650.00	\$14,300.00
203-A001	Unclassified Excavation, AH, FM	CY	200	\$10.00	\$2,000.00
203-EX022-001	Borrow Excavation, AH, LVM	CY	1,200	\$14.00	\$16,800.00
907-01-5639	Tree Protection Fencing	LF	1,684	\$2.50	\$4,210.00
907-10-1426	Interpretive Signage	EA	5	\$500.00	\$2,500.00
907-23-2116	Railing	LF	296	\$50.00	\$14,800.00
907-32-0190	Landscape Establishment Maintenance	LS	1	\$77,815.00	\$77,815.00
907-32-1313	Concrete Curb, Doweled	LF	986	\$45.00	\$44,370.00
907-32-1433.01	3/4" and Down Crushed Stone Base	TON	472	\$125.00	\$59,000.00
907-32-1433.02	Compacted Millings	CY	163	\$135.00	\$22,005.00
907-32-1433.03	Truegrid	SF	27,575	\$5.80	\$159,935.00
907-323-300.01	Steel Picnic Table	EA	5	\$2,500.00	\$12,500.00
907-323-300.02	Trash Receptacle	EA	6	\$900.00	\$5,400.00
907-323-300.03	Decorative Park Bench	EA	10	\$1,800.00	\$18,000.00
907-32-9216.01	Live Staking, Cottonwood	EA	26	\$30.00	\$780.00
907-32-9216.02	Live Staking, Sycamore	EA	16	\$30.00	\$480.00
907-32-9216.03	Live Staking, Black Willow	EA	28	\$30.00	\$840.00
907-32-9216.04	Live Staking, Elderberry	EA	46	\$30.00	\$1,380.00
907-32-9219	Hydroseeding	ACRE	7	\$8,500.00	\$59,500.00
907-32-9300.01	Tree Planting, Bald Cypress	EA	22	\$175.00	\$3,850.00
907-32-9300.02	Tree Planting, Nutall Oak	EA	23	\$175.00	\$4,025.00
907-32-9300.03	Tree Planting, Redbud	EA	24	\$175.00	\$4,200.00
907-32-9300.04	Tree Planting, River Birch	EA	16	\$175.00	\$2,800.00
907-32-9300.05	Tree Planting, Southern Red Oak	EA	21	\$175.00	\$3,675.00
907-32-9300.06	Tree Planting, Sweet Bay Magnolia	EA	17	\$175.00	\$2,975.00
907-32-9300.07	Tree Planting, Water Oak	EA	28	\$175.00	\$4,900.00
907-32-9300.08	Tree Planting, White Fringe Tree	EA	22	\$175.00	\$3,850.00
907-32-9300.09	Tree Planting, White Oak	EA	28	\$175.00	\$4,900.00

907-203-DW-1	Dewatering	LS	1	\$20,000.00	\$20,000.00
907-203-FL53	Channel excavation	LS	1	\$45,000.00	\$45,000.00
907-260-A003	Utility Work - Sewer, Manhole	EA	1	\$16,500.00	\$16,500.00
907-260-A004	Utility Work - Sewer, 10" PVC PIPE	LF	92	\$150.00	\$13,800.00
907-301-A	Plant Mix Bituminous Base Course, BB-1 TYPE 6	TON	65	\$285.00	\$18,525.00
907-403-C	2" Hot Bituminous Surface Course SC-1 TYPE 8	TON	15	\$400.00	\$6,000.00
	ADDITIVE ALTERNATE #3 RIDGEWOOD ROAD BOX CULVERT				\$712,799.00
	TOTAL BASE BID PURPLE CREEK DRAINAGE IMPROVEMENTS (DRAINAGE BASIN+NATURE TRAIL)				\$3,618,509.00
	TOTAL ALT BID 1 (BASE BID + ALT 1)				\$3,624,720.40
	TOTAL ALT BID 2 (BASE BID + ALT 2)				\$3,972,542.00
	TOTAL ALT BID 3 (BASE BID + ALT 3)				\$4,331,308.00
	TOTAL ALT BID 4 (BASE BID + ALT 1+ ALT 2 + ALT 3)				\$4,691,552.40

RESPECTFULLY SUBMITTED BY: **Hemphill Construction Company, Inc.**

SIGNATURE: *Richard MR*

NAME AND TITLE: **Richard A. Rula, President**

PHONE NUMBER: **601-932-2060 ext. 121**

CERTIFICATE OF RESPONSIBILITY NO. **02449-MC**

(SEAL) IF BY CORPORATION

907-32-9300.10	Tree Planting, Willow Oak	EA	9	\$175.00	\$1,575.00
907-32-9300.11	Tree Planting, Southern Catalpa	EA	28	\$175.00	\$4,900.00
907-32-9300.12	Tree Planting, Black Tupelo	EA	22	\$175.00	\$3,850.00
907-32-9300.13	Tree Planting, American Hornbeam	EA	23	\$175.00	\$4,025.00
907-32-9300.14	Shrubs (1 Gal)	EA	1,335	\$14.00	\$18,690.00
907-32-9300.15	Tree Bark Mulch, Type V	CY	53	\$125.00	\$6,625.00
907-PFBS-001	Pedestrian Bridge #1	LS	1	\$270,000.00	\$270,000.00
907-PFBS-002	Pedestrian Bridge #2	LS	1	\$300,000.00	\$300,000.00
SUBTOTAL BASE BID FREEDOM RIDGE NATURE TRAIL					\$1,199,955.00

BID FORM
CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
 FREEDOM RIDGE NATURE TRAIL ADDITIVE ALTERNATE #1
 POND LOOP TRAIL WAYSIDE PAD
 JUNE 2024
 WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
907-32-1433.01-AA1	3/4" and Down Crushed Stone Base	TON	7	\$125.00	\$875.00
907-32-1433.02-AA1	Compacted Millings	CY	2	\$135.00	\$270.00
907-32-1433.03-AA1	Truegrid	SF	408	\$5.80	\$2,366.40
907-323-300.02-AA1	Trash Receptacle	EA	1	\$900.00	\$900.00
907-323-3600.03-AA1	Decorative Park Bench	EA	1	\$1,800.00	\$1,800.00
ADDITIVE ALTERNATE #1 - FREEDOM RIDGE NATURE TRAIL (POND LOOP TRAIL WAYSIDE PAD)					\$6,211.40

BID FORM
CITY OF RIDGELAND, MISSISSIPPI
PURPLE CREEK DRAINAGE IMPROVEMENTS
 FREEDOM RIDGE NATURE TRAIL ADDITIVE ALTERNATE #2
 POND LOOP TRAIL PREFAB BRIDGE AND APPROACHES
 JUNE 2024
 WEI NO. 101.0023088.000

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
907-32-1433.01-AA2	3/4" and Down Crushed Stone Base	TON	9	\$125.00	\$1,125.00
907-32-1433.02-AA2	Compacted Millings	CY	3	\$135.00	\$405.00
907-32-1433.03-AA2	Truegrid	SF	535	\$5.80	\$3,103.00
907-PFBS-003-AA2	Prefabricated Pedestrian Bridge #3	LS	1	\$349,400.00	\$349,400.00
ADDITIVE ALTERNATE #2 - FREEDOM RIDGE NATURE TRAIL (POND LOOP TRAIL PREFAB BRIDGE AND APPROACHES)					\$354,033.00

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Mary Beth Harrison certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Richard A. Rula who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Mary Beth Harrison

Title: Corporate Secretary

Signature: Mary Beth Harrison

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE

(To be executed if BIDDER is a Partnership)

STATE OF N/A

COUNTY OF N/A

On this N/A day of N/A , 2024, before me personally appeared N/A , known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

 N/A ; That said firm consists of himself and N/A ; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature N/A

Title N/A

(SEAL)

Sworn before me this N/A day of N/A , 2024.

 N/A , Notary Public

My commission expires N/A

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned N/A , hereby certify that I am the Manager of N/A (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that N/A who executed the Proposal on behalf of the Company is N/A of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature N/A

Title N/A

(SEAL)

Sworn before me this N/A day of N/A , 2024.

 N/A , Notary Public

My commission expires N/A

NONRESIDENT BIDDER CERTIFICATE

(to be executed if a BIDDER is a nonresident)

I, _____, hereby certify that the CONTRACTOR,
_____, is domiciled in the State of _____
and (check and complete one):

(____) attached is a copy of the State of _____'s current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph _____, page _____ of said law grants resident CONTRACTORS a _____ percent preference over nonresident CONTRACTORS for similar projects.

(____) the State of _____ has no current law pertaining to the treatment of nonresident contractors.

(____) I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2024.

_____, Notary Public

My commission expires _____

(to be executed if a BIDDER is a nonresident)

C-9

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF RANKIN

I, Richard A. Rula
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Hemphill Construction Company, Inc.
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That Hemphill Construction Company, Inc., Bidder on the **"PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS" for City of Ridgeland, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature *Richard A. Rula*

Title Richard A. Rula, President

(SEAL)
Sworn before me this 22 day of August 2024.
Barbara A. Sanders Notary Public
Barbara A. Sanders
My commission expires September 24, 2027



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF RANKIN

I, Richard A. Rula
(name of person signing affidavit)

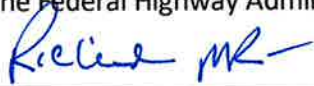
individually, and in my capacity as President
(title)

of Hemphill Construction Company, Inc.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Hemphill Construction Company, Inc., Bidder on the "**PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS**" for City of Ridgeland, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

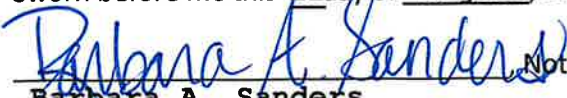
(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature 

Title Richard A. Rula, President

(SEAL)

Sworn before me this 22 day of August, 2024.

 Notary Public
Barbara A. Sanders
My commission expires September 24, 2027



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.



SECTION D

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Hemphill Construction Company, Inc.
(Name of Contractor)

P O Drawer 879 Florence MS 39073-0879
(Address of Contractor)

a Corporation hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or
Individual)

Federal Insurance Company hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto **CITY OF RIDGELAND, MISSISSIPPI**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 22 day of August, 2024. The Condition of the above obligation is such that whereas the Principal has submitted to **CITY OF RIDGELAND, MISSISSIPPI** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Hemphill Construction Company, Inc.

(L.S.)

Federal Insurance Company

Principal

Surety





By: Richard A. Rula, President

By: Mary Anne Goodin, Attorney in Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

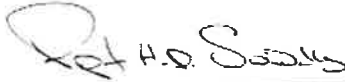
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9th day of April 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 9th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

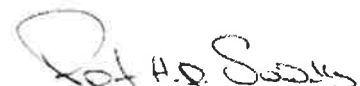
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **August 22, 2024**




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



SECTION E

CONTRACT

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2024, by and between **CITY OF RIDGELAND, MISSISSIPPI** hereinafter called "OWNER" and Hemphill Construction Co., Inc. doing business as (~~an Individual~~), (~~a Partnership~~), (~~a Limited Liability Company~~), or (**a Corporation**) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "**PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 530 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$4,691,552.40 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Performance Bond
 - F. Executed Payment Bond
 - G. NSPE General Conditions
 - H. Special Contract Provisions
 - I. DRAWINGS prepared by **Waggoner Engineering, Inc.** and dated **JUNE 2024**.
 - J. SPECIFICATIONS prepared or issued by **Waggoner Engineering, Inc.** and dated **JUNE 2024**.
 - K. ADDENDA:

No. <u>1</u>	Dated <u>7/25/2024</u>
No. <u>2</u>	Dated <u>7/31/2024</u>
No. <u>3</u>	Dated <u>8/09/2024</u>
No. <u>4</u>	Dated <u>8/20/2024</u>

- L. All federal government conditions, specifications, regulations and requirements bound herein.
- 6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
 - A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 1,000 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 1,000 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
- 7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
- 8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
- 9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.

10. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$4,691,552.40)

Four Million Six Hundred Ninety One Thousand Five hundred Fifty Two dollars and 40 cents

(not less than one hundred percent of Contract amount)

11. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$4,691,552.40)

Four Million Six Hundred Ninety One Thousand Five hundred Fifty Two dollars and 40 cents

(not less than one hundred percent of Contract amount)

12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

CITY OF RIDGELAND, OWNER

BY:

NAME: Gene Magee

TITLE: MAYOR

ATTEST:

BY:

NAME:

TITLE:

(SEAL)

HEMPHILL CONSTRUCTION COMPANY, INC.
CONTRACTOR

BY:

NAME: Richard Rula

TITLE: President

ATTEST:

BY:

NAME: Mary Beth Harrison

TITLE: Secretary

(SEAL)



SECTION F
PERFORMANCE BOND

PERFORMANCE BOND

Bond # K41924524

KNOW ALL MEN BY THESE PRESENTS:

That Hemphill Construction Co., Inc.

(Name of Contractor)

1858 US 49, Florence, MS 39073

(Address of Contractor)

a Corporation hereinafter called "PRINCIPAL", and
(Corporation, Partnership, Limited Liability Company
or Individual)

hereinafter called "SURETY",

Federal Insurance Company

(Name of Surety)

are held and firmly bound unto the **CITY OF RIDGELAND, MISSISSIPPI** hereinafter called "OWNER"
in the penal sum of

Four Million Six Hundred Ninety One Thousand Five Hundred Fifty Two
dollars and 40 cents

Dollars

(\$4,691,552.40)

in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
Contract with the OWNER, dated the _____ day of _____, 2024, a copy of which is
hereto attached and made a part hereof for the construction of:

"PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS"

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said Contract during the Original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the SURETY and during the one year guaranty period and if he shall satisfy all claims and
demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER of all of outlay and expense which the OWNER may incur in making good
any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no
change, extension of time, alteration or addition to the terms of the Contract or to the WORK to
be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect

its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2024.

ATTEST:



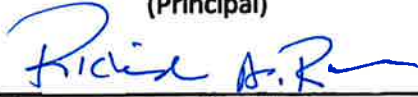
(Principal) Secretary
Mary Beth Harrison

(SEAL)

Hemphill Construction Company, Inc.

(Principal)

By



Richard A. Rula, President

P O Drawer 879

(Address)

Florence MS 39073-0879

Witness as to Principal

P O Drawer 879

(Address)

Florence MS 39073-0879

ATTEST:

(SEAL)

Federal Insurance Company

(Surety)

By

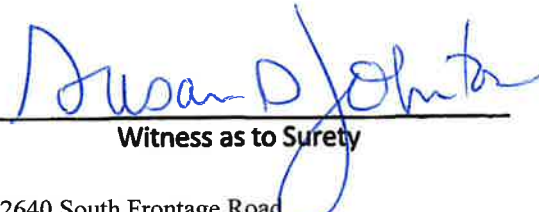


Attorney-in-Fact Mary Anne Goodin

P O Box 1650

(Address)

Whitehouse Station NJ 08889-1650



Witness as to Surety

2640 South Frontage Road

(Address)

Vicksburg MS 39180

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



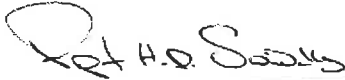
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9th day of **April 2024**.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 9th day of **April, 2024** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Eichhorn**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert HD Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

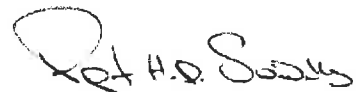
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this





Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

PAYMENT BOND

Bond # K41924524

KNOW ALL MEN BY THESE PRESENTS:

That Hemphill Construction Co., Inc.

(Name of Contractor)

1858 US 49, Florence, MS 39073

(Address of Contractor)

a Corporation hereinafter called "PRINCIPAL", and
(Corporation, Partnership, Limited Liability Company
or Individual)

hereinafter called "SURETY",

Federal Insurance Company

(Name of Surety)

are held and firmly bound unto the **CITY OF RIDGELAND, MISSISSIPPI** hereinafter called "OWNER"
in the penal sum of

Four Million Six Hundred Ninety One Thousand Five Hundred Fifty Two
dollars and 40 cents

Dollars

(\$4,691,552.40)

in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
Contract with the OWNER, dated the ____ day of _____, 2024, a copy of which is
hereto attached and made a part hereof for the construction of:

"PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS"

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such Contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor,
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be
void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no
change, extension of time, alteration or addition to the terms of the Contract or to the WORK to
be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect
its obligation on this BOND, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2024.

ATTEST:

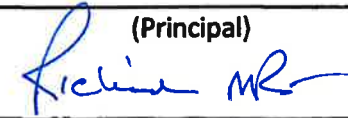

(Principal) Secretary
Mary Beth Harrison

(SEAL)

Hemphill Construction Company, Inc.

(Principal)

By


Richard A. Rula, President

P O Drawer 879

(Address)

Florence MS 39073-0879

Witness as to Principal

P O Drawer 879

(Address)

Florence MS 39073-0879

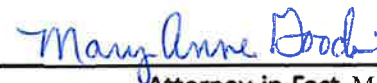
ATTEST:

(SEAL)

Federal Insurance Company

(Surety)

By

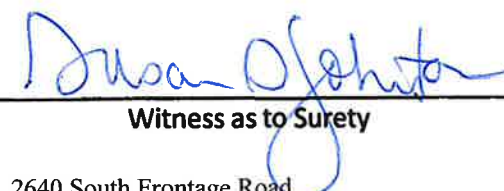

Attorney-in-Fact Mary Anne Goodin

P O Box 1650

(Address)

Whitehouse Station NJ 08889-1650

Witness as to Surety


2640 South Frontage Road

(Address)

Vicksburg MS 39180

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



SECTION G
PAYMENT BOND

PAYMENT BOND

Bond # K41924524

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That Hemphill Construction Co., Inc.

(Name of Contractor)

1858 US 49, Florence, MS 39073

(Address of Contractor)

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modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
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construction of such WORK, and all insurance premiums on said WORK, and for all labor,
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be
void; otherwise to remain in full force and effect.

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change, extension of time, alteration or addition to the terms of the Contract or to the WORK to
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ATTEST:

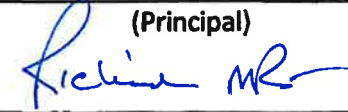

(Principal) Secretary
Mary Beth Harrison

(SEAL)

Hemphill Construction Company, Inc.

(Principal)

By


Richard A. Rula, President

P O Drawer 879

(Address)

Florence MS 39073-0879

Witness as to Principal

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(Address)

Florence MS 39073-0879

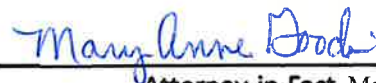
ATTEST:

(SEAL)

Federal Insurance Company

(Surety)

By

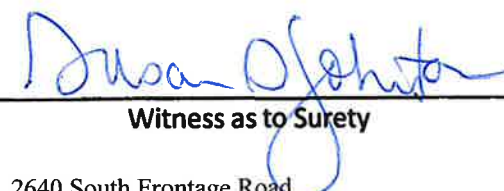

Attorney-in-Fact Mary Anne Goodin

P O Box 1650

(Address)

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2640 South Frontage Road

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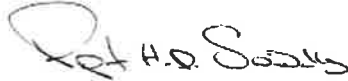
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9th day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 9th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

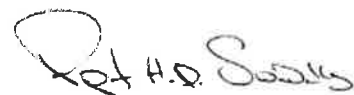
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this





Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



SECTION H
CERTIFICATE OF SUFFICIENCY

CERTIFICATE OF SUFFICIENCY

I, _____, Chief Legal Officer for **CITY OF RIDGELAND, MISSISSIPPI** do hereby certify that I have examined the agreement, contract bonds and evidence of insurance offered by the Contractor and I am of the opinion that each of the aforesaid documents is adequate and sufficient and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said documents on behalf of the respective parties named thereon; and that the foregoing documents constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

Name: _____

Date: _____



SECTION I.1

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term “Standard EJCDC Text” for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using “Track Changes” (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC’s sponsoring organizations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



SECTION I.2

SUPPLEMENTARY GENERAL CONDITION OF THE CONTRACT

SUPPLEMENTARY GENERAL CONDITIONS

Waggoner Engineering

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 Edition), and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.02.C.1 Delete in its entirety and replace with the following:

C. Day (*Terminology*):

1. The word “day” may mean a “calendar” day or a “work” day each as defined below. Contractor should refer to the bid documents for the subject project to determine the appropriate definition.

- a. A “calendar” day is 24 hours measured from midnight to the next midnight.
- b. A “work” day will consist of a calendar day (with the exception of the days listed below) on which weather conditions are such that Contractor could proceed with the construction operations for eight (8) daylight hours within the regular work hours, defined as 7:00 AM to 7:00 PM, Local Time, with the normal work forces engaged in performing phases of the work that should be in progress. Days not considered “work” days are as follows:
 - i. Saturdays and Sundays will not normally constitute work days.
 - ii. Certain Nationally recognized legal holidays specified as follows: New Year’s Day; Good Friday; Memorial Day; Independence Day; Labor Day; Veteran’s Day; Thanksgiving Day, Christmas Eve Day; and Christmas Day.
 - iii. Days on which delays are attributable to unforeseen disastrous phenomena of nature such as hurricanes, tornadoes, earthquakes, etc, which are deemed to unavoidably prevent prosecuting the work.”

SC-2.02 Delete in its entirety and replace with the following:

“Owner shall furnish to Contractor up to three (3) copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.”

SC-3.03 Add the following to subparagraph 3.03 B:

3.03.B.2 Coordination of Contract, Plans, and Specifications.
The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. In resolving conflicts, discrepancies, or errors in the various contract documents, the documents shall be given the order of precedence, as follows: Contract, Supplemental Agreement, Change Order, Addenda, Supplementary General Conditions, Plans, Specifications, General Conditions. In case of discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions. Cited standards for materials or testing and cited Specifications shall be considered as standard specifications. However, if in the Engineer's opinion, the requirements of a lower precedence document exceed those of a higher precedence document, the more stringent requirements of the lower precedence document shall be met by the Contractor.

Any table, gradation, size, dimension, rate, mix, method, nomenclature, pay item number, basis of payment, or method of measurement shown on the plans, which is at variance with the standard specifications, shall be considered an amendment or supplement to the applicable specification.

In case of differences between small and large scale drawings, the large drawings shall govern. Where in any of the drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply to other like portions of the work.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately request, in writing, that the Engineer provide an interpretation and decision, and such decision shall be final.

SC-5.03.C Add the following new paragraph 4.02.C:

5.02 Subsurface and Physical Conditions

C.1 – *Site Surveys*: Site survey information has been compiled from past records and limited field investigations and although stated with as much accuracy as possible, may contain errors or discrepancies. Contractor shall perform investigations as necessary to accomplish the Work. Any unknown item encountered that impacts the Work shall be handled under Article 5.03 of the General Conditions.

SC-5.07 Add the following new paragraph 5.07.A:

5.07 – Site Investigation and Representation

A. The Contractor acknowledges that he has satisfied himself with the nature and location of the Work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the Work; and all other matters which can in any effect the Work or the cost thereof under this Contract. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials and groundwater to be encountered from inspecting this site. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work. Neither the Owner nor the Engineer assumes responsibility for any conclusion or interpretation made by the Contractor.

SC-6.03.A Specific coverages and limits of liability for Contractor's Liability Insurance are as follows:

- A. Worker's Compensation and Employer's Liability Insurance, in accordance with all applicable State and Federal laws and endorsed specifically to include the following:
 - 1. Employer's Liability, including Occupational Disease, subject to a limit of liability of not less than \$1,000,000.
 - 2. Waiver of Subrogation in favor of the Owner, Waggoner Engineering, Inc., its officers, directors, employees, and all subconsultants.
- B. Comprehensive General Liability Insurance, with limits of \$1,000,000 per occurrence for bodily injury and property damage, with \$2,000,000 aggregate.
 - 1. Contractors' Protective Liability, covering liability for work sub-let.
 - 2. Contractual Liability, as required under 5.04.B.3 of the General Conditions.
 - 3. Coverage for damage due to collapse of or structural injury to any building or structure due to excavation, tunneling, pile driving, cofferdam or caisson work or dredging; to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof; to blasting or explosions; or to wires, conduits, pipes, mains, sewers, tanks, tunnels, or any other property below the surface of the ground.
 - 4. Broad Form Property Damage Coverage, by endorsement to Comprehensive General Liability.
 - 5. Products and Completed Operations Coverage, as required under 5.04.B.6 of the General Conditions, with limits of liability not less than \$1,000,000 and an aggregate limit of \$2,000,000.
 - 6. Waiver of Subrogation in favor of the Owner, Waggoner Engineering, Inc., its officers, directors, employees, and all subconsultants.

- C. Comprehensive Automobile Liability Insurance, with limits of \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall include any motor vehicle, whether owned, hired, or non-owned.

SC-6.03.B.6 Amend paragraph 6.03.B.6 of the Standard General Conditions to add the following sentence to the end of the paragraph:

“The attached Exhibit B is a sample Certificate of Liability Insurance with the appropriate modifications required for the provision or endorsement as referenced herein.”

SC-6.03.C Additional insureds are: City of Ridgeland, Waggoner Engineering, Inc., its officers, directors, employees, and all subconsultants.

SC-6.06 Delete paragraph 6.06 of the General Conditions in its entirety.

SC-7.03.C Amend paragraph 7.03.C of the General Conditions to add the following:

Regular work hours shall be defined as 7:00 AM to 7:00 PM, Local Time.

SC-7.07 Add the following new paragraph 7.07.N:

7.07 Concerning Subcontractors, Suppliers and Others

N. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent applicable, information about amounts paid to Contractor on Work performed for Contractor by a particular Subcontractor or Supplier.

SC-7.12 Add the following new paragraph 7.12.B:

7.12 Record Documents

B. Owner may withhold progress payments until record documents are properly updated. Final payments may not be made until all record documents are accepted in writing by Owner.

SC-7.17 Add the following new paragraph 7.17.F:

7.17 Contractor's General Warranty and Guarantee

F. Unless additional warranties are included in the technical specifications, the Contractor shall guarantee all Work for a period of one year following the date of Substantial Completion.

SC-7.20

Add the following new paragraph 7.20 to the General Conditions in its entirety:

7.20 *Responsibility for Work*

A. Until release of maintenance in accordance with Article 14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage by action of the elements or from any other cause, whether arising from the execution or the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, in accordance with the requirements of the contract, all injuries or damages to the work occasioned by any of the above causes before release of maintenance and shall bear the expense thereof.

B. If the Engineer determines the work has been properly prosecuted, constructed, protected and maintained and significant damage to the work is determined to be caused by unforeseeable occurrences beyond control of and without the fault or negligence of the Contractor, including but not restricted to federally declared natural disasters, acts of the public enemy, or acts of governmental authorities, the Contractor will be paid for repairing such damage at the contract unit prices for applicable items involved in making repairs.

C. When contract items are not applicable to repair of work damaged from such cause, a supplemental agreement may be entered into or such repairs may be accomplished under the provisions of Article 11.

D. If the Engineer determines that such repair work has not been properly prosecuted and maintained or determines that the Contractor has not taken all reasonable measures to provide adequate protection for partially completed or completed repair work, payment for repairs will not be made.

E. In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the work and shall take the precautions necessary to prevent damage to the work, provide for normal drainage, erect necessary temporary structures, signs or other facilities; shall maintain the work in such a manner as to fully carry out his responsibility for maintaining traffic as required under

the contract; shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the contract; and shall take adequate precautions to protect new tree growth and other vegetative growth against injury. Except when the suspension is ordered by the Engineer for the sole benefit of the Owner, all such protection and maintenance shall be performed by the Contractor without additional cost to the Owner.

SC-8.04

Add the following new paragraph 7.04 to the General Conditions in its entirety:

8.04 *Claims between Contractors*

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and sub-consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and

Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Time attributable to, Contractor may make a Claim for an extension of time in accordance with Article 12. An extension of the Contract Time shall be Contractor's exclusive remedy with respect to the Owner, Engineer, and construction coordinator for any delay, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

SC-14.02.A Add the following new sentence immediately following the first sentence of paragraph 14.02.A:

"Timely notice shall be as stated in the appropriate specification and no less than 24 hours prior to scheduling the Work."

SC-15.01.D.1 Delete paragraph 15.01.D.1 of the General Conditions in its entirety and replace with the following revised paragraph:

C. Payment Becomes Due

1. Ten days after approval of the Application for Payment by OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due and when due will be paid by Owner to Contractor. If Contractor is not paid within forty-five (45) calendar days from the day payments were due and payable, then said payments shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

SC-17.01 Delete paragraph 17.01 in its entirety and replace with the following revised paragraph:

17.01 Methods and Procedures

A. OWNER has not agreed to binding arbitration as a method and procedure for resolving disputes between OWNER and CONTRACTOR. OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.



HEMPCON365

DJACOBS

DATE (MM/DD/YYYY)

10/4/2024

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance P. O. Box 1490 Jackson, MS 39215	CONTACT Denise Jacobs, CAWC, CBIA		
	PHONE (A/C, No, Ext): (601) 960-7445	FAX (A/C, No): (601) 208-8465	
	E-MAIL ADDRESS: DJacobs@fbbins.com		
INSURED Hemphill Construction Company, Inc. Drawer 879 Florence, MS 39073	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: Travelers Property Casualty Company of America		25674
	INSURER C: Aspen American Insurance Co.		43460
	INSURER D: Markel-American Ins Co.		28932
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO015151406	2/1/2024	2/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000						
	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
	EBL AGGREGATE	\$ 2,000,000						
	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000						
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	BAP015151506	2/1/2024	2/1/2025	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	X	X	CUP8S59631224NF	2/1/2024	2/1/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A	X	WC015151306	2/1/2024	2/1/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Excess			CX00FD224	2/1/2024	2/1/2025		15,000,000
D	Builders Risk			BMO68291013	10/28/2024	10/28/2025	Ded: \$1,000	1,230,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference Only Project: H24194, Purple Creek Drainage Basin Improvements WEI#0023088.000

City of Ridgeland and Waggoner Engineering, Inc are included as additional insureds when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Ridgeland
100 W. School St.
Ridgeland, MS 39157

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fisher Brown Bottrell Insurance		NAMED INSURED Hemphill Construction Company, Inc. Drawer 879 Florence, MS 39073	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Certificate Wording

The General Liability, Automobile Liability & Umbrella Liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General Liability includes ongoing and completed operations for additional insureds when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. Blanket 30 day notice of cancellation to certificate holders in regards to General Liability, Auto Liability and Workers Compensation when required by written contract. Richard Rula and Stephen Rula are excluded from Workers Compensation coverage. All coverage is subject to policy terms, conditions and exclusions.



HEMPCON365

DJACOBS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2024

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PRODUCER Fisher Brown Bottrell Insurance P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Denise Jacobs, CAWC, CBIA	
	PHONE (A/C, No, Ext): (601) 960-7445	FAX (A/C, No): (601) 208-8465
INSURED City of Ridgeland 100 W. School St. Ridgeland, MS 39157	E-MAIL ADDRESS: DJacobs@fbbins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			OCP-MAR-0001196	10/28/2024	10/28/2026	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
	☒ Owner's & Contractor						MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$	
	OTHER:						\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
				PROPERTY DAMAGE (Per accident) \$				
				\$				
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED						\$	
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Reference Only Project: H24194, Purple Creek Drainage Basin Improvements WEI#0023088.000
Policy contains a blanket additional insured form for architects, engineers & surveyors per written contract.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



SECTION I.3

SUPPLEMENTARY CONDITION FOR SLFRF PROJECTS

SECTION 00 73 01

SUPPLEMENTARY CONDITIONS FOR SLFRF PROJECTS

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. This Section includes a list of [Related Sections](#) and [CAGE](#): Commercial and Government Entity
2. *CFR*: Code of Federal Regulation
3. *EEO*: Equal Employment Opportunity
4. *EPA*: U.S. Environmental Protection Agency
5. *GAO*: Government Accountability Office
6. *MCWI*: Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022
7. *MDEQ*: Mississippi Department of Environmental Quality
8. *NFE*: Non-Federal Entity
9. *OMB*: Office of Management and Budget
10. *Pub. L.*: Public Law of the United States
11. *CORBA*: City of Ridgeland Board of Alderman
12. RCRA: Resource Conservation and Recovery Act
13. *SLFRF*: Coronavirus State and Local Fiscal Recovery Funds
14. *Telecom*: Telecommunications
15. USC: United States Code
16. Reference Standards (codes, laws, ordinances, executive orders rules, and regulations) that amend or supplement the Standard General Conditions of the Construction Contract.
 - a. This Section, [Related Sections](#), and [CAGE](#): Commercial and Government Entity
17. *CFR*: Code of Federal Regulation
18. *EEO*: Equal Employment Opportunity
19. *EPA*: U.S. Environmental Protection Agency
20. *GAO*: Government Accountability Office
21. *MCWI*: Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022

22. *MDEQ*: Mississippi Department of Environmental Quality
23. *NFE*: Non-Federal Entity
24. *OMB*: Office of Management and Budget
25. *Pub. L.*: Public Law of the United States
26. *CORBA*: City of Ridgeland Board of Alderman
27. *RCRA*: Resource Conservation and Recovery Act
28. *SLFRF*: Coronavirus State and Local Fiscal Recovery Funds
29. *Telecom*: Telecommunications
30. *USC*: United States Code
 - a. Reference Standards are supplementary to other regulation and requirements mentioned or referenced elsewhere in the Contract Documents.
 - b. This Section and [Related Sections](#) shall incorporate referenced code, laws, ordinances, executive orders rules, and regulations.
 - 1) These references shall have full force and effect as though printed in full in these Specifications.
 - 2) The Contractor is assumed to be and shall be familiar with these references, including having readily available access to these references.
 - c. The applicable edition of referenced codes, laws, ordinances, executive orders rules, and regulations shall be that currently adopted at the time of issuance the Notice of Commencement by the authority having jurisdiction and shall include all modifications and additions adopted by that authority.
 - d. Referenced codes, laws, ordinances, executive orders rules, regulations, and other authorities referenced in the Contract Documents are not a comprehensive list of all Codes applicable to the Work; these references are for the information and convenience of the Contractor.
 - 1) There is **NO WARRANTY EXPRESSED OR IMPLIED** that all referenced codes, laws, ordinances, executive orders rules, and regulations applicable to the Work have been cited or adequately described in the Contract Documents.
 - 2) The Contractor is solely responsible for compliance with all codes, laws, ordinances, executive orders rules, and regulations applicable to the Work and relevant to the Contractor's means and methods of performing said Work.
 - e. Contractor shall be familiar with and conform to all applicable federal, state, and local codes, laws, ordinances, rules and regulations, whether or not referenced in the Contract Documents. Compliance with applicable requirements is the responsibility of the Contractor.

- f. Where specified requirements differ from the requirements of applicable referenced codes, laws, ordinances, executive orders rules, and regulations, the more stringent requirements shall take precedence with no change in Contract Sum or Contract Time.

31. This Section also includes a list of abbreviations appearing in [Related Sections](#) of 00 73 01 Supplementary Conditions.

B. Related Requirements

1. Project Drawings and other sections not specifically listed but incidental to the work.
2. Contractor must comply with all applicable laws, regulations, and requirements of the following:
 - a. The United States of America or any agency thereof;
 - b. State of Mississippi or any agency thereof,
 - c. and any local government or political subdivision thereof to the extent that such requirements do not conflict with Federal laws and regulations.

3. *Related Sections*

of Pages

- a. Section 00 73 10 Subaward Terms and Conditions for Contracted Parties 8
- b. Section 00 73 20 Domestic Preference for Procurements 2
- c. Section 00 73 36 Equal Employment Opportunity Requirements 4
- d. Section 00 73 39 Minority Business Enterprise Requirements 2
- e. Section 00 73 40 Compliance with Davis-Bacon Act (29 CFR § 5.5) 17
- f. Section 00 73 41 Contract Work Hours and Safety Standards Act 2
- g. Section 00 73 42 Anti-Lobbying Requirements 4
- h. Section 00 73 46 Wage Determination Schedule 8
- i. Section 00 73 53 Anti-Pollution Measures 2
- j. Section 00 73 60 Prohibition on Covered Telecom Equipment or Services 4
- k. Section 00 73 70 Suspension and Debarment4

1.02 REFERENCES

A. Abbreviations and Acronyms

1. *CAGE*: Commercial and Government Entity
2. *CFR*: Code of Federal Regulation
3. *EEO*: Equal Employment Opportunity

4. *EPA*: U.S. Environmental Protection Agency
5. *GAO*: Government Accountability Office
6. *MCWI*: Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022
7. *MDEQ*: Mississippi Department of Environmental Quality
8. *NFE*: Non-Federal Entity
9. *OMB*: Office of Management and Budget
10. *Pub. L.*: Public Law of the United States
11. *CORBA*: City of Ridgeland Board of Alderman
12. *RCRA*: Resource Conservation and Recovery Act
13. *SLFRF*: Coronavirus State and Local Fiscal Recovery Funds
14. *Telecom*: Telecommunications
15. *USC*: United States Code

B. Reference Standards

1. [Air Pollution Prevention and Control, 42 U.S.C. §§ 7401-7671q.](#)
2. [Certification Regarding Lobbying, Appendix A, 44 CFR Part 18](#)
3. [Comprehensive Procurement Guideline for Products Containing Recovered Materials, 40 CFR 247](#)
4. [Contract Work Hours and Safety Standards, 40 USC 37](#)
5. [Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States, 29 CFR 3](#)
6. [Coronavirus State and Local Fiscal Recovery Funds, 31 CFR 35 Subpart A](#)
7. [Davis-Bacon Poster, WH-1321](#)
8. [Defining and Delimiting the Exemptions for Executive, Administrative, Professional, Computer and Outside Sales Employees, 29 CFR 541](#)
9. [Domestic preferences for procurements, 2 CFR § 200.322](#)
10. [Equal Employment Opportunity in Apprenticeship, 29 CFR Part 30](#)
11. [Equal Employment Opportunity, Executive Order 11246](#)
12. [Establishing a Minimum Wage for Contractors, Executive Order 13658](#)
13. [Establishing Paid Sick Leave for Federal Contractors, Executive Order 13706](#)

14. [Governmentwide Debarment and Suspension \(Nonprocurement\), 31 CFR 19](#)
15. [Increasing the Minimum Wage for Federal Contractors, Executive Order 14026](#)
16. [John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 § 889\(b\)](#)
17. [Kickbacks from public works employees, 18 USC § 874](#)
18. [Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction, 29 CFR 5](#)
19. [Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, 31 U.S.C. § 1352](#)
20. [Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program, 11 Miss. Code R. § 10-1](#)
21. [Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Miss. Code Ann. § 49-2-131](#)
22. [Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR 60](#)
23. [Prohibition on certain telecommunications and video surveillance services or equipment, 2 CFR § 200.216](#)
24. [Regulations governing contractors and subcontractors, 40 USC § 3145](#)
25. [Responsibilities of Participants Regarding Transactions Doing Business with Other Persons, 2 CFR Part 180, subpart C](#)
26. [Responsibilities of Participants Regarding Transactions, 2 CFR Part 3000, subpart C](#)
27. [Solid Waste Disposal Act, 42 USC Ch. 82](#)
28. [Statements or entries generally, 18 USC 1001](#)
29. [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200](#)
30. [Wage Rate Requirements, 40 USC Ch. 31 Subchapter IV](#)
31. [Water Pollution Prevention and Control, 33 U.S.C. § 1251-1387](#)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 PROJECT DOCUMENT BOARD

Due to various notice and posting requirements, a suitable document board must be provided on site for all the required posters and other information. Where necessary, document board must be weatherization to protect all the documents.

At a minimum, project document board must be large enough to accommodate the postings of:

1. A description of the project (8½ x 11 Sheet); and
2. Required wage determinations; and
3. Davis Bacon Posters of the Davis Bacon Act (a provision of the federal capitalization grant requirements); and
4. Required E.E.O. posters.

END OF SECTION

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SECTION 00 73 10

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Subaward terms and conditions for contracted parties required by MWCI Subaward Agreement.
2. Information related to regulatory requirements for contracts Non-Federal Entity (NFE) contracts under Federal awards and Contract provisions for Non-Federal Entity (NFE) contracts under Federal awards.

B. Related Requirements:

1. Project Drawings and other sections not specifically listed but incidental to the work.
2. Section 00 73 01 Supplementary Conditions for SLFRF Projects, related Subsections, and references.

1.02 REFERENCES

A. Abbreviations and Acronyms

1. *CFR*: Code of Federal Regulation
2. *GAO*: Government Accountability Office
3. *MCWI*: Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022
4. *MDEQ*: Mississippi Department of Environmental Quality
5. *NFE*: Non-Federal Entity
6. *CORBA*: *City of Ridgeland Board of Alderman*

B. Definitions

1. *Contractor*: Contractor means an entity that receives a contract.
2. *Non-Federal Entity*: A state, local government, Indian tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.
3. *Subaward*: An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
4. *Subrecipient*: An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.

C. Reference Standards

1. The following documents are incorporated by reference into this contract:
 - a. [Governmentwide Debarment and Suspension \(Nonprocurement\), 31 CFR 19](#)
 - b. [Coronavirus State and Local Fiscal Recovery Funds, 31 CFR 35 Subpart A](#)
 - c. [Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program, 11 Miss. Code R. § 10-1](#)
 - d. [Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Miss. Code Ann. § 49-2-131](#)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

- A. The Contracted Party certifies that:
 1. It is either a
 - a. state agency,
 - b. a validly organized business that is authorized to do business in the state of Mississippi,
 - c. a nongovernmental organization, or
 - d. a political subdivision of the state of Mississippi with valid authority to enter into this agreement; and,
 2. entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and,
 3. notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

3.03 DEBARMENT AND SUSPENSION

- A. Contractor certifies to the best of its knowledge and belief, that it:
1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 2. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 3. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 4. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in [3.03A.2](#) and [3.03A.3](#) above; and,
 5. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. This agreement is subject to 31 CFR § 19.

3.04 INDEMNIFICATION

- A. To the extent allowed by state law, the Contractor agrees to:
1. Indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors;
 2. from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost;
 3. including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

3.05 RELATIONSHIP STATUS

- A. The Contractor acknowledges and agrees that MDEQ:
 - 1. Is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as “vendor”).
 - 2. The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.
- B. Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ;
 - 1. Does not assume any authorities, duties, responsibilities, or liabilities under such contract.
 - 2. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party.
 - 3. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.
- C. MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party.
 - 1. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party.
 - 2. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications, or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

3.07 ACCESS TO RECORDS

- A. Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party then the Government Accountability Office, MDEQ, the State or any duly authorized representatives:
 - 1. Shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents.
 - 2. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents.
- B. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed.
- C. However, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period,
 - 1. the records shall be retained for one (1) year after all issues arising out of the action are finally resolved,
 - 2. or until the end of the ten (10) year period, whichever is later.
- D. Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:
 - 1. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
 - 2. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
 - 3. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

3.08 RECORD RETENTION AND RIGHT TO AUDIT

- A. The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records,
 - 1. as may be prescribed by the MDEQ or
 - 2. by applicable federal and state laws, rules, and regulations.
- B. Contracted Party shall retain these records for a period of ten (10) years after final payment.
- C. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General.
- D. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period,
 - 1. the records must be retained until all litigation, claims, investigations, or
 - 2. audit findings involving the records have been resolved and final action taken.

3.09 RIGHT TO INSPECT WORK; SITE ACCESS

- A. MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder.
- B. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.
- C. The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder.
- D. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.
- E. The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

3.10 CONFLICT OF INTEREST

- A. The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder.
- B. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.
- C. The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

3.11 COOPERATION AND EVALUATION

- A. The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- B. Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

END OF SECTION

SECTION 00 73 20

DOMESTIC PREFERENCE FOR PROCUREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Procurement preference for the purchase, acquisition, use of goods, products, or materials produced in the United States.

B. Related Requirements:

1. Project Drawings and other sections not specifically listed but incidental to the work.
2. Section 00 73 01 Supplementary Conditions for SLFRF Projects, related Subsections, and references.

1.02 REFERENCES

A. Reference Standards

1. The following documents are incorporated by reference into this contract:
 - a. [Domestic preferences for procurements, 2 CFR § 200.322](#)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 DOMESTIC PREFERENCE FOR PROCUREMENTS

- A. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

1. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
2. For purposes of this clause:
 - a. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- B. The requirements of [3.01](#) must be included in all subawards including all Contracts and purchase orders for work or products under this award.

END OF SECTION

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SECTION 00 73 36

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Equal Employment Opportunity requirements for contractors and subcontractors engaged in construction work using federal funds.
2. This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”
3. Contractors and subcontractors engaged in construction work under this contract must include the equal opportunity clause found in 2 CFR Part 200, unless otherwise stated in 41 CFR Part 60.

B. Related Requirements:

1. Project Drawings and other sections not specifically listed but incidental to the work.
2. Section 00 73 01 Supplementary Conditions for SLFRF Projects, related Subsections, and references.

1.02 REFERENCES

A. Abbreviations and Acronyms

1. *CFR*: Code of Federal Regulation
2. *EEO*: Equal Employment Opportunity
3. *USC*: United States Code

B. Definitions

1. *Contract*: Any Government contract or subcontract or any federally assisted construction contract or subcontract.
2. *Construction Work*: The construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
3. *Federally Assisted Construction Contract*: Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan,

insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

C. Reference Standards

1. The following documents are incorporated by reference into this contract:
 - a. [Equal Employment Opportunity, Executive Order 11246](#)
 - b. [Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR 60](#)
 - c. [Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards, 2 CFR 200](#)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of this contract, the contractor agrees as follows:
 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
 2. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - a. Such action shall include, but not be limited to the following:
 - 1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
 - 2) Layoff or termination; rates of pay or other forms of compensation; and
 - 3) Selection for training, including apprenticeship.
 3. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 5. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

- a. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information,
 - 1) Unless such disclosure is in response to a formal complaint or charge;
 - 2) In furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer; or
 - 3) Is consistent with the contractor's legal duty to furnish information.
6. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding;
 - a. A notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section; and
 - b. Shall post copies of the notice in conspicuous places available to employees and applicants for employment.
7. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
8. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
9. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- B. The contractor will include in every subcontract or purchase order the provisions of [3.01 A](#) in its entirety unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

- C. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 1. Provided, however, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- D. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:
 - 1. Provided, the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- E. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- F. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.
- G. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee);
 - 2. Refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and
 - 3. Refer the case to the Department of Justice for appropriate legal proceedings.

END OF SECTION

SECTION 00 73 39

MINORITY BUSINESS ENTERPRISE REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Information related to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
2. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms clause found in 2 CFR § 200.321 must be included in any subcontracts subordinate to this contract.

B. Related Requirements:

1. Project Drawings and other sections not specifically listed but incidental to the work.
2. Section 00 73 01 Supplementary Conditions for SLFRF Projects, related Subsections, and references.

1.02 REFERENCES

A. Abbreviations and Acronyms

1. *CFR*: Code of Federal Regulation
2. *USC*: United States Code

B. Reference Standards

1. The following documents are incorporated by reference into this contract:
 - a. [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200](#)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 AFFIRMATIVE SOCIOECONOMIC STEPS

- A. Affirmative steps must include:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- B. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

END OF SECTION

SECTION 00 73 40

COMPLIANCE WITH DAVIS-BACON ACT (29 CFR § 5.5)

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Information related to regulatory requirements of the “Davis Bacon Act” and governing:
 - a. Wage rates paid laborers and mechanics employed in construction work under this contract.
 - b. Pay frequency to laborers and mechanics employed in construction work under this contract.
2. Per Department of Labor’s implementing regulations for the Davis-Bacon Act, contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)20 into any subcontracts.

B. Related Requirements:

1. Project Drawings and other sections not specifically listed but incidental to the work.
2. Section 00 73 01 Supplementary Conditions for SLFRF Projects, related Subsections, and references.
3. For minimum wage rates paid laborers and mechanics employed in construction work under this contract see Section 00 73 46 Wage Determination Schedule.

1.02 REFERENCES

A. Abbreviations and Acronyms

1. *CFR*: Code of Federal Regulation
2. *EEO*: Equal Employment Opportunity
3. *NFE*: Non-Federal Entity
4. *CORBA*: *City of Ridgeland Board of Alderman*
5. *USC*: United States Code

B. Definitions

1. *Laborer or Mechanic*: Includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial.
 - a. This includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- b. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual.
- c. Persons employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541 are not deemed to be laborers or mechanics.
- d. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of 29 CFR 541, are laborers and mechanics for the time so spent.

C. Reference Standards

- 1. The following documents are incorporated by reference into this contract:
 - a. [Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States, 29 CFR 3](#)
 - b. [Davis-Bacon Poster, WH-1321](#)
 - c. [Defining and Delimiting the Exemptions for Executive, Administrative, Professional, Computer and Outside Sales Employees, 29 CFR 541](#)
 - d. [Equal Employment Opportunity in Apprenticeship, 29 CFR Part 30](#)
 - e. [Equal Employment Opportunity, Executive Order 11246](#)
 - f. [Kickbacks from public works employees, 18 USC § 874](#)
 - g. [Regulations governing contractors and subcontractors, 40 USC § 3145](#)
 - h. [Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction, 29 CFR 5](#)
 - i. [Statements or entries generally, 18 USC 1001](#)
 - j. [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200](#)
 - k. [Wage Rate Requirements, 40 USC Ch. 31 Subchapter IV](#)

1.03 SUBMITTALS

- A. [Optional Form, WH-347](#)
- B. [Statement of Compliance, OMB No. 1215-0149](#)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 MINIMUM WAGES.

- A. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
1. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph [3.01D](#) of this section.
 2. Also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
 3. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [3.02C](#).
 4. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:
 - a. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
 - b. The wage determination (including any additional classification and wage rates conformed under paragraph [3.01A.2](#) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- B. The contracting officer shall do the following:
1. Require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- 2. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.
 - a. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 3. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 4. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs [3.01B.2](#) or [3.01B.3](#) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- C. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- D. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3.02 WITHHOLDING.

- A. The City of Ridgeland shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.
- B. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guar-antee of funds until such violations have ceased.

3.03 PAYROLLS AND BASIC RECORDS.

- A. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years there-after for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contribu-tions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.
 - a. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
 - b. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentice-ship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

B. The contractor shall:

1. Submit weekly for each week in which any contract work is performed a copy of all payrolls to the OMB if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City of Ridgeland.
 - a. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals.
 - b. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.
 - c. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.
 - d. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the OMB if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City of Ridgeland, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.
 - e. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
2. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

3. The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH-347](#) shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph [3.03B.2](#) of this section.
 4. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- C. The contractor or subcontractor shall make the records required under paragraph [3.03A](#) of this section available for inspection, copying, or transcription by authorized representatives of the City of Ridgeland or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.
1. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.
 2. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

3.04 APPRENTICES AND TRAINEES.

A. Apprentices

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office.
2. Or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
3. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program.
4. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
5. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

6. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
7. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey-men hourly rate specified in the applicable wage determination.
8. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
9. If the Administrator determines that a different practice pre-vails for the applicable apprentice clas-sification, fringes shall be paid in accordance with that determination.
10. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an accept-able program is approved.

B. Trainees.

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.
2. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.
3. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journey-man hourly rate specified in the applicable wage determination.
4. Trainees shall be paid fringe benefits in accord-ance with the provisions of the trainee program.
5. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.
6. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

7. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

C. Equal employment opportunity.

1. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

3.05 COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

A. Contractor.

1. The contractor shall comply with 18 USC § 874, 40 USC § 3145.
2. The contractor shall also comply with the requirements of 29 CFR 3 as may be applicable.
3. The aforementioned items are incorporated by reference into this contract.

B. Subcontracts.

1. The contractor or subcontractor shall insert in any subcontracts 3.10 A in its entirety and such other clauses as appropriate instructions require.
2. The contractor or subcontractor shall also insert a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
3. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach.

1. breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR. § 5.12."

3.06 SUBCONTRACTS.

- A. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City of Ridgeland may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
- B. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

3.07 CONTRACT TERMINATION; DEBARMENT.

- A. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

3.08 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS.

- A. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

3.09 DISPUTES CONCERNING LABOR STANDARDS.

- A. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.
- B. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

3.10 CERTIFICATION OF ELIGIBILITY.

- A. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- B. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- C. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

3.11 ATTACHMENTS

- A. Davis-Bacon poster, WH-1321
- B. Optional Form, WH-347
- C. Statement of Compliance, OMB No. 1215-0149

END OF SECTION

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



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PAYROLL

(For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR

OR SUBCONTRACTOR

ADDRESS

PAYROLL NO.

FOR WEEK ENDING:

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (# g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

STATEMENT OF COMPLIANCE

Form Approved
OMB No. 1215-0149
Expires June 30, 2000

The public reporting burden for this collection of information is estimated to average 18 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (1215-0149). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ORGANIZATION. RETURN THE COMPLETED FORM TO THE CONTRACTING OFFICER.

1. PAYROLL NUMBER	2. PAYROLL PAYMENT DATE (YYYYMMDD)	3. CONTRACT NUMBER	4. DATE (YYYYMMDD)
-------------------	------------------------------------	--------------------	--------------------

I, _____, do hereby state
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____

(Contractor or subcontractor)

on the _____; that during the payroll period commencing on the _____ day of _____

(Building or work)

_____ and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person

(Contractor or subcontractor)

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (Craft)	EXPLANATION

5. REMARKS

6. NAME (Last, First, Middle Initial)

7. TITLE

8. SIGNATURE

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

**INSTRUCTIONS FOR PREPARATION OF DD FORM 879,
STATEMENT OF COMPLIANCE**

This statement of compliance meets requirements resulting from the Davis-Bacon Act (40 U.S.C. 276a - 276a-7). Under this law, the contractor is required to pay minimum wage rates and fringe benefits as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to approved plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of its payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that either it is paying fringes required by the contract to approved plans, funds, or programs, or it is paying employees cash in lieu of fringes. Detailed instructions follow:

CONTRACTORS THAT PAY ALL REQUIRED FRINGE BENEFITS

A contractor that pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall show on the face of the payroll the basic cash hourly rate and overtime rate paid to employees. Such a contractor shall check Section 4(a) of the statement to indicate that payment is also being made to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

CONTRACTORS THAT PAY NO FRINGE BENEFITS

A contractor that pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$X.XX/\$X.XX. In addition, the contractor shall mark Section 4(b) of the statement to indicate that payment of fringe benefits is being made in cash directly to employees. Any exceptions shall be noted in Section 4(c).

USE OF SECTION 4(c), EXCEPTIONS

Any contractor that is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may mark, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

SECTION 00 73 41

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Required contract provisions in compliance with Contract Work Hours and Safety Standards Act.
2. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

B. Related Requirements:

1. Project Drawings and other sections not specifically listed but incidental to the work.
2. Section 00 73 01 Supplementary Conditions for SLFRF Projects, related Subsections, and references.

1.02 REFERENCES

A. Abbreviations and Acronyms

1. *CFR*: Code of Federal Regulation
2. *CORBA*: City of Ridgeland Board of Alderman
3. *USC*: United States Code

B. Definitions

1. *Contractor*: Contractor means an entity that receives a contract.
2. *Laborer or Mechanic*: Apprentices, trainees, helpers, watchmen, or guards; does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual.
3. *Subcontractor*: Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.
4. *Workweek*: A fixed and regularly recurring period of 168 hours—seven (7) consecutive 24-hour periods. It need not coincide with the calendar week but may begin on any day and at any hour of the day.

C. Reference Standards

1. The following documents are incorporated by reference into this contract:
 - a. [Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction, 29 CFR Part 5](#)
 - b. [Contract Work Hours and Safety Standards, 40 USC 37](#)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 OVERTIME REQUIREMENTS.

- A. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

3.02 VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES.

- A. In the event of any violation of the clause set forth in paragraph [3.01](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages.
- B. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.
- C. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph [3.01](#) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph [3.01](#) of this section.

3.03 WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES.

- A. The City of Ridgeland shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph [3.02](#) of this section.

3.04 SUBCONTRACTS.

- A. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph [3.01](#) through [3.04](#) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
- B. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph [3.01](#) through [3.04](#) of this section.

END OF SECTION

SECTION 00 73 47

ANTI-LOBBYING REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Information related to Byrd Anti-Lobbying Amendment clause and certification for Non-Federal Entity (NFE) contracts under Federal awards.

B. Related Requirements:

1. Related Requirements:
 - a. Project Drawings and other sections not specifically listed but incidental to the work.
 - b. Section 00 73 01 Supplementary Conditions for SLFRF Projects, related Subsections, and references.

1.02 REFERENCES

A. Abbreviations and Acronyms

1. *CFR*: Code of Federal Regulation
2. *NFE*: Non-Federal Entity
3. *CORBA*: *City of Ridgeland Board of Alderman*
4. *USC*: United States Code

B. Reference Standards

1. The following documents are incorporated by reference into this contract:
 - a. [Certification Regarding Lobbying, Appendix A, 44 CFR Part 18](#)
 - b. [Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, 31 U.S.C. § 1352](#)

1.03 SUBMITTALS

A. Certification Regarding Lobbying

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

A. Prime Contractors:

1. Contractors who apply or bid for an award of more than \$100,000 shall file a Certification Regarding Lobbying.
2. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
3. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency

B. Subcontractors

1. The Contractor shall insert the substance of [3.01](#) in all subcontracts and other contractual instruments for subcontracts of more than \$100,000.

3.02 ATTACHMENTS

A. Certification Regarding Lobbying

END OF SECTION

APPENDIX A TO PART 18—CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Hemphill Construction Company, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Date

Richard A. Rula, President

Name and Title of Contractor's Authorized Official

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SECTION 00 73 46

WAGE DETERMINATION SCHEDULE

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Schedule of minimum wage rates paid laborers and mechanics employed in construction work under this contract.

B. Related Requirements:

1. Section 00 73 40 Compliance with Davis-Bacon Act (29 CFR § 5.5)

1.02 REFERENCES

A. Abbreviations and Acronyms

1. CFR: Code of Federal Regulation
2. USC: United States Code

B. Reference Standards

1. The following documents are incorporated by reference into this contract:
 - a. [Establishing a Minimum Wage for Contractors, Executive Order 13658](#)
 - b. [Establishing Paid Sick Leave for Federal Contractors, Executive Order 13706](#)
 - c. [Increasing the Minimum Wage for Federal Contractors, Executive Order 14026](#)
 - d. [Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction, 29 CFR 5](#)
 - e. [Wage Rate Requirements, 40 USC Ch. 31 Subchapter IV](#)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 ATTACHMENTS

- A. [Davis-Bacon Act WD # MS20230101](#) end of section

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GENERAL DECISION NUMBER: MS20240101 01/05/2024

Superseded General Decision Number: MS20230101

State: Mississippi

Construction Type: Highway

County: Madison County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

MODIFICATION NUMBER PUBLICATION DATE

0

1/5/2024

*SUMS2010-024 08/04/2014	RATES	FRINGES
CARPENTER (Form Work Only)	\$13.30**	\$0.87
CARPENTER (Exclude Form Work)	\$13.49**	\$0.87
CEMENT MASON/CONCRETE FINISHER	\$14.99**	\$0.00
ELECTRICIAN	\$21.80	\$7.93
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	\$16.79**	\$0.00
INSTALLER – Guardrail	\$11.51**	\$0.00
IRONWORKER, Reinforcing	\$15.06**	\$0.00
LABORER: Asphalt Includes Raking, Shoveling, Spreading; and Distributor	\$11.46**	\$0.00
LABORER: Common or General	\$10.12**	\$0.00
LABORER: Concrete Worker	\$10.69**	\$0.00
LABORER: Flagger	\$9.10**	\$0.00
LABORER: Grade Checker	\$12.77**	\$0.00
LABORER: Landscape	\$9.56**	\$0.00
LABORER: Mason Tender - Cement/Concrete	\$11.08**	\$0.00
LABORER: Pipelayer	\$10.76**	\$0.00
LABORER: Laborer-Cones/Barricades/Barrels - Setter/Mover/Sweeper	\$10.38**	\$0.00
OPERATOR: Asphalt Spreader	\$16.03**	\$0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$14.66**	\$0.00
OPERATOR: Boring Machine	\$15.14**	\$0.00
OPERATOR: Broom/Sweeper	\$11.04**	\$0.00
OPERATOR: Bulldozer	\$14.71**	\$0.00

OPERATOR: Concrete Saw	\$15.68**	\$0.00
OPERATOR: Crane	\$18.32**	\$0.00
OPERATOR: Distributor	\$12.59**	\$0.00
OPERATOR: Drill	\$19.22**	\$0.00
OPERATOR: Grader/Blade	\$14.90**	\$0.00
OPERATOR: Loader	\$12.00**	\$0.00
OPERATOR: Mechanic	\$15.71**	\$0.00
OPERATOR: Milling Machine	\$15.12**	\$0.00
OPERATOR: Oiler	\$12.33**	\$0.00
OPERATOR: Paver (Asphalt, Aggregate, And Concrete)	\$17.13**	\$0.00
OPERATOR: Piledriver	\$15.13**	\$0.00
OPERATOR: Roller (All Types)	\$11.58**	\$0.00
OPERATOR: Scraper	\$13.15**	\$0.00
OPERATOR: Tractor	\$11.64**	\$0.00
OPERATOR: Trencher	\$15.00**	\$0.00
TRUCK DRIVER: Flatbed Truck	\$13.79**	\$0.00
TRUCK DRIVER: Lowboy Truck	\$11.00**	\$0.00
TRUCK DRIVER: Mechanic	\$15.71**	\$0.00
TRUCK DRIVER: Off the Road Truck	\$12.29**	\$0.00
TRUCK DRIVER: Water Truck	\$9.68**	\$0.00
TRUCK DRIVER: Dump Truck (All Types)	\$11.56**	\$0.00
TRUCK DRIVER: Semi/Trailer Truck	\$15.81**	\$0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

****Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information.**

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

UNION RATE IDENTIFIERS

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

SURVEY RATE IDENTIFIERS

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications

and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

UNION AVERAGE RATE IDENTIFIERS

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- An existing published wage determination
- A survey underlying a wage determination
- A Wage and Hour Division letter setting forth a position on a wage determination matter
- A conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

- 4) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION 00 73 53

ANTI-POLLUTION MEASURES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Information related to pollution controls and recycling requirements for construction contracts under Federal awards.

B. Related Requirements:

1. Project Drawings and other sections not specifically listed but incidental to the work.
2. Section 00 73 01 Supplementary Conditions for SLFRF Projects, related Subsections, and references.

1.02 REFERENCES

A. Abbreviations and Acronyms

1. *CFR*: Code of Federal Regulation
2. *EPA*: U.S. Environmental Protection Agency
3. *RCRA*: Resource Conservation and Recovery Act
4. *USC*: United States Code

B. Reference Standards

1. The following documents are incorporated by reference into this contract:
 - a. [Air Pollution Prevention and Control, 42 U.S.C. §§ 7401-7671q.](#)
 - b. [Comprehensive Procurement Guideline for Products Containing Recovered Materials, 40 CFR 247](#)
 - c. [Water Pollution Prevention and Control, 33 U.S.C. § 1251-1387](#)
 - d. [Solid Waste Disposal Act, 42 USC Ch. 82](#)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. All parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to the City of Ridgeland and understands and agrees that the City of Ridgeland will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

- PROCUREMENT OF RECOVERED MATERIALS**
- A. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - B. Information about this requirement along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program> The Contractor also agrees to comply with all other applicable requirements of the Solid Waste Disposal Act.
- END OF SECTION**

SECTION 00 73 60

PROHIBITION ON COVERED TELECOM EQUIPMENT OR SERVICES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Information related to regulatory requirements and prohibitions on contracting for covered telecom equipment or services.

B. Related Requirements:

1. Project Drawings and other sections not specifically listed but incidental to the work.
2. Section 00 73 01 Supplementary Conditions for SLFRF Projects, related Subsections, and references.

1.02 REFERENCES

A. Abbreviations and Acronyms

1. *CAGE*: Commercial and Government Entity
2. *CFR*: Code of Federal Regulation
3. *Telecom*: Telecommunications
4. *Pub. L.*: Public Law of the United States

B. Definitions

1. *Backhaul*: Intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
2. *Covered foreign country*: The People's Republic of China.

3. *Covered telecommunications equipment or services:*
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
4. *Interconnection arrangements:* Arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
5. *Reasonable inquiry:* An inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.
6. *Roaming:* Cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. *Substantial or essential component:* Any component necessary for the proper function or performance of a piece of equipment, system, or service.

C. Reference Standards

1. The following documents are incorporated by reference into this contract:
 - a. [John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 § 889\(b\)](#)
 - b. [Prohibition on certain telecommunications and video surveillance services or equipment, 2 CFR § 200.216](#)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 PROHIBITIONS.

- A. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- B. Unless an exception in [3.02](#) applies, the contractor and its subcontractors may not use Federal grant, cooperative agreement, loan, or loan guarantee funds to:
 - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3.02 EXCEPTIONS.

- A. This clause does not prohibit contractors from providing:
 - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- B. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

3.03 REPORTING REQUIREMENT.

- A. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in [3.03 B](#) to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- B. The Contractor shall report the following information pursuant to [3.03 A](#):
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in [3.03 B. 1](#): Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

3.04 SUBCONTRACTS.

- A. The Contractor shall insert the substance of Section 00 73 60 in all subcontracts and other contractual instruments.

END OF SECTION

SECTION 00 73 70

SUSPENSION AND DEBARMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Information related to Federal non-procurement debarment and suspension.
2. Information related to the responsibilities of participants regarding transactions.

B. Related Requirements:

1. Project Drawings and other sections not specifically listed but incidental to the work.
2. Section 00 73 01 Supplementary Conditions for SLFRF Projects, related Subsections, and references.

1.02 REFERENCES

A. Abbreviations and Acronyms

1. *CFR*: Code of Federal Regulation
2. *NFE*: Non-Federal Entity
3. *OMB*: Office of Management and Budget
4. *USC*: United States Code

B. Reference Standards

1. The following documents are incorporated by reference into this contract:
 - a. [Responsibilities of Participants Regarding Transactions Doing Business with Other Persons, 2 CFR Part 180, subpart C](#)
 - b. [Responsibilities of Participants Regarding Transactions, 2 CFR Part 3000, subpart C](#)

1.03 SUBMITTALS

- A. Federal Debarment Certification Form is to be submitted as part of the proposal package.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 SUSPENSION AND DEBARMENT

- A. Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR 1986 Comp., p. 189) and 12689 (3 CFR 1989 Comp., p. 235), “Debarment and Suspension.”
- B. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 1. This contract is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000.
 - a. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
 - 2. The Contractor must comply with 2 CFR 180, subpart C and 2 CFR 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - 3. This certification is a material representation of fact relied upon by the City of Ridgeland.
 - a. If it is later determined that the Contractor did not comply with 2 CFR 180, subpart C and 2 CFR 3000, subpart C, in addition to remedies available to the City of Ridgeland, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - 4. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, subpart C and 2 CFR 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.
 - a. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.02 ATTACHMENTS

- A. Federal Debarment Certification Form

END OF SECTION

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON PAGE TWO (2) OF THIS FORM WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Hemphill Construction Company, Inc.

Company Name

Richard A. Rula, President

Name and Title of Authorized Representative



Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



SECTION J.1

PROJECT SPECIAL CONDITIONS

SECTION J.1
SPECIAL CONDITIONS

1-01 GENERAL

- A. The following Special Conditions consist of special requirements which shall apply to this project and to the CONTRACTOR executing the work.
- B. The information contained in these special conditions and technical specifications shall supersede information contained in NSPE, EDA, CDBG or SRF General Conditions if any found elsewhere herein.
- C. OWNER shall furnish to CONTRACTOR up to three (3) copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- D. Protect the finished work from damage and loss resulting from carelessness or by reason of the elements and from all other causes until the entire work is completed and accepted. The work is entirely at the CONTRACTOR'S risk. The OWNER assumes no responsibility or obligation whatsoever for damage or loss to the work.
- E. At all times protect existing work and adjacent property. Correct all damage thereto caused by construction operations of the CONTRACTOR'S employees at the expense of the CONTRACTOR, and to the complete satisfaction of the OWNER and ENGINEER.
- F. **CONSTRUCTION SAFETY IS A PROJECT REQUIREMENT.** The CONTRACTOR shall be responsible for providing Safety equipment and or methods necessary for the safe prosecution of the work by his personnel and the personnel of any sub-contractors, as well as providing safe access and site conditions to all elements of the project for the OWNER, ENGINEER, and their representatives. Such safety requirements shall meet guidelines as contained in OSHA and U.S. Department of Health and Human Services (National Institute for Occupational Safety and Health) (NIOSH) publication sections relative to the work contemplated herein.
- G. **PAYMENTS TO CONTRACTOR:** The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents. The OWNER shall retain five percent (5%) of the amount of each progress payment until final completion and acceptance of all work covered by the Contract Documents unless otherwise mutually agreed.

1-02 PUBLIC SAFETY AND CONVENIENCE

- A. The CONTRACTOR shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the OWNER and ENGINEER.
- B. All work on existing highways, roads or streets, shall be in a manner to assure the least practicable interference with the public use of the facility. The CONTRACTOR shall use reasonable care and precaution to avoid accidents, damage, unnecessary delay or interference with traffic and provide competent flaggers when necessary to insure maximum public safety.

1-03 CONSTRUCTION STAKES AND GRADES

- A. The ENGINEER has provided a base line from which all layout is to be done. Preservation of reference points will be the responsibility of the CONTRACTOR. The CONTRACTOR must provide all grades, stakes, string lines, and other control work necessary for completion of the project in accordance with the requirements of the Specifications and Drawings.
- B. **No changes to grades will be made without the approval of the ENGINEER.**

1-04 EXISTING WATER, SEWER, ELECTRIC GAS AND UNDERGROUND TELEPHONE FACILITIES

- A. Existing water, sewer, gas, electricity, television cable, and buried telephone cable facilities shown on the drawings are approximate locations. The CONTRACTOR is required to coordinate his work with the representative of the respective utility company and protect all other adjacent structures, utilities, and work against damage or interruption of services. Damage which may result from failure of the CONTRACTOR to observe such precautions is the responsibility of the CONTRACTOR.
- B. **The OWNER shall be held harmless of the cost of repairing damage to public utilities.**

1-05 UTILITIES

- A. Water, electricity, gas or other utilities required on the site of the work by the CONTRACTOR must be arranged for by him and furnished at his expense.

- B. Required temporary utility installations are subject to the approval of the ENGINEER and are to be maintained and removed by the CONTRACTOR at his expense prior to completion of the construction work.

1-06 TEMPORARY STORAGE

- A. If materials are stored on the site of the work, each CONTRACTOR shall provide and maintain on the premises, where directed, water-tight storage sheds for the storage of materials that would be subject to damage by the weather.
- B. The CONTRACTOR shall be responsible for security of material storage sites.

1-07 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- A. The CONTRACTOR will execute and provide to the ENGINEER at the Pre-construction Conference a compliance statement where required.
- B. Such compliance form shall be provided by the ENGINEER.

1-08 LEAD BASED PAINT

- A. Use of lead based paint on the project is prohibited.

1-09 TEMPORARY TOILETS

- A. Provide and maintain temporary toilets as necessary for use of workmen. Locate toilets in locations acceptable to the OWNER.
- B. Toilets shall meet requirements of the State Health Department and any local codes.

1-10 TEMPORARY JOB OFFICE FOR ENGINEER

- A. None required for this Contract.

1-11 WAGE RATES

- A. None required for this Contract.

1-12 PROJECT SIGN

- A. None required for this Contract.

1-13 TESTING LABORATORY SERVICES

- A. Scope: The CONTRACTOR will employ and pay for the services of an independent laboratory to perform specified services. Employment of a testing laboratory shall in no way relieve CONTRACTOR of his obligation to perform work in accordance with the contract and/or Technical Specifications.

1-14 PRE-CONSTRUCTION CONFERENCE

- A. Prior to commencement of construction, a pre-construction conference will be scheduled with the date, time and location of the meeting to be established by the ENGINEER.
- B. The ENGINEER will prepare an agenda and distribute advance copies to each participant. The ENGINEER will also prepare and complete the minutes of the meeting and distribute same to all participants.
- C. Prior to the pre-construction conference, CONTRACTOR shall submit to ENGINEER an estimated progress schedule, in the form of a bar chart, indicating the starting and completion dates of the various stages of the Work along with anticipated earnings, and a preliminary schedule of Shop Drawings submissions. The ENGINEER shall review and return this schedule or require revisions thereto within fourteen (14) days of its submittal. If there is more than one CONTRACTOR involved in a Project the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions. Updated progress schedules will be required on a monthly basis at the time of submittal of the CONTRACTOR'S monthly progress pay request.
- D. The above schedules will be reviewed during the pre-construction conference to establish procedures for handling Shop Drawings and other submissions and for processing Application for Payment, and to establish a working understanding between the parties as to the Project requirements.
- E. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representative, CONTRACTOR, his Superintendent, and major Subcontractors.



SECTION J.2

INSTRUCTION FOR BONDS

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SECTION J.2
INSTRUCTIONS FOR BONDS

1-01 GENERAL

- A. The following instructions and requirements for Bonds shall apply to this Project.

1-02 SURETY

- A. The surety on each bond must be a responsible surety company, qualified to do business in Mississippi, and shall be satisfactory to the OWNER.

1-03 NAME

- A. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with their usual signature on the line opposite the seal.

1-04 PARTNERSHIPS

- A. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm, naming it, and shall have all the partners of the firm execute the bond as individuals.
- B. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the bond.

1-05 CORPORATIONS

- A. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form.
- B. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

1-06 LIMITED LIABILITY COMPANIES

- A. If the principal is a limited liability company, the name of the state under which the limited liability company is organized shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested.
- B. The bond shall be executed by a Manager of the limited liability company if managed by one or more Managers, or by a Member if managed by one or more Members. The bond shall disclose the capacity in which executed by the Member or Manager.

1-07 DATE

- A. The date shown on these bonds **must not be** prior to the date of the contract in connection with which they are given.



SECTION J.3
SPECIAL PROVISIONS

SECTION J.3
SPECIAL PROVISIONS

1-01 LOCATION AND DESCRIPTION

- A. The work required under this Contract includes the furnishing of all materials, tools, equipment, labor and incidentals necessary for the construction of **“PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS”** and all related items required by the Drawings and Specifications.
- B. The summary of work as described above is a general description of the project and responsibilities of the CONTRACTOR and in no way supersedes the specific requirements of the Contract Documents.

1-02 TEMPORARY CONTROLS

- A. The CONTRACTOR shall provide and maintain methods, equipment, and temporary construction, as necessary to provide control over environmental conditions at the construction site and adjacent areas. Physical evidence of temporary facilities shall be removed after completion of the work.
- B. Noise Control
 - 1. The CONTRACTOR’S vehicles and equipment shall be such as to minimize noise to the greatest degree practical. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the City or others.
- C. Water Control
 - 1. The CONTRACTOR shall provide methods to control surface water and water from excavations and structures to prevent damage to the work, the site, or adjoining properties, including beaver control on-site and adjacent thereto.
 - 2. Fill, grading and ditching shall be controlled to direct water away from excavations, pits, tunnels and other construction areas, and to direct the runoff course so as to prevent any erosion, damage or nuisance.
 - 3. The CONTRACTOR shall provide, operate and maintain equipment and facilities of adequate size to control surface water.

4. Drainage water shall be disposed of in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.

D. Pollution Control

1. The CONTRACTOR shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
2. The CONTRACTOR shall provide equipment and personnel, perform emergency measures required to contain any spillage, and remove contaminated soils or liquids. The contaminated earth will be removed and disposed of offsite, and replaced with suitable compacted fill and topsoil at no additional cost to the OWNER.
3. The CONTRACTOR shall prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers. All sewage, oil and refuse generated during the course of the work shall not be discharged into any watercourses adjacent to the job site.

E. Erosion Control

1. The CONTRACTOR shall plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation. The areas of bare soil exposure at one time shall be held to a minimum, and temporary control measures such as silt screens, berms, dikes and drains shall be provided.
2. Fills and waste areas shall be constructed by selective placement to eliminate surface silts and clays which will erode.
3. The CONTRACTOR shall periodically inspect earthwork to detect any evidence of the start of erosion, and shall apply corrective measures to control erosion as required by the ENGINEER at no additional cost to the OWNER.

1-03 RECORDS

- A. The CONTRACTOR shall maintain a complete and accurate log of any control or survey work as it progresses. Upon completion of major items or upon request, the CONTRACTOR shall submit two (2) copies to the ENGINEER.

1-04 CONTRACT DRAWINGS

- A. Contract Drawings identified as **PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS**, dated **JUNE 2024** are issued with these documents.

1-05 CONTRACT SPECIFICATIONS

- A. The Specifications governing the work under this Contract shall be as set forth hereinafter as Technical Specifications together with any and all addenda.

1-06 ENGINEER

- A. References in these contract documents to ENGINEER shall refer to **WAGGONER ENGINEERING, INC.**

1.07 REVIEW OF THE WORK

- A. Resident Project Representatives, who are representatives of the ENGINEER, will be appointed to review materials used and work performed. The Resident Project Representatives will not be authorized to revoke, alter, enlarge or relax the provisions of these Contract Documents, nor to delay the fulfillment of this Contract by failure to inspect materials and work with reasonable promptness. Resident Project Representatives are placed on the work to keep the ENGINEER informed as to the progress of the work and the manner in which it is being done; also to call the attention of the CONTRACTOR to nonconformity with the requirements of the Drawings and Specifications. The Resident Project Representatives will not have authority to approve or accept portions of the work, to issue instructions contrary to the Drawings, Specifications or other parts and sections of these Contract Documents, or to act as foreman for the CONTRACTOR. **The Resident Project Representatives will have authority to reject defective material.**
- B. The presence of a Resident Project Representative shall in no way lessen the responsibility of the CONTRACTOR for full compliance with the requirements of these Contract Documents.

1-08 SUGGESTIONS TO CONTRACTOR

- A. Means, process or method of work suggested by the ENGINEER or other representative of the OWNER to the CONTRACTOR, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR, and the ENGINEER and the OWNER will assume no responsibility therefor.

1-09 CONTRACTOR'S OBLIGATIONS

- A. The CONTRACTOR shall do and perform all work and furnish supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete the work required by the Contract, within the time herein specified, in accordance with the provisions of the Contract, Specifications, Drawings and Supplemental Drawings, and in accordance with the directions of the ENGINEER as given from time-to-time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The CONTRACTOR shall observe, comply with and be subject to terms, conditions, requirements and limitations of the Contract and Specifications, and shall do, carry on and complete the entire work to the satisfaction of the ENGINEER and the OWNER.
- B. The CONTRACTOR shall be responsible for any state and local permits.

1-10 TIME FOR COMPLETION

- A. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract for the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually agreed that the work embraced in this Contract shall be commenced on or before a date to be specified in a written "NOTICE TO PROCEED".
- B. The CONTRACTOR agrees that said work shall be prosecuted regularly and diligently without interruption at such rate of progress as will ensure full completion thereof within the time specified.
- C. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- D. If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or extension thereof granted by the OWNER, the CONTRACTOR does hereby agree, as a part of consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract for completing the work.

1-11 SUPPLEMENTARY DRAWINGS

- A. Whenever required by the Specifications or the Drawings, as well as for all undetailed material to be fabricated and furnished by the CONTRACTOR, the CONTRACTOR shall make specialty or detailed shop drawings in amplification of the Drawings referred to in the Contract before commencing the work.
- B. Six (6) copies of each drawing and necessary data shall be submitted to the ENGINEER. Each drawing or data sheet shall be clearly marked with the name of the Project, the CONTRACTOR'S name and references to applicable Specification paragraphs and Drawing sheet.
- C. After the ENGINEER has reviewed the Drawings and data, three (3) copies will be returned to the CONTRACTOR marked either (1) "Rejected", (2) "Reviewed", (3) "Furnish as Corrected", or (4) "Revise and Resubmit".
- D. Unless otherwise directed by the ENGINEER, when Drawings and data are returned marked "Furnish as Corrected", the changes shall be made as noted thereon and six (6) corrected copies furnished to the ENGINEER.
- E. When Drawings and data are returned marked "Revise and Resubmit", the corrections shall be made as noted thereon and as instructed by the ENGINEER and six (6) corrected copies resubmitted.
- F. The ENGINEER'S review of Drawings and data submitted by the CONTRACTOR will cover only general conformity to the Drawings and Specifications, external connections and dimensions which affect the layout. The ENGINEER'S review of Drawings marked "Reviewed" or "Furnish as Corrected" does not indicate a through review of all dimensions, quantities and details of the material, equipment, device or item shown and does not relieve the CONTRACTOR from the responsibility for errors or deviations from the Contract Requirements.
- G. Corrections or comments made on the drawings during the ENGINEER'S review do not relieve the CONTRACTOR from compliance with the requirements of the Drawings and Specifications. Checking will be only for review of general conformance with the information given in the contract Documents. The CONTRACTOR is responsible for: confirming and correlating quantities and dimension; selecting fabrication processes and techniques of construction; coordination his work in a safe and satisfactory manner.
- H. Drawings and data, after final processing by the ENGINEER, shall become a part of the Contract Documents and the work shown or described thereby shall be performed in conformity therewith unless otherwise authorized by the OWNER or the ENGINEER.

1-12 CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

- A. The CONTRACTOR hereby agrees to make, at his own expense, repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, which become evident within one (1) year after the date of substantial completion. The CONTRACTOR further assumes responsibility for a similar one (1) year guarantee for work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period is defined as the date of substantial completion established by the ENGINEER in the Certificate of Substantial Completion.

1-13 COOPERATION BETWEEN CONTRACTORS

- A. If separate contracts are let within the limits of a project, such CONTRACTORS shall arrange and conduct the performance of their work and handling of materials so as to minimize interference with work being performed by other CONTRACTORS within the limits of the same project.



SECTION J.4
INSURANCE REQUIREMENTS

SECTION J.4
INSURANCE REQUIREMENTS

- 1-01 All references to "OWNER" herein shall refer to **CITY OF RIDGELAND, MS.**
- 1-02 The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the OWNER.
- 1-03 If a part of this Contract is sublet, the CONTRACTOR shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.
- 1-04 Certificates of insurance shall state that thirty (30) days written notice WILL BE given to the OWNER before the policy is canceled or changed.** No CONTRACTOR or subcontractor will be allowed to start construction work on this Contract until all certificates of insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. In the event the contract time exceed one year CONTRACTOR shall submit renewal certificates for all policies 30 days prior to the expiration of the existing policy.
- 1-05 The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
- A. Workmen's Compensation and Employer's Liability Insurance:
1. This insurance shall protect the CONTRACTOR against all claims under applicable State Workmen's Compensation Laws. The CONTRACTOR shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person. This policy shall include an "all states" endorsement. CONTRACTOR will secure a Waiver of Subrogation endorsement in favor of both OWNER and ENGINEER. CONTRACTOR further agrees to maintain USL&H or other necessary Federal coverages, when applicable, to protect both CONTRACTOR and its employees.
- B. CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following, and shall name OWNER and ENGINEER and its employees as additional insureds:

1. Bodily injury liability in the amount of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each accident and property damage liability in the amount of One Million Dollars (\$1,000,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the policy period.
 2. The Comprehensive Public Liability and Property Damage policies carried by both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards;
 - a. Explosion, collapse, and underground property damage (XCU) to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc. caused by the CONTRACTOR'S operations.
 - b. The collapse of or structural injury to buildings, structures or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - c. Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.
- C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:
1. In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the OWNER.
- D. Automotive Public Liability and Property Damage:
1. The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than \$1,000,000 for injury to one person and \$2,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$1,000,000 for one accident to protect him from any and all claims arising from the use of the following:

- a. CONTRACTOR'S own automobiles and trucks.
 - b. Hired automobiles and trucks.
 - c. Automobiles and trucks owned by sub-contractors.
 - 2. The aforementioned is to cover use of automobiles and trucks on and off the site of the project, and shall name OWNER and ENGINEER and its employees as additional insureds.
- E. OWNER'S Protective Liability Policy:
- 1. The Contractor shall maintain OWNER'S Protective Liability Insurance with the OWNER as the named insured, and their servants, agents including the ENGINEER and employees as additional insureds in amount not less than the following:
 - a. Bodily Injury in the amount of One Million Dollars (\$1,000,000) for each person and Two Million Dollars (\$2,000,000) for each accident and property damage liability in the amount of One Million Dollars (\$1,000,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the policy period.
- F. Umbrella liability insurance with a limit of not less than One Million Dollars (1,000,000) providing additional coverage to the policies listed above.
- G. Builder's Risk Insurance (Fire and Extended Coverage):
- 1. Until the Project is completed and is accepted by the OWNER the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the OWNER, the prime CONTRACTOR and sub-contractors as their interests may appear.
- 1-06. Insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the entire work included in the Contract.



SECTION J.5

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

SECTION J.5
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1-01 REQUIREMENTS INCLUDED

- A. Submit Shop Drawings, Product Data and Samples required by Contract Documents.
- B. Submit six (6) bound copies to ENGINEER for review unless otherwise specified.

1-02 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner.
- B. Identify details by reference to sheet and detail, schedule or item numbers shown on Contract Drawings.

1-03 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls as necessary.
- B. Manufacturer's standard schematic drawings and diagrams: 1) Modify drawings and diagrams to delete information which is not applicable to the work; 2) Supplement standard information to provide information specifically applicable to the work.

1-04 SAMPLES

- A. Office samples shall be adequate to clearly illustrate: 1) Functional characteristics of the product, with integrally related parts and attachment devices; 2) Full range of color, texture, pattern, operation, use, etc.

1-05 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission to ENGINEER.
- B. Determine and verify:

1. Field measurements where necessary.
 2. Field construction criteria from drawings or manufacturer's manuals.
 3. Catalog numbers and similar data from manufacturer.
 4. Conformance with specifications and detailed drawings.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the ENGINEER in writing, at time of submission, of deviations in the submittals from requirements of the Contract Documents and provide an explanation for such deviation.
- E. Begin no fabrication of items or perform items of work which requires submittals until return of submittals indicating ENGINEER'S review.

1-06 SUBMISSION REQUIREMENTS

- A. Transmittal Letter and Submittals:
1. Use transmittal forms acceptable to the ENGINEER.
 2. One copy only, with each item completed, is required for each submittal.
 - a. Submittals tendered with incomplete "Transmittal Letters" will be returned for resubmission.
 3. Make submittals promptly and in such sequence as to cause no delay in the work or in the work of other CONTRACTORS, should one or more CONTRACTORS be involved on a project.
- B. Number of submittals required:
1. Shop Drawings: Submit the number of opaque reproductions which the Contract Documents require, but in no case less than six (6) copies. Three (3) copies of each will be retained by the ENGINEER for the project files. Three (3) copies will be stamped, indicating any additional requirements, and returned to the CONTRACTOR.
- C. Submittals shall contain:

1. The date of submission and the dates of any previous unapproved submissions.
2. The project title and number.
3. The names of:
 - a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
4. Identification of the product or component, with reference to the applicable specification section number.
5. Field dimensions, clearly identified as such.
6. Relation to adjacent or critical features of the work or materials.
7. Applicable standards, such as ASTM, AWWA, AASHTO, or Federal Specification numbers, etc.
8. Identification of deviations from Contract Specifications.
9. Identification of revisions made on resubmittals.
10. CONTRACTOR'S stamp, initialed or signed, certifying as to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal, with requirements of the work and of Contract Documents.

1-07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required and resubmit until approved.
- B. Shop Drawings and Product Data
 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 2. Indicate changes which have been made other than those requested by the ENGINEER.
- C. Samples: Submit new samples as required for initial submittal.

1-08 ENGINEER'S DUTIES

- A. Review submittals with reasonable promptness and in accord with project schedule.
- B. Affix stamp and initials or signature, and indicate requirements for resubmittal, or review of submittal.
- C. Return submittals to CONTRACTOR for distribution or for resubmission.



SECTION J.6
RECORD DOCUMENTS

SECTION J.6
RECORD DOCUMENTS

1-01 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall maintain, during the course of the work, and provide to the ENGINEER, upon project completion, record documents as specified herein.

1-02 MAINTENANCE OF DOCUMENTS

- A. Maintain in CONTRACTOR'S field office in clean, dry condition the following: (1) Contract Drawings, (2) Specifications, (3) Addenda, (4) Approved Shop Drawings, (5) Change Orders, (6) Other Modifications of Contract, Test Records, Survey Data, Field Orders and (7) All other documents pertinent to the CONTRACTOR'S Work.
- B. Provide files and racks for proper storage and easy access as needed.
- C. Make documents available at all times for inspection by the ENGINEER and the OWNER.
- D. Record documents shall not be used for other purposes and shall not be removed from the field office without the ENGINEER'S approval.

1-03 MARKING SYSTEM

- A. Make changes, revisions, additions, deletions, etc., carefully and in legible form acceptable to the ENGINEER.
- B. Provide colored pencils for marking changes, revisions, additions, deletions, etc., to the record set of Contract Drawings.
- C. Do not use ink or felt tip pens for marking documents.

1-04 RECORDING

- A. Label each document "PROJECT RECORD" in large red printed letters.
- B. Keep record documents current with work completed.
- C. Do not permanently conceal work until required information has been recorded on drawings.

- D. Contract Drawings: Legibly mark to record actual construction to include the following:
1. Depths or heights of various elements in relation to datum.
 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements or bench marks.
 3. Location of internal appurtenances concealed in construction referenced to visible and accessible features of the work.
 4. Field changes of dimensions and details.
 5. Changes made by Change Order or Field Order clearly identified as such.
 6. Details not on original Contract Drawings.
- E. Specifications and Addenda: Legibly mark up each Section and record the following:
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes made by Change Order or Field Order clearly identified as such.
 3. Other matters not originally specified.
- F. Shop Drawings: Maintain as record documents and legibly annotate Drawings to record changes made after review.

1-05 SUBMITTAL

- A. At completion of project, deliver record documents to the ENGINEER.
- B. Accompany submittal with transmittal letter containing:
1. Date.
 2. Project title and number.
 3. CONTRACTOR'S name and address.
 4. Title and number of each record document.
 5. Certification that each document as submitted is complete and accurate.

- 6. Signature of CONTRACTOR, or his authorized representative.
- C. Incomplete or illegible record documents will be returned to the CONTRACTOR for completion or correction.



SECTION J.7
CONTRACT CLOSEOUT

SECTION J.7
CONTRACT CLOSEOUT

1-01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in conditions of the Contract and Specifications for administrative procedures in closing out the work.
- B. CONTRACTOR shall submit all notices and certifications in a form acceptable to the ENGINEER.

1-02 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers the work is substantially complete, he shall submit to the ENGINEER:
 - 1. Written notice that the work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, an inspection will be made by the ENGINEER to determine the status of completion.
- C. Should it be determined that the work is not substantially complete:
 - 1. CONTRACTOR will be notified in writing, giving the reasons for such determination.
 - 2. Contractor shall remedy the deficiencies in the work, and send a second written notice of substantial completion.
 - 3. Work will be reinspected.
- D. When the ENGINEER concurs that the work is substantially complete, he will:
 - 1. Prepare a Certificate of Substantial Completion on an acceptable form accompanied by a list of items to be completed or corrected.
 - 2. Submit the Certificate to OWNER and CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.

1-03 FINAL INSPECTION

- A. When CONTRACTOR considers the work is complete, he shall submit written certifications to the ENGINEER that:
 - 1. Equipment and systems have been tested in the presence of the ENGINEER and OWNER'S representative and are fully operational.
 - 2. Work has been completed in accordance with Contract documents and is ready for final inspection.
- B. An inspection will be made by the ENGINEER to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should work be considered incomplete or defective:
 - 1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective items of work.
 - 2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the ENGINEER that the work is complete.
 - 3. Work will be reinspected.
- D. When the work is acceptable under the contract documents, the CONTRACTOR will be requested to deliver closeout submittals.

1-04 CONTRACTOR CLOSEOUT SUBMITTALS

- A. Evidence of compliance with requirements of governing authorities:
 - 1. Certificate of Inspection:
 - a. Mechanical: City and/or County
 - b. Electrical: City and/or County
 - c. General: City and/or County
- B. Waivers and Liens Affidavit.
- C. Surety Release.
- D. Labor and Material Warranty.

- E. Certification Statement that material incorporated into the project meets or exceeds specification requirements of the Contract.
- F. Project record documents and drawings.
- G. Operating and Maintenance Data, Instructions to OWNER'S Personnel: As specified in Contract Documents or ordered by the ENGINEER.
- H. Spare Parts and Maintenance Materials: As specified in Contract Documents or ordered by the ENGINEER.
- I. Receipt for keys, if any, to all locks, gates and doors.

1-05 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to ENGINEER.
- B. Statement shall reflect all adjustments to the contract sum:
 - 1. The original contract sum.
 - 2. Additions or deductions resulting from:
 - a. Previous change orders.
 - b. Allowances.
 - c. Unit Prices.
 - d. Deductions for uncorrected work.
 - e. Deductions for liquidated damages.
 - f. Other adjustments.
 - 3. Total contract sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Final Change Order will be prepared reflecting approved adjustments to the Contract sum which were not made by previous Change Orders.

1-06 FINAL APPLICATION FOR PAYMENT

- A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.
- B. No final application for payment will be processed until the Project Record Documents and Drawings have been submitted and approved.



SECTION J.8

SCHEDULE OF VALUES LUMP SUM BID ITEMS

SECTION J.8
SCHEDULE OF VALUES
LUMP SUM BID ITEMS

1-01 The successful BIDDER, within five (5) days of the receipt of the "NOTICE OF AWARD", shall submit, a Schedule of Values for "lump sum bid items", for OWNER'S and ENGINEER'S review. The Schedule of Values shall be an itemized list that establishes the various quantities and value or cost of each major part or component of Lump Sum Items. It shall be used as the basis for preparing progress payment applications and for use as a basis for negotiations concerning additional work or credits which may arise during the construction.

1-02 PREPARATION

- A. The Schedule shall be prepared in the form and supported by the data required herein.
- B. The Schedule shall show a breakdown of costs for labor, materials, equipment, delivery, installation, overhead, profit and other costs used in preparation of the Bid.
- C. Costs shall be in sufficient detail to indicate a separate amount for each major component of the item listed.
- D. CONTRACTOR may include items for bonds, insurance, and temporary facilities. Bonds and insurance may be claimed on the first application for payment. Any remaining items will be included for payment at the same percentage rate as total percent of the lump sum item completion.
- E. The Schedule shall be prepared on 8-1/2 inch by 11-inch white paper.
- F. Use items listed as Lump Sum on the Bid Form as basis for Schedule format and identify each item with number and description as shown on Bid Form.
- G. The sum of the individual values shown on the Schedule of Values for each item must equal the Total Price bid for that item on the Bid Form.



SECTION K
TECHNICAL SPECIFICATIONS

SECTION K0
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SECTION K1

GENERAL INSTRUCTIONS

SECTION K1

GENERAL INSTRUCTIONS FOR THE TECHNICAL SPECIFICATIONS

PART 1 GENERAL

1.01 SUMMARY

- A. The included Technical Specifications represent the standards and requirements to be met by materials, equipment and workmanship incorporated into or relating to the Project.
- B. These Specifications supersede the Drawings wherever information depicted by the Drawings may be incomplete, unclear or in conflict with the requirements of the Specifications.

1.02 DEFINITIONS

- A. *Inspection* – When used in reference to the Engineer or his authorized Representative means:
 - 1. Visual observation of materials, equipment, or construction work, on an intermittent basis to determine if it is in conformance with the Contract Documents and the design intent.
 - 2. Inspection **does not constitute acceptance** of the work.
 - 3. Inspection **does not relieve the Contractor** from their responsibility **for means and methods of construction or safety** on the construction site.
- B. *Equal, or Approved Equal* – When appearing in these specifications, means:
 - 1. Submittals of materials, equipment or methods **differing from a specific description in the specification.**
 - 2. May be reviewed by the Engineer after Contract Award, to determine if the proposed substitute meets:
 - a. Test of apparent equivalence for application to the requirements of the project.
 - b. Appears to possess the same performance qualities and characteristics.
 - c. Fulfills the utilitarian function without decrease in quality, durability, or longevity.
 - d. No inference is intended that items must be identical in all respects if above conditions are satisfied.
 - 3. The decision of the Engineer **will be final.**
 - 4. It remains the Contractor's responsibility for submittals to meet the requirements of the Specifications.

C. *Approve* – When used in reference to responses by the Engineer to work performed, material, equipment, or methods used, means:

1. To give **limited, or conditional or qualified approval** to the work or use of material, equipment or methods;
2. The qualified condition being in strict **compliance with Contract Document and Specifications** requirements.

PART 2 PRODUCTS – (Not Used)

PART 3 EXECUTION – (Not Used)

END OF SECTION



SECTION K2

GENERAL NOTES

SECTION K2
GENERAL NOTES

PART 1 GENERAL

1.01 SUMMARY

- A. The purpose of this section is to reiterate the plan set General Notes and provide the various supplemental data required by the specifications in one section.
- B. This section in no way relieves the contractor from their responsibility to be familiar with all aspects of the plans and specifications.
- C. When this section is in conflict with any other part of the plans and specifications;
 - 1. The strictest interpretation shall prevail.
 - 2. The engineer shall be the final conflict arbitrator.

1.02 RELATED REQUIREMENTS

- 1. The **CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR** with the requirements of the **PLANS AND SPECIFICATIONS** prior to submitting a bid. **FAILURE TO DO SO WILL NOT RELIEVE** a successful bidder of their **OBLIGATION TO FURNISH ALL MATERIALS AND LABOR** necessary to carry out the provisions of the contract.
- 2. The **CONTRACTOR'S BID SHALL** be comprehensive and **INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT NEEDED** to complete all aspects of the project in accordance with the Engineering plans and specifications.
- 3. Any **MODIFICATION TO THE WORK** shown on these drawings **MUST HAVE PRIOR WRITTEN APPROVAL**.
- 4. The **ENGINEER WILL NOT BE RESPONSIBLE FOR MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES** of construction that are not specified herein.
- 5. Where reference is made to "**NO ADDITIONAL COST TO THE OWNER**", "**AT THE CONTRACTOR'S EXPENSE**", "**A SUBSIDIARY OBLIGATION**", or "**COST ABSORBED**" throughout the plans and specifications, it is understood that the additional **COSTS ARE INCLUDED IN THE BID PRICE** for the various project items.
- 6. All items of **WORK** called for in the construction drawings **FOR WHICH NO SPECIFIC PAYMENT IS PROVIDED** shall be performed by the Contractor as required to complete the project as designed and intended. The cost for those items **SHALL BE INCLUDED IN THE PRICE BID** for various or associated items.
- 7. The **CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS** prior to construction **AND SCHEDULE INSPECTIONS** according to agency instruction.

8. All **WORK** performed **SHALL COMPLY WITH** the **REGULATIONS AND ORDINANCES** of the various governmental agencies having jurisdiction over the work.
9. The **CONTRACTOR SHALL SUBMIT** for review, to the Owner's Engineer, **SHOP DRAWINGS** on all manufactured items to be used on this site. **FAILURE TO OBTAIN APPROVAL** before installation **MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE**. Engineer's approval of a shop drawing **DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY** for performance of the item.
10. The **CONTRACTOR SHALL** coordinate and **SCHEDULE THEIR ACTIVITIES**, where necessary, **WITH OTHER CONTRACTORS AND UTILITY COMPANIES**.
11. **BEFORE UNDERTAKING** each part of the **WORK**, the **CONTRACTOR SHALL** carefully **STUDY** and compare the **PLANS AND SPECIFICATIONS**, check and **VERIFY PERTINENT FIGURES** shown therein, **AND COMPLETE** all applicable **FIELD MEASUREMENTS**. If any **CONFLICTS, ERRORS, DISCREPANCIES, OR** other **UNSATISFACTORY CONDITIONS** are discovered either on the construction documents or in field inspections, **SHALL BE promptly REPORTED IN WRITING** to the Engineer by the Contractor **AND WRITTEN INTERPRETATION OR CLARIFICATION** from the Engineer **SHALL BE OBTAINED BEFORE PROCEEDING WITH ANY WORK** affected thereby.
12. The **CONTRACTOR SHALL** plan their work to **PROVIDE THE LEAST DISTURBANCE** and be prepared to **RESPOND TO RESIDENTS' AND BUSINESSES'** concerns **IN A TIMELY AND PROFESSIONAL MANNER**.
13. The **CONTRACTOR SHALL CONFINE THEIR ACTIVITIES** to the project site under development per the existing **RIGHTS-OF-WAY, PROPERTY LIMITS, AND PERMANENT/TEMPORARY EASEMENTS**.
14. The **CONTRACTOR SHALL REFERENCE** all iron pins and **MONUMENTS** before excavation at or near them. The **CONTRACTOR SHALL** carefully **PRESERVE BENCH MARKS, PROPERTY CORNERS, REFERENCE POINTS, STAKES, AND** other survey reference **MONUMENTS OR MARKERS**.
15. Property **MONUMENTS** or iron pins **SHALL BE LOCATED** prior to construction **AND** every practical **EFFORT** shall be **MADE TO PRESERVE** integrity of **SAID MONUMENTS** or iron pins. If any iron pins or **MONUMENTS ARE DAMAGED OR DESTROYED**, they shall be accurately **REPLACED BY A MISSISSIPPI REGISTERED SURVEYOR** approved by the Engineer or the Owner. The cost of such be at the **EXPENSE OF THE CONTRACTOR**.
16. **TEMPORARY BENCH MARKS (TBMS)**, which are or may be in conflict with construction activities, **SHALL BE RELOCATED** by the Contractor **PRIOR TO** commencement of **CONSTRUCTION** in the immediate area.
17. The **CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION AND COORDINATION** with the Owner **FOR** completing **ALL SAMPLING AND TESTING OF MATERIALS** incorporated into the project **AND** for **SUBMISSION** of same to the Owner **FOR REVIEW**. Prior use **TEST RESULTS, MANUFACTURER'S CERTIFICATES, OR PROPOSED MIX DESIGNS** **SHALL BE SUBMITTED** to the Engineer

- for review **BEFORE INCORPORATION** into the project. The **CONTRACTOR SHALL PROVIDE SAMPLING AND TESTING FOR ALL MATERIALS** incorporated into the project.
18. Testing **CERTIFICATIONS SHALL STATE** that the subject **MATERIAL MEETS** the **SPECIFIED QUALITY, GRADE, PURITY, CLASS OR WEIGHT, OR** that the subject material meets or exceeds the **REQUIREMENT** of the applicable ASTM, AASHTO, MDOT, or regulatory agency.
 19. The **CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING** with all federal, state, and local **SAFETY REQUIREMENTS**, together with exercising precautions at all times for the **PROTECTION OF PERSONS**, including employees, **AND PROPERTY**. It is also the **CONTRACTOR'S RESPONSIBILITY TO INITIATE, MAINTAIN, AND SUPERVISE** all **SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS** connected with the work.
 20. The **CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SECURING** the **PROJECT SITE** from the general public both during and after working hours. The **CONTRACTOR SHALL ERECT** and maintain all lights, signs, fences, or any other **SAFETY DEVICES** to **PREVENT UNAUTHORIZED PERSONNEL FROM** hazardous or **DANGEROUS CONDITIONS** on the project site. **THE COST** of such work **SHALL BE INCLUDED** in the various **ITEMS BID** for furnishing and installing materials on the project.
 21. The **ENGINEER WILL NOT BE RESPONSIBLE FOR** the **SAFETY** of the work site **OR** for **FAILURE** by the Contractor **TO PERFORM** work **ACCORDING TO CONTRACT** documents.
 22. The Contractor shall conform to the local noise provisions.
 23. The **CONTRACTOR SHALL CONTACT MISSISSIPPI 811** (ms811) (811 or 800.277.6477) a minimum of forty-eight **(48) HOURS PRIOR TO** beginning any **CONSTRUCTION**. Non-member utilities must be called directly. All **UTILITIES DAMAGED** or disturbed during construction **SHALL BE RESTORED IN ACCORDANCE WITH** and approval by the **AFFECTED UTILITY AT NO ADDITIONAL COST** to the Owner or the project.
 24. The Contractor shall **REMOVE** all **DEBRIS, RUBBLE, SPOILS, AND CONSTRUCTION MATERIALS FROM** the adjacent **STREETS, ALLEYS, SIDEWALKS, AND DRIVES** and leave the site in a neat and orderly manner **AT THE END OF EACH DAY**. **RECEPTACLES SHALL BE PROVIDED** to properly dispose of all trash and waste. If the construction operations encounter muddy conditions, **MUD SHALL NOT** be allowed to **ACCUMULATE IN THE STREETS**. Affected **STREETS, ALLEYS, AND/OR DRIVES SHALL BE SWEEPED** on a regular basis either with the use of equipment or by hand. The **ACCUMULATED DEBRIS SHALL BE DISPOSED OF** in a proper and legal manner.
 25. **SIDEWALKS, DRIVES, AND PARKING** areas are **TO REMAIN OPEN** at all times to allow access to commercial businesses.
 26. When performing final cleanup, the **CONTRACTOR SHALL CLEAN UP ALL MATERIALS AND DEBRIS** resulting from work **AND DISPOSE OF THEM** in a proper and legal manner. The

CONTRACTOR SHALL RESTORE all disturbed **AREAS TO EQUAL** or better **CONDITION** than existed **BEFORE CONSTRUCTION**. **DRAINAGE** ditches or water courses that are **DISTURBED BY CONSTRUCTION SHALL BE RESTORED** to the grades and cross-sections that existed before construction, unless specified otherwise within these plans.

27. All **SIGNS, FENCES, drainage STRUCTURES, OR** other physical **FEATURES DISTURBED** or damaged during work under this contract **SHALL BE RESTORED** to their **ORIGINAL CONDITION** or better by the Contractor, **AT NO ADDITIONAL COST** to the Owner.
28. **NON-RUBBER-TIRED VEHICLES** shall be **PROHIBITED ON** any **ASPHALT OR CONCRETE STREET**. Exceptions may be granted where short distances and special circumstances are involved. **REQUEST FOR** an **EXCEPTION MUST BE** made **IN WRITING AND** any **DAMAGE** occurring shall be **REPAIRED** to the satisfaction of and **AT NO ADDITIONAL COST** to the Owner.
29. All **TREES**, whether shown or not on the plans, are **TO BE PRESERVED UNLESS CALLED OUT** in the plans **TO BE REMOVED**.
30. The **CONTRACTOR** is hereby **NOTIFIED** that it is their responsibility **TO CONTACT THE LOCAL WATER AUTHORITY** to make arrangement to take water from fire hydrants. All arrangements shall be made **BEFORE OPENING ANY FIRE HYDRANT**. The **TAKING OF WATER** from fire hydrants **WITHOUT AUTHORIZATION WILL RESULT IN** the Contractor's **PROSECUTION** for theft of a public utility. The **CONTRACTOR SHALL BE RESPONSIBLE FOR** any **DAMAGE** to fire hydrants **CAUSED BY** their **EMPLOYEE'S** actions.
31. The **CONTRACTOR SHALL** make every effort to **PROTECT EACH** private **UTILITY ENCOUNTERED AND COORDINATE ADJUSTMENTS** and/or utility relocations **WITH UTILITY Owners**. Any **DAMAGES DONE** to utilities **SHALL BE** replace or **REPAIRED AT THE CONTRACTOR'S EXPENSE**.
32. **ADJUSTMENT TO** private **UTILITIES** to be made **BY OTHERS SHALL BE COORDINATED BY** the **CONTRACTOR**.
33. The **LOCATIONS OF** existing underground **UTILITIES ARE** shown on the plans **BASED UPON** the best **INFORMATION AVAILABLE** to the Engineer **AND HAS NOT BEEN** independently **VERIFIED** by the Owner or his authorized representative. The **ENGINEER** cannot and **DOES NOT WARRANT** that the **INFORMATION IS COMPLETE** or accurate. The **CONTRACTOR SHALL COORDINATE** directly **WITH** the involved **UTILITY Owners TO HAVE** the exact **LOCATION** of all existing utilities **DETERMINED BEFORE COMMENCING** any **WORK AND AGREES TO BE** fully **RESPONSIBLE FOR** any and all underground utilities. The Contractor shall be fully responsible for **FIELD LOCATING** all existing **UTILITIES**.
34. If it necessary to **SUPPORT** any **UTILITY POLES** and a **CHARGE** for this service is assessed, it **SHALL BE THE CONTRACTOR'S** sole **EXPENSE**.
35. All **EQUIPMENT REPAIR** and maintenance **SHALL BE** done **OFFSITE**.
36. Sanitary **FACILITIES SHALL BE PROVIDED** for all employees.

37. The **CONTRACTOR SHALL NOT PLACE** any **MATERIALS OR EQUIPMENT ON** adjacent **PROPERTY WITHOUT WRITTEN APPROVAL** from the Owner. Equipment storage and **LAYDOWN YARD** locations **MUST BE APPROVED** by the Owner **PRIOR TO ANY WORK** being completed on the project.
38. Unless otherwise noted in these construction plans, the **CONTRACTOR SHALL DISPOSE OF SURPLUS EXCAVATION** at his own expense in a legal and professional manner. **DISPOSAL WITHIN FLOOD PLAINS IS NOT PERMITTED** without the written consent of the local regulating agency. In any case, no disposal shall be within twenty-five (25) feet of floodway boundaries.
39. **EXISTING** sanitary sewer manhole **TOPS**, water **VALVES**, valve **BOXES**, **METERS**, storm sewer, **AND** other related **APPURTENANCES SHALL**, when required, be **ADJUSTED TO FINISHED GRADE** by Contractor **AS AN ABSORBED COST** of the work unless otherwise stated in the plans. **CASTINGS** required to be removed **SHALL BE SALVAGED** to the Owner by the Contractor. The **CONTRACTOR SHALL SALVAGE** to the Owner all **TRAFFIC SIGNS, WATER VALVES, FIRE HYDRANTS, AND DRAINAGE PIPES** that are removed during construction, unless otherwise refused by the Owner.
40. The **CONTRACTOR SHALL ESTABLISH** a vegetative **COVER ON ALL AREAS** where the existing vegetation is removed or **DISTURBED DURING CONSTRUCTION**, unless solid sod is required. Solid **SOD MAY BE REQUIRED AS DIRECTED** by the Engineer or as shown in the plans.
41. **UNSUITABLE** bedding, backfill, or site subgrade **MATERIAL** which may be **ENCOUNTERED** **SHALL BE EXCAVATED** to the limits required **AND BACKFILLED WITH ACCEPTABLE MATERIAL** to the lines and grades shown on the drawings.
42. **TRAFFIC SIGNS AND DELINEATORS** required under this contract **SHALL BE** constructed and installed **IN ACCORDANCE WITH** the project drawings and the ***Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition***, as if said standards were written out herein in full. Measurement and payment for **TRAFFIC SIGNS AND DELINEATORS** **SHALL BE ABSORBED** under maintenance of traffic pay item.
43. **CONTRACTOR SHALL RELOCATE** all **SIGNS DISPLACED** for construction purposes or found to be in the path of the new construction **AS AN ABSORBED COST** item unless otherwise stated within these plans. The Contractor shall contact the Engineer prior to removing any signs.
44. **LOCAL PARCEL DATA** shown on the drawings for each site **ARE APPROXIMATE**. **CONTRACTOR** is solely **RESPONSIBLE FOR** accurately **LOCATING** permissible **WORK AREAS** on project.
45. All existing **CULVERTS, curb and GUTTER SECTIONS, AND OPEN CHANNEL** within project limits **SHALL BE CLEARED OF** all **DEBRIS** and sediment.

46. Materials and construction methods for streets and storm **DRAINAGE CONSTRUCTION**
SHALL BE IN ACCORDANCE WITH LOCAL REGULATORY AGENCY.

1.03 PAY ITEM NOTES

1. Item 907-260 - It is anticipated that the proposed downstream headwall structure may conflict with one or more existing on-site utilities. Every effort will be made by the affected utilities to determine nature of conflict and rectify accordingly prior to the beginning of work. Contractor shall notify the appropriate utility services a minimum of two (2) weeks prior to start of construction and coordinate any remaining necessary relocations with the affected utility. No additional payment or time allowance shall be made for accommodation of these utility relocations.
2. Item 907-203-FLS - Channel Excavation shall be a lump sum payment. Estimated Quantities are indicated on Sheet G-103. No shrinkage calculations are included in these estimates. This material shall be removed from the site and disposed of as required by state and local ordinances.
3. Item 907-203-DW - No geotechnical investigations have been performed on the site. Contractor is responsible for Dewatering as required for construction. Any necessary shoring for safety purposes shall be a subsidiary obligation of this pay item. No additional payment shall be made for any work necessary to mitigate site conditions for proper installation techniques.

PART 2 PRODUCTS – (Not Used)

PART 3 EXECUTION – (Not Used)

END OF SECTION



SECTION K3

NOTICE TO BIDDERS

SECTION K3

**CITY OF RIDGELAND MISSISSIPPI
NOTICE TO BIDDERS**

SUBJECT: SPECIFICATIONS

PROJECT: PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS

The Contractor shall utilize the ***Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition*** for technical specifications of pay items not specifically addressed by the enclosed Special Provisions for said project.



SECTION K4
CHANNEL EXCAVATION
AND DEWATERING

CITY OF RIDGELAND, MISSISSIPPI

SPECIAL PROVISION NO. 907-203-1

SUBJECT: CHANNEL EXCAVATION

Section 203, Excavation and Embankment, of *the Mississippi Standard Specification for Road and Bridge Construction, 2017 Edition* is hereby amended, for this project, to include the following:

907-203.04.1 – Unclassified, Rock, Muck, Channel, Excess and Surplus Excavation. Add the following sentence to the end of the first paragraph of Subsection 203.04.1 on page 116:

When called out in the proposal bid sheets, channel excavation may be measured on a lump sum basis. The estimated amount of material to be removed will be stated in the plans, but is only meant to serve as a planning aid, and will not be the basis for measurement when the unit is specified as lump sum.

907-203.05 – Basis of Payment. Add the following pay item to the list of pay items on page 117:

907-203-FLS3	Channel Excavation	- per Lump Sum
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SUBJECT: DEWATERING

Section 203, Excavation and Embankment, of *the Mississippi Standard Specification for Road and Bridge Construction, 2017 Edition* is hereby amended, for this project, to include the following supplemental information and requirements for Dewatering:

PART 1 - GENERAL

1.01 SCOPE

- 1.01.1 The work provided for herein consists of furnishing all plant, labor, material and equipment and performing all operations required for designing, furnishing, installing and operating a system or systems to dewater the excavation area; maintaining the area free from water during construction operations; and removing the system.
- 1.01.2 The Contractor is solely responsible for the design, operation, function, and all safety associated with any required dewatering system. Contractor is solely responsible for obtaining all required permits for this work and at no additional expense to the project.

1.02 QUALITY CONTROL

- 1.02.1 The Contractor shall establish and maintain quality control for all dewatering operations to assure compliance with contracting requirements and maintain records of his quality control for all construction operations.

- 1.02.2 A copy of these records and tests, as well as the corrective action taken, shall be furnished to the Engineer. Reports of operation and inspection shall include the following data: time of operation of each well, effluent discharge, sanding rates during pump test, problems encountered, proposed actions, and any other pertinent data.

1.03 GENERAL

- 1.03.1 All permanent work under this contract except as otherwise specified shall be carried on in areas free of water. The Contractor shall design, furnish, install, operate and maintain such facilities necessary to accomplish the following:

- A. Collect and dispose of all surface water in the protected area regardless of source.
- B. Control and dispose of all surface water around the periphery of the excavation areas to prevent such water from entering the excavation.
- C. Lower and maintain the water table at least 18 inches below the bottom of the pipe trench and structure excavation.

1.04 DEFINITIONS

1.04.1 Dewatering

Dewatering defines the lowering of the ground water below the slopes and bottom of the excavation to ensure dry, firm working conditions and the reduction to safe levels of any hydrostatic uplift pressures in any confined foundation strata and/or aquifers which is necessary to ensure the stability and integrity of the foundation.

1.04.2 Dewatering System

Dewatering System defines the machinery, equipment and appurtenances necessary for and related to the accomplishment of dewatering, and the collection and disposal of all surface water within the protected area.

1.04.3 Unwatering

Unwatering is defined as the process of removing all water within an excavation.

1.05 (NOT USED)

1.06 DEWATERING REQUIREMENTS

- 1.06.1 The dewatering system for the excavation areas as shown on the plans shall be of a type and capacity to accomplish all requirements specified herein.
- 1.06.2 The dewatering system shall be designed, installed and operated to dewater the excavation for drainage piping, drainage inlets/catch basins, headwalls, and other structures where groundwater is encountered during excavation.
- 1.06.3 The system shall be of such capacity that it will lower and maintain the free water and piezometric levels, to an elevation at least 18 inches below all earth slopes and excavation surfaces lying within the area, inclusive of the interior slopes of the cofferdam embankments proper. The system shall have sufficient capacity to accomplish this desired result allowing for normal variations in soil properties and foundation conditions.
- 1.06.4 The water level shall be maintained continuously at or below the necessary elevations so that construction operations can be performed without interruption due to wet conditions.
- 1.06.5 No upward or vertical or lateral flow of ground water into the work area will be permitted at any time. The dewatering system shall be designed, constructed and operated at all times so as to prevent movement and/or piping of the foundation, excavation slopes and fill materials. The system shall be operated as necessary during dewatering and unwatering so as to maintain piezometric levels, within the dewatered area, at or beneath the elevation of the water level in the excavation.
- 1.06.6 The system shall consists of wells, well-points, sumps, sump pumps, ditches and necessary appurtenances capable of intercepting seepage before it exits on any interior surface or excavation face and of providing control of surface water. The required dewatering shall be accomplished by using a system to lower the piezometric level as required above to prevent flooding of bedding or base materials and fresh concrete. Protection of all slopes will be required to prevent erosion under normal surface runoff and construction conditions.
- 1.06.7 Initial unwatering of an excavation need not be accomplished by sumping alone, but may utilize sumping in addition to positive dewatering accomplished with a system meeting the requirements above. Initial unwatering shall at all times fulfill the requirements of above.
- 1.06.8 Burying of headers will be allowed only in areas and to depths absolutely necessary for protection against damage at construction equipment crossing. The effluent from the dewatering system will be required to be discharged into the nearest waterbody where positive drainage away from the site can be accomplished. The water shall be controlled to prevent erosion or damage to the existing natural ground.

- 1.06.9 A system of construction piezometers may be required to monitor free water surface elevations and piezometric elevations to evaluate the effectiveness of the dewatering system in fulfilling the requirements specified herein. If required due to poor performance of the dewatering system, piezometers shall be of adequate numbers and in suitable arrangements and depths for determining the free water surface elevations and piezometric elevation over the area. If required, a minimum of four piezometers shall be installed with the dewatering system. The piezometer construction shall consist of PVC riser pipe and screen (ASTM 1785, Schedule 40).
- 1.06.10 (NOT USED)
- 1.06.11 The system shall be designed, installed and operated in a manner which will preclude removal of materials from the foundation by the pumping operation (hereafter referred to as "sanding"). After installation, each well shall be individually pump-tested at maximum design flow to verify acceptability with respect to sanding. Any well or wellpoint segment found sanding at a rate exceeding one pint per 25,000 gallons of effluent during the individual pump-test of maximum design flow shall be replaced in a manner acceptable to the Engineer, and at no additional cost to the Owner.
- 1.06.12 (NOT USED)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 INITIAL TESTING

Upon installation of the system, the Contractor shall test and evaluate the completed system to demonstrate to the satisfaction of the Engineer that the system is, in fact, capable of performing the intended dewatering operation as outlined herein.

3.02 REVIEW OF SYSTEM AND PERFORMANCE

If during the progress of the work, the installed dewatering system proves inadequate to meet the requirements specified, including piezometers, the Contractor shall, at his expense, furnish, install and operate such additional dewatering facilities and/or make such changes, either in features of the system or the plan of operation, as may be necessary to perform the required dewatering in a satisfactory manner. Such changes and additions shall be approved in writing by the Engineer prior to being made.

3.03 STEEL SHEET PILING

- 3.03.1 Unless required by the drawings, steel sheet piling shall be driven at locations to be determined by the Contractor as necessary for protection of buildings, structures, utilities, channels or to prevent hazards to workmen. Piling may be new or used and shall be in such condition that it can be interlocked and driven satisfactorily.
- 3.03.2 The Contractor shall be responsible for adequately bracing the units against lateral forces. Piling shall be driven before final adjacent excavations are made.
- 3.03.3 Pile driving equipment used shall be maintained in first class condition and shall operate efficiently in the space provided. Equipment shall be subject to the review of the Engineer.
- 3.03.4 **The material and installation requirements for sheet piling shall be in accordance with applicable sections of the *Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition*.**
- 3.03.5 **No separate payment will be made for this item (Sheet Piling) unless so indicated on the Bid Form as a separate pay item.**

3.04 MAINTENANCE AND SERVICING

The Contractor shall be responsible for the maintenance, servicing and repairs of the entire dewatering system and appurtenances during the life of the contract, including replacement of any and all wells, and piezometers found performing unsatisfactorily.

3.05 STANDBY PUMPING EQUIPMENT POWER

- 3.05.1 The Contractor shall furnish standby pumping equipment power as follows:
 - A. Diesel or liquid petroleum gas prime movers for pumps shall have 50% standby equipment.
 - B. Portable electric generators shall have 100% connected standby equipment.
 - C. Commercial electric power, if available, shall have 100% standby electric generating equipment.

3.06 REMOVAL

The dewatering facilities required to maintain a dry condition within the protected area shall be maintained until completion of the work within the protected area, and then shall be completely removed. However, no dewatering facilities of any kind shall be removed without prior approval of the Engineer. All wells, pumps and appurtenances employed in the dewatering system and all materials other than earth shall remain the property of the Contractor, and shall be removed by him or her from the site of the work. All holes shall be plugged as follows:

1. The riser pipes for all wells and piezometers shall be completely removed and filled with bentonite-cement grout.
2. Plugging shall be accomplished by inserting a grout pipe to the full depth of the well or riser pipe and the grout either poured or pumped in as the riser pipe is removed. The grout for plugging the hole shall consist of a mixture of portland cement, bentonite, and water proportioned as directed by the Engineer. The water percentage may be varied for a more effective plugging job. The grouting of abandoned wells and piezometer riser pipes in lieu of removing them will not be permitted unless approved by the Engineer.

PART 4 – MEASUREMENT

4.01 MEASUREMENT

Measurement will be a Lump Sum value. Only work performed in accordance with these specifications and approved by the Engineer shall be considered in the measurement.

PART 5 – PAYMENT

5.01 PAYMENT

Basis of payment shall be made on a Lump Sum value. Payment shall be full compensation for all materials, labor, permits, equipment, fuel, maintenance, and incidental items necessary to complete this item. Payment shall include work required for the collection, routing, pumping, and disposal of surface water. Payment shall include work required to dewater trenches from perched water tables and water entering the sidewalls of the trench excavations. Payment shall include the installation, monitoring and removal of the piezometers (if required) and plugging the piezometer holes. Payment shall include all standby equipment, labor, and materials for the dewatering system.

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



SECTION K5

MARSHALL DESIGN HOT MIX ASPHALT

CITY OF RIDGELAND, MISSISSIPPI

SPECIAL PROVISION NO. 907-401

CODE: (SP)

DATE: 6/24/2024

SUBJECT: MARSHALL DESIGN HOT MIX ASPHALT (HMA)

PROJECT: PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS

Section 401 - Asphalt Pavement-General, of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, is hereby amended as follows:

SECTION 907-401-MARSHALL DESIGN HOT MIX ASPHALT (HMA)

907-401.01-Description. Add the following subsection after the last paragraph of *Subsection 401.01-Description*, page 237:

907-401.01.1-Marshall Design Hot Mix Asphalt (HMA). It is the intent of this special provision to only revise those sections of 401 which would not be applicable for mixtures designed by the Marshall Method. Those sections not addressed or revised herein or otherwise applicable to Marshall Method designed mixtures shall remain in force as written or shall not be considered applicable to this special provision. Where conflicts exist between this special provision and the standard specifications, this special provision shall govern for mixtures designed and placed by the Marshall Method.

907-401.02.1.4-Mineral Filler Marshall Design HMA. Amend *Subsection 401.02.1.4-Blank*, page 239 to read as follows:

Mineral filler shall meet the requirements of 703.16.

907-401.02.1.6-Asphalt Admixtures. Add the following at the end of *Subsection 401.02.1.6-Asphalt Admixtures*, page 239:

907-401.02.1.6.1-Asphalt Admixtures for Marshall Design HMA. Additives for liquid asphalt for use in Marshall Design HMA shall meet the requirements of 702.08, except that the minimum Tensile Strength Ratio (TSR) when tested in accordance with Mississippi Test Method MT-63 shall be 85.

907-401.02.1.8-Aggregates for Marshall Design HMA. Add this subsection after *Subsection 401.02.1.7-Polymers*, page 239.

Marshall Design HMA shall also meet Subsections 907-401.02.1.8.1, 907-401.02.1.8.2 and 907-401.02.1.8.3 of this supplemental specification.

The several aggregate components, including mineral filler and other materials when required, shall be sized, uniformly graded, and combined in such proportions that the resulting mixture meets the gradation

requirements of the specific type mixture under contract. Pre-mixing of aggregate fractions by controlled methods may be permitted to produce a more workable component which contributes to the gradation requirements of the job-mix formula. Bituminous material within the percentage limits designated for the specific type mixture shall be combined with the other components of the mixture.

The Marshall Design HMA shall conform to the types set forth in *Table A*. The type of mixture is the Contractor's option except when a specific type or types are designated in the contract.

The overall limits set out in *Table B*, encompass the extreme limits for material or combinations of materials from all possible sources, and closer controls appropriate to the job materials shall be established for each specific mixture required under any contract in accordance with a job-mix formula.

907-401.02.1.8.1–Coarse Aggregate (Material Retained on No. 8 Sieve). Coarse aggregate shall be crushed stone, slag or granite; shell; expanded clay; expanded shale; crushed gravel (or combination of crushed and uncrushed) or combination thereof as set forth in *Table A*. Crushed reclaimed concrete pavement shall also be allowed as a coarse aggregate provided it meets the quality requirements below and the final product produced therefrom meets all other specification requirements.

Individual sources of coarse aggregate shall conform to the following quality requirements:

- (a) Percentage of wear shall not exceed 45 when tested in accordance with AASHTO T 96.
- (b) Except for expanded clay and shale, the coarse aggregate shall have a minimum dry rodded unit weight of 70 pounds per cubic foot when tested in accordance with AASHTO T 19.
- (c) The coarse aggregate shall be free of any injurious coating which will prohibit the adherence of asphalt to the aggregate particles.

907-401.02.1.8.1.1–Bituminous Base (BB-1).

Coarse aggregate when combined with other aggregate fractions in the proper proportions shall conform to the requirements of subsection 907-401.02.1.8.1 and the job-mix formula.

907-401.02.1.8.1.2–Leveling, Binder, and Surface Courses. With written permission of the Engineer, the specified surface course may be substituted for an underlying course. In this case, any crushed coarse aggregate or blend of crushed coarse aggregates without regard to a particular type of mix may be used. Provided, however, that the aggregates and the resulting mixture meet all other requirements for specified surface course including crushing and fractured face requirements. Surfaces mixtures (SC-2) shall not be allowed in lower courses with the exception of thin leveling sections.

Crushed slag used in the surface course shall have a dry rodded unit weight of not more than 90 pounds per cubic foot except the maximum unit weight is waived for chromium slag.

For surface course, the percent of thin or elongated pieces shall not exceed 15 by weight when tested in accordance with 703.01, and the percentage of loss shall not exceed 20 when tested for soundness using

magnesium sulfate in accordance with AASHTO T 104.

Crushed gravel, Class III, shall be the product resulting from crushing gravel aggregate of which no less than 98 percent is retained on the 3/8-inch sieve prior to crushing, and after crushing 100 percent passes the 3/8-inch sieve and no less than 65 percent passes the No. 4 sieve.

Shell shall consist of durable, washed particles of dead clam or dead reef oyster shell, or combination thereof. The shell shall be free of objectionable matter such as sticks, mud, clay lumps, cannery or live shell, or other deleterious matter. Not more than five percent by weight of the dredged material shall pass the No. 200 sieve; any such material shall be dispersed throughout the mass.

907-401.02.1.8.2–Fine Aggregate (Material Passing the No. 8 Sieve). Fine aggregate shall consist of hard, durable particles of naturally disintegrated rock, or material obtained by crushing stone, slag, gravel, reclaimed concrete pavement or combinations thereof. Fine aggregate, when manufactured, shall be manufactured from material meeting the quality requirements for coarse aggregate, and it shall be free of lumps of clay and friable particles, loam, organic or foreign matter.

Individual sources of fine aggregate shall be non-plastic when tested in accordance with AASHTO T 90.

Natural deposits of fine aggregate shall contain no more than 10 percent by weight passing the No. 200 sieve when tested in accordance with AASHTO T 11.

Fly ash, when used as a portion of the fine aggregate, shall be from an approved source.

907-401.02.1.8.2.1–Bituminous Base (BB-1). When the fine aggregate is combined with other aggregate fractions in the proper proportion, the resultant mixture shall meet the requirements of Subsection 907-401.02.1.8.2 and the job-mix formula.

907-401.02.1.8.2.2–Leveling, Binder, and Surface Courses. The amount of uncrushed fine aggregate permitted in the combined aggregate blend shall conform to the limitations in Subsection 907-401.02.1.8.2.

Individual fine aggregate components shall be of such consistency and dryness that a uniform and even flow from the cold feed will be provided.

Fine aggregate when combined with other aggregate fractions in the proper proportions shall meet the requirements of Subsection 907-401.02.1.8.2 and the job-mix formula.

907-401.02.1.8.3–Combined Aggregate Blend. The several aggregate fractions for the mixture shall be sized, graded and combined in such proportions that the resultant composite blend will meet the gradation requirements of *Table B*.

The minus No. 40 fraction of the combined aggregate shall be non-plastic when tested according to AASHTO T 90. The clay content for bituminous base, leveling and binder courses shall not exceed 1.0 percent, and for the surface course shall not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO T 88. Mineral filler and/or fly ash, when used to obtain desired properties

of the mixture shall not exceed 3.0 percent by weight of the total aggregate blend.

- (a) The ratio, by weight, of dust (material passing No. 200 sieve) to asphalt binder shall be not less than 0.8 nor more than 1.6.
- (b) Of all the material passing the No. 8 sieve and retained on the No. 200 sieve, not more than 60 percent shall pass the No. 30 sieve.
- (c) At least 70 percent by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more mechanically fractured faces for bituminous base courses.
- (d) At least 80 percent by weight of the combined mineral aggregate retained on the No. 4 sieve
- (e) shall have one or more mechanically fractured faces for bituminous leveling and binder courses.
- (f) At least 90 percent, by weight, of the combined mineral aggregate retained on the No. 4 sieve shall have two or more mechanically fractured faces for bituminous SC-1 Surface Mixtures.
- (g) Uncrushed natural sand shall pass the 3/8-inch sieve and the content shall not exceed 20 percent by weight of the total mineral aggregate except for RAP.

907-401.02.1.8.3.1—Tables for Marshall Design HMA. *Table A* specifies the types and coarse aggregate combinations for bituminous base and pavements. *Table B* specifies the gradations of the combined aggregates for bituminous bases and pavements.

The job-mix formula, excluding allowable tolerances in *Table C*, shall be within the limits of *Table B*. Unless otherwise designated on the plans or in the contract documents, the gradation number shall be as follows:

- (a) **Bituminous Base:** Number BB-1
- (b) **Leveling and Binder Course:** Number BC-1
- (c) **Surface Course and Leveling:** Number SC-1 and SC-2

Table C lists the maximum tolerances allowed for any one test of gradation and asphalt content from the job-mix formula.

Table D lists the minimum percent Voids in Mineral Aggregate (VMA) allowed for design and plant produced mixtures.

Table A. Optional Aggregate Types

Type Construction	Bituminous Base Course	Leveling & Binder Courses	Surface Course
<i>Coarse Aggregate:</i>	<i>Mixture Type Number</i>		
<i>Crushed Limestone</i>	1	1	
<i>Crushed Slag</i>	2	2	
<i>Crushed Granite</i>	3	3	
<i>Shell</i>	4	4	
<i>Expanded Clay or Expanded Shale</i>	5	5	
<i>Crushed Gravel or combination of crushed & uncrushed gravel combined with any coarse aggregate¹</i>	6	6	
<i>Crushed Gravel or combination of crushed & uncrushed gravel combined with Limestone or Slag^{1,2}</i>	7	7	
<i>Crushed Gravel combined with Limestone or Slag (SC-1)³</i>			8
<i>Crushed Gravel (Class HI) combined with Limestone or Slag (SC-2)³</i>			8
<i>Crushed Gravel (Class III) (SC-2)⁴</i>			9

Notes:

¹ At least 70% for bituminous base courses and 80% for bituminous leveling and binder courses by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more have one or more mechanically fractured faces.

² At least 20% of the total combined aggregate by weight shall be limestone or slag.

³ 20% to 50% of the total combined aggregate by weight shall be limestone or slag of which 20 to 45% shall pass the No. 8 sieve. Used for SC-1 or SC-2 Mixes.

⁴ Type 9 may be used only when designated or specified as an optional type in the contract. Used for SC-2 only.

Table B. Design Mater Range

Sieve Size:	Mix Number	Percent by Weight Passing Sieves			
		BB-1	BC-1	SC-1	SC-2
1 ½ inch		100			
1 inch		83-100			
¾ inch			100		
½ inch		56-95	82-100	100	
⅜ inch			71-91	87-100	100
No. 4		29-70	40-73	54-80	69-100
No. 8		19-54	26-58	32-63	47-95
No. 16					30-76
No. 30		8-30	9-30	12-33	18-58
No. 50		4-20	6-20	6.-20	9-42
No. 200		2-10	2-10	2-10	4-10
Min. % A.C. by Wt. of Mix*		4.0	4.0	4.0	4.0

* The actual percent of asphalt will be designated in the job-mix formula.

Table C. Tolerances from Job-Mix Formula (Maximum for Any One Test)

Sieve Sizes	Tolerances Percent (±)
Passing 3/8 inch and larger sieves	6
Passing Nos. 4, 8, and 16 sieves	5
Passing Nos. 30 and 50 sieves	4
Passing No. 200 sieve	1.5
Percent Asphalt Cement	0.4
Voids in Mineral Aggregate (VMA)	1.0

Table D. Minimum Voids in Mineral Aggregate (VMA)

Nominal Maximum Size*	VMA Minimum Percent
No. 4	17.0
⅜ Inch	15.0
½ Inch	14.0
¾ Inch	13.0
1 Inch	12.0

907-401.02.1.9–Stability of Marshall Design HMA. When tested in accordance with Mississippi Test Method: MT-34, Marshall Stability Values of Compacted Bituminous Mixtures, shall be 1500 pounds for base, leveling, and binder mixtures and 1800 pounds for surface mixtures when subjected to seventy-five (75) blows of a Standard Marshall Hammer on each end of the specimen and tested at a temperature of 140°F.

The total percent air voids in the completed mixture shall be within the range of 3-5.

The ratio, by weight, of dust (material passing the No. 200 sieve) to asphalt binder shall not be less than 0.8 nor more than 1.6 for all mixtures.

907-401.02.3.1–General. Add the following table to the end of *Subsection 401.02.3.1–General*, page 240.

Table E. RAP Percent for Marshall Design HMA

Marshall Design HMA Designation	Maximum percent RAP By total weight of mix
BB-1	30
BC-1	30
Leveling	30
SC-1	15

907-401.02.3.2–Job Mix Formula. Add the following after the end of *Subsection 401.02.3.2–Job Mix Formula*, page 241:

907-401.02.3.2.1–Job Mix Formula for Marshall Design HMA. The job mix formula for Marshall Design HMA shall be established in accordance with Mississippi Test Method MT-35.

Each mixture shall establish a single definite percentage of aggregate, including mineral filler, hydrated lime, and other materials when required, passing each required sieve size, and a single definite percentage of bitumen to be added to the aggregate and a single definite temperature at which the mixture is to be discharged from the mixer.

At least fifteen (15) days prior to the proposed use of each mixture to be supplied and placed under the contract, the Contractor shall submit in writing to the Engineer for his approval, a single (one) proposed job-mix formula or request the transfer of a verified job-mix formula for each mixture. The job-mix formula shall be signed by a Certified Mixture Design Technician (CMDT).

Prior to the use of each such mixture, the Contractor shall make available materials, conforming to the material specifications and proposed for use in the mixture, for sampling and testing by a MDOT approved laboratory, as the Engineer may consider necessary to determine approval or disapproval of the Contractor's job-mix formula, or the establishment of a proposed job-mix formula by the Engineer in lieu thereof. The

following information shall be forwarded for each mix submitted.

- (a) The specific project for which the mixture will be used.
- (b) The source and description of each material component (virgin & reclaimed) to be used in the mixture.
- (c) A sample of each component (including anti-stripping agent) proposed in the mixture.
- (d) The gradation and proportions of the materials to be combined in the mixture.
- (e) A percentage of the combined aggregates passing each specified sieve and a graphical plot of the combined aggregate gradation on a 0.45 power chart shall be attached. A percentage of asphalt by weight of the total mix intended to be incorporated in the completed mixture.
- (f) A proposed temperature at which the mixture is intended to be discharged from the plant.
- (g) A copy of the current temperature viscosity curve for the asphalt binder used in the mix.
- (h) The name of the Contractor's representative responsible for the quality control of the mixture during production.
- (i) Accompanying design curves and other laboratory test data to show that the completed mixture will conform to the requirements for stability, flow, workability, density, and all other criteria specified in the contract.

A MDOT approved laboratory will perform the tests necessary for verification of a proposed job-mix formula or transfer for each required mixture at no charge to the Contractor; however, a charge will be made for additional job-mix formulas submitted by the Contractor for review. The Contractor will be charged for the tests conducted on submitted materials that will not blend into an approvable job-mix formula and the materials submitted for additional job-mix formulas. Likewise, the Contractor will be charged for any additional transfers of approved mixes after tentative approval of a mix for a particular course has been given. Where the Contractor requests more than one job-mix for any course, only the job-mix used on the project will be furnished at no charge to the contractor.

In the case of a small quantity, under 200 tons, for a single pay item of bituminous mixture, as indicated in the proposal, is produced and supplied by an established plant, the approval of a job-mix formula shall be at the discretion of the Engineer, based on known satisfactory production of similar mixes made from materials previously tested and approved for other work; or, at the discretion of the Engineer, tested and approved for the work for which the job-mix formula is under consideration. Acceptance of the job-mix formula shall, also, be contingent upon proper placement qualities at the time the mixture is used in the work.

In the event the Contractor fails to submit a proposed job-mix formula sufficiently in advance of its proposed use for the Engineer to determine approval or non-approval, a job-mix formula will be established

by the Engineer at the earliest practical time.

In all cases, determination of the job-mix formula to be used will be made by the Engineer and will be based on resistance to stripping, stability, flow, VMA, total voids, workability, density, skid resistance, and any other criteria specified for the mixture complete in place; it will be based also on the materials submitted but if the specified or desirable properties cannot be obtained, other materials shall be submitted by the Contractor. It shall be fully understood that the amount of bitumen approved or established for the job-mix formula shall be determined by the Engineer as being that most compatible with the desired characteristics of the mixture and in consideration of the percentage of materials passing the No. 200 sieve. The ranges of the components of the Marshall Design HMA set out in *Table B* shall have no bearing upon the determination of the percentage established for the job-mix formula, except that no job-mix formula will be approved or established having permissible ranges outside of the master range for the particular mixture.

The job-mix temperature shall be the lowest temperature that is considered to be satisfactory to obtain the desired mixture.

No mixture will be accepted for use, nor shall any mixture be placed until the Engineer has established or approved a "tentative" job-mix formula for the particular mixture.

The job-mix formula thus approved or proposed from the laboratory test results shall be considered as "tentative" until a sufficient amount of the mixture has been actually processed through the plant, spread and compacted to determine by tests the necessity and effectiveness of corrections and adjustments to the plant operation, and to spreading and compaction procedures.

When a change in source of materials, unsatisfactory results or changed conditions make it necessary, a new job-mix formula will be required. The conditions set out herein for the original job-mix formula are applicable to the new job-mix formula.

The tentative job-mix formula, with its adjustments to plant operation and spreading and compaction procedure when required, will be considered as conditionally approved until it is rejected, or its approval is confirmed by the Engineer.

After approval of the tentative job-mix formula is confirmed by the Engineer, the mixture furnished for the project shall conform thereto within the range of tolerances specified for the particular mixture. No change in properties or proportions of any ingredient of the mix shall be made without permission of the Engineer. The job-mix formula for each mixture shall be in effect until revised in writing by the Engineer.

907-401.02.4–Substitution of Mixture. Add the following after the end of *Subsection 401.02.4--Substitution of Mixture*, page 242.

907-401.02.4.1–Substitutions of Marshall Design HMA. Except as otherwise specified in the contract, any Marshall Design HMA specified in the contract for a course required above the course being placed may be substituted in lieu of the mixture specified for the course being placed, provided the course constructed with the substituted mixture meets the composition and physical requirements, complete-in-place and accepted, for the mixture being used or for the mixture for which the substitution is being made, and will be measured and paid for as provided for the course being placed.

Density requirements will be as specified for the course for which the substitution is made. Any substitution of mixtures shall be of the same type. No other substitutions will be allowed. The quantity of substituted mixture shall be measured and paid for at the contract unit price for the mixture designated on the plans.

The substitution of any mixture will be contingent on meeting the required total structure thickness and maintaining the laying thickness for the particular substituted mixture. Unless designated otherwise in the contract, the minimum laying thickness of any HMA course shall be not less than twice the nominal maximum sieve size for the aggregate used.

907-401.02.5.1–General. Add the following at the end of *Subsection 401.02.5.1–General*, page 243.

907-401.02.5.1.1–Quality Control of Marshall Design HMA.

When quality control of Marshall Design HMA and testing indicates a trend toward borderline values for specified job-mix and other physical characteristics, the Contractor shall initiate immediate action to reverse the trend. When quality control testing confirms non-conformance to specified values, the Contractor shall take immediate corrective action or cease operations.

Quality Control of Marshall Design HMA shall include the following:

- (a) Determination of fractured face content of aggregates retained on the No. 4 sieve for base, binder, leveling and SC-1 surface mixtures at a minimum of one test per day of production.
- (b) Moisture tests on aggregate stockpiles at a minimum of one test per half day of production.
- (c) Extraction tests for gradation determination at a minimum of one test per half day of production. Gradation tests of combined aggregates may be sampled from conveyor belt or other approved sampling methods.
- (d) Determination of stability, total voids, Voids in Mineral Aggregate (VMA) and bulk specific gravity on laboratory compacted Marshall Specimens at a minimum of one test per half day of production.
- (e) Asphalt content using nuclear gauge or ignition oven at a minimum of three tests per day of production.

- (f) Stripping tests at a minimum of one stripping test at the beginning of each job-mix production and thereafter, at least once per each two weeks of production according to Mississippi Test Method: MT-63 and one stripping test per day of production according to Mississippi Test Method: MT-59. Should either the TSR (MT-63) or the boiling water (MT-59) stripping tests fail, a new anti-strip additive or rate shall be established or other changes made immediately that will result in a mixture which conforms to the specifications; otherwise, production shall be suspended until corrections are made.
- (g) Density tests as necessary to verify compaction (minimum of 3 per day).
- (h) Quality control charts, up-to-date and posted in a readily observable location.

At the beginning of placement for each course, except for temporary work of short duration and bridge replacement projects having 500 linear feet or less of pavement on each side of a structure, the Contractor shall construct a test strip of a maximum four hours duration for the purpose of evaluating the properties of Marshall Design HMA and determining maximum compaction of the mixture. When there are multiple bridge sites on a bridge replacement project, each site will be considered separately. At least one density growth curve shall be established within the test strip. If the test results are satisfactory, as approved by the Engineer, operations may resume. If unsatisfactory, appropriate adjustments shall be made, or a new job-mix formula obtained, and another test strip shall be constructed.

The rolling pattern established during construction of the test strip is to be used by the Contractor as a guide. When conditions change, variation from the rolling pattern may be necessary to maintain specification requirements, in which case a new rolling pattern shall be established.

Except as otherwise specified in the contract, any Marshall Design HMA specified in the contract for a course required above the course being placed may be substituted in lieu of the mixture specified for the course being placed, provided the course constructed with the substituted mixture meets the composition and physical requirements, complete-in-place and accepted, for the mixture being used or for the mixture for which the substitution is being made, and will be measured and paid for as provided for the course being placed. Density requirements will be as specified for the course for which the substitution is made. Any substitution of mixtures shall be of the same type. No other substitutions will be allowed. The quantity of substituted mixture shall be measured and paid for at the contract unit price for the mixture designated on the plans. The substitution of any mixture will be contingent on meeting the required total structure thickness and maintaining the laying thickness for the particular substituted mixture. Unless designated otherwise in the contract, the minimum laying thickness of any Marshall Design HMA course shall be not less than twice the nominal maximum sieve size for the aggregate used.

907-401.02.6.1–General. Add the following at the end of *Subsection 401.02.6.1–General*, page 247.

907-401.02.6.1.1–Acceptance of Marshall Design HMA. Pavement densities and smoothness of Marshall Design HMA will be accepted by lots as set out in 907-401.02.6.1.4, 401.02.6.5 and 403.03.2. Acceptance of Marshall Design HMA quality (VMA, total voids, asphalt content and stability) will be based on random samples tested in accordance with subsections 907-401.02.6.1.2, and 907-401.02.6.1.3.

907-401.02.6.1.2–Test for Marshall Design HMA Quality. The mixture will be accepted at the plant with respect to VMA, total voids, asphalt content and stability based on tests of Marshall Design HMA samples obtained from trucks and run by state certified technicians or MDOT approved laboratory. At least one sample will be obtained at random for each three hours' production or fraction thereof with a maximum of three samples for a full day's production. When a test fails to meet the specified requirements, the Contractor will be notified immediately and a verification test will be performed. If the verification test confirms the failure, the Contractor shall make the necessary corrections or adjustments to meet the specifications. If the next regularly scheduled random acceptance sample indicates that the failure has not been corrected, operations will be suspended until corrections or adjustments are made. Nonconforming mixture placed on the roadway prior to correcting will be accepted or rejected by the Engineer in accordance with 105.03, and payment will be made as set out below in Subsection 907-401.02.6.3. The Engineer may increase the testing frequency as necessary to assure conformity to the specifications.

The Engineer will determine acceptability of the combined aggregate blend based on testing personnel extraction tests of bituminous mixture samples obtained from trucks. At least one sample will be obtained at random for each day of production. When characteristics of the mixture indicate a change in gradation, additional tests will be performed as necessary to insure conformance to gradation requirements. When gradation is out of tolerance, the Contractor shall make necessary corrections or adjustments to meet the job-mix formula. Gradation must be in tolerance within a maximum production time of three hours as evidenced by an additional test or operations shall be suspended.

The Engineer will determine conformance to the specifications for Class III crushed gravel for surface mixture (SC-2) prior to incorporation in the work. At least one test will be performed at random during each week's production. One test will include an analysis of the gradation prior to and after crushing. Such aggregate not meeting the crushing requirements of the specifications will not be permitted in the work.

The Engineer will determine conformance to the specification requirements for crushed aggregate in base, leveling, binder and SC-1 surface mixtures prior to approval of a job-mix formula, at beginning of production and thereafter, at least one random test during each week's production. A failing test will be reported immediately, and the Contractor shall make necessary corrections. If the corrections are not made within a maximum production time of three hours, as evidenced by results of another test, production shall be suspended until corrections are made.

907-401.02.6.1.3–Acceptance Procedure for Marshall Design HMA Quality.

All obviously defective material or mixture will be subject to rejection by the Engineer. Such defective material or mixture shall not be incorporated into the finished work.

Each course will be accepted by lots. Material produced and placed during test strip(s), for each course will be designated as separate lots. Otherwise, the size of a lot will be designated as a day's run unless terminated by the Engineer. When less than a day's production and one or more tests have been made for VMA, total voids, asphalt content and stability, the work will be considered a lot. When less than a day's production and no tests have been made for VMA, total voids asphalt content and stability, the work will be included in the previous lot.

The bituminous mixture will be tested in accordance with the following procedures:

- (a) Voids in Mineral Aggregate (VMA) will be calculated in accordance with Mississippi Test Method: MT-35 using the bulk specific gravity of the compacted specimen prior to testing for stability and the bulk gravities of the aggregate components shown on the mix design.
- (b) Total air voids in the compacted mixture will be determined in accordance with Mississippi Test Method MT-35 using the bulk specific gravity of the compacted specimen prior to testing for stability and the maximum specific gravity of the uncompacted mixture determined from field laboratory tests.
- (c) Stability--Mississippi Test Method: MT-34, Marshall Stability Values of
- (d) Compacted Bituminous Mixtures.
- (e) Asphalt Content—Mississippi Test Method MT-6, Nuclear Determination of Bitumen Content of paving Mixtures, or Incinerator oven per AASHTO T 308, Method A.
- (f) Mixture Gradation--Mississippi Test Method MT-31.
- (g) Density—AASHTO T 166, Bulk Specific Gravity of Compacted Bituminous Materials, or Mississippi Test Method MT-16 (Method C), Nuclear Method for Field In-Place Density Determination, except leveling courses and temporary work of short duration will be determined only by AASHTO T 166. When test strip(s) are not required on bridge replacement projects, either AASHTO T 166 or Mississippi Test Method: MT-16 (Method C) will be used for density determination. (Note - The nuclear
- (h) Extractions shall be run to determine acceptability of the combined aggregate blend of samples of the bituminous mixture obtained from trucks. At least one sample will be obtained at random for each day of production.

Bituminous mixture placed prior to correction for deficiencies in VMA, total voids, stability, or asphalt content, as required above, and determined by the Engineer in accordance with 105.03 to be satisfactory to remain in place, will be paid for at 90% of the contract unit price.

907-401.02.6.1.4—Acceptance Procedure for Density of Marshall Design HMA. Each completed lift will be accepted with respect to compaction on a lot basis from density tests performed by the Engineer. Material produced and placed during test strip(s) for each course will be designated as separate lots. Otherwise, the lot will be designated as a day's production unless terminated by the Engineer. When less than a day's production and one or more tests have been made for each of the characteristics of VMA, total voids, asphalt content and stability, the work will be considered as a lot.

When less than a day's production and no tests have been made for each of the characteristics of VMA, total voids, asphalt content and stability, the work will be included in the previous lot. Each lot will be divided into five approximately equal sublots. One density test will be taken at a random location in each of the sublots in accordance with Department SOP. When a nuclear density test of a subplot does not meet specified density requirements, two additional tests will be taken within a one-square-yard area of the first test. The average of the three tests shall be the density of the subplot, except when removal of the subplot or a portion thereof is required as set out below. The average of the five subplot density tests will be the test value for the lot. Additional tests may be required by the Engineer to determine acceptance of work appearing deficient.

When determined that a lot density is below 92.0 percent but not lower than 90.0 percent of maximum density, the Contractor shall make the necessary correction to plant and/or mixture to conform to the specified density requirements. If the next lot or portion thereof, shows that corrections have not been made, the Contractor's operation will be suspended until such corrections are made. After a suspension of operations, a new test strip will be required during which the Contractor shall develop a new rolling pattern for compaction to specification requirements. Payment for the mixture placed prior to making correction will be made as set out below.

When determined that the density of a subplot is below 90.0 percent of maximum density, the subplot or portion thereof with a density outside these limits shall be removed and replaced at no additional cost to the project. The density will be verified from a pavement sample taken within a one-square yard area of the original nuclear gauge test and tested in accordance with AASHTO T 166 prior to requiring removal and replacement.

The limits of removal will be established from pavement sample densities. Any required removal shall be full lane width and not less than 50 feet in length. A corrected subplot will be tested for approval and determination of the average test value for the lot in accordance with Department SOP. No resampling will be performed when pavement samples are used for determining density.

When test strip(s) are not required on bridge replacement projects, either AASHTO T 166 or Mississippi Test Method: MT-16 will be used for density determination. (Note - The Nuclear gauge shall be correlated with the average of five pavement sample densities.)

When determined that a lot density is below 92.0 percent but not lower than 90.0 percent of maximum density, the Contractor will have the right to remove and replace the subplot or sublots not meeting specified density requirements in lieu of accepting reduced payment for the lot as determined in accordance with the provisions set out in the following paragraph.

Each lot of work found not to be in conformity with the density requirement of not less than 92.0 percent (92.0%) may remain in place with a reduction in payment as set out in *Table F*.

Table F. Payment Schedule for Compaction

Lot Density*	
Pay Factor	% of Maximum Density
**	above 97.0
1	above 92.0
0.9	91.0 — 91.9
0.75	90.0 — 90.9

* Any lot, subplot or portion thereof with a density of less than 90.0 percent (90.0%) of maximum density shall be removed and replaced at no additional cost to the Project.

** Field density greater than 97 percent - Plant corrections and/or mixture corrections shall be made by the Contractor or operations will be suspended until corrections are made as provided in Subsections 907-401.02.6.1.1, 907-401.02.6.1.2, and 907-401.02.6.1.3. Mixtures placed prior to corrections or suspension will receive 100 percent pay.

907-401.03.1.1.3–Weather Limitations for Marshall Design HMA. Add this subsection after *Subsection 401.03.1.1.2–Weather Limitations For WMA*, page 257.

At the time of placement, the air and pavement surface temperature limitations shall be equal to or exceed that specified in *Table G*.

Table G. Temperature Limitations

Compacted Thickness	Surface Courses	Binder & Leveling Courses	Base Courses
Less than 1 ½ in.	55° F	55° F	--
1 ½ in. to 2 ½ in.	50 °F	45° F	45° F
More than 2 ½ in.	45° F	40° F	40° F

When paving operations are discontinued because of rain, the mixture in transit shall be protected until the rain ceases. The surface on which the mixture is to be placed shall be swept to remove as much moisture as possible and the mixture may then be placed subject to removal and replacement at the contractor's expense if contract requirements are not met.

907-401.03.1.3–Density of Marshall Design HMA. Amend *Subsection 401.03.1.3–Blank*, page 257, to read as follows:

The average lot density for all dense graded base and pavement courses shall not be less than 92.0 percent nor more than 95.0 percent of the maximum density based on AASHTO T 209.

When borderline results are obtained on density tests, the Contractor shall make necessary adjustments to produce a desirable average test value that is appreciably below the maximum requirement specified above.

Pavement samples obtained for determining density and/ or correlation of the nuclear density gauge which have a thickness less than three-eighths inch or greater than the maximum size aggregate permitted by the job-mix formula will not be used as a representative sample.

When the density is below the established minimum density, the lot subplot(s) or portions thereof will be removed and replaced in accordance with the Department's Field Manual for HMA at no cost to the State.

Add subsections 907-401.04 and 907-401.05 after the last paragraph of *Subsection 401.03.14—Shoulder Wedge*, page 263.

907-401.04—Method of Measurement.

Marshall Design Hot Mix Asphalt (HMA), complete-in-place and accepted, will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of 401.03.2.1.11.

Unless shown as a separate pay item, the furnishing and application of the tack coat will not be measured for payment. When payment is provided, tack coat will be measured as set out in 407.06.

The quantity of Marshall Design HMA mixture required to correct the work, when made at the expense of the Contractor, will not be measured for payment.

Any excavation required for widening will not be measured for payment; the cost thereof shall be included in other items of work.

Undercut required by the Engineer will be measured for payment under the appropriate excavation item as provided in the contract or as extra work. Pavement removal and any required trenching will not be included in the measurement for undercut.

907-401.05—Basis of Payment. Subject to the adjustments set out in 907-401.02.6.3 and 907-401.02.6.4, Marshall Design Hot Mix Asphalt (HMA), complete-in-place, accepted, and measured as prescribed above, will be paid for at the contract unit price per ton for each lift of pavement specified in the bid schedule and shall be full compensation for completing the work.

907-401.05.1—Price Adjustment for Thickness Requirement. When grade stakes are eliminated as provided in 403.03.3 and the average thickness of all cores from lots representing a day's production is more than $\frac{3}{8}$ inch thicker than the total specified thickness of the pavement, excluding lift(s) placed using an established grade line, a lump sum reduction in payment for the surface lift of lots representing a day's production will be made per *Equation I*.

Equation I. Price Adjustment for Thickness

$$LS_{Reduction} = MV_{Lift} \left(\frac{D - 3/8}{ST} \right)$$

Where:

LS_{Reduction} = Individual Day's L.S. Reduction

MV_{Lift} = Monetary Value of the Day's Surface Lift Production.

D = The day's average deviation from total pavement thickness shown on the plans excluding lift(s) placed using an established grade line.

ST = Specified thickness for lift

The total L.S. reduction for the project is the summation of the individual day's reductions in payment.

Payment will be made under:

907-301-A	Plant Mix Bituminous Base Course, (BB-__, Type__)	—per ton
907-401-B	Hot Bituminous Pavement, Binder Course, (BC-__, Type __)	—per ton
907-403-C	Hot Bituminous Pavement, Surface Course, (SC-__, Type __)	—per ton



SECTION K6

SANITARY SEWERAGE

CITY OF RIDGELAND, MISSISSIPPI

SPECIAL PROVISION NO.907-260

CODE: (SP)

DATE: 6/24/2024

SUBJECT: SANITARY SEWERAGE

PROJECT: PURPLE CREEK BASIN DRAINAGE IMPROVEMENTS

SECTION 907-242--SANITARY SEWER FORCE MAIN PIPING

PART 1 GENERAL

1-01 DESCRIPTION

- A. In accordance with the requirements of these Specifications, the Contractor shall furnish and install materials and perform work necessary for or incidental to constructing sanitary sewer gravity piping complete and ready for use.
- B. The work shall include excavation, trenching and backfilling; furnishing and installing trench sheeting, shoring and bracing; furnishing and installing pipe, specials, services, manholes and related appurtenances; storage and protection of materials; testing, cleanup and other operations necessary to complete the work in accordance with the Specifications and Drawings.
- C. The Contractor shall provide a video inspection of the completed gravity pipeline. The video inspection shall be submitted to the Engineer and approved prior to acceptance of the project. The method of video inspection shall be submitted for approval to the Engineer prior to beginning work. The video process should include the following features; sufficient lighting to allow a clear picture of the entire periphery of the pipe; equipment capable of producing a color picture of quality and definition satisfactory to the Engineer and Owner; a method for accurately measuring locations of defects or points of interest along the pipe; and an audio track to help with location identity. The completed video tapes shall be formatted to provide a continuous uninterrupted record of the line from one end to the other and turned over to the Owner prior to final acceptance of the Project. Inspection, when used in this specification, means visual observation of materials, equipment, or construction work, on an intermittent basis, to determine that the work is in conformance with the contract documents and the design intent. **Such inspection does not constitute acceptance of the work, nor shall it be construed to relieve the Contractor in any way from his responsibility for the means and methods of construction or for SAFETY on the construction site.**

1-02 CONTRACTOR'S EQUIPMENT

- A. The Contractor shall provide and maintain the equipment necessary to prosecute the work in an orderly and safe manner. The equipment shall consist of suitable units designed or selected to perform and expedite the work and incidental items of construction.

1-03 CONFLICTS WITH OTHER UTILITIES

- A. Where the location of the sewer is not clearly defined by dimensions on the Drawings or unless otherwise directed by the Engineer, the sewer shall not be laid closer horizontally than ten feet (10') to a water supply main except that where the bottom of the water pipe will be at least eighteen inches (18") above the top of the sewer pipe, horizontal spacing may be a minimum of six feet (6'). **Water and sewer pipe shall NOT be laid in the same trench.** Where gravity flow sewers cross above water lines, the sewer pipe, for a distance of ten feet (10') each side of the crossing, shall be either ductile iron pressure pipe without any joint closer horizontally than eight feet (8') to the crossing or shall be fully encased in concrete.
- B. Where sewer construction conflicts with underground utilities which are indicated to remain in place, the Contractor shall be fully responsible for protecting these facilities and for restoring the portions of those lines which are damaged or severed as a result of his operations. Where existing lines in conflict are indicated to be removed by others, the Contractor shall cooperate with the Owner of these utilities to the end that these conflicts may be removed prior to excavation for the sewers.

1-04 APPLICABLE DOCUMENTS

- A. All referenced publications form a part of this Specification and, where referred to by basic designation only, are applicable to the extent indicated. Reference is to the latest edition of each unless specified otherwise.
- B. Local Building Codes: City, County, States or Federal Codes applying to the work.
- C. Miss. Standard Specifications for Road and Bridge Construction, latest edition: Sections as referenced herein.

- 1-05 SUBMITTALS: The Contractor shall submit testing reports, manufacturer's certifications, shop drawings, manufacturer's catalogs, specification sheets and other incidentals, to the Engineer, prior to ordering material.

PART 2 PRODUCTS

2-01 GENERAL

- A. The Contractor shall furnish materials necessary for or incidental to constructing a gravity sanitary sewer system. Materials shall be new and of first quality with certified tests for pipe and pipe fittings made at the manufacturer's plant to assure conformance with these technical provisions. Three (3) certified copies of each test result shall be furnished to the Engineer prior to installation.

- B. The kinds and classes of materials incorporated into the work shall be designated by the Engineer. The Contractor shall not construe or interpret the several kinds of materials described herein as being equal in their application for the project.

2-02 WATER FOR CONSTRUCTION AND TESTING

- A. The Contractor shall be responsible at his expense for water needed in constructing the work, flushing the completed system, testing and other incidental needs. Water used shall be from an approved source relatively free of pollution and shall be of a satisfactory bacteriological quality. Contractor shall remove all water from pipelines upon completion of testing at his expense.
- B. Water used in mixing concrete and mortar shall be fresh, clean and potable, suitable for drinking.

2-03 PIPE AND FITTINGS

A. PVC Plastic Pipe and Fittings

1. **Solid Wall PVC sewer pipe and fittings:** Shall be solid wall in accordance with ASTM D-3034, SDR 26 minimum for sizes 4" through 18". Joints shall conform with ASTM D-3212 and be elastomeric gasket conforming to ASTM F-477. Depth of bury for PVC pipe shall not exceed limits acceptable to the Engineer. Jointing shall be completed in accordance with manufacturer's specifications.

PVC pipe shall be designed to provide a minimum pipe stiffness value of 115 psi for SDR 26 for all sizes when tested in accordance with ASTM Standard Specification D-2412 at a deflection of five percent (5%).

Solid Wall PVC pipe shall be limited to the maximum trench depths shown in the following table.

MAXIMUM TRENCH DEPTHS FOR SOLID WALL PVC PIPE			
PIPE TYPE	PIPE DIAMETER	MAXIMUM DEPTH TO INVERT OF PIPE BEDDING DESIGNATION	
		CLASS "B"	CLASS "C"
SDR 26	6"	20'	14'
SDR 26	8"	20'	14'
SDR 26	10"	20'	14'
SDR 26	12"	20'	14'
SDR 26	15"	20'	14'
SDR 26	18"	20'	14'

B. PVC Large Diameter Heavy Wall Closed Profile Pipe

1. General: The work in this section includes furnishing all labor, equipment, and materials required to supply, install, and test (PVC) closed profile wall pipe, including accessories, as shown on the drawings and/or specified herein. A manufacturer with a minimum of five years' experience producing closed profile PVC pipe shall furnish all pipes. The pipe manufacturer will also be required to provide a list of not less than 10 successfully completed projects.

2. Quality Assurance:

- a. The contractor shall submit to the Engineer written evidence that the pipe furnished under this specification is in conformance with the material and mechanical requirements specified herein. All pipes to be installed under this contract shall be inspected at the plant and certified by an independent agency, pre-approved and chosen by the design engineer for compliance with this section.

Each PVC closed profile wall pipe length and fitting shall be clearly marked with the following:

1. Manufacturer's Name
2. Nominal Pipe Size
3. Cell Classification
4. ASTM F 1803 Designation
5. Uni-Bell Plastic Pipe Association Designation ("UNI-B-9")
6. **Pipe Stiffness - 60 PSI per ASTM D-2412**

- b. All pipe shall be factory air tested with gasket in place and marked accordingly.

3. Handling/Storage

- a. The pipe shall be handled carefully with nylon slings. The pipe can be unloaded/transported with construction equipment rigged with an "extra long fork" attachment.
- b. All pipe and accessories shall be stored on flat, level ground with no rocks or other objects under the pipe.
- c. The maximum stacking height for PVC closed profile wall pipe shall be as directed by the manufacturer.

<u>Pipe Size</u>	<u>Number of Rows</u>
21"	6
24"	5
27"	5
30"	4
36"	3
48"	2
54"	1

4. PVC Pipe Materials

- a. General
 - 1. Apart from structural voids and hollows associated with profile wall designs, the pipe and fittings shall be homogenous throughout and free from visible cracks, holes, foreign inclusions and other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density and other physical properties.
 - 2. Unless otherwise shown on the drawings or directed by the Engineer or manufacturer, the maximum depth of cover, measured from the pipe crown to the ground surface, permitted for all 21" to 54" sizes will be 30 ft. with standard bedding. The allowable depths are based on the assumption that the ground water level or phreatic surface is at surface grade elevation.
- b. PVC Large Diameter Heavy Wall Closed Profile Pipe
 - 1. PVC profile wall pipe and fittings shall be manufactured in accordance with the requirements of ASTM F 1803 latest edition.
 - 2. PVC profile wall pipe shall be made from a compound meeting the requirements of cell classification 12364A as defined by ASTM D 1784.
- c. Joints
 - 1. PVC profile wall pipe joints shall be the bell and spigot type, and shall conform to ASTM D-3212.
 - 2. Gaskets shall meet the requirements of ASTM F 477 and be molded into a circular form or extruded to the proper section, then spliced into circular form, and shall be made of a properly cured high grade elastomeric compound.
 - 3. Gaskets shall be factory installed and chemically bonded to the bell end of the pipe. Field installed gaskets and field cut beveled lengths of pipe shall be done in accordance with the manufacturer's instructions and recommended equipment and materials.
 - 4. All pipe gaskets and spigots will be thoroughly cleaned and lubricated before assembly.
 - 5. The use of putty, filler, rubber or plastic inserts to form either the inner or outer wall of the pipe will not be allowed on spigots or bells.
 - 6. Gaskets shall be of a four finned design and shall have a minimum sealing width of 3.25 inches.

5. Customer Inspection: The Engineer shall be entitled to inspect pipes and witness the manufacturing process.

2-04 MARKING SEWER PIPE

- A. Each pipe or fitting shall have plainly and permanently marked on the outside the following:
(1) pipe class or D-Load; (2) date of manufacture; and (3) manufacturer's name or trademark.
Marking shall be neatly stamped in the pipe or painted thereon with waterproof paint.

2-05 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for the condition of excavations made by him. Slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances that may occur. **The Contractor is solely responsible for maintaining safe working conditions in accordance with OSHA regulations.**
- B. Installation of sheeting, shoring and bracing shall be the responsibility of the Contractor. Shoring left in place shall not entitle the Contractor to claims for extra compensation unless so indicated on the Bid Form as a separate pay item.

2-06 INCIDENTAL MATERIALS

- A. Gray Iron Castings: Shall conform to the standard specifications for gray iron castings ASTM A-48, Class 25.
- B. Manhole Steps: Steps for manholes shall be cast aluminum alloy meeting (Alloy AA-514) and Federal Specification G4A, or corrosion resistant plastic encased steel.
- C. Foundations: Shall be either precast units or poured in place reinforced concrete as detailed, set on undisturbed earth or select bedding, where required by the Engineer or detailed on the Drawings. Concrete shall be Class "B" 4,000 PSI as specified in Section 03 00 00 "Cast in Place Concrete"
- D. Exterior Waterproofing: Shall be applied to the exterior of all concrete structures up to the ground line.
- E. Sealed Manhole Lids: Shall be watertight manhole frames with bolted lids, round neoprene gaskets.
- F. Manhole Connections: Manhole connections shall be made using a neoprene boot meeting ASTM Specification C-443. Internal and external band shall be stainless steel meeting ASTM Specification A-167.
- G. Grout: Grout shall be commercial non-shrink, non-stain grout by Euclid or approved equal.

2-07 MATERIALS FOR SUPPLEMENTARY WORK

- A. Materials for supplementary work consisting of repairs and replacement of street paving, sidewalks, driveways, parking areas, clay gravel areas, curbs, lawns, grass plots and other related items shall conform to the respective Sections of these Specifications, or as specified on the Drawings.

2-08 BEDDING AND BACKFILL

- A. The pipe shall be installed in accordance with the requirements specified in Part 3, hereafter. Native material excavated from the trench may be used for backfill, where allowed by the Engineer from one foot above the top of pipe to the top of the trench. Such native material

shall be non-organic, debris-free soil. Material for pipe bedding, trench undercut backfill and trench unsuitable backfill material is specified in paragraph B hereafter.

- B. Pipe Bedding and Material for Trench Undercut and Unsuitable Backfill: Pipe bedding, trench undercut backfill, and unsuitable backfill material shall be considered as material hauled in from off site. The placement of material for trench undercut areas and replacement of unsuitable backfill material shall be only by approval of the Engineer. On-site material excavated for the pipe installation shall be used for trench backfill. Pipe bedding material shall be incidental to the installation of the pipe. Testing costs incurred for tests required to verify that material meets this Specification shall be borne by the Contractor.

1. Select Bedding: Select granular material for bedding all pipe shall be Number 57 crushed limestone.

Total Percent by Dry Weight Passing Each Sieve (U.S. Standard)

<u>SIEVE SIZE</u>	<u>PERCENT PASSING BY WEIGHT</u>
1 ½ Inch	100
1 Inch	95-100
¾ Inch	-----
½ Inch	25-60
⅜ Inch	-----
No. 4	0-10
No. 8	0-5

2. Backfill for Unsuitable Trench Material: Select material for backfilling pipe trenches shall be select sand-clay material meeting the following gradation limits.

<u>SIEVE SIZE</u>	<u>PERCENTAGE (BY WEIGHT) PASSING SQUARE MESH SIEVES</u>
No. 10	30-100
The material passing the No. 10 sieve shall meet the following:	
No. 10	100
No. 40	20-85
No. 60	15-70
No. 200	8-40
The material passing the No. 40 sieve shall meet the following:	
Liquid Limit	25 Max.
Plasticity Index (P.I.)	NP to 6 Max.

3. Material for backfilling pipe trench undercut areas, as approved by the Engineer, shall be crushed limestone aggregate CR 610.

PART 3 EXECUTION

3-01 SITE PREPARATION

- A. The Contractor shall prepare, on a timely basis, rights-of-way, easements and sites indicated on the Drawings for construction of the wastewater improvements. The work shall include clearing and grubbing, removal of structures and obstructions, and the removal of permanent surfaces and landscaping items designated to be restored upon completion of the installation.
- B. Clearing and grubbing shall conform to the requirements specified elsewhere herein and shall include the removal of trees, roots, vegetation, structures and obstructions unless separate pay items are specifically provided for on the Bid Form. The completion of clearing and grubbing shall leave the site clear and free from undesirable obstructions, ready for trench excavation.

3-02 GENERAL

- A. Install gravity sanitary sewer mains where shown on Drawings, in compliance with manufacturer's instructions.

3-03 COVER

- A. Maintain forty-two inches (42") minimum bury along piping unless otherwise shown on Drawings or directed by the Engineer.

3-04 EXCAVATION AND TRENCHING

- A. Excavation of every description and of whatever substances encountered shall be performed to the depths indicated on the Drawings or as otherwise specified. Excavation shall be done by open cut from the surface except when tunneling or boring is specified or directed in writing by the Engineer. Trench width shall be kept as narrow as practical to provide a safe working area and to minimize excavation, and shall be maintained in strict compliance with OSHA regulations.
- B. During excavation, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. Excavated materials not required or not suitable for backfill shall be removed and wasted as directed by the Engineer. Grading shall be done as necessary and at Contractor's expense to prevent surface water from flowing into trenches or other excavations. Water accumulating therein shall be removed by pumping or by other approved methods. Temporary sheeting and shoring shall be used where necessary for the protection of the work and for the **safety of the personnel.**
- C. During excavation, materials meeting select bedding and/or backfill requirements shall be either separately or selectively stockpiled for use as pipe bedding and pipe backfill material.

Aggregate bedding material and sand material shall be handled and stockpiled in such a manner to prevent mixing with clay material when re-handled for backfilling.

- D. Excavation for manholes shall be sufficient to permit the carrying out of the construction as required.
- E. Trenches for process piping and other appurtenances shall be of only such width as necessary for proper laying of the pipe and for adequate select backfill. The net width of the trench at and below the top of the pipe shall be at least the pipe O.D. plus twenty four (24) inches. The width of the trench above this level may be as wide as necessary for sheeting, bracing, shoring or **for proper safe performance of the work.**
- F. The sides of the trench shall be maintained in strict compliance with OSHA regulations.
- G. The bottom of the trench shall be carefully graded, formed and aligned according to these Specifications and reviewed by the Engineer's observer before piping is laid thereon. The bottom of the trench shall be hollowed under each pipe joint to conform to the shape of the pipe, and holes shall be cut for the bells, allowing the body of the pipe a uniform contact and support throughout its entire length.
- H. The Contractor shall leave a minimum 2 foot berm width on each side of the trench between the trench and the excavated earth, to allow the free passage of workmen, the Engineer's representative, and to permit work in a safe, expeditious and satisfactory manner.
- I. No more than three hundred (300) feet of trench shall be opened in advance of the completed sewer, nor shall more than one hundred (100) feet be left unfilled except by permission from the Engineer. In special cases, the Engineer, when so requested by the Contractor, may waive the distance restriction to which the trench may be opened by notifying the Contractor in writing.

3-05 TUNNELING OR BORING

- A. Tunneling will be permitted only where indicated on the Drawings or by special permission of the Engineer.

3-06 SHEETING, SHORING AND BRACING

- A. Sheeting, shoring, and bracing shall be furnished, placed and maintained by the Contractor as may be required to support the sides of the excavation. The Contractor shall be fully responsible for the sufficiency of such supports to prevent movement which can injure or delay the work or endanger or cause damage to adjacent pavements, buildings or other structures, channels and drainage structures, **or create undue hazards to workmen.** Where in the opinion of the Engineer, damage is likely to result from withdrawing sheeting, the sheeting shall be left in place. **The material and installation requirements for sheeting, shoring and bracing shall be in accordance with applicable sections of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.**

- B. Sheeting, shoring and bracing which are not ordered by the Engineer to be left in place shall be removed in such manner as not to endanger the constructed sewer or other structures, utilities or property. Voids left or caused by the withdrawal of sheeting shall be immediately refilled with sand by tamping with tools specifically adapted to the purpose, by watering, or otherwise as may be directed.

3-07 EXCAVATED MATERIAL

- A. Excavated material from trench and structure excavation suitable for backfill shall be placed compactly on the sides of the excavation and kept up so as not to endanger the work and be of as little inconvenience as possible to the public travel and abutting property, and so that free access is maintained to fire hydrants and water valves in the vicinity of the work. Material encountered in the excavation which, in the opinion of the Engineer, is not suitable for use in the work, shall be removed and wasted as directed and shall not be stockpiled along the side of the excavation.
- B. The disposal of surplus and unsuitable excavation shall be the responsibility of the Contractor at his own expense. Surplus and unsuitable material not to be used in the construction of the project shall not be left on the right-of-way or easement of the project, or adjacent thereto, except by written permission of the affected property owner.

3-08 DEWATERING

- A. The Contractor shall be solely responsible for implementation of adequate dewatering provisions, as described hereafter and in Section 31 23 19 of these Specifications. A copy of the Geotechnical Investigation report associated with this project is included as the last section of these specifications.
- B. The Contractor shall provide and maintain adequate dewatering equipment to remove and dispose of surface and ground water entering excavations, trenches or other parts of the work. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the structure to be built or the pipe to be installed therein is complete to the extent that no damage from hydrostatic pressure, flotation or other cause will result. The normal water table shall be restored to its natural level in such a manner as not to disturb the pipe and its foundation.
- C. Excavations for trenches which extend down to or below static ground water shall be dewatered by lowering and keeping the ground water level beneath such excavations five feet (5') or more below the bottom of the excavation; except where the pipe is laid in an impervious strata, the lower trench section shall be maintained in a dry condition for bedding. The dewatering operation, however accomplished, shall be carried out so that it does not destroy or weaken the strength of the soil under or alongside the trench.
- D. Surface water shall be diverted or otherwise prevented from entering excavated areas or trenches to the greatest extent practicable without causing damage to adjacent property.

- E. The Contractor will be held responsible for the carrying capacity of pipe or conduit which he may use for drainage purposes. Pipes or conduits shall be kept clean and free of sediment or other restrictions.

- F. **Payment will be made for this item under Section 31 23 19.**

3-09 STEEL SHEET PILING

- A. Unless required by the drawings, steel sheet piling shall be driven at locations to be determined by the Contractor as necessary for protection of buildings, structures, utilities, channels or to prevent hazards to workmen. Piling may be new or used and shall be in such condition that it can be interlocked and driven satisfactorily.
- B. The Contractor shall be responsible for adequately bracing the units against lateral forces. Piling shall be driven before final adjacent excavations are made.
- C. Pile driving equipment used shall be maintained in first class condition and shall operate efficiently in the space provided. Equipment shall be subject to the review of the Contracting Officer.
- D. **The material and installation requirements for sheet piling shall be in accordance with applicable sections of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.**
- A. **No separate payment will be made for this item unless so indicated on the Bid Form as a separate pay item.**

3-10 PIPE PLACEMENT

- A. General: Unless otherwise noted on the Drawings or directed by the Engineer, the bed for the pipe shall be so shaped that at least the lower quarter of the pipe shall be in continuous contact with the bottom of the trench.
 - 1. When bell and spigot pipes or pipe couplings are used, spaces shall be cut to accommodate the bells or couplings. These spaces shall be deep enough to ensure that the bells or couplings do not bear the load of the pipes. When the pipes are laid, the barrel of each section of pipe shall be in contact with the quadrant shaped bedding throughout its full length, exclusive of the bell or coupling, to support the entire load of the pipe. Adjustments to line and grade shall be made by scraping away or filling in and compacting the earth under the body of the pipe and not by wedging or blocking up the pipe. Pipe shall not be laid on frozen ground.
 - 2. Before pipe is laid in the trench, the section in which pipe is to be placed must be dry and must be kept dry while joints are completed. Pipes, prior to being lowered into the trench, shall be thoroughly inspected by the Contractor's forces so that when jointed in the trench, there shall not be shoulders or unevenness along the lower half of the pipe. The faces of spigot ends and shoulders in the hubs or sockets shall be

true. Abnormal enlargements on these faces shall be cut away before the pipe is lowered into the trench.

3. The pipe shall be laid upstream, without breaks and with the bell end upgrade. Whenever the work ceases for any reason, the unfinished end of the pipe line shall be securely closed with a tight-fitted plug or cover. Pipe shall be so placed and maintained, that at the time of final acceptance of the project, the completed lines will be true to the established alignment and flow line grades.
 4. Gravity sewer - Construction shall begin at the lowest point, or elevation, and the pipe shall be laid continuously upstream without omitting sections or reaches.
- B. The installation and joining of pipe shall be in strict accordance with the applicable ASTM or AWWA Standards and the pipe manufacturer's recommendations.
- C. The trench subgrade shall consist of firm, stable, non-organic, debris-free soil. In locations where trench excavation exposes unsuitable material, as classified by these specifications, or in the judgment of the Engineer, the subgrade shall be undercut as directed by Engineer for the full design width of the trench and backfilled with select bedding material meeting the requirements of Part 2-08, herein, and installed in accordance with the requirements of Part 3-12 hereafter. Such undercutting and select bedding material will be compensated in accordance with the requirement of Part 4, hereafter. **Select bedding material in the pipe envelope will not be considered for payment.**

3-11 PIPE BEDDING

- A. The pipe shall be placed on compacted select bedding material shaped and placed on the trench bottom. The initial lift and each successive bedding lift up to the level of 1 foot above the top of the pipe shall be placed in lifts of six (6) inches or less and should be compacted to not less than 92 percent of standard Proctor maximum dry density (ASTM D 698) by hand tamping or by utilizing a hand-held mechanical compactor. Material shall be in accordance with Paragraph 2-08. The moisture content within the bedding soils should be as required to provide a firm and stable condition for compaction. The bedding material shall be brought up simultaneously at the same level on both sides of the pipe. Backfill shall be placed and tamped equally and thoroughly along each side of the pipe in a manner to avoid displacement of or damage to the pipe. The bottom, sides and top of the pipe bedding and #57 stone shall be wrapped with a geotextile fabric, Mirafi 170N, or equal and pinned in place on the top surface of the aggregate material. Contractor shall furnish and use multiple rock/bedding boxes at his expense to keep aggregate clean and free of soil and debris. Aggregate mixed with soil and debris shall not be allowed for pipe bedding material.

3-12 ALIGNMENT

- A. The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of gravity pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of

the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set up unless otherwise approved by the Engineer.

- B. Each joint of pipe will be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accord with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam.

3-13 CONCRETE PIPE JOINT CONSTRUCTION

- A. All pipe ends shall be smooth, concentric and free of voids or other imperfections which might reduce the sealing efficiency of the rubber gasket. The profile rubber gasket shall be installed by the Contractor in accordance with the gasket manufacturer's recommendations.

After the gasket has been applied to the pipe and lowered into the ditch, the rubber gasket and the receiving portion of the pipe shall be cleaned of any foreign material and shall be carefully handled to prevent damage to either jointing surface.

When the pipe is properly aligned and ready to couple, the pipe shall then be thrust home to seat. The concrete pipe shall be coupled by mechanical means such as a come-along winch, jack or other equipment that can exert sufficient pressure to couple the pipe to its proper position. Field joints for the PVC liner shall be sealed as recommended by the liner manufacturer and as described in this section and as shown on detailed drawings.

For the pipe joint, an Ameron Type P-1 joint shall be used. The joint shall be made with a separate 4-inch joint strip and two welding strips. The 4-inch joint strip shall be centered over the joint, heat-sealed to the liner, then welded along each edge to adjacent liner sheets with a 1-inch weld strip. The 4-inch joint strip shall lap over each sheet a minimum of 1/2 inch. This same type of joint weld shall be used at each joint in the manhole riser sections.

For sealing manhole joints, the following types of joints shall be constructed:

For sealing the joint where the flat slab top is attached to the riser section, an Ameron joint shall be made using the 2-inch angle strip and the 1-inch weld strip.

For sealing the joint between the liner on the flat slab top opening and the manhole casting, an Ameron joint shall be made.

For sealing joints where pipes enter and leave the manhole, a field joint shall be made using the fabricated end caps, the 2-inch by 2-inch angle strips and the 1-inch weld strips.

- B. All field welding of the PVC liner joints shall be made by the Contractor and in strict conformance with the specifications and instructions of the liner manufacturer. The hot-air welding tool shall provide effluent air to the sheets at a temperature between 500 and 600 degrees F. The welding tool shall be held approximately 1/2 inch from the sheet and moved

back and forth to cause a small bead of molten material to be visible along the edges and in front of the weld strip.

After the joint has been welded, all surfaces covered with lining shall be tested by the Contractor using an approved electrical Holiday Detector (Tinker & Rasor Model No. AP-W with 18,000 to 22,000 power pack) with the instrument set between 18,000 and 22,000 volts. Any imperfections must be repaired before placing the liner in service.

3-14 VYLON PIPE JOINT CONSTRUCTION

- A. Jointing and installation of Vylon PVC pipe shall be accomplished in accordance to the pipe manufacturer's recommendations. Gaskets shall be factory installed and chemically bonded to the bell end of the pipe. Field installed gaskets and field cut beveled lengths of pipe shall be done only in accordance with the manufacturer's instructions and recommended equipment and materials.

All pipe gaskets and spigots will be thoroughly cleaned and lubricated before assembly.

- B. Field cutting and sealing of the Vylon PVC pipe shall be accomplished in accordance with the manufacturer's recommendations. Contractor shall provide all equipment, labor and materials to properly seal cut sections of the pipe. All field cuts shall be sealed using 3M Scotch Guard DP-605 urethane sealant.

3-15 MANHOLE CONSTRUCTION

Manholes shall be delivered to the site with the steps installed. Manholes delivered without steps and inverts will be rejected. The manhole aggregate foundation and bedding material shall be compacted to 95% of standard Proctor maximum dry density.

- A. Pre-cast Reinforced Concrete Manholes
 - 1. Manholes: Shall meet the requirements of ASTM C 478, Precast Reinforced Concrete Manhole Sections and joints using preformed flexible joint sealant meeting the requirements of ASTM C 990. **Manhole interior liner coating shall be a minimum of 100 mils thickness of monolithic surfacing system coating in accordance with Section 09 97 23.10.**
 - 2. Design: The design of the manhole sections shall comply with the requirements of the latest revision of ASTM C478. Where pipe to manhole "Tee" sections are allowed by the project plans, the manufacturer must submit, for the Contracting Officer's approval, a design detail indicating the proposed section dimensions and reinforcing details.
 - 3. Materials
 - a. Reinforcement: Shall be in accordance with the requirements of ASTM C478.
 - b. Concrete: Products meeting the requirements of ASTM C478.
 - 4. Joints: Shall meet the requirements of ASTM C 990 using preformed flexible joint sealants.

5. Jointing:
 - a. All joints shall be assembled in accordance with the manufacturer's recommendations and the project plans and specifications. Any conflicts are to be brought to the attention of the Engineer prior to the continuance of work.
 - b. Clean and dry all surfaces of the inside of the bell and outside of the spigot immediately prior to applying the joint sealant.
 - c. Install 2 layers of preformed flexible joint sealant in accordance with the manhole manufacturer's recommendations.
 - d. Center spigot in bell and lower the manhole section into proper final position. Care must be taken to protect the joint ends during the jointing process.
 - e. Testing: Tests, in-process and final examinations shall be performed by the manufacturer in accordance with the latest revision of ASTM C478. All instruments, gauges and other testing equipment shall be of the proper range, type and accuracy to verify conformance. The Engineer shall have access to all records of tests and inspections related to the manufacture of the pipe.
 - f. Prior to backfilling, each manhole shall be tested in accordance with ASTM C1244 – Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test.
6. Customer Inspection: The Engineer shall be entitled to inspect pipes and manholes and witness the manufacturing process.
7. Waterproofing: Manhole exteriors shall be coated with two coats of coal tar pitch epoxy in accordance with manufacturer's recommendations. Coal tar epoxy shall be Tnemec Series 46-465 H.B. Tnemecol or approved equal.

3-16 PIPE CONNECTIONS TO MANHOLES

- A. General: When the Plans indicate connections to existing manholes, these connections shall be watertight and all work performed in an acceptable manner. Leak tests should be performed on manholes prior to backfilling operations.
- B. The size of the opening cut in the manhole wall shall be restricted to a nominal diameter sufficient only to insert the sewer pipe. **The pipe shall be inserted into the manhole with a sealed watertight flexible rubber-boot type of connection to prevent water or waste leakage.** Straps and connectors shall be stainless steel.

- 3-17 TRENCH BACKFILL: Backfill shall consist of the material placed as indicated on the detail shown in the construction drawings. As pipe is laid and suitably bedded in accordance with these Specifications, trenches and excavation shall be promptly backfilled to a level 12" above the top of the pipe in relatively thin lifts with select backfill material defined in Part 2-08.

Backfill material placed from the trench level 12 inches above the pipe shall be placed per the following criteria. In undeveloped areas, the backfill should be compacted in relatively

thin lifts (6"-8") to not less than **85** percent of standard Proctor maximum dry density. In developed areas where existing or future construction is planned, the backfill should be compacted in relatively thin lifts to not less than **95** percent of standard Proctor maximum dry density. Excavations should be backfilled as soon as possible and special care and planning will be required in the area of the existing Johnson Creek and any other lakes or ponds. Contractor shall use extreme care and safety methods while excavating along the embankments to prevent instability of the embankments.

The final surface at the top of the backfill over the pipeline should be sloped to provide effective and rapid drainage of rainfall and surface water away for the pipe alignment. In areas where the existing drainage flows will allow the placement of additional material on top of the backfill, the backfill material should be crowned or mounded along the length of the pipeline in undeveloped areas at least 12 inches higher at the centerline and sloped downward to natural ground levels.

- A. Tamping: The backfill shall be placed in equal thickness lifts, each lift being thoroughly compacted to the density specified. Each lift of the backfill material shall have proper moisture content to permit compaction to this density.
- B. Jetting: This method of backfill shall not be used.

3-18 MAINTENANCE OF SITE

- A. The Contractor shall prevent, control and correct dust nuisance or muddy conditions developing on roadways as a result of his operation. No payment for maintenance of the site shall be made but shall be considered as a subsidiary obligation of the Contractor. The contractor shall provide adequate traffic control and warning signs to alert and protect the public during material deliveries and construction work near public roadways.

3-19 PIPELINE TESTING

- A. General: Before any backfill is placed, the sewer line shall be checked by the Engineer for line, grade and workmanship. Before acceptance, each section of the line between manholes or such other length as determined by the Engineer to be suitable, shall be thoroughly inspected and any defects in workmanship identified shall be immediately corrected.
- B. Deflection Tests: After installation, the entire length of PVC pipe shall be checked for deflection by use of a "go-no-go" mandrel.
 - 1. The mandrel shall be constructed on one-half inch (1/2") thick angle iron or Number 4 steel bars (ASTM A-15) welded to steel pipe to measure a five percent (5%) deflection. The mandrel design must be approved by the Engineer.
 - 2. The average inside diameter of the pipe shall be used in calculating the five percent (5%) deflection.
 - 3. The line shall be flushed to clean any mud or debris which would hinder the mandrel passage.

4. The mandrel shall be pulled by hand through the pipe after backfill and trench settlement has occurred.
 5. The system will be subject to a mandrel check at the eleven (11) month warranty inspection.
 6. If any irregularities or obstructions are encountered they shall be corrected by the Contractor at no expense to the Owner and the repaired section of the line again checked for excessive deflection.
- C. General: Before any backfill is placed, the piping shall be checked by the Engineer for line, grade and workmanship. Before acceptance, each section of the line between manholes, structures, valves or such other length as determined by the Engineer to be suitable shall be thoroughly inspected and any defects in workmanship identified shall be immediately corrected.
 - D. Location: Each individual joint of the installed sewer line shall be tested. Joint Testing: Prior to backfilling, each joint shall be tested from the inside of the pipe using a -Cherne "Air-Loc Joint Tester" or equal. Testing procedures shall be as described in ASTM C 1103, Standard Practice for Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.
 - E. The Contractor shall submit for approval by the Engineer a large diameter pipe "joint tester" mechanism. Such mechanism shall be of standard manufacture and designed specifically to test large diameter pipe in accordance with ASTM C1103, latest revision.
 - F. All test procedures and methods shall be in accordance with ASTM C1103, latest revision.
 - G. The Contractor shall be responsible for all materials, methods, and safety during all testing.
 - H. Test results must be submitted to the Engineer for approval prior to request for payment for the affected length(s) of pipe material. All test results must be submitted to the Engineer for approval prior to a final request for payment.
 - I.. The Contractor shall conduct either an exfiltration or an infiltration test of each reach of sewer between manholes. The entire system shall be tested. An infiltration test will be required where the crown of the entire reach of sewer pipe being tested lies three (3) feet or more under the existing water table. An exfiltration test shall be required for all other conditions. Specials, tees, manholes, plugs, service lines, etc. shall be designed and constructed to meet the infiltration/exfiltration requirements herein.
 1. Exfiltration tests shall be conducted by blocking off all manhole openings except those connecting with the reach being tested, filling the line and measuring the water required to maintain a constant level in the manhole. During the exfiltration test, the average water depth above the pipe invert shall be ten (10) feet, unless manhole depths are such that this is impossible. The maximum depth at the lower

end shall not exceed twenty five (25) feet and the minimum depth at the upper end shall be at least five (5) feet above the crown of the pipe.

The total exfiltration shall not exceed one hundred (50) gallons per inch of nominal diameter per mile of pipe per 24 hours for each reach tested. For purposes of determining maximum allowable leakage, exfiltration tests shall be maintained on each reach for at least two (2) hours and as long as necessary (in the opinion of the Engineer) to locate all leaks.

The Contractor shall provide at his expense all the necessary piping between the reach to be tested, the test water, all labor and equipment required to complete the tests. The methods used and the time of conducting exfiltration tests shall be acceptable to the Engineer.

2. The allowable infiltration rate shall not exceed one hundred (100) gallons per inch of nominal diameter per mile of sewer per day. For purposes of determining maximum allowable infiltration, manholes shall be considered sections of equivalent diameter pipe.

If the infiltration rate in any reach exceeds the allowable maximum, the reach shall be retested after the leaks are repaired.

The Contractor shall be required to repair all visible leaks although both the infiltration and the exfiltration requirements have been met.

The Contractor shall provide at his expense all necessary equipment, materials, and personnel required for the tests. The methods used and the time of conducting the infiltration test shall be acceptable to the Engineer.

J. Air Testing

1. In lieu of the exfiltration test specified above, the Contractor may at his option, complete an air test in accordance with the following specifications. The air test shall in no case replace the infiltration test where ground water is present.
2. Procedure: The sewer line to be tested shall be tested between manholes in accordance with ASTM F-1417. The line shall be sealed at both ends. The seal at one end shall have an orifice through which to pass air into the pipe. An air supply shall be connected to the orifice at one end of the line. The air supply line will contain an on off gas valve and a pressure gauge having a range of 0 to 15 psi. The gauge shall have minimum divisions of .10 psi and shall have an accuracy of $\pm .04$ psi. Pressuring equipment should include a regulator or relief valve to avoid overpressuring and damaging an otherwise acceptable line.
3. The pipe line under test shall be pressurized to 4 PSIG. The line will be allowed to stabilize between 4 PSIG and 3.5 PSIG for a period of no less than 5 minutes. If necessary, air should be added to the line to maintain the pressure above 3.5 PSIG.

After stabilization period, the gas valve shall be closed. When the line pressure drops to 3.5 PSIG, commence timing with a stop watch. The stop watch should be allowed to run until such time as line pressure drops to 2.5 PSIG. Then the watch should be stopped and time lapse compared with the allowable time lapse in **Table 1** at the end of this Section, and for pipe size and leakage allowance specified by the Engineer. If the time lapse is greater than that specified, the section undergoing testing shall have passed, and the test may be discontinued at that time. If the time is less than that specified, the line has not passed the test and the Contractor will be required to find the leaks, repair them and retest until the section passes, at his own expense.

K. Manhole Vacuum Testing

1. Vacuum testing of all completed manholes shall be conducted by methods and equipment which have been reviewed by the Engineer.
2. Vacuum tests shall be performed with circular vacuum manhole tester and the acceptability of the manhole will be determined by the amount of vacuum loss over a specified period of time.
3. The vacuum pump used shall have the following CFM capacity:

<u>Inches of Mercury</u>	<u>CFM</u>
0" Hg.	28 CFM
10" Hg.	18 CFM
15" Hg.	12 CFM
20" Hg.	8 CFM

4. Plug all manhole inverts with pipeline plugs placed at least 6 inches beyond the wall to prevent temporary sealing of inverts.
5. Follow all local, state, and federal regulations and safety precautions concerning an entry of confined spaces. Follow all manufacturers recommendations and warnings for proper and safe installation of plugs and operation of vacuum testing equipment.
6. Evacuate the manhole to 10 inches mercury vacuum (0.3 bar). Monitor vacuum for the specified time period in accordance with ASTM C924. If the vacuum does not drop in excess of 1 inch of mercury, the manhole is considered to pass the test.
7. If a manhole does not pass, Contractor shall identify leak, repair leak, and repeat test until manhole passes.

3-20 FLUSHING

- A. The completed gravity flow system shall be free of mud, siltation and other foreign matter deposited or collected during construction. Flushing shall commence at the upstream end of the completed system and continue downstream manhole to manhole. Only water from an approved source will be permitted. Contractor shall furnish at his expense all flush water and pump water

from the pipeline at the end of line flushing. **No water shall remain in the pipelines after testing and flushing the system.**

- B. Water used in flushing will not be permitted to enter into the existing system but shall be disposed of in a manner acceptable to the Engineer.
- C. Flushing shall be accomplished prior to testing should the collected matter be sufficient in quantity to obstruct or affect the testing. Flushing will not be required in those sectors of the installed pipes and manholes where the exfiltration test has adequately cleaned the mains.

3-21 CLEAN-UP

- A. After the backfill is completed, the Contractor shall dispose of surplus material, dirt and rubbish from the site. Surplus dirt shall be disposed of in Contractor furnished and approved disposal areas or in on site areas as directed by the Engineer.
- B. After work is completed, the Contractor shall remove tools and other equipment used by him, leaving the entire site free, clear and in clean condition.

PART 4 MEASUREMENT

4-01 GENERAL

- A. The compensation as herein provided shall constitute full payment for performance of the work. The compensation shall further constitute full payment for all materials, labor, testing, equipment and incidental items of construction furnished by the Contractor.
- B. No measurement will be made of subsidiary items of work and accessories, excavation, trenching, backfill and disposal of surplus excavation and other incidentals included in the related Pay Items or called for in the Contract.

4-02 MEASUREMENT

- A. Gravity pipe will be measured in linear feet along the centerline of the pipe from center-to-center of manholes and from center of manhole to center of junction with existing main or plugged end.
 - 1. No deduction in length of main will be made for diameter of manholes or for space occupied by other specials installed in the interceptor.
 - 2. Gravity mains installed in cased or tunneled openings will be compensated for as a part of the casing or tunnel installation as per other section of these Specifications.
- B. Manholes will be measured as the number of completed and accepted units, by diameter, in-place, per each and accepted by the Engineer.

1. Should the Contractor construct any manhole with the casting finish grade higher than the indicated finish grade on the Drawings, the Contractor shall not be entitled to additional compensation for change in the increment depth unless the change was previously authorized or directed by the Engineer.
- C. Manhole castings will be measured as the number of units, by type and size indicated on the Bid Form, installed and accepted by the Engineer.
- D. Trench Undercut Excavation shall be measured per cubic yard and only as directed and approved by the Engineer.
- E. Material for trench undercut areas and replacement of unsuitable trench backfill material hauled in from off-site areas shall be measured by the cubic yard of material in place if and only if in the cases that are determined to be required by and approved by the Engineer. Backfill for undercut areas and bedding from on-site sources will not be measured. Pipe bedding material shall not be measured and shall be incidental to gravity pipe installation. Contractor to furnish delivery tickets to the Engineer.
- F. Manhole identification signage, complete, shall be measured per each.

PART 5 PAYMENT

5.01 PAYMENT

- A. Gravity pipe: Payment will be made at the respective Contract Unit Prices bid per linear foot for the various types and sizes of sewer pipe installed, complete in place, and shall include all trench excavation, pipe bedding, cutting and pipe sealing, pipe caps or plugs, pipe backfill with aggregate material, geotextile fabric, trench backfilling over pipe, for all sheeting, shoring and bracing, for all steel sheet piling, and for testing and flushing the completed system. Payment of the Contract Unit Price shall also constitute full compensation for the 100% Solids epoxy lining of the concrete pipe and 100% Solids epoxy coating of the exterior of all concrete pipes. Payment of the Contract Unit Price shall include all pumping and disposal of all test and flush water in the pipelines. Payment shall also constitute compensation for interior pipe coatings. Payment shall constitute full compensation for excavation, stockpile, hauling, placement and grading of the topsoil material. Payment shall include all grading, excavation, loading, hauling and disposal of excess backfill material and unsuitable backfill material.
- B. Manholes: Manholes will be paid for at the Contract Unit Price per unit per each for the type installed, complete in place and accepted. This price shall include all excavation and backfilling necessary for the satisfactory completion of the work. This price shall include all invert grouting, manhole pipe connections, drop construction, manhole interior and exterior coatings, bedding material, and testing, and other materials and work necessary for the satisfactory completion of the work. Payment of the Contract Unit Price shall also constitute full compensation for lining the manhole with 100% Solids Epoxy lining of the concrete pipe.

- C. Manhole Castings: Manhole castings will be paid for at the Contract Unit Price per unit, per size, per type installed, complete in place, and accepted. This price shall include all appurtenances, grouting, and other materials and work necessary for the satisfactory completion of the work.
- D. Trench Undercut Excavation shall be paid for at the contract unit bid price per cubic yard, including disposal of undercut material. Only material that has been approved by the Engineer prior to being excavated shall be included for payment.
- F. Material for trench undercut areas and replacement of unsuitable trench backfill material hauled in from off-site sources shall be paid for at the contract unit price for each item per cubic yard in place and accepted if determined to be required by the Engineer. Only material that has been pre-approved by the Engineer shall be include for payment.

No separate payment shall be made for on-site excavation material used for backfill of undercut areas or replacement of unsuitable trench backfill material. Use of borrow material onsite for trench backfill shall not be paid for separately by t shall be considered an absorbed cost item.

- G. Manhole identification signage, complete, shall be paid at the Contract Unit price per each.

Table 1
TIME IN SECONDS REQUIRED FOR PRESSURE TO DROP TO 2.5 LAMENTS
(Based on 0.003 cfm per sq. ft. and 2.0 cfm)

<u>Length of test section in ft.</u>	<u>Pipe Diameter in Inches</u>											
	<u>4</u>	<u>6</u>	<u>8</u>	<u>10</u>	<u>12</u>	<u>15</u>	<u>18</u>	<u>21</u>	<u>24</u>	<u>27</u>	<u>30</u>	<u>36</u>
25	4	16	22	28	93	62	89	121	158	200	248	356
50	10	33	43	55	158	124	178	243	317	401	495	713
75	19	49	66	83	240	186	267	364	475	601	743	1020
100	30	66	87	95	305	248	375	525	639	765	851	
125	41	82	109	110	349	372	510	650	680			
150	60	98	131	132	381	455	610					
175	79	115	153	154	413	575						
200	86	131	174	176	436							
225	95	147	196	294	459							
250	109	164	218	338								
275	113	189	240	382								
300	122	197	262									
350	131	213	306									
400	139	230	306									
450	147	246	306									
500	156	246	306									
550	165	246	306									
600	174	246	306									
650	183	246	306	382	459	575	610	650	680	765	851	1020

*** END OF SECTION ***



SECTION L
LANDSCAPE SPECIFICATIONS

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NOTICE TO BIDDER: LANDSCAPE SPECIFICATIONS IN THIS SECTION SHALL BE SUPPLEMENTARY TO THOSE DUPLICATE ITEMS COVERED IN THE 2017 MDOT SPECIFICATIONS AND APPLY STRICTLY TO THE FREEDOM RIDGE NATURE TRAIL PORTION OF THE PROJECT.

SECTION 201-A001-001 – CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes planting soils specified by composition of the mixes.
- B. Related Requirements:
 - 1. Section 907-32-9300.14 "Shrubs" for placing planting soil for plantings.
 - 2. Section 907-32-9219 "Hydroseeding" for soil in hydroseeded areas.

1.3 ALLOWANCES

- A. Preconstruction and field quality-control testing are part of testing and inspecting allowance.

1.4 DEFINITIONS

- A. AAPFCO: Association of American Plant Food Control Officials.
- B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
- C. CEC: Cation exchange capacity.
- D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
- E. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
- F. Imported Soil: Soil that is transported to Project site for use.
- G. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.
- H. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.

- I. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
- J. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
- K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- L. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
- M. SSSA: Soil Science Society of America.
- N. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- O. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- P. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- Q. USCC: U.S. Composting Council.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include recommendations for application and use.
 - 2. Include test data substantiating that products comply with requirements.
 - 3. Include sieve analyses for aggregate materials.
 - 4. Material Certificates: For each type of imported soil and soil amendment and fertilizer before delivery to the site, according to the following:
 - a. Manufacturer's qualified testing agency's certified analysis of standard products.
 - b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SU1P #25.
 - c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.

- B. Samples: For each bulk-supplied material, 1-gal. (4-L) volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For each testing agency.
- B. Preconstruction Test Reports: For preconstruction soil analyses specified in "Preconstruction Testing" Article.
- C. Field quality-control reports.

1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.
 - 1. Multiple Laboratories: At Contractor's option, work may be divided among qualified testing laboratories specializing in physical testing, chemical testing, and fertility testing.

1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Contractor to engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil and imported soil
 - 1. Notify Landscape Architect seven days in advance of the dates and times when laboratory samples will be taken.
- B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.
 - 1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.10 SOIL-SAMPLING REQUIREMENTS

- A. General: Extract soil samples according to requirements in this article.
- B. Sample Collection and Labeling: Have samples taken and labeled by Contractor in presence of Landscape Architect under the direction of the testing agency.
 - 1. Number and Location of Samples: Minimum of three representative soil samples from varied locations for each soil to be used or amended for landscaping purposes.

2. Procedures and Depth of Samples: According to USDA-NRCS's "Field Book for Describing and Sampling Soils."
3. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.

1.11 TESTING REQUIREMENTS

- A. General: Perform tests on soil samples according to requirements in this article.
- B. Physical Testing:
 1. Soil Texture: Soil-particle, size-distribution analysis by the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
 - a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
 - b. Hydrometer Method: Report percentages of sand, silt, and clay.
 2. Total Porosity: Calculate using particle density and bulk density according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
 3. Water Retention: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
 4. Saturated Hydraulic Conductivity: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods"; at 85% compaction according to ASTM D698 (Standard Proctor).
- C. Chemical Testing:
 1. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
 2. Clay Mineralogy: Analysis and estimated percentage of expandable clay minerals using CEC by ammonium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 1- Physical and Mineralogical Methods."
 3. Metals Hazardous to Human Health: Test for presence and quantities of RCRA metals including aluminum, arsenic, barium, copper, cadmium, chromium, cobalt, lead, lithium, and vanadium. If RCRA metals are present, include recommendations for corrective action.
 4. Phytotoxicity: Test for plant-available concentrations of phytotoxic minerals including aluminum, arsenic, barium, cadmium, chlorides, chromium, cobalt, copper, lead, lithium, mercury, nickel, selenium, silver, sodium, strontium, tin, titanium, vanadium, and zinc.
- D. Fertility Testing: Soil-fertility analysis according to standard laboratory protocol of SSSA NAPT WERA-103, including the following:
 1. Percentage of organic matter.
 2. CEC, calcium percent of CEC, and magnesium percent of CEC.
 3. Soil reaction (acidity/alkalinity pH value).
 4. Buffered acidity or alkalinity.
 5. Nitrogen ppm.
 6. Phosphorous ppm.

7. Potassium ppm.
 8. Manganese ppm.
 9. Manganese-availability ppm.
 10. Zinc ppm.
 11. Zinc availability ppm.
 12. Copper ppm.
 13. Sodium ppm and sodium absorption ratio.
 14. Soluble-salts ppm.
 15. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
 16. Other deleterious materials, including their characteristics and content of each.
- E. Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
- F. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.
1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft. (100 sq. m) for 6-inch (150-mm) depth of soil.
 2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per 1000 sq. ft. (100 sq. m) for 6-inch (150-mm) depth of soil.

1.12 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 3. Do not move or handle materials when they are wet or frozen.
 4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.1 PLANTING SOILS SPECIFIED BY COMPOSITION

- A. General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.
- B. Planting-Soil Type: Existing, on-site surface soil, with the duff layer, if any, retained and stockpiled on-site; modified to produce viable planting soil. Blend existing, on-site surface soil with soil amendments and fertilizers as specified in the soils report.
- C. Planting-Soil Type: Imported, naturally formed soil from off-site sources and consistent with on-site soil profile, according to USDA textures; and modified to produce viable planting soil.
 - 1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 4 inches (100 mm) deep, not from agricultural land, bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and brome grass.
 - 2. Additional Properties of Imported Soil before Amending: Soil reaction of pH 5.5 to 7 and minimum of 2 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
 - 3. Unacceptable Properties: Clean soil of the following:
 - a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
 - b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 8 percent by dry weight of the imported soil.
 - c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 2 inches (50 mm) in any dimension.
 - 4. Contractor shall submit samples of imported topsoil to a qualified soils lab as stated above and amend imported soil with fertilizers and amendments as specified by the soils report.
 - 5. Amended Soil Composition: Blend imported, unamended soil with the following soil amendments as specified in the soils report.

2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent.
- B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through a No. 40 (0.425-mm) sieve.

- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Perlite: Horticultural perlite, soil amendment grade.
- E. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 (0.30-mm) sieve.
- F. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C33/C33M

2.3 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
 - 1. Feedstock: Limited to leavesMay include animal waste >
 - 2. Reaction: pH of 5.5 to 8.
 - 3. Soluble-Salt Concentration: Less than 4 dS/m.
 - 4. Moisture Content: 35 to 55percent by weight.
 - 5. Organic-Matter Content: 2 to 20 percent of dry weight.
 - 6. Particle Size: Minimum of 98 percent passing through a [2-inch (50-mm)sieve.
- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture with 100 percent passing through a 1/2-inch (13-mm) sieve, a pH of 3.4 to 4.8, and a soluble-salt content measured by electrical conductivity ofmaximum 5 dS/m.
- C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture with 100 percent passing through a 1/2-inch (13-mm) sieve, a pH of 6 to 7.5, a soluble-salt content measured by electrical conductivity of maximum 5dS/m, having a water-absorbing capacity of 1100 to 2000 percent, and containing no sand.
- D. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
 - 1. Partially Decomposed Wood Derivatives: In lieu of shredded and composted wood derivatives, mix shredded and partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. (2.4 kg/cu. m) of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. (4 kg/cu. m)of loose sawdust or ground bark.
- E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

2.4 FERTILIZERS

- A. Superphosphate: Commercial, phosphate mixture, soluble.

- B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. (0.5 kg/100 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.
- C. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.
- D. Chelated Iron: Commercial-grade FeEDDHA for dicots and woody plants, and commercial-grade FeDTPA for ornamental grasses and monocots.

PART 3 - EXECUTION

3.1 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

- A. Excavation: Excavate soil from designated area(s) to a depth of 6 inches (150 mm) and stockpile until amended.
- B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
- C. Unsuitable Materials: Clean soil to contain a maximum of 7 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.
- D. Screening: Pass unamended soil through a 2-inch (50-mm) sieve to remove large materials.

3.3 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches (150 mm). Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top 4 inches (100 mm) of subgrade. Spread remainder of planting soil.
- C. Mixing: Spread unamended soil to total depth of 6 inches (150 mm) , but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
 - 1. Amendments: Apply soil amendments and fertilizer as specified in the soils report evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.
 - a. Mix fertilizer with planting soil no more than seven days before planting.
 - 2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 8 inches (200 mm) in loose depth for material compacted by compaction equipment, and not more than 6 inches (150 mm) in loose depth for material compacted by hand-operated tampers.
- D. Compaction: Compact each blended lift of planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D698 and tested in-place.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 BLENDING PLANTING SOIL IN PLACE

- A. General: Mix amendments with in-place, unamended soil to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Preparation: Till unamended, existing soil in planting areas to a minimum depth of 6 inches (150 mm). Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Mixing: Apply soil amendments and fertilizer as specified in the soils report, evenly on surface, and thoroughly blend them into full depth of unamended, in-place soil to produce planting soil.
- D. Compaction: Compact blended planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D698.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 APPLYING COMPOST TO SURFACE OF PLANTING SOIL

- A. Application: If specified by the soils report, apply compost component of planting-soil mix 4 inches (100 mm) of compost to surface of in-place planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Finish Grading: Grade surface to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor to engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests and inspections:
 - 1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D698. Space tests at no less than one for each 1000 sq. ft. (100 sq. m) of in-place soil or part thereof.
- C. Soil will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

3.7 PROTECTION

- A. Protection Zone: Identify protection zones according to Section 015639 "Temporary Tree and Plant Protection."
- B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Vehicle traffic.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.
- C. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.

3.8 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
 - 1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 201-A001-001

SECTION 907-01-5639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Section J Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at a height 6 inches (150 mm) above the ground for trees up to and including 4-inch (100-mm) size at this height and as measured at a height of 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.
- B. Caliper (DBH): Diameter breast height; diameter of a trunk as measured by a diameter tape at a height 54 inches (1372 mm) above the ground line for trees with caliper of 8 inches (200 mm) or greater as measured at a height of 12 inches (300 mm) above the ground.
- C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
 - a. Tree-service firm's personnel, and equipment needed to make progress and avoid delays.
 - b. Arborist's responsibilities.
 - c. Quality-control program.
 - d. Coordination of Work and equipment movement with the locations of protection zones.
 - e. Trenching by hand or with air spade within protection zones.

- f. Field quality control.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones.
 - 2. Detail fabrication and assembly of protection-zone fencing and signage.
 - 3. Indicate extent of trenching by hand or with air spade within protection zones.
- C. Samples: For each type of the following:
 - 1. Organic Mulch: 1-pint (0.5-L) volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
 - 2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
 - 3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.
- D. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 - 1. Species and size of tree.
 - 2. Location on site plan. Include unique identifier for each.
 - 3. Reason for pruning.
 - 4. Description of pruning to be performed.
 - 5. Description of maintenance following pruning.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For arborist and tree service firm.
- B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

- E. Quality-control program.

1.7 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by ISA
- B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
- C. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams for placement of protection zone fencing and signage, the arborist's and tree-service firm's responsibilities, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

1.8 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Moving or parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Backfill Soil: Stockpiled soil mixed with planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
 - 1. Mixture: Well-blended mix of two parts stockpiled soil to one part planting soil.
 - 2. Planting Soil: Planting soil as specified in Section 907-32-9300.14 "Shrubs"

- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of the following:
 - 1. Type: Shredded hardwood.
 - 2. Size Range: 3 inches (76 mm) maximum, 1/2 inch (13 mm) minimum.
 - 3. Color: Natural.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:
 - 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and weighing a minimum of 0.4 lb/ft. (0.6 kg/m); remaining flexible from minus 60 to plus 200 deg F (minus 16 to plus 93 deg C); inert to most chemicals and acids; minimum tensile yield strength of 2000 psi (13.8 MPa) and ultimate tensile strength of 2680 psi (18.5 MPa); secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches (2400 mm) apart.
 - a. Height: 48 inches (1200 mm).
 - b. Color: High-visibility orange, nonfading.
- D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
 - 1. Size and Text: As shown on Drawings.
 - 2. Lettering: As shown on Drawings, black characters on white background.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches (1372 mm) above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

- C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
 - 1. Apply 4-inch (100-mm) uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches (150 mm) of tree trunks.

3.3 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 100 feet on protection-zone fencing, but no fewer than four signs with each facing a different direction.
- C. Maintain protection zones free of weeds and trash.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
 - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction and as required for root pruning.

- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Cut Ends: Coat cut ends of roots more than 1-1/2 inches (38 mm) in diameter with an emulsified asphalt or other coating formulated for use on damaged plant tissues and that is acceptable to arborist.
 - 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 - 4. Cover exposed roots with burlap and water regularly.
 - 5. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune tree roots 12 inches (300 mm) outside of the protection zone by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches under direction of arborist.
 - 1. Prune to remove only broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
 - 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
 - 3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
 - a. Type of Pruning: Cleaning raising reducing and thinning as directed by the arborist
 - b. Specialty Pruning: Structural restoration vista pollarding and utility as directed by the arborist.
- B. Unless otherwise directed by arborist and acceptable to Architect, do not cut tree leaders.
- C. Cut branches with sharp pruning instruments; do not break or chop.
- D. Do not paint or apply sealants to wounds.

- E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.
- F. Chip removed branches and stockpile in areas approved by Landscape Architect.

3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
 - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Landscape Architect.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition or are damaged during construction operations that Landscape Architect determines are incapable of restoring to normal growth pattern.
 - 1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures 4 inches (100 mm) or smaller in caliper size.
 - 2. Large Trees: Provide two new tree(s) of 6-inch (150-mm) caliper size for each tree being replaced that measures more than 6 inches (150 mm) in caliper size.
 - a. Species: As approved by Landscape Architect.
 - 3. Plant and maintain new trees as specified in Section 907-32-9300.14 "Shrubs."

- C. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 4-inch (100-mm) uniform thickness to remain.
- D. Soil Aeration: Where directed by Architect, aerate surface soil compacted during construction. Aerate 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch- (50-mm-)diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 907-31-5639

SECTION 907-10-1426 - POST AND PANEL/PYLON SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division J Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Nonilluminated post-and-panel signs.

1.3 COORDINATION

- A. Furnish templates and tolerance information for placement of sign-anchorage devices embedded in permanent construction by other installers.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For signage.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
 - 3. Show message list, typestyles, graphic elements, and layout for each sign at least half size
- C. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.
 - 1. Include representative Samples of available typestyles and graphic symbols.
- D. Samples for Verification: For each type of sign assembly, showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated and as follows:
 - 1. Post-and-Panel Signs: Full-size Sample.
 - 2. Variable Component Materials: 8-inch (200-mm) Sample of each base material, character or graphic element, in each exposed color and finish not included in other Samples.
 - 3. Exposed Accessories: Full-size Sample of each accessory type.
 - 4. Full-size Samples, if approved, will be returned to Contractor for use in Project.

- E. Product Schedule: For post-and-panel and pylon signs. Use same designations indicated on Drawings or specified.
- F. Delegated-Design Submittal: For all signs.
 - 1. Include structural analysis calculations for signs indicated to comply with design loads; signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Evaluation Reports: For post-installed anchors, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.
- C. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For signs to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Tools: One set(s) of specialty tools for assembling signs and replacing variable sign components.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer of products or An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.9 FIELD CONDITIONS

- A. Field Measurements: Verify locations of anchorage devices embedded in permanent construction by other installers by field measurements before fabrication, and indicate measurements on Shop Drawings.

1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:

- a. Deterioration of finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image.
 - c. Separation or delamination of sheet materials and components.
2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design sign structure and anchorage of post-and-panel sign type(s) according to structural performance requirements.
- B. Structural Performance: Signs and supporting elements shall withstand the effects of gravity and other loads within limits and under conditions indicated.
 1. Uniform Wind Load: As required by ASCE Standards
 2. Concentrated Horizontal Load: As required by ASCE Code.
 3. Other Design Load:[As required by ASCE Code
 4. Uniform and concentrated loads need not be assumed to act concurrently.
- C. Thermal Movements: For exterior signs, allow for thermal movements from ambient and surface temperature changes.
 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- D. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design".

2.2 POST-AND-PANEL SIGNS

- A. Post-and-Panel Sign : Sign of single-panel configuration; with smooth, uniform surfaces and support assembly; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
 1. Pannier Graphics or approved equivalent.
 2. Composite, Phenolic-Core Sign Panels: Solid phenolic panel core with integral subsurface graphic image covered with integral, polymeric face layer.
 - a. Composite-Sheet Thickness: Manufacturer's standard for size of sign.
 3. Single-Panel Sign Frame: Entire perimeter.
 - a. Material: Steel.
 - b. Material Thickness: 1/8".
 - c. Frame Depth: As indicated on Drawings.
 - d. Profile: Square.

- e. Corner Condition in Elevation: Rounded.
 - f. Finish and Color: As selected by Landscape Architect from manufacturer's full range
 - 4. Sign-Frame Mounting: As indicated on Drawings
 - 5. Posts: Steel.
 - a. Shape: Rectangular.
 - b. Size: 2 by 3 inches .
 - c. Installation Method: Direct burial.
 - d. Finish and Color: As selected by Landscape Architect from manufacturer's full range.
 - 6. Sign-Panel-Face Finish and Applied Graphics:
 - a. Photo-Image Graphics: Manufacturer's standard multicolor, 600-dpi halftone or dot-screen image.
- 2.3 Overcoat: Manufacturer's standard baked-on clear coating.
- 2.4 MATERIALS
- A. Aluminum Sheet and Plate: ASTM B209 (ASTM B209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
 - B. Aluminum Extrusions: ASTM B221 (ASTM B221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
 - C. Steel Materials:
 - 1. Metallic-Coated Steel Sheet: ASTM A653/A653M, G90 (Z275) coating, either commercial or forming steel.
 - 2. Steel Sheet: Uncoated, cold-rolled, ASTM A1008/A1008M, commercial steel, Type B, exposed or electrolytic zinc-coated, ASTM A879/A879M, Coating Designation 08Z (24G), with steel sheet substrate according to ASTM A1008/A1008M, commercial steel, exposed.
 - 3. Hot-Rolled, Structural-Steel Shapes: ASTM A36/A36M or ASTM A529/A529M.
 - 4. Steel Members Fabricated from Plate or Bar Stock: ASTM A529/A529M or ASTM A572/A572M, 42,000-psi (290-MPa) minimum yield strength.
 - 5. Steel Tubing or Pipe: ASTM A500/A500M, Grade B.
 - 6. Bolts for Steel Framing: ASTM A307 or ASTM F3125/F3125M, Grade A325 (Grade A325M) as necessary for design loads and connection details.
 - 7. For steel exposed to view on completion, provide materials having flat, smooth surfaces without blemishes. Do not use materials whose surfaces exhibit pitting, seam marks, roller marks, rolled trade names, or roughness.
 - D. Stainless-Steel Sheet: ASTM A240/A240M or ASTM A666, [Type 304,] [Type 316,] stretcher-leveled standard of flatness.

- E. Acrylic Sheet: ASTM D4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).
- F. Fiberglass Sheet: Multiple laminations of glass-fiber-reinforced polyester resin with UV-light stable, colorfast, nonfading, weather- and stain-resistant, colored polyester gel coat, and with manufacturer's standard finish.
- G. Polycarbonate Sheet: ASTM C1349, Appendix X1, Type II (coated, mar-resistant, UV-stabilized polycarbonate), with coating on both sides.
- H. Vinyl Film: UV-resistant vinyl film of nominal thickness indicated, with pressure-sensitive, permanent adhesive on back; die cut to form characters or images as indicated on Drawings and suitable for exterior applications.
- I. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

2.5 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following unless otherwise indicated:
 - 1. Use concealed fasteners and anchors unless indicated to be exposed.
 - 2. For exterior exposure, furnish nonferrous-metal, stainless-steel, or hot-dip galvanized devices unless otherwise indicated.
 - 3. Exposed Metal-Fastener Components, General:
 - a. Fabricated from same basic metal and finish of fastened metal unless otherwise indicated.
 - b. Fastener Heads: For nonstructural connections, use flathead or oval countersunk screws and bolts with tamper-resistant, Allen-head, spanner-head, or one-way-headslots unless otherwise indicated.
 - 4. Inserts: Furnish inserts to be set by other installers into concrete or masonry work.
- B. Post-Installed Anchors: Fastener systems with bolts of same basic metal as fastened metal, if visible, unless otherwise indicated; with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC193, ICC-ES AC58, or ICC-ES AC308 as appropriate for the substrate.
 - 1. Uses: Securing signs with imposed loads to structure.
 - 2. Type: Torque-controlled, expansion anchor; torque-controlled, adhesive anchor; or adhesive anchor.
 - 3. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy stainless-steel bolts, ASTM F593 (ASTM F738M), and nuts, ASTM F594 (ASTM F836M).

- C. Power-Actuated Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- E. Anchoring Materials:
 - 1. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
 - 2. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 - a. Water-Resistant Product: At exterior locations, provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.6 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 - 1. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in locations concealed from view after final assembly.
 - 2. Mill joints to tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
 - 3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed joints of flux, and dress exposed and contact surfaces.
 - 4. Conceal fasteners and anchors unless indicated to be exposed; locate exposed fasteners where they will be inconspicuous.
 - 5. Internally brace signs for stability, to meet structural performance loading without oil-canning or other surface deformation, and for securing fasteners.
- B. Sign Message Panels: Construct sign-panel surfaces to be smooth and to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch (1.5 mm) measured diagonally from corner to corner.
 - 1. Coordinate dimensions and attachment methods to produce message panels with closely fitting joints. Align edges and surfaces with one another in the relationship indicated.
 - 2. Increase panel thickness or reinforce with concealed stiffeners or backing materials as needed to produce surfaces without distortion, buckles, warp, or other surface deformations.
 - 3. Continuously weld joints and seams unless other methods are indicated; grind, fill, and dress welds to produce smooth, flush, exposed surfaces with welds invisible after final finishing.

- C. Post Fabrication: Fabricate posts designed for structural performance indicated and of lengths required for installation method indicated for each sign.
1. Aluminum Posts: Manufacturer's standard 0.125-inch- (3.18-mm-) thick, extruded-aluminum tubing unless otherwise indicated, with brackets or slots to engage sign panels. Include post caps, fillers, spacers, junction boxes, access panels, reinforcement where required for loading conditions, and related accessories required for complete installation.
 2. Steel Posts: Fabricate from minimum 0.120-inch- (3.05-mm-)thick, steel tubing unless otherwise indicated. Include post caps, fillers, spacers, junction boxes, access panels, reinforcement where required for loading conditions, and related accessories required for complete installation.
 - a. Hot-dip galvanize post assemblies after fabrication according to ASTM A123/A123M.
 3. Direct Burial: Fabricate posts 36 inches (910 mm) longer than height of sign to permit direct burial or embedment in concrete foundations or concrete-filled postholes.

2.7 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated.
- D. Organic, Anodic, and Chemically Produced Finishes: Apply to formed metal after fabrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

2.8 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, [Class I, 0.018 mm] [Class II, 0.010 mm] or thicker.
- B. Color Anodic Finish: AAMA 611, [Class I, 0.018 mm] [Class II, 0.010 mm] or thicker.
- C. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

2.9 METALLIC-COATED STEEL FINISHES

- A. Surface Preparation: Clean surfaces of oil and other contaminants. Use cleaning methods that do not leave residue. After cleaning, apply a conversion coating compatible with the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas and apply galvanizing repair paint, complying with SSPC-Paint 20, to comply with ASTM A780/A780M.

- B. Factory Prime Finish: After cleaning and pretreating, apply an air-dried primer compatible with the organic coating to be applied over it.
- C. Baked-Enamel or Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of 2 mils (0.05 mm).

2.10 STEEL FINISHES

- A. Surface Preparation: Remove mill scale and rust, if present, from uncoated steel, and prepare for coating according to coating manufacturer's written instructions.
 - 1. For Baked-Enamel or Powder-Coat Finish: After cleaning, apply a conversion coating compatible with the organic coating to be applied over it.
- B. Factory Prime Finish: After surface preparation and pretreatment, apply manufacturer's standard, fast-curing, lead- and chromate-free, universal primer.
- C. Baked-Enamel or Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of 2 mils (0.05 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs.
- C. Verify that anchorage devices embedded in permanent construction are correctly sized and located to accommodate signs.
- D. Verify that electrical service is correctly sized and located to accommodate signs.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install signs using installation methods indicated and according to manufacturer's written instructions.
 - 1. Install signs level, plumb, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Install signs so they do not protrude or obstruct according to the accessibility standard.
 - 3. Before installation, verify that sign components are clean and free of materials or debris that would impair installation.

4. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

3.3 INSTALLING POSTS

- A. Vertical Tolerance: Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
- B. Direct-Burial Method:
 1. Excavation: Excavate posthole to dimensions indicated. Reconstruct subgrade that is not firm, undisturbed, or compacted soil, or that is damaged by freezing temperatures, frost, rain, accumulated water, or construction activities by excavating an additional 12 inches (300 mm), backfilling with satisfactory soil or well-graded aggregate, and compacting to original subgrade elevation.
 2. Setting in Earth: Set post in position, support to prevent movement, and backfill with satisfactory soil or well-graded aggregate as recommended in writing by manufacturer. Place and compact backfill in 6-inch (150-mm) lifts, compacting each lift.
 3. Setting in Cast-in-Place Concrete: Set post in position, support to prevent movement, and place concrete in posthole as indicated on Drawings.

3.4 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 907-10-1426

SECTION 907-23-2116 - RAILING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division J Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metallic-coated-steel, welded-wire fences.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For fencing.
 - 1. Include plans, elevations, sections, post spacing, mounting, and attachment details.
- C. Samples: For each fence material and for each color specified.
 - 1. Provide Samples 12 inches (300 mm) in length for linear materials.
 - 2. Provide Samples 12 inches (300 mm) square for wire mesh.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - 1. Include 10-foot (3-m) length of fence complying with requirements.

2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Wind Loading:
 1. Fence Height: 0 to 15 feet (0 to 4.57 m).
 2. Wind Exposure Category: B.
 3. Design Wind Speed: 105 mph (169 kph).
 4. Design Wind Pressure: 137 lb./sf.
- B. Lightning-Protection System: Maximum grounding-resistance value of 25 ohms under normal dry conditions.

2.2 METALLIC-COATED-STEEL, WELDED-WIRE FENCES

- A. Metallic-Coated-Steel, Welded-Wire Fences:
- B. Fence Fabric: Metallic-coated-steel wire.
 1. Spacing of Vertical Wires: As indicated on Drawings.
 2. Vertical Wire Size: As indicated on drawings.
 3. Spacing of Horizontal Wires: As indicated on Drawings.
 4. Horizontal Wire Size: As indicated on drawings.
- C. Posts:
 1. Line Posts: 6" x 6" pressure-treated lumber set 18" below finished grade.
 2. End and Corner Posts: 6" x 6" pressure-treated lumber set 18" below finished grade.
- D. Finish: Natural finish, pressure-treated lumber.

2.3 FENCE MATERIALS

- A. Metallic-Coated-Steel Wire: Welded-wire fence fabric, hot-dip galvanized after fabrication. Weight of zinc coating shall be not less than 1.0 oz./sq. ft. (305 g/sq. m).

2.4 COATING MATERIALS

- A. Epoxy Primer for Galvanized Steel: Epoxy primer recommended in writing by topcoat manufacturer.
- B. Polyurethane Intermediate Coat and Topcoat: Complying with MPI #72 and compatible with undercoat.

2.5 MISCELLANEOUS MATERIALS

- A. Concrete: Normal-weight, air-entrained, ready-mix concrete with a minimum 28-day compressive strength of 3000 psi (20 MPa), 3-inch (75-mm) slump, and 1-inch (25-mm) maximum aggregate size.
- B. Nonshrink Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M and specifically recommended by manufacturer for exterior applications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, construction layout, and other conditions affecting performance of the Work.
- B. Do not begin installation before final grading is completed unless otherwise permitted by Landscape Architect.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 100 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, underground structures, benchmarks, and property monuments.

3.3 FENCE INSTALLATION

- A. Install fences according to manufacturer's written instructions.
- B. Install fences by setting posts as indicated and fastening rails to posts.
- C. Post Excavation: Drill or hand-excavate holes for posts in firm, undisturbed soil. Excavate holes to a diameter of not less than 4 times post size and a depth of not less than 24 inches (600 mm) plus 3 inches (75 mm) for each foot (300 mm) or fraction of a foot (300 mm) that fence height exceeds 4 feet (1.2 m).
- D. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 - 2. Concrete Fill: Place concrete around posts and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

- a. Concealed Concrete: Top 2 inches (50 mm) below grade to allow covering with surface material. Slope top surface of concrete to drain water away from post.
3. Posts Set in Concrete: Extend post to within 6 inches (150 mm) of specified excavation depth, but not closer than 3 inches (75 mm) to bottom of concrete.
4. Space posts uniformly as specified in the Drawings.

END OF SECTION 907-23-2116

SECTION 907-32-0190
LANDSCAPE ESTABLISHMENT MAINTENANCE

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section specifies requirements for the contract item Landscape Establishment Maintenance. The work includes plant establishment maintenance, regular long-term maintenance, watering, weeding, fertilizing, plant replacement, record keeping, monitoring of restoration progress and success, and other associated work needed to complete the work and as required by these Specifications and Drawings.
- B. Furnish labor, material, equipment, and services required to maintain the landscape in an attractive condition during the Landscape Establishment Maintenance Period as specified herein.
- C. The Landscape Establishment Maintenance period shall start upon issuance of installation acceptance by the Engineer and shall continue for a period of one year. Maintenance shall be to the satisfaction of the Landscape Architect.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary General Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 907-32-9219 - Hydroseeding

1.03 REFERENCES

Not Used.

1.04 SUBMITTALS

- A. As-Built Drawings from Planting. A set of As-Built Drawings for the planting shall be available for review at the beginning of the landscape establishment site walk.
- B. Modified As-Built Drawings after the Landscape Establishment Maintenance. Prior to the date of the final inspection, the Contractor shall acquire approved reproducible prints and shall prepare the final record from the job record set of all changes made to all plans during construction, label said prints As-Built, and deliver to the Landscape Architect and as required to any Local Agency.
- C. Landscape. Prior to the date of final acceptance, the Contractor shall deliver the Landscape Guarantee as required. Said Guarantee shall be on the Contractor's letterhead and dated with the scheduled final acceptance date.
- D. Pre-one-year Plant Establishment Period site visit: When all revegetation establishment work has been completed, as approved by the Landscape Architect, the

Contractor shall be notified in writing whether the work is acceptable or of any requirements necessary for completion of acceptance. The Landscape Architect will provide these requirements in a punch list that will include items to be completed immediately or by the end of the one-year Plant Establishment Period.

- E. Maintenance Schedule: The Contractor shall prepare a detailed maintenance schedules that will show each weeding session. The schedule will indicate calendar dates when maintenance will be conducted and when maintenance will be started and ended every day. Maintenance schedules should show the following:
 - 1. Proposed mowing activities
 - 2. Proposed watering
 - 3. Proposed seeding
 - 4. Proposed weed control plan and invasive species management plan
 - 5. Proposed litter removal prior to mowing
- F. Invasive Species Management Plan: The Contractor shall prepare a plan that includes a description of the species to be managed, procedures proposed to remove invasive species, herbicide use, spill prevention procedures, and safe handling of herbicides. The Contractor shall refer to the Mississippi Forestry Commission Invasive Plants section at <https://www.mfc.ms.gov/forest-health/invasive-plants/>.

1.05 QUALITY ASSURANCE

- A. Contractor to provide qualifications for the Landscape Architect showing years of experience, and a minimum of three project references. For each reference, list client, design or engineering professional hired by the client, type, cost and duration of project and role of personnel.
- B. Contractor shall specialize in maintenance services of the type specified with a minimum of five years' experience in the field. The Contractor shall have the following personnel performing maintenance services on-site:
 - 1. A horticulturist who shall demonstrate knowledge of best horticultural practices and best maintenance practices for all aspects of grounds maintenance.
 - 2. A certified arborist who shall demonstrate knowledge of best horticultural practices and best maintenance practices for all trees. Arborist only shall perform pruning work on all trees.
 - 3. State licensed applicator of fertilizers and pesticides and shall not apply chemicals that will harm the owner, neighbors, or general public.

1.06 INSPECTIONS

- B. Schedule: Contractor shall conduct jointly inspections with the Landscape Architect every quarter. Contractor shall provide a 7-calendar-day notice to Landscape Architect

prior to each inspection date. Contractor shall discuss and review project site conditions and provide photos, discuss on-going maintenance activities, and discuss adjustments and changes to the establishment maintenance procedures.

1.06 MAINTENANCE

- A. All landscape planting material shall be maintained for one year by the Contractor. The maintenance period will officially start on the day after all work on the project is completed and approved, and a field notification is issued to the Contractor to establish the effective beginning date of the Landscape Establishment Maintenance Period.
- B. Contractor shall provide the following maintenance for all landscape planting material during the one-year Landscape Establishment Maintenance Period:
 - 1. Watering, weeding, caring for the plants, edging, spraying, pruning, and other activities required to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive during the maintenance period.
 - 2. Keep planted areas free of debris and weeds.
 - 3. Any plant material found to be dead or in poor condition during the maintenance period shall be immediately replaced by the Contractor at no cost to the Water district. Material to be replaced within the warranty period shall be replaced by the Contractor within 7 calendar days after notification by the Landscape Architect. The Landscape Architect reserves the right to reject and replace the landscape maintenance crew at any time.
 - 4. Remove invasive species that reappear.
 - 5. One week prior to the end of the landscape establishment maintenance period, the Landscape Architect will review the project with the Contractor to verify acceptance before the landscape establishment period ends.
 - 6. A punch list shall be issued by the Landscape Architect for corrections to the landscape work. A copy shall be sent to the Landscape Architect, the parks and recreation maintenance department, and the Contractor. The maintenance period will not terminate until all punch list items are corrected.
 - 7. The Landscape Establishment Maintenance Period shall continue at no additional cost to the Owner or Landscape Architect, until any noted deficiencies have been corrected and until final acceptance by the Landscape Architect.

1.08 WARRANTY

- A. Plant material and infrastructure installed under this Contract shall be warranted against inferior workmanship or improper establishment, as determined by the Landscape Architect. Identified deficiencies shall be replaced by the Contractor. Acts of Nature (not including seasonal inundation of up to 10-year flood event, theft and vandalism) will not be the responsibility of the Contractor. In such cases, the Contractor shall notify the Landscape Architect.

1.09 TIMING AND CONDITIONS

- A. Timing: The Establishment Period begins when items specified in the specifications and shown on the Drawings have been satisfactorily completed and an Installation Acceptance has been provided in writing by Landscape Architect. The duration of the Establishment Period shall be one year from the date of Installation Acceptance as documented by a written notice from the Landscape Architect. All revegetated areas shall be maintained by the Contractor until final approval by the applicable resource agencies.
- B. Maintenance and establishment operations shall be performed only during periods when beneficial results can be obtained. When excessive winds or other unsatisfactory conditions prevail, the work shall be stopped as directed. The Contractor shall schedule resetting and replanting in the mornings to avoid stressing plants during installation if the temperature is expected to be 90 degrees F or greater. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted in writing to, and approved by, the Landscape Architect. The Contractor shall be prepared to install plants at the earliest time when conditions (weather, moisture, temperature, stream flows, etc.) are acceptable.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials used shall conform to Section 907-32-9219- Hydroseeding or shall otherwise be acceptable to the Engineer. Deliver to Engineer monthly record of all herbicides, insecticides and disease control chemicals used.

PART 3 EXECUTION

3.01 YEARLY MAINTENANCE AND ESTABLISHMENT

- A. Maintenance shall occur weekly and according to the following standards:
 - 1. All areas shall be kept free of debris, planted and mulched areas maintained and replenished.
 - 2. All plants shall be checked for adequate watering, fertilized, and sprayed for pest control.
 - 3. Damaged areas shall be repaired at Contractor's expense.
- B. Weed Remove
 - 1. Remove weeds and vegetative growth competing for the installed and native volunteer plants' moisture, nutrients, and sunlight. Only weeds rated as an MS Risk Category 1 or 2 in the DRAFT: Noteworthy Exotic Plant Species for Mississippi by the Mississippi Exotic Pest Plant Council (MS-EPPC) have to be removed. Weeds shall be removed before setting seed. These weeds shall be

diligently removed throughout the entire project area including laydown, staging, access roads and any other adjacent areas impacted by the Project.

2. Weeding, herbicide, and/or pesticide application shall be done regularly by the Contractor. Weeding shall be done at a minimum of bi-weekly until the end of the one-year Plant Establishment Period. Weeds shall be properly disposed of offsite. The Contractor shall obtain approval from the Landscape Architect prior to herbicide/pesticide application, and shall apply herbicide/pesticide per manufacturer's recommendations and any State of Mississippi guidelines. Herbicide/pesticide application must be in compliance with any applicable provisions of regulatory permits. The Contractor must possess a valid State pesticide and/or herbicide license at all times.
3. The Contractor shall control weeds as identified by the Landscape Architect such that no annual weed species cover exceeds 20% of the project site, before they exceed 12 inches in height, and before they set seed. The Contractor shall control all perennial weed species as identified by the Landscape Architect. Areas where weeding creates in excess of 25 square feet of bare soil shall be reseeded and maintained by the Contractor.
4. Collected plant material will be hauled off-site. Invasive plants shall not be left on-site, burned, or ground on-site. Transport material to an appropriate disposal location at time of removal.
5. Spot treatment with herbicide application of unwanted, noxious, or invasive species where necessary. For large areas treated with herbicide, reseed quickly to reduce continuation of problems.

C. Hydroseeding Care

1. Contractor is responsible for closely observing plants for signs of drought stress and soil for depth of saturation and provide additional waterings if any deficiencies are noted. Supplemental waterings shall be provided at no additional cost to the Owner.
2. Water shall not be applied at a rate that will cause erosion, damage the hydroseeded areas, or cause runoff. Soil shall be moistened to a minimum depth of 18 inches. Short irrigation applications interrupted by extended infiltration periods shall be repeated multiple times if soil percolation rate is slower than the irrigation system precipitation rate. The Contractor shall apply sufficient water to keep the hydroseeded areas in a thriving condition, growing vigorously.

D. Live Stake Care

1. Contractor to ensure sufficient watering to saturate the root system at least once a week during the spring and summer months.
2. Damaged or missing stakes should be replaced as soon as possible at no additional cost to the Owner.

E. Mowing

1. Seed mix areas to a height of eight (8) inches once a year to remove any tall standing dead vegetation. Recommended mowing time should be in late winter to early spring.
- F. Mow height shall not be lower than 8-inches.Minimize Soil Disturbance
1. Due to the nature of invasive plants to rapidly colonize areas of disturbed soil, it is essential to minimize areas of soil disturbance during any clearing or weeding activities.
- G. Erosion Control
1. Contractor shall correct all soil erosion and shall repair and/or replace all above ground erosion control features damaged during the one-year Plant Establishment Period. Any above ground erosion control measures including but not limited to, silt fencing, gravel, bags, 100% biodegradable fiber rolls and/or hay bales shall be removed by the Contractor following acceptance of the one-year maintenance and monitoring period by the Engineer. All hay/straw products shall be un-decaying, clean, and free of weeds, seeds, and debris

3.01 ADAPTIVE MANAGEMENT

- A. During the course of the project, it may become evident that certain site conditions have changed, and some requirements as stated herein may have a negative effect on the intent of the project. If this occurs in the opinion of the Contractor, he/she shall notify the Landscape Architect, identify the detrimental condition(s), and suggest and document in writing. The Contractor shall take no action contrary to the requirements of this Contract unless prior written permission is given by the Landscape Architect.

3.02 PREPARING REPORTS, RECORDS, AND AS-MAINTAINED DRAWINGS

- A. Quarterly establishment reports
- B. Final report

3.03 CLEAN UP

- A. The Contractor shall maintain the project site in a clean and orderly condition at all times (as determined by Owner/Engineer/Landscape Architect). Immediately before the end of the Establishment Period, and before final inspection, the Contractor shall remove any installation, maintenance, and establishment materials from the site. Any other items designated by Owner/Engineer/Landscape Architect shall be removed and discarded at an approved facility in accordance with all local laws and regulations.
- B. Leaf and branch drop, and organic debris of species not identified as weeds shall be left in place unless specially required to be removed for brush management purposes as directed by the Landscape Architect.
- C. Continuously remove, and dispose off site, all trash and litter during the establishment maintenance period.

3.04 PERFORMANCE STANDARDS DURING ESTABLISHMENT PERIOD

- A. Acceptability of hydroseed establishment shall be determined by the uniformity of germination and growth throughout the seeded areas and be consistent with soil and environmental conditions. Areas that do not germinate and grow as expected compared to adjacent areas shall be re seeded per original installation specifications.
 - 1. Overall seedling coverage, as percent of the site, size of bare areas, as well as seedling health and vigor will be considered by the Landscape Architect in determination of establishment.
 - 2. Areas determined by Landscape Architect that fail to establish shall be reseeded as soon as weather conditions are favorable.
- B. At the end of the first growing season, a minimum of 80% of the seeded permanent species in riparian and upland seed areas.
 - 1. No invasive species should be dominant.
- C. Should identified species seed establishment fail to occur, a determination should be made as to why and a remedial action plan shall be prepared by the Contractor and submitted for approval.
 - 1. Any container planted trees and shrubs that do not meet the performance criteria shall be replaced by the Contractor at no additional cost.

3.05 FINAL PROJECT ACCEPTANCE

- A. The Contractor shall notify the Landscape Architect for final inspection and turnover of maintenance activities. The request shall be in written form and received at least ten (10) calendar days before the anticipated date of inspection.
- B. Engineer shall certify in writing as to the satisfaction and substantial completion of the project, which shall be deemed final acceptance. Final acceptance is defined as when all punch list items have been determined to be complete by either the Owner or Owner's representative and the Contractor is authorized to submit the final pay application

PART 4 PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the contract item Landscape Establishment Maintenance will be by monthly inspections to ensure the landscape is being maintained to the standards established herein.

4.02 PAYMENT

- A. The contract price will be paid for LANDSCAPE ESTABLISHMENT MAINTENANCE which shall include monthly compensation for all costs incurred under this section.

END OF SECTION

SECTION 907-32-1313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes Concrete Paving
 - 1. Curbs and gutters.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site
 - 1. Review methods and procedures related to concrete paving, including but not limited to, the following:
 - a. Concrete mixture design.
 - b. Quality control of concrete materials and concrete paving construction practices.
 - 2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete paving Subcontractor.
 - e. Manufacturer's representative of stamped concrete paving system used for stamped detectable warnings.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Samples for Verification: For each type of product or exposed finish, prepared as Samples of size indicated below:
 - 1. Exposed Aggregate: 10-lb (4.5-kg) Sample of each mix.
- C. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.
- B. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.
 - 4. Admixtures.
 - 5. Curing compounds.
 - 6. Applied finish materials.
 - 7. Bonding agent or epoxy adhesive.
 - 8. Joint fillers.
- C. Material Test Reports: For each of the following:
 - 1. Aggregates: Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- D. Field quality-control reports.

1.7 QUALITY ASSURANCE

- A. Stamped Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.
- B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- C. Testing Agency Qualifications: Qualified according to ASTM C1077 and ASTM E329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

- D. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
 2. Build mockups of concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Landscape Architect and not less than 96 inches (2400 mm) by 6 inches (2400 mm)
 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
 2. Do not use frozen materials or materials containing ice or snow.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- C. Hot-Weather Concrete Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 - 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet (30.5 m) or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.
- C. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, fabricated from galvanized-steel wire into flat sheets.
- D. Reinforcing Bars: ASTM A615/A615M, Grade 60 (Grade 420); deformed.

2.3 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C150/C150M, gray portland cement Type I.
 - 2. Fly Ash: ASTM C618, Class C
- B. Normal-Weight Aggregates: ASTM C33/C33M from a single source
 - 1.
- C. Air-Entraining Admixture: ASTM C260/C260M.
- D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material. Do not use calcium chloride or admixtures containing calcium chloride
 - 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 - 2. Retarding Admixture: ASTM C494/C494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
- E. Color Pigment: ASTM C979/C979M, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable,[free of carbon black,] nonfading, and resistant to lime and other alkalis.
 - 1.
 - 2. Color: As selected by Landscape Architect from manufacturer's full range.

- F. Water: Potable and complying with ASTM C94/C94M.

2.4 FIBER REINFORCEMENT

- A. Synthetic Fiber: Monofilament polypropylene fibers engineered and designed for use in decorative concrete paving, complying with ASTM C1116/C1116M, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.

2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- B. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B, dissipating.
- F. White, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 2, Class B, dissipating.

2.6 RELATED MATERIALS

- A. Joint Fillers: ASTM D1751, asphalt-saturated cellulosic fiber in preformed strips.
- B. Pigmented Mineral Dry-Shake Hardener: Factory-packaged, dry combination of portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides interground with cement.
 - 1. Color: As selected by Landscape Architect from manufacturer's full range.

2.7 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
- B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent. Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Pozzolan: 25 percent.
 2. Slag Cement: 50 percent.
 3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
1. Air Content: 4-1/2 percent plus or minus 1-1/2 percent for 1-1/2-inch (38-mm) nominal maximum aggregate size.
 2. Air Content: 4-1/2 percent plus or minus 1-1/2 percent for 1-inch (25-mm) nominal maximum aggregate size.
 3. Air Content: 5 percent plus or minus 1-1/2 percent for 3/4-inch (19-mm) nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use high-range, water-reducing and retarding admixture in concrete as required for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd. (0.60 kg/cu. m).
- G. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.
- H. Concrete Mixtures: Normal-weight concrete.
1. Compressive Strength (28 Days): 3500 psi (24.1 MPa).
 2. Maximum W/C Ratio at Point of Placement: [0.50.
 3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M and ASTM C1116/C1116M. Furnish batch certificates for each batch discharged and used in the Work.
1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
 - 1. Completely proof-roll subbase in one direction. Limit vehicle speed to 3 mph (5 km/h).
 - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
 - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch (13 mm) according to requirements in Section 312000 "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

- F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D3963/D3963M.
- G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch (50-mm) overlap of adjacent mats.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Provide tie bars at sides of paving strips where indicated.
 - 3. Butt Joints: Use [bonding agent] [epoxy-bonding adhesive] at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
 - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 50 feet (15.25 m) unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch (6-mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
 - a. Tolerance: Ensure that grooved joints are within 3 inches (75 mm) either way from centers of dowels.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
 - a. Tolerance: Ensure that sawed joints are within 3 inches (75 mm) either way from centers of dowels.
 3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch (10-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 (ACI 301M) by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms.

Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
 - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
 - 2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.
 - 3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic.

3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbing concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.9 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 (ACI 117M) and as follows:
1. Elevation: 3/4 inch (19 mm).
 2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
 3. Surface: Gap below 10-feet- (3-m-) long; unlevelled straightedge not to exceed 1/2 inch (13 mm).
 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches (13 mm per 300 mm) of tie bar.
 5. Lateral Alignment and Spacing of Dowels: 1 inch (25 mm).
 6. Vertical Alignment of Dowels: 1/4 inch (6 mm).
 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches (6 mm per 300 mm) of dowel.
 8. Joint Spacing: 3 inches (75 mm).
 9. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
 10. Joint Width: Plus 1/8 inch (3 mm), no minus.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C172/C172M shall be performed according to the following requirements:
1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.

- a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C143/C143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C231/C231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C1064/C1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when it is 80 deg F (27 deg C) and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C31/C31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C39/C39M; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- D. Test results shall be reported in writing to Engineer / Landscape Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

3.11 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Engineer / Landscape Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 907-32-1313



PRODUCT GUIDE SPECIFICATION

SECTION 32 14 33.13 – PERMEABLE PLASTIC PAVING

REV 11-06-23 v4

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Base material, over sub base prepared by others.
- B. Porous pavement system with S-flexural joints for seasonal expansion and contraction.
- C. Parking, fire lane, and traffic delineation.
- D. Gravel fill.
- E. Grass fill.

1.2 RELATED REQUIREMENTS

- A. Section 31 20 00 – Earth Moving: Subgrade Preparation.
- B. Section 33 41 00 – Subdrainage: Subsurface Drainage.
- C. Section 32 10 00 – Bases, Ballasts, and Paving.
- D. Section 32 80 00 – Irrigation: Irrigation System.
- E. Section 32 30 00 – Site Improvements.
- F. Section 32 92 00 – Turf and Grasses.

1.3 PREINSTALLATION MEETINGS

- A. Convene pre-installation meeting a minimum of two weeks prior to start of porous paving systems Specifier Notes:
- B. Verify project requirements, subbase and base conditions, manufacturer's installation instructions and coordinate with other related work.
- C. Require attendance of parties directly affecting work of this section, including the contractor, architect, engineer, and installer. Manufacturer's representative may attend by phone conference as needed.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01.
- B. Product Data: Submit manufacturer's product data.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop drawings: Submit manufacturer's shop drawings including laying pattern and parking delineation locations.
- D. Samples: Submit two square samples of TRUEGRID Paver units.
- E. LEED and other Sustainable Design Submittals: Provide documentation of how the requirements for credit/certification will be met including, but not limited to: Recycled content, stormwater management, heat-island mitigation, water use reduction, site development, and regional materials.
- F. Manufacturer's Certificates: Certify products meet or specified requirements.
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic fertilizing and maintenance.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Manufacturer with a minimum of five years documented experience with products specified.
- B. Installer Qualifications: Installer experienced in performing work of this section that has specialized in installation of work similar to that required for this project. Installer must also be able to provide skilled workman with satisfactory record of performance on landscaping or paving projects of comparable size and quality.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Protect porous paver units from damage during delivery and store under tarp when the time from delivery to installation exceeds 30 days.
- C. Protect materials during handling and installation to prevent damage.

1.7 SEQUENCING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions recommended by manufacturer for desired results. Do not install products under conditions outside manufacturer's absolute limits.
- B. Do not begin installation of porous pavements until all hard surface paving adjacent to porous pavement areas, including concrete walks and asphalt paving, is completed.
- C. Install turf when ambient air temperature is at least 55 degrees F.
- D. In wet weather, do not build on wet, saturated or muddy subgrade.

- E. In cold weather, do not use frozen materials or materials coated with ice or frost, and do not build on frozen base or wet, saturated or muddy subgrade.
- F. Protect partially completed porous paving against damage from other construction traffic when work is in progress.
- G. Protect grass fill / sodded paving areas from traffic until grass root system has matured for at least 3 to 4 weeks. Use barricades to only permit access by emergency and fire equipment.

1.9 WARRANTY

- A. Provide the manufacturer's 10-year limited warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Airlite Plastics Co. DBA TRUEGRID Pavers, 6110 Abbott Dr, Omaha, NE 68110. Phone: 1-855-355-GRID. Email: info@truegridpaver.com Website: www.truegridpaver.com.
- B. Substitutions: Not permitted.

2.2 PRODUCTS

- A. Permeable Pavers, TRUEGRID PRO PLUS for grass or gravel applications.
 - 1. AASHTO H20, HS20 Rated.
 - 2. Manufactured in the USA.
 - 3. High density polyethylene (HDPE): 100 percent post-consumer recycled materials
 - 4. Recycled and recyclable content: 100 percent.
 - 5. S-Flexural joints molded in for soil seasonal expansion and contraction.
 - 6. Color: black- carbon black additive for long-term UV stabilization.
 - 7. Paver size: 24 inches by 24 inches by 1.8 inches.
 - 8. Pre-assembled: 4-foot by 4-foot sections.
 - 9. Cylindrical cell design for column strength.

10. Cell size: 3.30 inch inside diameter.
 11. Co-joined cells at 48 places for strength.
 12. Wall thickness: 0.150 inches / .250-inch nominal.
 13. A minimum of 2 co-joined common walls per cell for structural integrity.
 14. Connections:
 - a. No clips or stakes necessary.
 - b. No additional parts or tools needed.
 - c. Integral male-female three-point locking system.
 - d. Wall thickness at tabs: 0.290 inch.
 15. Molded in X-anchors to stabilize pavers.
 16. Nominal Coverage per Paver: 4 square feet.
 17. Weight per paver: 5.25 lbs.
 18. Permeability of System: 100 percent.
 19. Compressive Strength (filled): 17,729 psi.
 20. Material Safety: Groundwater neutral, 100 percent inert.
 21. Chemical Resistant: Excellent: highly resistant to hydrocarbons, oils.
- B. Parking Delineators: TRUEGRID SuperSpots for grass or gravel applications.
1. H20, HS20 rated.
 2. Domed for high visibility and ribbed for high strength.
 3. 0.90-inch profile above grid.
 4. Long-term UV stabilized.
 5. 3.25-inch diameter.
 6. Available Colors: Yellow, white, blue, and red.
- C. Parking Delineators: TRUEGRID SnowSpots for grass or gravel applications.
1. H20, HS20 rated.
 2. Snow plowable and ADA compliant.
 3. Level (0.00-inch) profile above grid.
 4. Long-term UV stabilized.
 5. 3.25-inch diameter.
 6. Available Colors: Yellow, white, blue, and red
- D. Reflective Parking Delineators: TRUEGRID Reflectors for grass or gravel applications.
1. H20, HS20 rated.

2. Long-term UV stabilized.
 3. 0.90-inch profile above grid.
 4. 3.25-inch diameter.
 5. Available Colors: Translucent yellow, white, and red.
- E. Surface Signage, ADA, Traffic, and Parking Identifiers: TRUEGRID Plates for grass or gravel applications.
1. Durable, long lasting, weather resistant and highly visible.
 2. Snap-fit into TRUEGRID PRO PLUS grid.
 3. 0.20-inch profile above grid
 4. ADA compliant.
- F. Base Material: TRUEGRID PRO PLUS was developed to accept multiple acceptable base materials. Locally sourced angular stone/clean for base material. Crushed granite, sandy gravel material, crushed concrete, and limestone rock are some of the acceptable materials. Common base materials include:
1. Hard, clean, angular, and open-graded (uniform size) drain rock -- from 1" to 1-1/2" (19mm to 38mm). Commonly #4 stone when size limits are met.
 2. Base Course: Graded aggregate base course conforming to the following sieve analysis and requirements:
 - a. Percent Passing: 100 - Sieve Size: 3/4 – 1 inch
 - b. Percent Passing: 85 - Sieve Size: 3/8 inch
 - c. Percent Passing: 60 - Sieve Size: #4
 - d. Percent Passing: 30 - Sieve Size: #40
 - e. Percent Passing: <3 - Sieve Size: #200, or 3 to 8 Percent for Grass Infill
- G. Gravel Fill: Obtain clean, washed angular rock to fill the 1.8-inch-tall TRUEGRID PRO PLUS cells and spaces between. TRUEGRID PRO PLUS should be filled level to the top of the cells or only slightly above for compaction and settling. Fill rock should be 5/8 inch to 3/4-inch diameter.
- H. Base Course for Grass Filled TRUEGRID: Use base course from above *Section 2.2 E 3* or comparable base material suitable for grass growth and traffic loads. Choose materials with neutral pH ranges and avoid sources from recycled/reclaimed concrete or asphalt.

- I. Grass Surface with Soil Fill: A sandy loam or loam soil should be used to fill the empty TRUEGRID PRO PLUS grid. The selection of sandy loam or loam soil should be made based upon the soil requirements of the turf variety selected for the project. Other soils if compatible with type of seed or sod are acceptable.
 - 1. Choose turf grasses with deep-growing vertical roots, high wear capacity, and for the local growing zone and climate.
 - 2. Grass – Choose either sod or seed:
 - a. Seed – The Preferred Method: Hydro-seeding/mulching is recommended with a wood or paper cellulose commercial mulch.
 - b. Sod shall be grown in sand or sandy loam soils only. Sod grown in soils of clay, silt, or high organic materials such as peat, will not be accepted.
- J. Base Course for Sloped Areas Above 3 degrees (5%): Use base course from above *Section 2.2 E 3* or other dense-graded base common for road use.
- K. Geotextile Fabric, Geomembrane, or Geogrid by Others.
 - 1. Choose for properties suitable for soil conditions, loading requirements, and permeability / impermeability requirements.
- L. Anchor Nails by others.
 - 1. 3/8-inch by 10-inch galvanized ring shank nail common for landscape use.
 - a. Choose for high frequency traffic areas, areas with breaking and acceleration, transitions, and areas subject to surface water from other sources.
 - b. For sloped areas above 3 degrees (5%).

PART 3 EXECUTION

3.1 EXAMINATION

- A. Before beginning installation, verify site conditions are as indicated on the drawings. Notify the Architect if site conditions are not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.
- B. Ensure that adjacent hard-surfaced paving work is completed before installing porous pavement system.

3.2 PREPARATION

A. Subgrade:

1. Prepare subgrade as specified in Section 33 41 00. Verify subgrade in accordance with porous paving system manufacturer's instructions.
2. Excavate area allowing for unit thickness and the engineered base depth (where required).
3. Provide adequate drainage from excavated area if area has potential to collect water when working with in-place soils that have poor permeability.
4. Ensure in-place soil is relatively dry and free from standing water.
5. Uniformly grade base.
6. Level and clear base of large objects, such as rocks and pieces of wood.
7. Install irrigation, if applicable, in accordance with Section 32 80 00.
8. Install and secure geotextile fabric, geomembrane, or geogrid mesh as needed for soil stabilization and loading requirements.

B. Install Base as specified in Section 32 10 00. Verify engineered base is installed in accordance with porous paving system manufacturer's instructions.

1. Coordinate base installation and preparation with subdrains specified in Section 33 41 00.
2. If required, place a geotextile separation layer between the natural ground and the engineered base.
3. Place base course material over prepared sub base to grades indicated on the drawings or from manufacturer's recommended depths per application type.
4. Place in lifts not to exceed 4 inches, compacting each lift separately to 95 percent Modified Proctor for non-open grade material. Open grade base material to be leveled and heavily compacted in 4-inch lifts to settle and lock in angular stone.
5. If required, install irrigation in accordance with Section 32 80 00.
6. Leave minimum 1.8 inches for Permeable Paver unit for final elevation.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install TRUEGRID PRO PLUS Permeable Paver units by placing cells face up. Sheets are preassembled in 4-foot by 4-foot sheets are connected with friction fit interlocking

connectors. No tooling is required to connect or disconnect units. Sheets may be separated into 4 Individual 24 inch by 24-inch pieces and reconfigured as needed. Cut units around curves and organic shapes with an electrical handsaw. Place units to maintain a 1-inch clearance to any pre-installed object or surface structure. Top of cells shall be level (0.00 inch) to 0.5 inch below the surface of adjacent hard-surface pavements. Utilize TRUEGRID's S-Flexural joints for undulations or grade reversals when required by design or in freeze-thaw climates for expansion and contraction.

- C. Parking, Traffic, and Fire Lane Delineators: Install TRUEGRID SuperSpots, TRUEGRID SnowSpots, TRUEGRID Reflectors, and TRUEGRID Plates as indicated on the drawings or per manufacturer's recommendations.
 - 1. Align SuperSpots, SnowSpots, Reflectors, and Plates locking tabs with grooves in TRUEGRID PRO PLUS grid.
 - 2. Push SuperSpots, SnowSpots, Reflectors, and Plates into TRUEGRID PRO PLUS grid until it locks.
 - 3. All TRUEGRID delineators and markers can be removed and repositioned by disconnecting the locking tabs and pulling out of the grid.
- D. Anchors: Stake TRUEGRID PRO LITE to the base as indicated on the drawings or per manufacturer's recommendations.
 - 1. Pre-drill pilot hole with ¼" (6mm) through a PRO LITE cell containing an X-Anchor.
 - 2. Drive anchor until head makes contact with X-Anchor using a hammer or impact hammer with suitable driver head.
- E. Gravel Surfacing: Install Gravel into TRUEGRID cavities by back dumping directly from dump truck or from buckets mounted to tractors. Hand shoveling fill gravel into the cells is also acceptable for smaller jobs.
 - 1. Direct vehicles to exit the site by driving forward. Avoid sharp turns over unfilled rings.
 - 2. Spread gravel fill using steer loaders, power brooms, blades, flat-bottomed shovels, and/or wide "asphalt rakes" to fill the cells.
 - 3. Place and maintain infill gravel to be level to the top of the cell walls after settling, natural compaction, and use. A rolling compactor, plate compactor, or hand tamper may be used for final leveling of infill aggregate within the TRUEGRID cells.

F. Grass Surfacing:

1. Install soil into TRUEGRID cavities by back dumping directly from dump truck or from buckets mounted to tractors. Hand shoveling soil mix into the cells is also acceptable for smaller jobs.
 - a. For Seeding Applications: Fill soil mix level to the top of the TRUEGRID PRO LITE cell wall, 1.8-inch depth.
 - b. For Sodding Applications: Fill soil mix into cells at 1.8-inch *minus* the root (soil) depth of the sod.
2. Hydroseeding/Hydro-Mulch Surfacing: Provide and place as specified in 32 92 00 – Turf and Grasses. Homogeneously mix a combination of water, seed, and fertilizer in a truck mounted tank. Spray the seed mixture onto the site at specification rates. Coverage should be uniform and complete. Following germination of the seed, areas lacking germination larger than 8-inches by 8-inches must be reseeded immediately. Seeded areas must be fertilized and kept moist during development of the turf.

G. Sod: Provide and place as specified in 32 92 00 – Turf and Grasses.

1. Use sod from a reputable grower. Species should be wear resistant, free from disease, and in excellent condition.
2. Spray the sod rolls until saturated.
3. Use a heavy sod roller over entire sodded area to ensure root contact with the fill soil and TRUEGRID interface.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Gravel fill: Avoid sharp turns or “jack knives” in trailered vehicles when cells are empty. Damage due to buckling can occur. TRUEGRID can be driven on pre-fill by gravel trucks and construction equipment to speed the installation process.
- C. Grass Fill / Seeded: Protect seeded areas from any traffic, other than emergency vehicles, for a period of 4 to 6 weeks, or until the grass is mature to handle traffic. Avoid sharp turns or “jack knives” in trailered vehicles when cells are empty. Damage due to buckling can occur.

- D. Grass Fill / Sodded: Sodded areas must be protected from any traffic, other than emergency vehicles, for a period of 3 to 4 weeks, or until root system has been established.
- E. Dumpster areas: A concrete pad is recommended for dumpster areas due to the drop and drag action. Permeable pavers are not recommended in these areas under and directly around the dumpster.
- F. Repair or replace damaged products before substantial completion.

3.5 MAINTENANCE

- A. For gravel fill surfaces, maintain the stone fill inside the TRUEGRID to be level to the cell wall height - level to the top of the grid. Surface should be inspected from time to time to identify signs of slight cell infill loss.
- B. Maintain grass in accordance with manufacturer's instructions and as specified in Section 32 92 00 – Turf and Grasses.
 - 1. Maintain the soil or growing media inside the TRUEGRID to be level to the cell wall height -- level to the top of the grid. Do not overfill with soil above grid.
- C. Monitor pavement to ensure traffic frequency and loading does not exceed the pavement design.
- D. When snow removal is required, keep a metal edged plow blade from coming in contact with the surface during plowing operations to avoid causing damage to the units. Use a plow blade a minimum of 1 inch above the surface and with a flexible rubber edge or with skids on the lower outside corners so the plow blade does not come in contact with the units.

END OF SECTION

SECTION 907-32-300.01 – 907-32-300.03

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Seating.
- 2. Tables.
- 3. Trash receptacles.

- B. Related Requirements:

- 1. Section 203-A001 "Unclassified Excavation" for excavation for installing concrete footings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: For site furnishings.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For site furnishings manufactured with preservative-treated wood.
 - 1. Indicate type of preservative used and net amount of preservative retained. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For site furnishings to include in maintenance manuals.

SITE FURNISHINGS

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1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Bench Replacement Slats: No fewer than two full-size units for each size indicated.
 - 2. Trash Receptacle Inner Containers: Five full-size units for each size indicated, but no fewer than two units.
 - 3. Anchors: 2 extra anchors per furnishing.

PART 2 - PRODUCTS

- A. MAGCOR Bay Bench, 6 ft. length, MR-069B
- B. Frame: Steel.
- C. Seat and Back:
 - 1. Material:
 - a. Painted Steel: Evenly spaced, parallel flat straps or bars.
 - 2. Seat Height:
 - 3. Seat Surface Shape: Contoured or dished.
 - 4. Overall Height: As indicated.
 - 5. Overall Width: As indicated
 - 6. Overall Depth: As indicated .
 - 7. Arms: Two, one at each end
 - a. Arm Material: Match frame.
 - 8. Weight: confirm with manufacturer.
- D. Steel Finish: Color powder coated.
 - 1. Color: Black.

2.2 TABLES

- A. MAGCOR Steel Picnic Table, MR-010E
- B. Frame: Steel.
- C. Table Top:
 - 1. Material:
 - a. Painted Steel: Evenly spaced, parallel flat straps or bars.
 - 2. Surface Shape: Rectangular
- D. Steel Finish: color powder-coated.

SITE FURNISHINGS

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1. Color: Black.

2.3 TRASH RECEPTACLES

- A. MAGCOR Ridgeland Trash Receptacle, MR-064
- B. Steel Facing Surrounds: Evenly patterned, parallel flat steel straps, bars, or tubular shapes.
- C. Support Frames: Steel; welded.
- D. Trash Receptacles:
 1. Receptacle Shape and Form: Round cylinder with tapered funnel top; with opening for depositing trash in side of lid or top.
 2. Lids and Tops: Steel secured by cable or chain, hinged, swiveled, or permanently secured.
 - a. Description: elevated flat or shallow dome rain-cap lid.
 3. Receptacle Height: As indicated
 4. Overall Width: As indicated
 5. Inner Container: Rigid plastic container with drain holes and lift-out handles; designed to be removable and reusable.
 6. Disposable Liners: Provide receptacle designed to accommodate disposable liners.
 7. Capacity: Not less than 22 gal. (83 L).
 8. Service Access: Removable lid or top; inner container and disposable liner lift or slide-out for emptying; lockable with padlock hasps
- E. Steel Finish: color powder-coated.
 1. Color: Black.
- F. Stainless Steel Finish: ASTM A480/A480M, No. 6.

2.4 MATERIALS

- A. Steel and Iron: Free of surface blemishes and complying with the following:
 1. Plates, Shapes, and Bars: ASTM A36/A36M.
 2. Steel Pipe: Standard-weight steel pipe complying with ASTM A53/A53M, or electric-resistance-welded pipe complying with ASTM A135/A135M.
 3. Tubing: Cold-formed steel tubing complying with ASTM A500/A500M.
 4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A513/A513M, or steel tubing fabricated from steel complying with ASTM A1011/A1011M and complying with dimensional tolerances in ASTM A500/A500M; zinc coated internally and externally.
 5. Sheet: Commercial steel sheet complying with ASTM A1011/A1011M.
 6. Malleable-Iron Castings: ASTM A47/A47M, grade as recommended by fabricator for type of use intended.
 7. Gray-Iron Castings: ASTM A48/A48M, Class 200.

- B. Anchors, Fasteners, Fittings, and Hardware: Stainless steel Manufacturer's standard, corrosion-resistant-coated or noncorrodible materials; commercial quality, tamperproof, vandal and theft resistant, concealed, recessed, and capped or plugged.
 - 1. Angle Anchors: For inconspicuously bolting legs of site furnishings to on grade substrate; one per leg.
 - 2. Antitheft Hold-Down Brackets: For securing site furnishings to substrate; two per unit
- C. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M; recommended in writing by manufacturer, for exterior applications.
- D. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound; resistant to erosion from water exposure without needing protection by a sealer or waterproof coating; recommended in writing by manufacturer, for exterior applications.
- E. Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
 - 1. Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent zinc pigmented coating, not less than 0.3 mil (0.0076 mm) thick.
 - 2. Hot-Dip Galvanizing: According to ASTM A123/A123M, ASTM A153/A153M, or ASTM A924/A924M.

2.5 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended, so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- D. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- E. Factory Assembly: Factory assemble components to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

2.6 GENERAL FINISH REQUIREMENTS

- A. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.7 STEEL AND GALVANIZED-STEEL FINISHES

- A. Powder-Coat Finish: Manufacturer's standard polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.
- D. Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
- E. Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site furnishings and 3/4 inch (19 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.
- F. Pipe Sleeves: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

SITE FURNISHINGS

907-32-300.01 –
907-32-300.03 - 5

END OF SECTION 907-32-300.01 – 907-32-300.03

SITE FURNISHINGS

907-32-300.01 –
907-32-300.03 - 6

SECTION 907-32-9216.01 – 907-32-9216.04

POLE CUTTINGS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the contract item Pole Cuttings. The contract item includes identifying, harvesting, preserving, preparing for installation, and transporting cuttings, and other work as necessary to complete this project in conformance with the drawings and specifications.

1.02 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, Division 1 sections, and Drawings apply to this section.

1.03 SUBMITTALS

- A. Submit to the Landscape Architect for approval information describing the source of material to be used for live pole cuttings. Include the location, species, property owner, and a letter indicating permission has been granted from the property owner to harvest plant material.
- B. Submit a schedule for delivery and placement of cuttings between three (3) and seven (7) days prior to cutting installation unless otherwise determined through coordination with the Engineer.

PART 2 PRODUCTS

2.01 CUTTINGS

- A. General: Provide cuttings of species described below in amounts indicated on Drawings and as needed to complete the project.
- B. Origin: Collect cuttings from riparian and mesic areas within 50 miles of the project area.
- C. Species and Amounts: Where pole cuttings are shown on the Drawings, the Contractor shall furnish and install cuttings of the species as noted on the Drawings.
- D. Size and Shape: Provide cuttings with a minimum diameter of 0.75 inch or larger, up to 1.5 inch, depending on the species and cutting length. Provide reasonably straight cuttings of minimum 36 inches in length.
- E. Age: Provide only smooth barked live wood between the ages of 1 and 5 years. Do not provide wood with deeply furrowed bark. Do not collect suckers and current year's growth.

F. Quality: Cuttings shall be vigorous stock and free of insects and disease.

2.02 FERTILIZER

A. The use of fertilizer or other amendments is not allowed.

2.03 ROOT STIMULANT

A. The use of root stimulant is not allowed.

PART 3 EXECUTION

3.01 COLLECTION OF CUTTINGS

A. Notification: Notify the Landscape Architect, in writing, at least five (5) working days prior to gathering cuttings. Take cuttings only from areas where collection is permitted by the property owner and approved by the Owner/Landscape Architect.

B. Parent Plants: Take cuttings at random from healthy, vigorous plants. Collect cuttings from various sources to ensure genetic diversity of the plant material. Do not cut more than 30 percent of the plants in a designated area. Do not cut more than 30 percent of each individual plant. Minimize all impacts to donor areas. Select for collection only branches whose removal will not impair the parent tree's health and appearance. Remove branches from the inside of the crown area rather than the more visually obvious exterior area.

C. Harvesting:

1. Harvest cuttings with pruning shears, lopping shears, small wood saw, or brush cutters. Do not use a chain saw. Do not use anvil type shears of any type. Make cuts with sharp, clean tools. Make clean cuts without any additional damage or scarring of parent tree.
2. For easy recognition of the top and bottom end of the cutting at the time of planting, cut the top end with a horizontal square cut above a leaf bud. Cut the bottom end with a 45-degree angle cut below a leaf bud.
3. Do not cut pole cuttings down to size after initial collection.
4. For cuttings larger than one inch in diameter, first undercut the branch to about 1/3 of its diameter on the underside, then cut branch off on the top side slightly away from the undercut to prevent the pole cutting and its parent branch from splitting. After the pole cutting is collected, cut off the stub left on the parent branch just outside of the branch collar. Do not flush cut any parent branches.

3.02 PREPARATION OF CUTTINGS

A. Stripping: At time of collection, immediately remove all side branches and leaves along the entire length of each cutting so cutting is one single stem. Remove and dispose of pruned-off branches and trimmings.

- B. Temporary Storage: Under no conditions shall any cuttings be allowed to dry out. Any temporary storage (less than 24 hours) shall ensure that cuttings are maintained in a moist, shaded, and cool condition.
- C. Contractor shall have an ISA certified arborist certify that all standards are adhered to.
- D. The Landscape Architect reserves the right to reject cuttings that do not meet specifications as set forth in these guidelines.
- E. As typical for the species/cultivar, plants shall be healthy and vigorous, as indicated by:
 - 1. Absence of twig and/or branch dieback.
 - 2. Freedom from insects and diseases.
 - 3. Note: some of these characteristics cannot be used to determine the health of deciduous plants during the dormant season.

3.03 PREPARATION FOR PLANTING OF CUTTINGS

- A. Layout: Plant cuttings as shown on the drawings.
- B. Planting Area Clearing: Clear an area 24 inches in diameter of weed growth at each proposed cutting installation location prior to planting. Pesticides shall not be used for weed control.

3.04 PLANTING OF CUTTINGS

- A. Time:
 - 1. Do not use cuttings allowed to dry out. Dispose of unused cuttings as the Contractor's property.
 - 2. Do not plant cuttings until the soil is moist to a minimum depth of 6 inches, unless otherwise permitted by the Landscape Architect.
- B. Watering: If the soil in and around the planting area is not wet prior to planting, water the soil and maintain in a wet state until the cuttings are planted.
- C. Planting Cuttings: Cutting shall be planted as per the approved work plan.
- D. Planting Depths: Plant cuttings with approximately 2/3 of their length into the moist soil. The cuttings shall not protrude more than 1/3 of their length above the ground level.
- E. After plants are set, backfill with amended native planting soil around pole cuttings. Backfill soil mixture shall be placed on previously scarified subsoil to completely surround pole cutting and shall be brought to a smooth and even surface, blending to the existing areas. Lightly foot-tamp to remove air pockets. Then completely backfill and foot-tamp dry soil around the roots. Do no wet soil until planting pit is completely filled.

- F. Cuttings Adjustment: Do not cut or prune cuttings after their initial collection to adjust them to the pit size or for any other reason. The growth hormones concentrate at both ends of the cutting immediately after collection and a second cutting for length adjustment would remove the majority of these hormones and substantially limit the probability of their growth.

3.05 CUTTINGS MAINTENANCE

- A. General: Water and maintain cuttings in a healthy condition from the time they are planted and throughout the installation. Replace dead cuttings immediately. The method of planting replacement cuttings shall be as specified in this section for cuttings and as per the approved work plan.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the contract item Pole Cuttings will be by the unit and will be the number of pole cuttings installed in the limits of work.

4.02 PAYMENT

- A. The contract price will be paid for POLE CUTTINGS which shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 907-32-9219
HYDROSEEDING

PART 1 GENERAL

1.1 DESCRIPTION

- A. This section covers Seeding, which includes soil preparation, seed mixes and associated materials, and placement of seed mixes and associated materials.
- B. Maintain all seeded areas for a period of one year as specified herein.

1.2 RELATED SECTIONS

- A. Supplementary General Provisions, General Provisions, Division 1 sections, and Drawings apply to this section. This section may require direct coordination with the following sections of the specifications:
 - 1. Section 201-A001-001 – Clearing and Grubbing
 - 2. Section 203-A001 – Unclassified Excavation
 - 3. Section 907-32-9300.14 – Shrubs
 - 4. Section 32 01 90 – Establishment Maintenance

1.3 REFERENCES

- A. The following publications form a part of this specification to the extent referenced.
 - 1. Agricultural Marketing Service: AMS01 (Amended through August 1988) Federal Seed Act Regulations (Part 201-202).

1.4 DEFINITIONS

- A. Engineer - The Engineer is the District and/or its authorized representatives.

1.5 SUBMITTALS

- A. A work plan showing construction impacted areas, as determined by Landscape Architect, that will be restored, decompacted, and seeded upon completion of construction activities.
- B. After delivery of the seed, submit inspection, inventory and receiving records of the condition of the seed at time of delivery.
- C. Contractor's qualifications, including three successfully completed reference projects of similar scope completed within the past year. Include project owners' names, project addresses, size and type of seed.

- D. Implementation schedule.
- E. Agricultural soil analysis and report as specified in Section 907-32-9300.14 Shrubs
- F. Materials list noting product (generic) name and manufacturer or supplier. Lists shall be provided for fertilizers, soil amendments, mycorrhizal inoculant, binders/tackifiers, herbicides, virgin wood cellulose fiber mulch, and other associated products.
- G. Native grass straw (weight receipts from scales shall be required). Include harvest date, location, species, and weed content.
- H. Equipment List. A list of proposed site preparation, seeding, and mulching equipment to be used in performance of seeding, including descriptive data and calibration tests.
- I. As-built drawings and report documenting the composition of each seed mix used, and how much of each seed mix was applied where, how, and when.

1.6 QUALITY ASSURANCE

- A. The work shall be performed by an experienced Contractor familiar with native plant seeding, and industry methods and standards for seeding and seed establishment. The Contractor shall employ modern equipment and state-of-the-art methods and techniques. The Contractor shall have a minimum of five years of applicable on-the-job experience with native plant seeding and weed control.
- B. Work shall be performed in accordance with the best standards of practice relating to various trades under continuous supervision of a qualified, experienced foreman

1.7 INSPECTIONS

- A. The Contractor shall retain and submit all seed tags for seed products to be used to the Landscape Architect prior to application of the seed. Any potential substitutions must be approved by the Landscape Architect prior to application of the seed and submitted in writing 30 days prior to scheduled installation.
- B. Notify the Landscape Architect at least 5 working days prior to each anticipated inspection. The following are key inspection events:
 - 1. Ripped Areas Inspection: Areas impacted by construction in need of re-seeding and decompaction by ripping, as determined by the Landscape Architect, will be inspected to ensure ripping was completed prior to seeding. Inspection will confirm that soil within a required distance from existing trees has remained undisturbed.
 - 2. Seed, Equipment and Application Inspection: Seeding or ripping work shall not be accepted without this inspection. Stage seed and mycorrhizal

inoculant in unopened bags at the job site immediately prior to hydroseeding or manual application for Landscape Architect's inspection. Seed shall be inspected for conformity to species and quality. Other materials shall be inspected for meeting specified requirements. Prior to seeding operations, the Contractor shall adjust and calibrate equipment in accordance with manufacturer's specifications and field test in the presence of the Landscape Architect. Seeding and ripping equipment shall be thoroughly clean and not contain remnants of seed mixes from Contractor's previous jobs. Seeding and ripping operation shall be inspected during equipment calibration, material loading and seed application.

3. Two-part Seeding Acceptance Inspection: Prior to the completion of Seeding, a preliminary seeding inspection shall be held by the :Landscape Architect. Time for the inspection shall be requested in writing by the Contractor at least 5 working days prior to desired date. Clean-up requirements and the acceptability of the seeding operation, in accordance with the requirements stated herein, shall be determined and noted in writing. A final inspection shall be requested in writing by the Contractor at least 5 working days prior to the desired date. At the final seeding inspection, the Landscape Architect will evaluate completion of the deficiencies noted in the preliminary seeding inspection, to ensure they have been corrected. Time for the inspection shall be established in writing. A "Landscape Installation Acceptance" notice will be provided after all seeding and planting requirements have been satisfactorily completed and approved by the Landscape Architect, and the as-built drawing and report have been submitted. Partial acceptance of any item or combination of items will not be given. A written acceptance by the Landscape Architect of the project components, in addition to requirements specified in this section, shall constitute the beginning of the Landscape Establishment maintenance period.

- C. Samples: The Landscape Architect reserves the right to take and analyze samples of materials for conformity to the specifications at any time. Seed samples shall be drawn in accordance with procedures outlined in AOSA (Association of Official Seed Analysts).
- D. Rejected Materials: Remove materials rejected by the Landscape Architect immediately from the site and replace.

1.8 DELIVERY, STORAGE AND HANDLING

A. Delivery:

1. Contractor shall load, transport, offload, and protect seed from the point of pickup to points of installation as determined by Engineer/Landscape Architect and in a manner acceptable to the Engineer/Landscape Architect.

B. Storage:

1. Store material in areas approved by the Engineer/Landscape Architect. Store seed, fertilizer and mycorrhizal inoculum in cool, dry locations away from contaminants. Do not store chemical material with other landscape materials and store in a spillage-contained area.
 2. Seed shall not be stored where temperatures exceed 80 degrees Fahrenheit.
- C. Handling:
1. The Contractor shall handle all materials to ensure that the seed mixes and seeding supplies are not damaged at any time. Handling and storage of materials delivered to the site shall become the responsibility of the Contractor. All materials shall be new, unblemished, and installed in accordance with the drawings and these specifications.

1.9 TIMES AND CONDITIONS

- A. Construction Impacted Area Treatment: Compacted areas in need of repair, as determined by the Engineer/Landscape Architect, shall be ripped and seeded only after they are no longer in use for construction or staging purposes and all construction equipment has left the zone of repair.
- B. Seeding Times: Seeding in riparian zones shall be performed between April 15 and June 15. No variance to the start date will be allowed unless provided in writing by the Landscape Architect.
- C. Seeding Conditions: Seeding operations shall be performed only during periods when beneficial results can be obtained. When excessive moisture, winds or other unsatisfactory conditions prevail, the work shall be stopped. The Contractor shall schedule seeding in the mornings to avoid stressing seed if the schedule calls for seeding when the temperature is expected to be 90 degrees Fahrenheit/32 degrees Centigrade or greater. When special conditions warrant a schedule variance, a proposed seeding time shall be submitted in writing to, and approved by, the Landscape Architect. The Contractor shall be prepared to seed at the earliest time when all conditions (weather, moisture, temperature, etc.) are acceptable.
- D. Applied seed shall be irrigated immediately after seeding and daily for a period of 30 days, and every other day thereafter until November 15 or until rains produce a cumulative amount of 1" of precipitation in the area, whichever occurs later.

1.10 WARRANTY

- A. General. Seeded areas larger than 100 square feet not producing required native herbaceous vegetation cover within 3 months of the Seeding Acceptance shall be prepared, reseeded and maintained with the same seed mix and as per the original specification, unless recommended revisions are approved by the Landscape Architect, at no additional expense to Owner. Native seed cover after three months for all seeded areas shall meet or

exceed the performance standards described in Section 32 01 90 Landscape Establishment.

- B. Existing trees or shrubs that were to be avoided or protected in place but have been damaged by incorrect ripping performed too close to their driplines shall be replaced in kind within 3 months at Contractor's expense.
- C. The Contractor shall restore any erosional damage occurring as a result of poorly established hydroseeded areas, as determined by the Landscape Architect, during the first winter season after seeding. Erosional damage shall be repaired within seven days of notice provided by the Landscape Architect.

PART 2 PRODUCTS

2.1 SEED

- A. Seed Mixes: Seed mixes and seeding rates shall be as shown on Drawings.
- B. Seed Mixing: Unless the seed mix has been delivered pre-mixed, the mixing of individual seed species and adding of ingredients into the hydroseeder shall be performed by the Contractor in the presence of the Engineer on site and as directed. Provide scales, large plastic containers and any other tools necessary for seed mixing unless placed directly into the hydroseeder.
- C. Supplier:
 - 1. Roundstone Native Seed, LLC. 9764 Raider Hollow Road, Upton, KY, 42784. (888) 531-2353. <https://roundstoneseed.com/>

2.2 FERTILIZER

- A. Synthetic fertilizers shall not be used. Amend soils per soil analysis.

2.3 COMPOST

- A. Compost shall be derived from salvaged grubbed vegetation, mushroom composts, straw, alfalfa, peat mosses etc. consisting of chipped, shredded or ground vegetation that has been screened through a 0.2-inch sieve and is low in salts, low in heavy metals, free from weed seeds, free of pathogens and other deleterious materials. Composted wood products are conditionally acceptable; however, stable humus must be present. Redwood, cedar, sludge and animal manures are not acceptable sources for compost.
- B. Compost shall be free of paint, petroleum products, herbicides, fungicides, heavy metals or other chemical residues that would be harmful to plant or animal life. Other deleterious materials such as plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume.

- C. Compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material. During the composting process, a minimum internal temperature of 57.2 degrees Celsius shall be maintained for at least 15 continuous days. The compost shall be thoroughly turned a minimum of five times during the composting process and shall go through a minimum 90-day curing period after completion of the 15-day thermophilic composting process.
- D. Compost shall have an acid-soluble ash content of no less than 6% and no more than 20%. Organic matter shall be at least 50% on a dry weight basis.
- E. The pH of the compost shall be between 6 and 7.5.
- F. The salt content shall be less than 10 millimho/cm @ 25° C. on a saturated paste extract.
- G. Boron content of the saturated extract shall be less than 1.0 part per million.
- H. Silicon content (acid-insoluble ash) shall be less than 50%.
- I. Calcium carbonate shall not be present (since compost will be applied on alkaline soil).
- J. Carbon:nitrogen ratio is less than 25:1.
- K. The compost shall be aerobic without malodorous presence of decomposition products.
- L. The maximum particle size shall be 0.2 inch (in order to pass through hydroseeding equipment).
- M. Maximum total permissible pollutant concentrations in compost in parts per million on a dry weight basis:

Element	Max. concentration in PPM
Arsenic	12
Cadmium	15
Chromium	200
Cobalt	30
Copper	100
Lead	200
Mercury	5
Molybdenum	20
Nickel	100
Selenium	20
Silver	10
Vanadium	50
Zinc	200

2.4 HERBICIDES

- A. Employ manual and/or mechanical weed removal methods at the project site as described in Section 3.02 of this specification. If manual and/or mechanical methods are unsuccessful, develop an Integrated Pest Management (IPM) strategy based on the Alabama A&M and Auburn Universities Extension Integrated Pest Management Program (IPM) (or the Mississippi equivalent). If all manual, mechanical and IPM methods are unsuccessful in combating weed infestations, an herbicide application plan shall be developed and submitted to the Landscape Architect for approval.

2.5 WOOD CELLULOSE FIBER MULCH

- A. Paper Mulch shall not be used.
- B. General: Mulch shall be free from noxious weeds and seeds, mold, pathogens, and other deleterious materials. Mulch shall not contain any growth or germination inhibiting substances.
- C. Type: Mulch shall be of the virgin wood cellulose fiber type and shall be commercially available and produced from virgin wood fiber. Fiber shall be of such character that it will disperse into uniform homogeneous slurry when mixed with water and shall be capable of being sprayed to form a porous mat.
- D. Water Content: The water content of the fiber before mixing into the slurry shall not exceed 15 percent of the dry weight of the fiber. The moisture content of the fiber shall be clearly marked on the package.
- E. Ash Content: Fiber shall not contain more than 1 percent ash as determined by the Technical Association of the Pulp and Paper Industry (TAPPI) Standard T 413, and shall be nontoxic to plant or animal life.
- F. Water-holding Capacity: Fiber shall have a water-holding capacity by weight of not less than 1,200 percent. (1,200 grams of water per 100 grams of fiber) Water-holding capacity of the fiber shall be marked on the package.
- G. pH: Fiber shall have a pH in the range between 6.0 and 7.5 at 3 percent consistency.
- H. Coloring: Fiber shall be dyed green to contrast the area on which the fiber is to be applied. The material used as dye shall be biodegradable, shall not inhibit plant growth and shall be nontoxic to plant and animal life.
- I. Packaging: Hydromulch fiber shall be packaged in wet-strength Kraft or plastic bags, which shall not exceed 100 pounds in weight. The package shall contain current labels, the manufacturer's name, and the weight

2.6 STRAW

- A. Quality: Straw shall consist of stalks of native grasses furnished in air-dry condition and with a consistency for placing with commercial mulch-blowing equipment.
- B. Substitutions: Substitutions shall be requested in writing and shall be approved by Landscape Architect.
- C. Agricultural Commissioner Clearance: Provide evidence that clearance was obtained from the County Agricultural Commissioner before straw from outside the county, where it is to be used, is delivered to the project site.
- D. Bedding straw shall not be used.

2.7 TACKIFIER

- A. Quality: Tackifier shall be a concentrated, biodegradable, organic derivative of corn. Provide tackifier in powder form in clearly marked bags stating the contents of each package. Tackifier shall be non-toxic to plant and animal life, non-corrosive, non-crystalline and non-staining to concrete or painted surfaces.
- B. Certification: Tackifier shall be certified by the Mississippi Department of Transportation per the Approved Product Report.

2.8 WATER

- A. The Contractor shall provide water.
- B. Quality: Water shall be of potable quality and shall not contain elements toxic to plant life.

2.9 MYCORRHIZAL INOCULUM

- A. Quality: Endomycorrhizal inoculum shall consist of spores, mycelium, and mycorrhizal root fragments of arbuscular fungi in a solid carrier suitable for handling by hydro-seeding or dry seeding equipment. The carrier shall be the material in which the inoculum was originally produced, and may include organic materials, vermiculite, perlite, calcined clay, or other approved materials consistent with mechanical application and with good plant growth. The rate of application of endomycorrhizal inoculum shall be based on the supplier's guarantee or the analysis returned by an independent laboratory and at a minimum of 3,600,000 propagules per acre (8,900,000 propagules per hectare).
- B. Guarantee: Each endomycorrhizal inoculum shall carry a supplier's guarantee of number of propagules per unit weight or volume of bulk material. If more than one fungal species is claimed by the supplier, the label shall include a guarantee for each species of mycorrhizal fungus claimed.
- C. Type: Mycorrhizal inoculum shall be such as EndoNet, AM-120 or equal.

- D. Handling: Endomycorrhizal inoculum is live material. Transport and store in vehicles, containers and application equipment with a temperature of less than 32 degrees Celsius (90 degrees Fahrenheit).
- E. Testing: Prior to application, obtain results of mycorrhizal inoculum live propagule test. Testing shall be performed by an independent laboratory specializing in fungal testing.

2.10 EQUIPMENT

- A. Ripping Equipment: Recommended equipment shall be a D4 or D8 bulldozer with an attachment of multiple shanks or tines able to penetrate soil to a depth of at least 18 inches.
- B. Hydroseeding Equipment: Equipment used for application of hydroseeding slurry shall be commercial type hydroseeder and shall have a built-in agitation system with an operation capacity sufficient to agitate, suspend and homogeneously mix slurry. Tank capacity shall be a minimum of 1,500 gallons and tank shall be mounted on a truck to allow easy access to the site.
- C. Distribution Lines: Lines shall be large enough to prevent stoppage and allow for even distribution of slurry over the site.
- D. Hydroseeder Pump: Pump shall be able to generate 150 psi at the nozzle.
- E. Straw blower: Shall be equipment specifically designed and manufactured for the application of straw. It shall be of sufficient horsepower to break up and distribute straw at the specified application rate.

PART 3 EXECUTION

3.1 RIPPING

- A. The contractor shall remove stones, roots, and sticks prior to seedbed preparation and with a disk or unique rake (harrow) reduce clod size to a maximum diameter of 2-inches and eliminate rivulets, gullies, crusting, and caking. The disk shall be in good condition with sound, unbroken blades and weighted as necessary to achieve a minimum 3-inch tillage depth. Following these seedbed preparation activities, the ground surface shall have minimum compaction, be smooth and level, and be free of debris to promote good seed-soil contact
- B. Repair Areas: Construction impacted areas in areas that should be seeded, as shown on Drawings, shall be ripped and cross-ripped to a depth of 18 inches. These areas shall be then weeded and seeded as specified in this document.
- C. Areas Around Existing Trees: Areas within 5 feet outside of the dripline of existing trees shall remain undisturbed and no ripping shall occur within that area in order to not disturb or damage the tree roots.

3.2 WEEDING

- A. Project Site Weed Control: Upon completion of rough grading and topsoil re-distribution a series of two pre-germination and roto-till (grow and kill) cycles will be performed in areas to be seeded with the exception of:
 - 1. areas labeled as environmentally sensitive,
 - 2. areas to be seeded with erosion control seed mix,
 - 3. areas within 5 feet of the dripline of existing trees (in order to not disturb their roots),
 - 4. and areas deemed generally weed-free by the Landscape Architect.
- B. The pre-germination and roto-till treatment cycles shall be performed as follows:
 - 1. The areas to be treated shall be mowed close to the ground with brush cutters or grass trimmers and if most of the invasive species comprising the existing vegetation have produced and dropped their seed, the clippings shall be left in place, shredded into small pieces and incorporated into the soil and. If the majority of the weed seed is still on the mowed plants, the clippings shall be carefully removed from the site to a composting facility.
 - 2. The weed treatment areas shall be irrigated daily for a period of two weeks with a minimum of 0.1" of water applied to the soil per day.
 - 3. At the conclusion of the two-week pre-germination period, a joint inspection with the Landscape Architect shall be performed to determine if further irrigation is necessary.
 - 4. Upon the Landscape Architect's determination that further irrigation is not necessary, the irrigated areas (now with invasive vegetation seedlings) shall be roto-tilled to a depth of four inches (4") and left to dry without any further irrigation for a period of one week. Areas within the dripline of existing trees to remain shall be weeded manually.
 - 5. The pre-germination/roto-till (grow and kill) process shall be performed twice. Recommended soil amendments and/or manure can be incorporated in the soil during the pre-germination/roto-till process.

3.3 SEEDING

- A. Manual Seeding: Because some portions of the project are difficult to access, the Contractor has the option to seed all seed mixes manually. The seed shall be raked in, and the Contractor shall comply with all applicable requirements in this Specification described for hydroseeding including mulch, mycorrhizal inoculant compost, straw, and tackifier installation.
 - 1. Manual seeding shall be accomplished using hand-operated "cyclone-type" seeders or rotary broadcast equipment attached to construction or

revegetation machinery. All machinery shall be equipped with metering devices. Passes shall be made over each site to be seeded in a manner to ensure an even distribution of seed.

- B. Hydroseeding: Seed species shall be mixed in the Landscape Architect's presence and added to the hydroseeder in the Landscape Architect's presence to ensure a seeding rate and quality as specified on Drawings. Water, mulch, compost, binder, and other ingredients except seed shall be added to the tank simultaneously so that the finished load is a homogeneous mix of the specified ingredients. Seed shall be added last and shall be discharged within 2 hours. Loads held over 2 hours shall be recharged with one half of the original seed rate. If mixture remains in tank for more than 8 hours, it shall be removed from the job site and replaced at the seeding contractor's expense. Once fully loaded, the slurry shall be agitated for 5 minutes to allow for uniform and thorough mixing. The slurry shall have the proper consistency to adhere to the slopes without lumping or running. Slurry shall be uniformly applied in a sweeping motion under pressure over the entire designated area to form a mat. The hydroseeded area shall not be rolled. The Contractor shall employ the following four-step hydroseeding process:

1. Step 1: Apply the first step as a complete mixture as follows:
 1. Virgin Wood Cellulose Fiber Mulch, at a rate of 500 pounds per acre.
 2. Seed Mix, of species and rates as shown.
 3. Endomycorrhizal Inoculum, at a rate of 60 pounds per acre.
2. Step 2: Apply the second step as a complete mixture as follows:
 1. Virgin wood cellulose fiber, at a rate of 500 pounds per acre.
 2. Compost at a rate of 4,000 pounds per acre.
3. Step 3: Distribute straw with straw blower or by hand. In areas designated for erosion control fabric (ECF) installation, straw shall be installed on top of ECF, and shall be thoroughly dispersed so that there are no dense clumps present that might prevent seed germination and growth:
 1. Native grass straw, at a rate of 2,000 pounds per acre.
4. Step 4: Apply the fourth step as a complete mixture as follows:
 1. Virgin wood cellulose fiber, at a rate of 500 pounds per acre.
 2. Tackifier, at a rate of 120 pounds per acre.

3.4 APPLYING ENDOMYCORRHIZAL INOCULUM

- A. General: Inoculum shall be applied within 1 hour of addition to the mixing tank. If temperatures exceed 90 degrees Fahrenheit, remaining erosion control applications shall be applied within 3 hours of the application of the inoculum. The Contractor shall apply endomycorrhizal inoculum as per requirements for method used. Endomycorrhizal inoculum shall be applied at the rate of 60 pounds per acre (3,600,000 propagules per acre) based on the supplier's certification or an analysis returned by an independent laboratory in the same application as the seeds. In no case shall endomycorrhizal inoculum be applied after the seeds.

3.5 MAINTENANCE AFTER SEEDING (BEFORE ESTABLISHMENT MAINTENANCE)

- A. Maintenance shall begin immediately after seeding is completed and shall continue throughout Landscape Installation until Landscape Establishment. Maintenance of the seeded areas shall include regular observations of the sites, watering, hand removal of weeds, and repair of damaged areas until seeding acceptance is given.
- B. Area Protection: Protect seeded areas from vehicle or pedestrian traffic.
- C. Weed control: control non-native plants before they become 12 inches high or before they set seed, whichever is sooner. Remove by hand or hoeing. Weed control products shall not be used. Weed control shall continue throughout the duration of construction up to the start of the one-year Plant Establishment Period.
- D. Repair: Areas damaged prior to "Seeding Acceptance Inspection", or which have failed to germinate prior to "Seeding Acceptance Inspection" shall be repaired by the Contractor to their original condition and/or reseeded within 7 working days at no additional expense to the Owner.
- E. Re-seeding: Hydroseeded areas without substantial growth (as determined by Landscape Architect) within three months of Seeding Acceptance shall be re-seeded by Contractor with the same seed mix as originally specified.

3.6 CLEANUP

- A. Excess and waste material shall be removed from the seeded and staging areas and shall be disposed of off the site.

3.7 INSPECTIONS

- A. Final Project Acceptance
 - 1. The Contractor shall notify the Engineer/Landscape Architect for final inspection. The request shall be in written form and received at least ten (10) calendar days before the anticipated date of inspection.
 - 2. Engineer/Landscape Architect shall certify in writing as to the satisfaction and substantial completion of the project, which shall be deemed final

acceptance. Final acceptance is defined as when all punch list items have been determined to be complete by either the Owner or Owner's representative and the Contractor is authorized to submit the final pay application.

3. Establishment Maintenance shall begin when initial Maintenance is complete and Final Acceptance of the project by the Owner is complete.

END OF SECTION

SECTION 907-32-9300 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Plants.
 - 2. Tree stabilization.

- B. Related Requirements:

- 1. Section 907-01-5639 "Temporary Tree and Plant Protection" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
 - 2. Section 907-32-9219 "Seeding" for all hydroseeding activities.

1.3 ALLOWANCES

- A. Allowances for plants are specified in Section 012100 "Allowances."

- 1. Perform planting work under quantity allowances and only as authorized. Authorized work includes work required by Drawings and the Specifications and work authorized in writing by Architect.
 - 2. Notify Architect weekly of extent of work performed that is attributable to quantity allowances.
 - 3. Perform work that exceeds quantity allowances only as authorized by Change Orders.

- B. Furnish trees as part of tree allowance.

1.4 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."
- B. Unit prices apply to authorized work covered by quantity allowances.
- C. Unit prices apply to additions to and deletions from the Work as authorized by Change Orders.

1.5 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than [sizes indicated] [diameter and depth recommended by ANSI Z60.1 for type and size of plant required]; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- D. Finish Grade: Elevation of finished surface of planting soil.
- E. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- F. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- G. Planting Area: Areas to be planted.
- H. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Soil Preparation" for drawing designations for planting soils.
- I. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- J. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- K. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- L. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.6 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.7 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

B. Samples for Verification: For each of the following:

1. Trees and Shrubs: Three Samples of each variety and size. Maintain approved Samples on-site as a standard for comparison.
2. Organic Mulch: 1-quart (1-L) volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
3. \

1.8 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:

1. Manufacturer's certified analysis of standard products.
2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

D. Sample Warranty: For special warranty.

1.9 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.10 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Experience: Five years' experience in landscape installation in addition to requirements in Section 014000 "Quality Requirements."
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 4. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
 - a. Landscape Industry Certified Technician - Exterior.
 - b. Landscape Industry Certified Horticultural Technician.
 - 5. Pesticide Applicator: State licensed, commercial.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
 - 1. Selection of plants purchased under allowances is made by Landscape Architect, who tags plants at their place of growth before they are prepared for transplanting.
- C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
 - 1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches (150 mm) above the root flare for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above the root flare for larger sizes.
 - 2. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- D. Plant Material Observation: Landscape Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 - 1. Notify Landscape Architect of sources of planting materials seven days in advance of delivery to site.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

D. Handle planting stock by root ball.

E. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F (16 to 18 deg C) until planting.

F. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

G. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

H. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
3. Do not remove container-grown stock from containers before time of planting.
4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.12 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Spring Planting: March 1 – May 1.
 2. Fall Planting: September 15 – November 30.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.13 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.
 - c. Faulty performance of tree stabilization.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 2. Warranty Periods: From date of planting completion.
 - a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
 3. Include the following remedial actions as a minimum:
 - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
 - b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
 - d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch (19 mm) in diameter; or with stem girdling roots are unacceptable.
 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated or approved in writing by Landscape Architect.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.
- E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 FERTILIZERS

- A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
1. Size: 21-gram tablets.
 2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.3 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
1. Type: Shredded hardwood
 2. Size Range: 3 inches (76 mm) maximum
 3. Color: Natural.

2.4 PESTICIDES

- A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pesticides shall adhere to the established Integrated Pest Management procedures.

2.5 TREE-STABILIZATION MATERIALS

A. Trunk-Stabilization Materials:

1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal (38-by-38-mm actual) by length indicated, pointed at one end.
2. Guys and Tie Wires: ASTM A641/A641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch (2.7 mm) in diameter.
3. Flags: Standard surveyor's plastic flagging tape, white, 6 inches (150 mm) long.
4. Proprietary Staking-and-Guying Devices: Proprietary stake or anchor and adjustable tie systems to secure each new planting by plant stem; sized as indicated and according to manufacturer's written recommendations.

2.6 MISCELLANEOUS PRODUCTS

- ### A. Mycorrhizal Fungi:
- Dry, granular inoculant containing at least 5300 spores per lb (0.45 kg) of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb (0.45 kg) of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

PART 3 - EXECUTION

3.1 EXAMINATION

- #### A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- #### B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.
- #### C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- #### A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.
- D. Lay out plants at locations directed by Landscape Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 PLANTING AREA ESTABLISHMENT

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation."
- B. Placing Planting Soil: Place and mix planting soil in-place over exposed subgrade.
- C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- D. Application of Mycorrhizal Fungi: At time directed by Landscape Architect, broadcast dry product uniformly over prepared soil at application rate according to manufacturer's written recommendations

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 2. Excavate approximately three times as wide as ball diameter for container-grown] stock.
 - 3. Excavate at least 12 inches (300 mm) wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
 - 4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
 - 5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
 - 6. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
 - 7. Maintain supervision of excavations during working hours.
 - 8. Keep excavations covered or otherwise protected after working hours.
- B. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.

- C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
 - 1. Hardpan Layer: Drill 6-inch- (150-mm-) diameter holes, 24 inches (600 mm) apart, into free-draining strata or to a depth of 10 feet (3 m), whichever is less, and backfill with free-draining material.
- D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE AND SHRUB PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches (50 mm) above adjacent finish grades.
 - 1. Backfill: As indicated on drawings.
 - 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch (25 mm) from root tips; do not place tablets in bottom of the hole.
 - a. Quantity: As indicated on Drawings.
- D. Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches (50 mm) above adjacent finish grades.
 - 1. Backfill: Planting soil
 - 2. Carefully remove root ball from container without damaging root ball or plant.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch (25 mm) from root tips; do not place tablets in bottom of the hole.

- a. Quantity: Three for each caliper inch of plant.
- 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE AND SHRUB PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees, shrubs, and vines as directed by Landscape Architect.
- C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
- D. Do not apply pruning paint to wounds.

3.7 TREE STABILIZATION

- A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:
 - 1. Upright Staking and Tying: Stake trees of 2- through 5-inch (50- through 125-mm) caliper. Stake trees of less than 2-inch (50-mm) caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches (450 mm) below bottom of backfilled excavation and to extend to the dimension indicated on Drawings above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.
 - 2. Upright Staking and Tying: Stake trees with two stakes for trees up to 12 feet (3.6 m) high and 2-1/2 inches (63 mm) or less in caliper; three stakes for trees less than 14 feet (4.2 m) high and up to 4 inches (100 mm) in caliper. Space stakes equally around trees.
 - 3. Support trees with two strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

3.8 GROUND COVER PLANTING

- A. Set out and space ground cover and plants other than trees and shrubs as indicated on Drawings in even rows with triangular spacing.
- B. Use planting soil and stockpiled top soil for backfill.
- C. Dig holes large enough to allow spreading of roots.

- D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.
- E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.9 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Trees in Turf Areas: Apply organic mulch ring of 4-inch (75-mm) average thickness, with 24-inch (600-mm) radius around trunks or stems. Do not place mulch within 3 inches (75 mm) of trunks or stems.
 - 2. Organic Mulch in Planting Areas: Apply 4-inch (50-mm) average thickness of organic mulch throughout entire planting area and finish level with adjacent finish grades. Do not place mulch within 3 inches (75 mm) of trunks or stems.

3.10 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.11 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.
- C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.12 REPAIR AND REPLACEMENT

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Landscape Architect.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.
- B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Landscape Architect determines are incapable of restoring to normal growth pattern.
 - 1. Provide new trees of same size as those being replaced for each tree of 4 inches (150 mm) or smaller in caliper size.
 - 2. Provide two new tree(s) of 4-inch (150-mm) caliper size for each tree being replaced that measures more than 6 inches (100 mm) in caliper size.
 - 3. Species of Replacement Trees: Species selected by Landscape Architect.

3.13 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.
- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.
- E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.14 MAINTENANCE SERVICE

- A. Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
 - 1. Maintenance Period: Shall begin immediately after planting is completed and shall continue until Engineer certifies in writing to the satisfaction and substantial completion of

the project. Establishment Maintenance shall immediately begin following final acceptance by the Owner.

END OF SECTION 329300

PRE-FABRICATED BRIDGE SPECIFICATIONS

1.0 GENERAL

- 1.1 These specifications are for a fully engineered clear span bridge of welded steel construction and shall be regarded as minimum standards for design and construction as manufactured by **Pioneer Bridges** 119 40th Street NE, Fort Payne, AL 35967. Contact: Scott Dempsey, 866-708-5778, fax: 256-845-7775, email: sdempsey@pioneerbridges.com
- 1.3 The specific type of bridge required will be a:
☐ Trailblazer, ☐ Expedition, ☐ Crossbow, ☐ Cornerstone, ☒ Guardian, ☐ Apex, ☐ Horizon, ☐ Pinnacle style bridge as manufactured by **Pioneer Bridges**.

2.0 DIMENSIONS

- 2.1 Width: Inside clear width of bridge shall be 10 feet 0 inches.
- 2.2 Span: Center to center of bearing of bridge shall be 80 feet 0 inches. and 55 feet 0 inches.
- 2.3 Camber (choose one of the following options):
☒ Bridge shall be cambered 1% of the total span length.
or ☐ Bridge shall be cambered _____ % of the total span length.
or ☐ Bridge shall be cambered to offset dead load and appear flat.

3.0 DESIGN

- 3.1 Open truss bridges shall be designed by a professional engineer experienced in pony truss bridge design and top chord stability criteria elastic utilizing lateral restraints.
- In addition to normal dead loads, the bridge shall be designed for the following:
- 3.2.1 Uniform Live Load: Pedestrian bridges shall be designed for an evenly distributed live load of 90 pounds per square foot in accordance with the "American Association of Highway Transportation Officials" (AASHTO) Guide Specification for the Design of Pedestrian Bridges 2nd Ed. (2009).
- 3.2.2 Vehicle Load: Bridges will also be designed to withstand a moving vehicle load which weighs 1000 pounds per foot of width (up to 10,000 pounds) of bridge. This concentrated load is in addition to a 20 pounds per square foot evenly distributed snow load. The vehicle load shall be distributed such that 80% of the load is on the rear axle and a 6' wheel width (per AASHTO). On bridges less than 8' wide, the wheel width shall be taken as 2' less than the bridge width.
- 3.2.3 Wind Load: All bridges shall be designed for a minimum wind load of 35 pounds per square foot (approximately 120 mph). The wind is calculated on the entire vertical surface of the bridge as if fully enclosed.
- 3.3 Design Criteria: The design of the bridge shall be in accordance with the AASHTO LRFD Bridge Design Specifications except as modified by the "AASHTO Guide Specification for the Design of Pedestrian Bridges" and these specifications. Tubular members and their connections shall be designed per the AISC "Hollow Structural Sections Connections Manual" latest edition or the AISC Manual 13th Edition.
- 3.4 Seismic: All bridges shall be designed for seismic loads of the intensity required by local codes.
- 3.5 Temperature: Bridge shall be designed to accommodate a temperature differential of 120 degrees Fahrenheit. Slip pads of UHMW polyethylene shall be placed between the smooth surface of a setting plate and the smooth bearing plate of the bridge. A minimum 1" clearance shall be provided between the bridge and concrete abutments.
- 3.5.1 A cover plate shall be furnished to cover the expansion gap specified in 3.7. The plate shall have a slip resistant surface.
or ☐ No cover plate is required over the expansion joint.

- 3.6 Deflection: The vertical deflection of the bridge due to pedestrian live load (not reduced) shall not exceed 1/400 of the span length. The maximum deflection due to vehicular loads shall not exceed 1/800 of the span length. For pedestrian comfort, the load used for the deflection check be a minimum of 500 pounds per lineal foot of bridge or the uniform load used in Section 3.2, whichever is greater. The horizontal deflection due to lateral wind load shall not exceed 1/500 of the span length.
- 3.6.1 Vibrations: In addition to the deflection criteria above, the natural frequency of the bridge shall meet the requirements as specified in the "AASHTO Guide Specification for the Design of Pedestrian Bridges".
- 3.7 Complete design calculations and drawings signed and sealed by a professional engineer licensed in the state of the project shall be submitted to the owner for approval prior to fabrication.

4.0 MATERIALS

- 4.1 All structural members shall have a minimum thickness of material of at least 3/16".
- 4.2 Type of steel
(select one of the following options):
☒ **Unpainted Weathering Steel** bridges shall be fabricated from ASTM A242 or ASTM A588 steel for plates and structural shapes and ASTM A606 or ASTM A847 for tubular sections. Minimum yield (Fy) shall be greater than 50,000 psi.
- or
- ☐ **Painted Steel** bridges shall be fabricated from ASTM A36 or A572 and tubular sections from ASTM A500.
- 4.3 Type of deck
(select one of the following options):
☐ **Wood Decking** shall be No. 1 grade Southern Yellow Pine. Wood decking shall be treated to a minimum of .40 pounds of preservative per cubic foot of wood. The wood deck shall be designed for the uniform live load and the vehicular wheel load, whichever is greater. Floor planks shall be attached with at least two plated fasteners where planks cross supporting members. Planks shall be designed to carry a wheel footprint load per AASHTO.
- or
- ☒ **Concrete Floors** shall be completely formed by the bridge manufacturer with a minimum of 22 gauge galvanized composite floor deck. The floor deck shall be manufactured by a member of the Steel Deck Institute or have their deck properties certified by the Steel Deck Institute. Composite deck design shall not be used for vehicular loads. The pouring and finishing of 4000 psi lightweight concrete and the furnishing of the reinforcement shall be the responsibility of the contractor or owner. After the concrete has cured, an appropriate sealer should be applied by the contractor or owner.
- 4.4 Field splices shall be bolted with High Strength ASTM A325 bolts; type 3 bolts shall be used for weathering steel bridges.
- 4.5 Welding materials shall be in strict accordance with the American Welding Society (AWS). Structural welding code, D1.1 Filler metal as specified in 4.1 shall be used for the particular welding process required. Welders will be certified in accordance with AWS D1.1 or D1.5 as applicable.

5.0 FABRICATION AND QUALITY CONTROL

- 5.1.1 Bridge fabricator shall be certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for Major Steel Bridge Structures with Fracture Critical and Sophisticated Paint Endorsements as set forth in the AISC Certification Program.
- 5.1.2 Workmanship, fabrication, and shop connections shall be in accordance with American Association of State Highway and Transportation Officials Specifications (AASHTO).
- 5.2.1 Welding operators shall be properly accredited experienced operators, each of whom shall submit satisfactory evidence of experience and skill in welding structural steel with the kind of welding to be used in the work, and who have demonstrated the ability to make uniform good welds meeting the size and type of weld required.

- 5.2.2 All welding shall utilize E70 or E80 series electrodes. The weld process used shall be Flux Core Arc Welding (FCAW) or Gas Metal Arch Welding (GMAW).
- 5.3.1 The connection of bridge end post to top chord shall be a mitered joint with the exposed welds ground smooth. The connection of the floor beam in a pony truss system shall not be solely into the side of a tubular bottom chord without the use of additional stiffeners to prevent chord ovalization.
- 5.3.2 Stringers used for flooring attachment shall not be made from tubular steel (HSS) due to water intrusion and accelerated corrosion of the stringers.
- 5.4 All structural elements used in the bridge shall be identified by heat number of the steel member used. Specific mill test reports and individual welder certificates shall be tracked and kept on file to be provided at the request of the owner or engineer.
- 5.5 To ensure quality control during bridge fabrication, the bridge supplier shall be the fabricator of the bridge and shall not assign, sublet, or subcontract any part of the bridge fabrication.
- 5.6 The bridge design Professional Engineer shall inspect the bridge structure after fabrication and furnish a signed and sealed Conformance Report and Affidavit verifying that the bridge has been inspected by the Engineer and fabricated in accordance with the Engineer's design calculations and approved shop drawings. This inspection and report shall not be delegated to any other engineer or person. For weathering steel bridges, the report shall include a summary of computations of the corrosion index (per ASTM G101) for every heat number of structural steel used in the bridge to verify that the steel is of a weathering grade.
- 5.6.1 Each bridge shall be inspected by a Certified Welding Inspector that is qualified under the AWS QC-1 program. This inspection shall include as a minimum requirement the following: review of shop drawings, weld procedures, welder qualifications, and weld testing reports, visual inspection of welds and verification of overall dimensions and geometry of the bridge. A report shall be produced indicating the above items were reviewed and shall be signed and sealed by the CWI signifying compliance with AWS D1.1 codes.

6.0 RAILINGS & ACCESSORIES

- 6.1.1 All railings shall have a smooth surface and be mounted on the inside of the trusses with no protrusions or depressions. All ends of angles and tubes shall be closed and ground smooth. In accordance with AASHTO, railings for
 - ☒ pedestrian use should be a minimum of 42" above the floor deck.
 - or ☐ bicycle use should be a minimum height of 54" above the floor deck.

- 6.1.2 Safety Rails: Continuous rails shall be located on the inside of the trusses. The safety rails shall be
 - ☐ horizontal safety rails with a maximum opening of _____ inches.
 - or ☒ vertical picket rails with a maximum opening of 4 inches.

(optional)

- 6.1.3 ☒ Toe Plate: A 5" steel channel shall be located 2" above the floor deck.

- 6.2 Handrail: Where the slope of the bridge floor exceeds 5%, a handrail shall be furnished. The handrail shall be a 1 1/4" nominal diameter pipe or as shown on the drawings. The pipe shall be galvanized or painted, as shown on the drawings.

7.0 FINISHES

(select one of the following)

- ☒ All boldly exposed surfaces of weathering steel bridges shall be sand blasted in accordance with the Steel Structures Painting Council (SSPC) Surface Preparation Specification No. 6 "Brush Blast Cleaning".

or

☐ Painted bridges shall be sand blasted in accordance with SSPC SPC-6 "Commercial Blast Cleaning". The bridge shall be painted with an epoxy primer followed by an Aliphatic Urethane Gloss Enamel topcoat or approved equal. Bridges shall be provided with paint for touch up after erection.

8.0 DELIVERY AND ERECTION

- 8.1 Bridges will be delivered by truck to a location nearest to the site accessible by roads. Hauling permits and freight charges are the responsibility of the manufacturer.
- 8.2 The manufacturer will notify the customer in advance of the expected arrival. Information regarding delays after the trucks depart the plant such as weather, delays in permits, re-routing by public agencies or other circumstances will be passed on to the customer as soon as possible but the expense of such unavoidable delays will not be accepted by the manufacturer.
- 8.3 The manufacturer will advise the customer of the actual lifting weights, attachment points and all necessary information to install the bridge. Unloading, splicing, bolting, and proper lifting equipment is the responsibility of others.
- 8.4 The contractor shall procure all necessary information about the site and soil conditions. Soil tests shall be procured by the owner. The engineering design and construction of the bridge abutments, piers and/or footing shall be by the contractor. The contractor shall install the anchor bolts in accordance with the manufacturer's anchor bolt spacing dimensions. All grounding and lightning protection shall be the responsibility of the contractor.

9.0 LIMITED WARRANTY

- 9.1 The bridge supplier shall warrant their steel structure(s) to be free of design, material and workmanship defects for a period of ten years from the date of delivery. This warranty does not include decking, railing attachments on any other items not part of the steel truss structure. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration or any other cause not the result of defective materials or workmanship. This warranty shall be void unless owner's records can be supplied which shall indicate compliance with the minimum guidelines specified in the inspection and maintenance procedures. Repair or replacements shall be the exclusive remedy for defects under this warranty. The bridge supplier shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structure(s).



State of Mississippi

TATE REEVES

Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRAVEY

EXECUTIVE DIRECTOR

October 10, 2024

Mr. Alan Hart
Director of Public Works
City of Ridgeland
100 W. School Street
Ridgeland, MS 39157

Dear Mr. Hart:

Congratulations on the approval of the Legislative Pre-Disaster Mitigation Grant for the City of Ridgeland Flood Mitigation and Restoration project. The project's total cost is \$5,333,333.00 with a federal share of \$3,999,999.75. The local share for the project totals \$1,333,333.25. All work on the project must be completed by May 31, 2027, and all the closeout documentation must be submitted to the State by June 30, 2027.

Please note there are special conditions that must be adhered to so that the project will remain in compliance with federal regulations. These special conditions are notated on the FEMA approval letter in detail. However, until the Environmental Planning and Historic Preservation (EHP) review has not been completed funds may not be released from the implementation of the proposed project. No construction activities (including site preparations, project staging, utility installation, or any other ground disturbance may begin until the EHP review is completed. You will be notified when the review is finished.

If you have any questions concerning this matter, please give me a call at (601) 933-6636.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jana Henderson".

Jana Henderson, Director
Office of Mitigation



U.S. Department of Homeland Security
FEMA Region IV
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

October 3, 2024

Mr. Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency
1 MEMA Drive
Pearl, Mississippi 39208

Attention: Ms. Jana Henderson, State Hazard Mitigation Officer

Reference: Fiscal Year (FY) 2024 Pre-disaster Mitigation Assistance (PDM) Project approval
LPDM-PJ-04-MS-2024-004
City of Ridgeland Purple Creek Flood Mitigation & Restoration

Dear Mr. McCraney:

The above referenced project subgrant has been approved through the Pre-disaster Mitigation Assistance (PDM) grant program under the FY24 Consolidated Appropriations Act's Joint Explanatory Statement for Division F in the table entitled Community Project Funding and Congressionally Directed Spending. The Scope of Work and Budget submitted through eGrants are hereby approved.

Project Number & Title	Federal Share	Federal Share Percentage	Total Project Cost
LPDM-PJ-04-MS-2024-004 City of Ridgeland Purple Creek Flood Mitigation & Restoration	\$3,999,999.75	75.00%	\$5,333,333.00

This letter constitutes programmatic approval for use of FY 2024 PDM funds. The FEMA Assistance Officer has issued the financial award and documentation in support of this approval through eGrants on September 10, 2024. The funds have been obligated to the appropriate Payment and Reporting System (PARS) account.

The terms and conditions of this award are provided in the enclosed Agreement Articles issued through eGrants. As stated in the Agreement Articles, FEMA has placed the below funding hold on this project in PARS:

The Environmental Planning and Historic Preservation (EHP) review is not yet complete and therefore conditions apply to this project's award. Specifically, the EHP review must be complete before project activities may be initiated and the drawdown of funds can begin. The recipient/subrecipient must receive notification from FEMA of the outcome of the environmental reviews before funds may be released for implementation of the proposed project. No construction activities (including site preparation, project staging, utility installation, or any ground disturbing activities or equipment installations on existing structures) may begin until the

EHP compliance review is complete. Release of funding or initiation of project activities prior to completion of the EHP compliance review may result in FEMA's inability to fund the project due to noncompliance with EHP requirements.

Please review these Agreement Articles thoroughly and abide by all provisions.

FEMA will not establish activity completion timelines for individual subawards. Recipients are responsible for ensuring that all approved activities are completed by the end of the Grant Period of Performance (POP). The POP for FY 2024 PDM is September 5, 2024, to September 14, 2026. The Recipient shall submit a Final SF-425 and Performance Report no later than 120 days after the end date of the POP, per 2 CFR §200.343.

Thank you for submitting an application to the FY-2024 PDM grant program. Should you have any questions, please contact Sabrina Simms at (202) 436-1750.

Sincerely,

VALERIE A RHOADS

Digitally signed by VALERIE A

RHOADS

Date: 2024.10.03 16:23:56 -04'00'

Valerie Rhoads
Chief, Competitive Grants and Compliance Branch
Mitigation Division

Enclosure:
Award Package

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project LPDM-PJ-04-MS-2024-004 (0)

Title: City of Ridgeland Purple Creek Flood Mitigation & Restoration

NEPA DETERMINATION

Non Compliant Flag: Yes	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	
Comment	Special Note: EHP Review is not yet completed and therefore conditions apply to this project's award, including that project activities may not be initiated and drawdown of funds cannot begin until EHP review is complete. An Environmental Assessment is anticipated for the proposed project. City of Ridgeland, Rankin County, MS, Sub applicant proposes to mitigate flooding by creating additional storage and restoration at the proposed Freedom Ridge Upper Pond area; rehabilitating and expand storage volume at existing retention facility at freedom Ridge Park and improve hydraulic capacity and streambank at Purple Creek tributary channel between Freedom Ridge Park and HWY 51. - khinson1 - 08/27/2024 15:53:41 GMT	

CATEX CATEGORIES

Catex Category Code	Description	Selected
	No Catex Categories were selected	

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
		No Environmental Laws/Executive Orders were selected.	

CONDITIONS

Special Conditions required on implementation of Projects:

NEPA Condition: FEMA is required to consider the potential effects on natural and cultural resources of all projects funded by FEMA grant funds. FEMA manages and implements EHP compliance requirements in accordance with FEMA Directive 108-1 and Instruction 108-1-1 (EHP Directive and Instruction) and through its EHP review process, as mandated by the National Environmental Policy Act (NEPA), the National Historic Preservation Act of 1966, as amended, the Endangered Species Act, and any other applicable laws and Executive Orders. FEMA's EHP review process must be completed and Recipient/Subrecipient must receive notification from FEMA of the environmental review outcome before funds may be released for implementation of the proposed project. No construction activities (including any site preparation, project staging, utility installation or ground disturbing activities) or equipment installations on existing structures may begin until the EHP compliance review is complete. Release of funding or initiation of project activities prior to completion of the EHP compliance review may result in FEMA's inability to fund the project due to noncompliance with EHP requirements.

Source of condition: NEPA Determination

Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project LPDM-PJ-04-MS-2024-004 (0)

Title: City of Ridgeland Purple Creek Flood Mitigation & Restoration

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Legislative Pre-Disaster Mitigation Grant Recipient-Subrecipient Program Agreement

Under this Agreement, the interests and responsibilities of the Recipient, hereinafter referred to as the State will be executed by the Mississippi Emergency Management Agency. Mr. Stephen C. McCraney, the Governor's Authorized Representative (GAR), is designated to represent the State. The Subrecipient of this Agreement is the **City of Ridgeland**. The interests and responsibilities of the Subrecipient will be executed by the Subrecipient's designated applicant's agent.

Under the Legislative Pre-Disaster Mitigation Grant federal funds in the amount of **\$3,999,999.75** are hereby awarded to the Subrecipient as stated below under the following conditions:

Approved Total Project Cost:	\$ 5,333,333.00	
Federal Cost Share:	\$3,999,999.75	75.00%
State Cost Share:	\$0.00	0.00%
Local Cost Share:	\$1,333,333.25	25.00%

The Subrecipient agrees and understands that:

1. He/She has legal authority to apply for assistance on behalf of the subrecipient.
2. The Subrecipient will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state assistance.
3. The Subrecipient will use Hazard Mitigation Assistance Grant Program funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with the Robert T. Stafford Disasters Relief and Emergency Assistance Act.
4. The payments for approved projects will be on an eligible cost reimbursement basis and subject to receipt and approval of invoices.
5. The Subrecipient is aware that limited funding available for mitigation requires cost sharing, and that the Subrecipient is required to provide the full non-federal share for such mitigation activities.
6. The Subrecipient will establish and maintain a proper accounting system to record expenditures of disaster funds following generally accepted accounting standards or as directed by the Governor's Authorized Representative.

7. The local cost-share funding will be available within the specified time.
8. The Subrecipient will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Subrecipient will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advance funds that are not supported by audit or other federal or state review of documentation maintained by the Subrecipient.
10. The Subrecipient will comply with all applicable codes and standards as pertains to this project and agree to provide maintenance as appropriate.
11. The Subrecipient will comply with all applicable provisions of federal and state laws and regulations regarding procurement of goods and services.
12. The Subrecipient will comply with all federal and state statutes and regulations relating to non-discrimination. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions under this Agreement.
13. The Subrecipient will comply with provisions of the Hatch Act limiting the political activities of public employees.
14. The Subrecipient will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.
15. The Subrecipient will comply with the National Flood Insurance Program and the community's flood protection ordinance.
16. The Subrecipient will not enter any cost-plus-percentage-of-cost contracts for the completion of Hazard Mitigation Assistance Grant Projects.
17. The Subrecipient will not enter any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
18. The Subrecipient will provide the Recipient copies of audit reports that include funds provided under this agreement.
19. The Subrecipient agrees that the disaster relief project contained in this Agreement will be completed by **May 31, 2027**. Completion dates may be extended upon justification by the Subrecipient and approval by the Governor's Authorized Representative and the Federal Emergency Management Agency.

20. Construction Project Requirement- Acceptance of Federal funding requires the Recipient and any Subrecipients to comply with all Federal, state, and local laws before the start of any construction activity. Failure to obtain all appropriate Federal, state, and local environmental permits and clearances may jeopardize Federal funding. Any change to the approved scope of work will require re-evaluation by FEMA for the recipient and Subrecipient compliance with the National Environmental Policy Act and other was and Executive Orders.
21. If ground-disturbing activities occur during construction, the Subrecipient must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the MEMA Office of Mitigation. Documentation must be provided of the monitoring efforts.
22. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

If the Subrecipient violates any of the conditions of this agreement or applicable federal and state regulations; the State shall notify the Subrecipient that financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

The undersigned does hereby agree with all terms and conditions of this agreement.

Stephen C. McCraney
Governor's Authorized Representative

Subrecipient's Authorized Representative

Date

Date



police department

October 7, 2024

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Axon Enterprise Purchase Agreement for Review and Approval

Please review for approval the attached Axon Enterprise purchase agreement. This agreement is to purchase 62 Axon Taser 10. This is a five (5) year agreement with Axon.

Your consideration and approval will be greatly appreciated.

Attachments (1)

the city of RIDGELAND



police department

October 7, 2024

Axon Enterprise Inc.
17800 N. 85th Street
Scottsdale, AZ 85255

Please use this letter alongside the **Master Service and Purchasing Agreement** for the new Axon Taser 10 (firearm). We will purchase these items under **State Contract**.

We are purchasing **62** Taser 10s for **\$292,464** under Axon's quote **Q-573999-45566.703JH** for the **Ridgeland Police Department**.

This signature warrants and acknowledges that I am authorized to execute this Agreement on behalf of the Agency, and that these weapons are being acquired for official agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.

Signature

Brian Myers, Chief of Police

City of Ridgeland Ms. Police Department

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Brian Myers - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



STATE OF MISSISSIPPI

CONTRACT NUMBER

8200076588

CONTRACT SMART NUMBER

1130-25-C-SWCT-00007

AXON ENTERPRISE, INC.
COOPERATIVE AGREEMENT
FOR TASERS

**DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

**AXON ENTERPRISE INC.
and
THE STATE OF MISSISSIPPI**

SCOPE: Axon Enterprise, Inc., Cooperative Contract for Tasers

MASTER AGREEMENT NUMBER: 092722-AXN

CONTRACT NUMBER: 8200076588

SMART NUMBER: 1130-25-C-SWCT-00007

EFFECTIVE DATES: August 28, 2024 – August 27, 2025

CONTACTS:

State of Mississippi

Easter Haimur

Office of Purchasing, Travel and Fleet Management

701 Woolfolk Building, Suite A

501 North West Street

Jackson, MS 39201

(office) 601-359-2030

Fax: 601-359-3910

Email: Easter.Haimur@dfa.ms.gov

Axon Enterprise, Inc., Contract Administrator:

Sean Lake

Sr. Manager, Sales Operations

17800 North 85th Street

Scottsdale, Arizona 85255

(office) 623-225-9909

Email: slake@axon.com

Website: www.axon.com

We have established an agreement with Sourcewell to allow purchases from their cooperative contract with Axon Enterprise, Inc. It is the buyer's responsibility to ensure this contract is not used for required competitive process items or as a substitute for other required purchasing approvals as required by Mississippi law.

This contract was approved as an option for agencies to save money on taser devices and provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-573999-45531.635JH

Issued: 08/27/2024

Quote Expiration: 12/01/2024

Estimated Contract Start Date: 11/15/2024

Account Number: 459172
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Ridgeland Police Dept. - MS 115 W School St Ridgeland, MS 39157-2706 USA	Ridgeland Police Dept. - MS 115 W School St Ridgeland MS 39157-2706 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jake Haddon Phone: Email: jhaddon@axon.com Fax:	Stephen Webb Phone: (601) 607-3515 Email: stephen.webb@ridgelandms.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$292,464.00
ESTIMATED TOTAL W/ TAX	\$292,464.00

Discount Summary

Average Savings Per Year	\$11,375.82
TOTAL SAVINGS	\$56,879.12

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$53,996.78	\$0.00	\$53,996.78
Oct 2025	\$56,156.66	\$0.00	\$56,156.66
Oct 2026	\$58,402.92	\$0.00	\$58,402.92
Oct 2027	\$60,739.04	\$0.00	\$60,739.04
Oct 2028	\$63,168.60	\$0.00	\$63,168.60
Total	\$292,464.00	\$0.00	\$292,464.00

Quote Unbundled Price: \$349,343.12
Quote List Price: \$299,231.12
Quote Subtotal: \$292,464.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	60	60	\$95.16	\$81.24	\$81.24	\$292,464.00	\$0.00	\$292,464.00
A la Carte Hardware									
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2			\$1,689.32	\$0.00	\$0.00	\$0.00	\$0.00
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2			\$43.90	\$0.00	\$0.00	\$0.00	\$0.00
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2			\$11.77	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY 7/7/10	2	49		\$7.93	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$292,464.00	\$0.00	\$292,464.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	60	2	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	60	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	50	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	10	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	11	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	60	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/15/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/15/2024
A la Carte	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	10/15/2024
A la Carte	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	10/15/2024
A la Carte	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	10/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	10/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	10/15/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	10/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	10/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	10/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	60	11/15/2024	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	60	11/15/2024	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2024	11/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	60	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK 17/110	60	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK 17/110	2	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK 17/110	11	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY 17/110	1	10/15/2025	11/14/2029
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY 17/110	2	10/15/2025	11/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	115 W School St	Ridgeland	MS	39157-2706	USA
2	115 W School St	Ridgeland	MS	39157-2706	USA

Payment Details

Oct 2024					
Invoice Plan		Item	Description	Qty	Subtotal Tax Total
Year 1		70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	\$0.00 \$0.00 \$0.00
Year 1		71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	\$0.00 \$0.00 \$0.00
Year 1		74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00 \$0.00 \$0.00
Year 1		80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY 77/10	2	\$0.00 \$0.00 \$0.00
Year 1		C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$53,996.78 \$0.00 \$53,996.78
Total					\$53,996.78

Nov 2024					
Invoice Plan		Item	Description	Qty	Subtotal Tax Total
Invoice Upon Fulfillment		107208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00 \$0.00 \$0.00
Total					\$0.00

Oct 2025					
Invoice Plan		Item	Description	Qty	Subtotal Tax Total
Year 2		70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	\$0.00 \$0.00 \$0.00
Year 2		71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	\$0.00 \$0.00 \$0.00
Year 2		74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00 \$0.00 \$0.00
Year 2		80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY 77/10	2	\$0.00 \$0.00 \$0.00
Year 2		C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$56,156.66 \$0.00 \$56,156.66
Total					\$56,156.66

Oct 2026					
Invoice Plan		Item	Description	Qty	Subtotal Tax Total
Year 3		70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	\$0.00 \$0.00 \$0.00
Year 3		71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	\$0.00 \$0.00 \$0.00
Year 3		74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00 \$0.00 \$0.00
Year 3		80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY 77/10	2	\$0.00 \$0.00 \$0.00
Year 3		C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$58,402.92 \$0.00 \$58,402.92
Total					\$58,402.92

Oct 2027					
Invoice Plan		Item	Description	Qty	Subtotal Tax Total
Year 4		70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	\$0.00 \$0.00 \$0.00
Year 4		71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	\$0.00 \$0.00 \$0.00
Year 4		74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00 \$0.00 \$0.00
Year 4		80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY 77/10	2	\$0.00 \$0.00 \$0.00

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$60,739.04	\$0.00	\$60,739.04
Total				\$60,739.04	\$0.00	\$60,739.04

Oct 2028							
Invoice Plan		Item	Description	Qty	Subtotal	Tax	Total
Year 5		70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	\$0.00	\$0.00	\$0.00
Year 5		71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	\$0.00	\$0.00	\$0.00
Year 5		74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00	\$0.00	\$0.00
Year 5		80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY TT/T10	2	\$0.00	\$0.00	\$0.00
Year 5		C00010	BUNDLE - TASER 10 CERTIFICATION	60	\$63,168.60	\$0.00	\$63,168.60
Total					\$63,168.60	\$0.00	\$63,168.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/27/2024





police department

October 7, 2024

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Special Event Permit – Ridgeland Police Department I WILL LISTEN Ruck March

I have attached a request for a Special Event Permit from Jeremey Watkins with the Ridgeland Police Department to hold an I WILL LISTEN ruck march. This event is scheduled for Saturday, November 2, 2024, from 10 a.m. to 2 p.m. and will be held at Ridgeland Police Department.

Mr. Watkins is expecting approximately 150 participants. The facilities at the Ridgeland Police Department will be available during the event. This event will help raise money for law enforcement suicide awareness.

This event will not generate overtime for the Ridgeland Police Department. Two (2) on-duty officers will assist participants crossing HWY 51.

Mr. Watkins has requested the filing fee and bond money be waived.

Your consideration and approval will be greatly appreciated.



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: I will Listen Rock March
EVENT LOCATION: 115 W. School St. Ridgeland, MS 39157
EVENT DATE: Beginning 11-2-24 to Ending 11-2-24 Multiple Days: ☐ YES ☒ NO
EVENT HOURS: Beginning 0700 to Ending 0930
TYPE OF EVENT: Emergency Services Fundraiser
EVENT POINT OF CONTACT: Kristy Daniels CELL NUMBER: 601 906-1975
(This person must remain on scene during the entire event)
NAME OF ORGANIZATION: Strength Behind the Blue
ADDRESS: 115 W. School St. CITY/STATE/ZIP: Ridgeland, MS 39157
ESTIMATED CROWD SIZE: 100 - 150 NUMBER OF EVENT PERSONNEL: 10
ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Police Dept.
ARRANGEMENTS FOR SITE CLEAN-UP: ☐ YES ☒ NO DETAILS: There will be no clean-up needed.

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☐ YES ☒ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO
Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO
Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

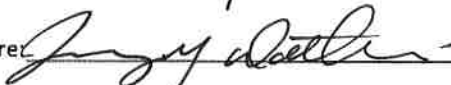
- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☐ YES ☒ NO LOCATION(s): _____

POLICE/SECURITY PERSONNEL REQUIRED: 2 ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Jeremy Watkins Contact Number: 601 853-2014

Applicant Signature:  Date: 10-1-2024

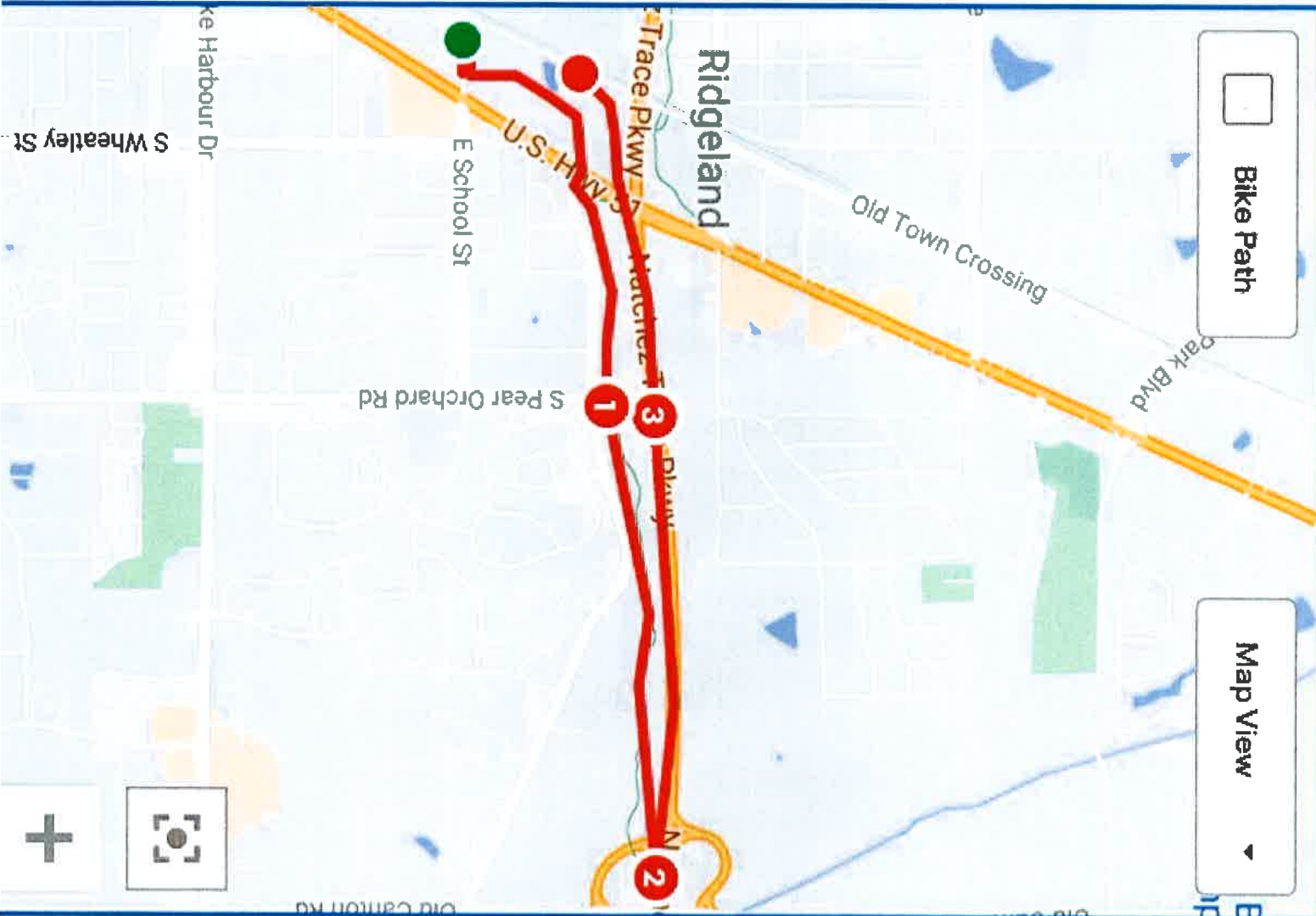
Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. Please allow a minimum of 30 days to complete the process and receive approval.

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>10-1-24</u> and has been reviewed by the appropriate personnel. This application has been APPROVED / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>10-15-2024</u> .		
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>10-7-2024</u>	
Number of Overtime Officers: <u>0</u>	Estimated OT Cost: _____	
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____		



Required Documents Checklist:

- ☒ Completed and signed Special Events Application
- ☐ Completed and signed Permit to Play Music on Premises (if applicable)
- ☒ Overview map of event location
- ☒ Course route map of road race/walk
- ☐ Recycling program operation plan
- ☐ UAS / Drone operator's documentation (if applicable)
- ☐ Natchez Trace Parkway approval documentation (if applicable)
- ☐ Facility Use Application (PRVWSD) for Old Trace Park (if applicable)
- ☐ Non-Refundable Filing Fee (\$100.00)
- ☐ Bond Fee (\$1000.00)



police department

October 7, 2024

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Special Event Permit – Colonial Heights Baptist Church (Hearts of Compassion 5K and Fun Run)

I have attached a Special Event Permit request from Julie Welch with Colonial Heights Baptist Church. This event is the Hearts of Compassion 5K Race and 1-mile Fun Run scheduled for Saturday, November 9, 2024, from 7:00 a.m. to 11:00 a.m. at Colonial Heights Baptist Church located at 444 Northpark Drive, Ridgeland, MS.

Mrs. Welch is expecting a crowd of 350 participants and the church will be open for the use of its facilities to accommodate the participants. Volunteers will be responsible for setup and clean-up upon conclusion of the event.

This event will generate overtime for the Police Department as there are eight (8) posts that will need to be manned for approximately three (3) hours each for participant safety.

The race will begin in the Colonial Heights Baptist Church parking lot. Racers will turn left onto Northpark Drive and continue to Towne Center Blvd where they will turn left. Once on Towne Center Blvd. the participants will travel to Wheatley St. and will turn left. They will travel down Wheatley St. until they get to Ring Rd. At Ring Rd. they will turn left. The participants will travel Ring Rd. to Northpark Dr. and finish the race at the Colonial Heights Baptist Church parking lot.

Checks in the amounts of \$100.00 and \$1,000.00 representing the requisite filing fee and bond money were received along with the Special Event Permit Application and Permit to Play On-Premises Music.

Your consideration and approval will be greatly appreciated.

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Brian Myers - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



CITY OF RIDGELAND

SPECIAL EVENT PERMIT APPLICATION

(Please allow minimum 30 days for approval)



EVENT NAME: Hearts of Compassion 5K & Fun Run

EVENT LOCATION: Colonial Heights Baptist Church

EVENT DATE: Beginning 11/9/24 to Ending 11/9/24 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 7 am to Ending 11 am

TYPE OF EVENT: 5K race & 1 mile fun run

EVENT POINT OF CONTACT: Julie Welch CELL NUMBER: 601-826-9909
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Hearts of Compassion (ministry of CHBC)

ADDRESS: 444 Northpark Dr. CITY/STATE/ZIP: Ridgeland, MS 39157

ESTIMATED CROWD SIZE: 350 NUMBER OF EVENT PERSONNEL: 50 volunteers

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Main building

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: volunteers assigned for signage / water station / trash clean up.

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING

☐ YES ☒ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☐ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☒ YES ☐ NO LOCATION(s): Main entrance (Medical tent)

POLICE/SECURITY PERSONNEL REQUIRED: yes ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Julie Welch Contact Number: 601-826-9909

Applicant Signature: Julie Welch Date: 9/4/24

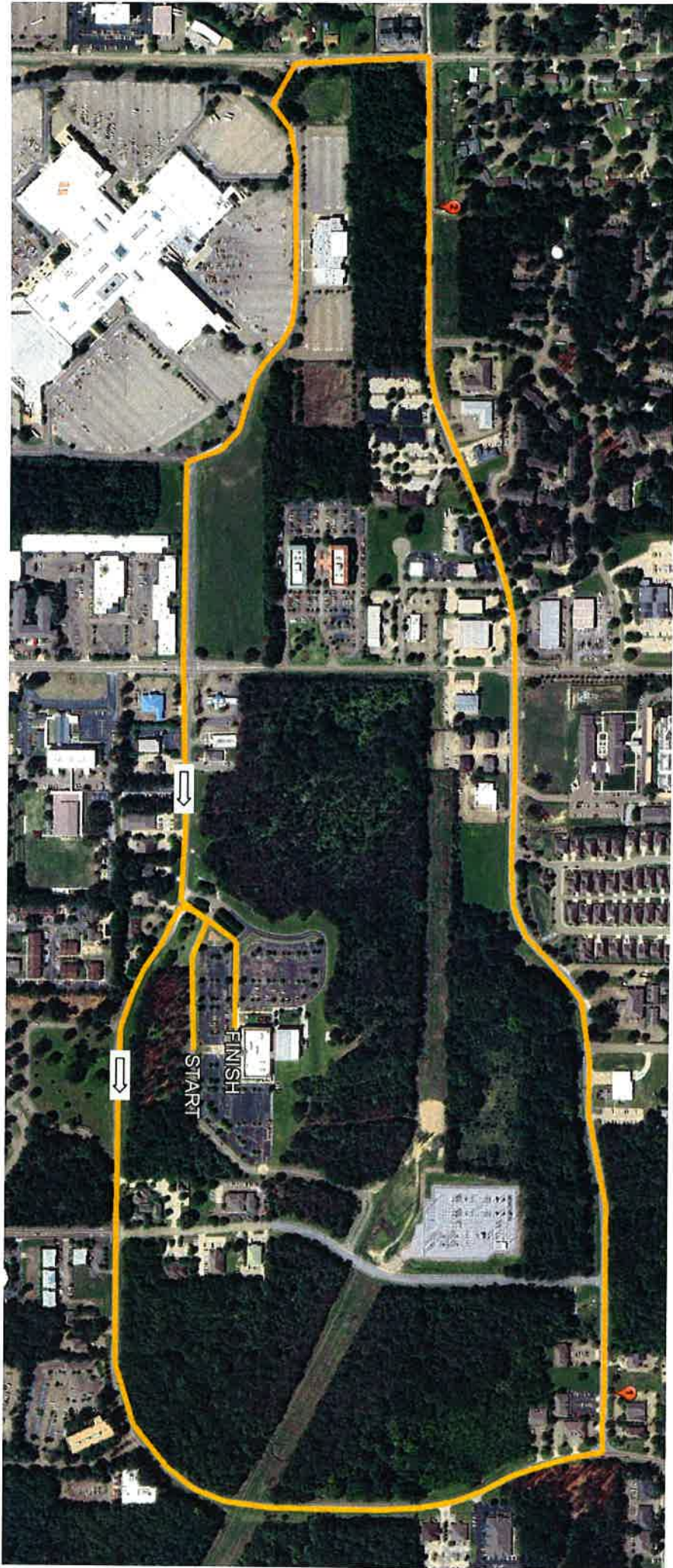
Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. Please allow a minimum of 30 days to complete the process and receive approval.

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>9/5/24</u> <u>8</u> and has been reviewed by the appropriate personnel. This application has been APPROVED / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>10-15-2024</u> .		
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>10-7-2024</u>	
Number of Overtime Officers: <u>8 officers @ 3 hours each</u>	Estimated OT Cost: _____	
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____		





CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 30 days for approval)



DATE OF APPLICATION: 9/4/24
EVENT NAME: Hearts of Compassion 5k & Fun Run
EVENT LOCATION: Colonial Heights Baptist Church
DESCRIPTION OF ON-PREMISES ACTIVITY: 5k race & 1 mile Fun Run

DATE OF ACTIVITY: Beginning 11/9/24 to Ending 11/9/24
HOURS OF ACTIVITY: Beginning 7am to Ending 11am
ACTIVITY POINT OF CONTACT: Julie Welch CELL NUMBER: 601-826-9909

(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Hearts of Compassion (Ministry of CHBC)
ADDRESS: 444 Northpark Drive CITY/STATE/ZIP: Ridgeland, MS 39157
https://library.municode.com/ms/ridgeland/codes/code_of_ordinances?nodeId=CO_CH46EN_ARTIVNO

Event organizers should become familiar with the City of Ridgeland Noise Ordinance to ensure compliance with law.

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: Background Music & announcements pre-race. No one lives near.

THE CHIEF OF POLICE SHALL HAVE THE AUTHORITY TO REVOKE ANY PERMIT ISSUED.

Applicants Signature: Julie Welch Date: 9/5/24

☒ APPROVED
☐ DENIED

Chief of Police or Designee: R. C.
Date: 10-7-2024

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.

**POST ASSIGNMENT
COLONIAL HEIGHTS BAPTIST CHURCH
HEARTS OF COMPASSION 5K AND FUN RUN
NOVEMBER 9, 2024**

OFFICER	BADGE #	POST ASSIGNMENT	POST #
Cpl. Russell Dukette	143	Command	Rover
Alex Loveall	133	North Park/Church Place	1
Shannon Hall	174	North Park/Avery Blvd.	2
Victor Andrews	137	North Park/Town Center	3
Taquaveon Wilson	178	Town Center/Pear Orchard	4
Zachary Naef	169	Town Center/S. Wheatley	5
Nicklous Brothens	164	S. Wheatley/McCormack	6
Kevin Mathis	64	North Park/Pear Orchard	7

Roll call will be held at 0700 hours and all officers are to be on post no later than 0730 hours. Officers are to wear special event uniforms as well as traffic safety vest. 5K starts at 0800 hours and the fun run will commence at 0900 hours. Any deviation or request for re-assignments will be made through and approved by Lt. Eddy Addison. The on-duty shift supervisor should be contacted in the event additional manpower is needed.

Post 1

Block all north/south lanes when race begins. Once all participants are on North Park Drive, move to Ring Road and monitor traffic to ensure the safety of the participants and that no one is driving carelessly.

Post 2

Officer will work traffic at this intersection so traffic does not cross the intersection or get on North Park Drive. After the last runner gets onto Town Center, assigned officer will follow that person and maintain end. When the fun run begins, hold traffic at the back entrance of church.

Post 3

When race begins, stop all westbound traffic at this intersection. Make all traffic go west on Town Center. When the last participant passes you, hold this post as the fun run will utilize a portion of Avery Blvd.

Post 4

Officer will work this intersection and make sure participants have right of way.

Post 5

Officer will monitor traffic at this intersection making sure that participants have right of way as they turn onto South Wheatley Street.

Post 6

Officer will monitor this intersection and make sure runners have right of way as they turn from South Wheatley back into the mall.

Post 7

Officer will work this intersection and make sure all racers cross safely.



police department

October 7, 2024

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Special Event – MS Race Timing – Madison Half Marathon

I have attached a request for a Special Event Permit from Michael Crandall with MS Race Timing Production. This event is the "Madison Half Marathon" scheduled for Saturday, November 2, 2024, from 7:00 a.m. to 11:00 a.m.

Mr. Crandall is expecting 600 to 800 participants and volunteers will be responsible for set-up and clean-up upon the conclusion of the event. Portable restrooms will be spaced out on the race course for participants.

This event will require overtime from the Ridgeland Police Department for nine (9) officers at four (4) hours each.

The filing fee and bonding fee have been received and additional funds were requested to cover the overtime cost. The checks have been received and submitted. I have also attached a copy of the course route and special event permit from the City of Madison.

Your consideration and approval will be greatly appreciated.

Attachments (3)



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Madison Station Half Marathon
EVENT LOCATION: Begins in Madison, MS
EVENT DATE: Beginning Nov. 2, 2024 to Ending Nov. 2, 2024 Multiple Days: ☐ YES ☒ NO
EVENT HOURS: Beginning 7:00 AM to Ending 11:00
TYPE OF EVENT: Half Marathon thru the City of Ridgeland
EVENT POINT OF CONTACT: Michael Crandall CELL NUMBER: 601-953-1817
(This person must remain on scene during the entire event)
NAME OF ORGANIZATION: MS Race Productions
ADDRESS: 508 Winter Oak Cove CITY/STATE/ZIP: Madison, MS, 39110
ESTIMATED CROWD SIZE: 600-800 NUMBER OF EVENT PERSONNEL: 30
ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Start/finish line/ along route
ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Volunteers will be in charge of picking up trash

RECYCLING PROGRAM FOR WASTE

☒ YES ☐ NO DETAILS: Recycling trash bins will be present

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☐ YES ☒ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☒ YES ☐ NO LOCATION(s): Start / Finish line

POLICE/SECURITY PERSONNEL REQUIRED: _____ ☐ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Michael Crandall Contact Number: 601-953-1817

Applicant Signature: [Signature] Date: 12/29/23

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. Please allow a minimum of 30 days to complete the process and receive approval.

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
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- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>11/3/24</u> <u>AB</u> and has been reviewed by the appropriate personnel. This application has been APPROVED / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>10-15-2024</u> .		
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>10-7-2024</u>	
Number of Overtime Officers: <u>9 Officers @ 4 hours</u>	Estimated OT Cost: _____	
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____		

December 29, 2023

MS Race Productions

Please find our application for the Madison Station Half Marathon to be held on October 19, 2024. The race will start and end in Madison, MS. The race will enter the City of Ridgeland from Old Canton Road onto the multi-purpose trail. The race will proceed on the trail and exit the trail onto Old Town Crossing. The race will proceed north on Old Town Crossing back to the City of Madison. The half marathon will begin at 7:00 and should begin entering the City of Ridgeland around 7:45. The course will be the same as used in 2022 and 2023. If you have questions, please feel free to call Mike Crandall 601-953-1817. Thank you, Mike Crandall



MADISON STATION HALF MARATHON

13.00 mi

Distance

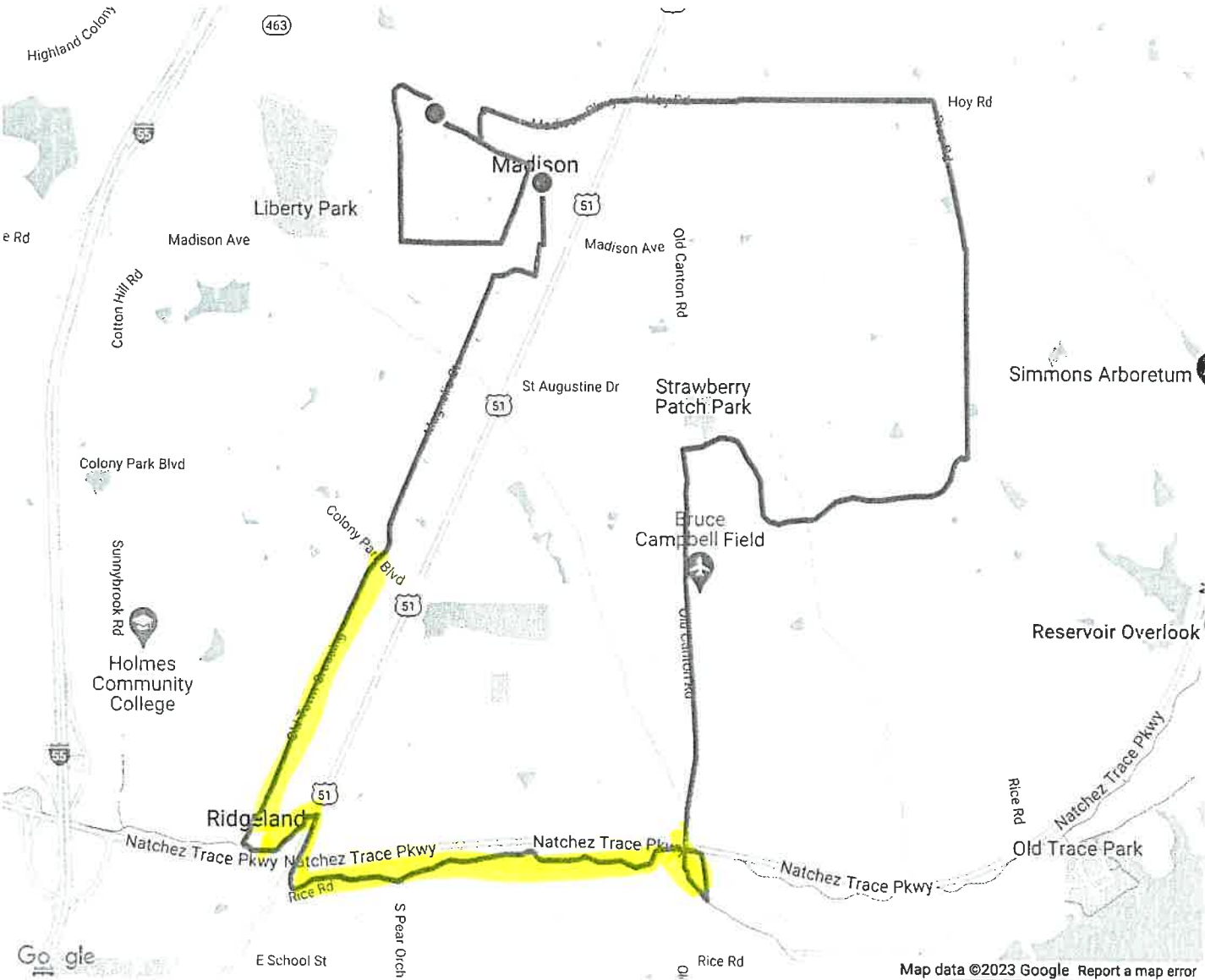
313 ft

Elevation Gain

Run

Activity Type

Notes

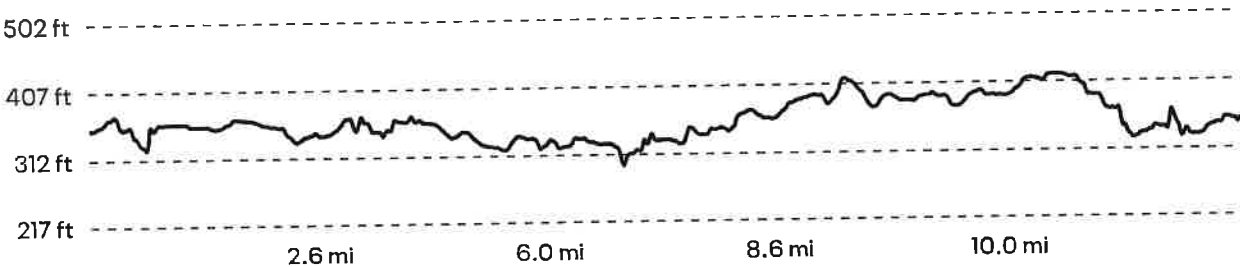


Start
357 ft

Max
420 ft

Gain
313 ft

Elevation



DISTANCE (MI)	DIRECTION
0.00	Head southeast on Main St toward Merchant StDestination will be on the left
0.39	Head east on Main St toward Jones St
0.39	Turn right onto Jones St
0.69	Head west on Madison Ave toward Harris Ln
1.04	Head north on Crawford St toward Taylor St
1.58	Head northeast on Crawford St
1.59	Turn right onto Main St
1.71	Slight right to stay on Main St
1.73	Head southeast on Main St toward Merchant St
1.97	Turn left onto Post Oak RdDestination will be on the left
1.98	Head north on Post Oak Rd
2.08	Slight rightDestination will be on the left
2.10	Head east on Madison PkwyDestination will be on the left
2.63	Head east on Madison Pkwy toward US-51 N
2.64	Continue onto Hoy RdDestination will be on the left
3.61	Head east on Hoy Rd toward Tisdale Rd
3.71	Turn right onto Rice RdDestination will be on the right
3.72	Head south on Rice Rd toward Hoy Farms Dr
4.84	Head south on Rice Rd toward St Augustine Dr
4.97	Head south on Rice Rd toward Calumet Dr
4.98	Turn right onto Calumet Dr
6.29	Head west on Calumet Dr toward Old Canton Rd
6.30	Turn left onto Old Canton Rd
7.41	Head south on Old Canton Rd toward W Tidewater Ln

DISTANCE (MI)	DIRECTION
---------------	-----------

7.77	Turn left
------	-----------

7.77	Turn rightDestination will be on the left
------	---

7.77	Head north
------	------------

7.78	Sharp rightDestination will be on the left
------	--

7.91	Head north
------	------------

8.22	Head west
------	-----------

9.36	Head west
------	-----------

9.44	Turn right
------	------------

9.91	Head west on E Jackson St toward US-51 N
------	--

9.95	Sharp leftDestination will be on the right
------	--

9.96	Head southeast
------	----------------

9.97	Turn right
------	------------

10.22	Head north
-------	------------

10.26	Head north
-------	------------

10.33	Turn left toward SE Madison Dr/Old Town Crossing
-------	--

10.34	Turn right onto SE Madison Dr/Old Town Crossing
-------	---

10.38	Head northeast on SE Madison Dr/Old Town Crossing toward W Jackson St
-------	---

10.38	Turn right onto W Jackson St
-------	------------------------------

10.39	Turn left onto Old Town Crossing
-------	----------------------------------

10.50	Head on Old Town Crossing
-------	---------------------------

10.50	Direct/offroad route segment
-------	------------------------------

10.50	Direct/offroad route segment
-------	------------------------------

10.50	Head northeast on Old Town Crossing toward Colony Park Blvd
-------	---

10.96	Continue onto Magnolia StDestination will be on the right
-------	---

12.03	Head northeast on Magnolia St toward Ebenezer Blvd
-------	--

12.03	Turn right onto Ebenezer Blvd
-------	-------------------------------

12.19	Head north on Ebenezer Ln toward Madison Ave
-------	--

12.31	Turn right onto Madison AveDestination will be on the right
-------	---

12.31	Head east on Madison Ave toward Montgomery St
-------	---

12.32	Turn left onto Montgomery St
-------	------------------------------

12.54	Destination
-------	-------------



City of Madison

SPECIAL EVENT PERMIT

APPLICATION

Cole Smith - Parks and Recreation Director
Amy Cummins - Economic Development Director
Community Partners Director

601-856-7060
madisonthecity.com

Email completed application to:
edurrett@madisonthecity.com

Madison the City | Special Event Permit Application

Date of Event: October 19, 2024

Received Date: _____

Applicant Information:

Applicant Name: MS Race Productions Cell Number: 601-953-1817

Street Address: 508 Winter Oak Cove City/State/Zip: Madison, MS 39110

Email Address: info@msracetiming.com

Applicant is, check all that apply: ☒ Event Organizer ☒ On-Site Emergency Contact ☒ Organization Representative

Organization Information: Same as applicant

Organization: _____ Cell Number: _____

Street Address: _____ City/State/Zip: _____

Email Address: _____

Type of Organization, check all that apply: ☐ Nonprofit ☐ Board/Committee ☐ School ☒ Business ☐ Volunteer ☐ Individual ☐ Other

Event Information:

Event Name: Madison Station Half Marathon Time of Event: 7:00 a.m. - 12:00 p.m.

Event Location: 2103 Main Street, Madison, MS 39110 Approx. Event Attendance: 600

Type of Event, select all that apply:

☐ Parade ☒ Run/Walk ☐ Assembly/Rally ☒ Sport Event ☐ Concert ☐ Other

Please provide a brief description of your event: This event will be a half marathon, 10K, and 5K run/walk. The event will take place in downtown Madison and run through Madison.

If event is a parade or race/run, please include route and map of movement: see attached

The following conditions must be met and agreed to:

1. The flow of vehicular and/or pedestrian traffic must not be interfered with.
2. Private businesses must not be interfered with.
3. No trespassing on private property.
4. No violent or noisy conduct will be permitted.
5. No candy, trinkets, or other favors will be thrown from any float or group in a parade.
6. Grantee whose signature appears below accepts full and complete responsibility for the actions and conduct of each and every member of this activity.

Michael E. Crandall

Print Name

[Signature]

Signature of Grantee or Permit

11-8-23

Date of Application

The city of Madison, MS, will not be responsible for any damages or injuries as a result of/or during this event.

*If this event will include any special electrical wiring, mechanical rides, outdoor sound equipment, this permit is issued contingent on inspection and approval of the City of Madison Building Inspection Dept.: N/A Inspector Date Approved Denied

*If this event will include any fireworks, this permit is issued contingent on inspection and approval of the City of Madison Fire Dept.: N/A Inspector Date Approved Denied

*If this event will include the discharge of any type weapons or explosives, this permit is contingent on inspection and approval of the City of Madison Police Dept.: N/A Inspector Date Approved Denied

Upon any inspection and denial by an inspector, this permit is immediately revoked, pending satisfactory correction of the problem as found.

Permit Approved: Permit Denied: Reason:

Signature: Date: Signature: Date:

Parks and Recreation Director

Chief of Police

Signature: Date:

Director of Economic Development

COPY OF PERMIT MUST BE ON THE PERSON OF THE GRANTEE AT ALL TIMES DURING THE EVENT AND AVAILABLE FOR INSPECTION UPON REQUEST BY ANY OFFICER.

***IF THE PERMIT IS FOR MULTIPLE DAYS, A NEW PERMIT MUST BE ISSUED EACH DAY OF THE EVENT, PRIOR TO THE EVENT COMMENCING.**

Required Documents Checklist:

- (4) Completed and signed Special Events Application
- 7/19 () Completed and signed Permit to Play Music on Premises (if applicable)
- (4) Overview map of event location
- (4) Course route map of road race/walk
- (4) Recycling program operation plan
- 2/27/2019 () UAS / Drone operator's documentation (if applicable)
- () Natchez Trace Parkway approval documentation (if applicable)
- () Facility Use Application (PRVWSD) for Old Trace Park (if applicable)
- (4) Non-Refundable Filing Fee (\$100.00)
- () Bond Fee (\$1000.00)

**POST ASSIGNMENT
MADISON HALF MARATHON
OCTOBER 19, 2024
0630-1100 hours**

Officer	Badge No.	Patrol Car	Post Assignment	Post
Sgt. Kelly Chapin	85	PC	COMMAND	COMMAND
Cpl. Russell Dukette	143	PC	Natchez Trace Ramp/ Old Canton Road	1
Officer Kyle Boyd	152	PC	US-51/ West Jackson Street	2
Officer Toby Hegwood	130			
Officer Marvin Powell	176	PC	West Jackson Street/Old Towne Crossing	3
Officer Jokabi Jenkins	160	PC	Ridgeland Avenue/ Old Towne Crossing	4
Officer Anthony Thompson	180	PC	Colony Park Blvd/ Old Towne Crossing	5
Officer Chris Clark	173	PC		
Officer Ryan May	185	PC	Natchez Trace Ramp Crossing @ Welcome Center	6

There will be a role call briefing held beginning at 0630 hours with officers on post no later than 0715 hours. Officers will wear special event uniform along with traffic safety vest. Radio operations channel will be on Madison-Ridgeland Special Event (MAD/RID EVENT 1) channel so that communication can be maintained for the event through both departments. Event will have a cut off time of 1100 hours and runners will have a cut off time to be on 51, before having to utilize the sidewalk (TBD by Mike Crandall). The on-duty shift supervisor should be contacted in the event additional manpower is needed. Any deviation or request for re-assignments will be made through and approved by Lt. Eddy Addison. The on-duty shift supervisor should be contacted in the event additional manpower is needed.

POST 1: Officer will work traffic so that participants can travel across the entrance/ exit ramp to the Natchez Trace Parkway to ensure participants are able to cross safely.

POST 2 [two officers]: Officers will hold north and south bound traffic of US-51 so that participants can cross US-51 and continue onto the MPT, and work cross traffic through when feasible and safe to do so.

POST 3: Officer will hold all traffic on West Jackson Street so participants can continue north on Old Towne Crossing, and work traffic through when safe to do so.

POST 4: Officer will hold all cross traffic as participants continue north on Old Towne Crossing.

POST 5 [two officers]: Officers will hold east and west bound traffic as participants make their way north into Madison.

Madison Police Department will have a motor officer that will lead the route.

Contact: Lt. Micah Taylor 662-889-8824 Madison Police Department

Contact: Mike Crandall 601-953-1817 MS Race Timers- event route coordinator



police department

October 8, 2024

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Transfer of FY24 funds to FY25 budget.

Due to outstanding billing and supply chain shortages, we need to transfer the following funds from the FY24 budget to the FY25 budget:

ITEM	REQ	PO	ACCT.	AMOUNT			
BLD. DOOR HARDWARE	00032524	24-79321	001-010-637	\$ 720.00	ON BACK-ORDER	001-010-637	\$ 1,810.81
HVAC REPAIR			001-010-637	\$ 1,090.81	QUOTE RCVD 9-27-24	001-010-637	
UNIFORM SHIRTS	00032655	24-79451	001-100-535	\$ 158.00	ON BACK-ORDER	001-100-535	\$ 3,430.74
NEW HIRE GEAR		24-79118	001-100-535	\$ 2,158.83	BACK ORDER		
UNIFORM PANTS	00032163	24-78960	001-100-535	\$ 179.97	ON BACK-ORDER		
OFFICER UNIFORM PANTS	00032440	24-79237	001-100-535	\$ 307.98	ON BACK-ORDER		
UNIFORM PANTS	00032543	24-79340	001-100-535	\$ 158.00	ON BACK-ORDER		
UNIFORM PANTS SHIRT		24-79416	001-100-535	\$ 378.96	ON BACK-ORDER		
UNIFORM PANTS	00032798	24-79594	001-100-535	\$ 89.00	ON BACK-ORDER		
BLD. DOOR HARDWARE	0032524	24-79321	001-100-637	\$ 3,350.00	ON BACK-ORDER	001-100-637	\$17,593.12
HVAC REPAIR			001-100-637	\$14,243.12	QUOTE RCVD 9-27-24	001-100-637	
ST ANDREWS SIREN	00032533	24-79330	001-100-730	\$14,800.00	WAITING INSTALL	001-100-730	\$17,868.40
BALLISTIC VEST	00032815	24-79611	001-100-730	\$ 1,534.20	ON BACK-ORDER		
BALLISTIC VEST	00032816	24-79612	001-100-730	\$ 1,534.20	ON BACK-ORDER		
CID INTERVIEW ROOM SYSTEM	00030513	24-77310	005-101-730	\$12,425.84	HOLD FOR SOFTWARE GLITCH	005-101-730	\$12,425.84
SRT UNIFORM	00031829	24-78626	103-101-535	\$ 339.00	ON BACK-ORDER	103-101-535	\$ 3,611.99
SRT UNIFORM	00032264	24-79061	103-101-535	\$ 3,213.00	ON BACK-ORDER		
SRT PANTS	00032307	24-79104	103-101-535	\$ 59.99	ON BACK-ORDER		
HOLOSUN RED DOT	00032412	24-79209	103-101-540	\$ 951.72	ON BACK-ORDER	103-101-540	\$ 951.72
SWAT SCHOOL	00032392	24-79189	103-101-681	\$ 400.00	NO INVOICE	103-101-681	\$ 9,118.35
40MM TRAINING RDS		24-79079	103-101-681	\$ 343.35	ON BACK-ORDER		
AMMUNITION		24-79535	103-101-681	\$ 8,375.00	ON BACK-ORDER		
RIFLE SUPPRESSORS	00032293	24-79090	103-101-730	\$ 1,950.10	ON BACK-ORDER	103-101-730	\$ 7,269.82
HANDGUN	00032534	24-79331	103-101-730	\$ 5,319.72	ON BACK-ORDER		

115 west school street • ridgeland, ms 39157
 ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Brian Myers - chief of police
 board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
 Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



police department

October 9, 2024

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Mississippi Wireless Communication Commission Procurement Request

Please review and approve the procurement request to the Mississippi Wireless Communication Commission (MSWIN) for replacing and upgrading the Ridgeland Police Department Cielo Radio Microwave devices. MSWIN requires a procurement request to be submitted to their board for approval for any purchases over \$100,000.

Your consideration and approval will be greatly appreciated.

Attachments (1)

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ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Brian Myers - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

WCC Action: _____ Date: _____

Wireless Communications Request
% Karana Carroll
412 East Woodrow Wilson Ave, Mail Stop 6601
Jackson, Mississippi 39216
Phone: 601-359-5333; Fax: 601-359-5362
kcarroll@wcc.ms.gov



MS Wireless Communication Commission

Procurement Request

Project Title: Ridgeland Police Department Radio Microwave upgrade				
Contact Information				
Governing Authority: City of Ridgeland Police Dept.		Contact Person: Craig Cotten		
Address: 115W. School St. Ridgeland, MS 39157		Phone: 601-856-2014		
Department: Emergency Management		Fax: 601-607-3561		
		Email Address: craig.cotten@ridgelandms.org		
Project Summary				
Project Type: New System ☐ Upgrade/Enhancement to Existing System ☒ System Expansion ☐ Maintenance ☐				
Narrative Description of Current System and Proposed Project including a time line for implementation (Attach additional sheets if needed.) The City of Ridgeland is needing to replace and upgrade the Cielo Radio Microwave devices utilized by the two-way radio communication system of the City of Ridgeland Police Department. The current equipment is being retired from service and will no longer be supported by the manufacturer.				
Discuss Funding (Total project budget; source of funds, i.e., Homeland Security, local revenue, grants, other state or federal funding) Funding is from City's general budget and will be fully compensated by the Madison County Emergency Management Agency.				
Acquisition Details (Attach additional sheets as needed)				
Items Requested:				
Item	Quantity	Description	Manufacturer	Purchase Cost
See Attached		Installation of Radio Microwave units		\$ \$ 168,407.50
				\$
				\$
				\$
				\$
TOTAL				\$ \$ 168,407.50
Acquisition Method: Competitive bid by requesting entity: ☐ 2-Way Radio EPL: ☐ Quotes: ☐				
Existing Contract by requesting entity: ☐ MSWIN Motorola 3429: ☒ Other: ☐				
If "other," specify method:				
Critical Factor(s): What is driving this acquisition at this time? Replacement Parts for the Cielo Microwave Units are no longer manufactured. Circuit Boards and other components in short supply.				

Name (Presiding Officer) / Title

Signature

Date

Please Attach:

- Official Board Order or Certified Copy of Minutes authorizing this project
- For radio acquisitions, answers to *General Analysis Questions: Government Radio Acquisitions*
- All Vendor price quotes

Revised: 06/22/2018



MS Wireless Communication Commission

412 E Woodrow Wilson Avenue Mail Stop 66-01
Jackson, MS 39216

MSWIN Analysis Questions: Government Radio Acquisitions

(Note: Requestor should coordinate with ITA, the WCC, and/or the incumbent vendor, as required, to thoroughly and accurately answer each of the questions listed.)

1. What is needed/being requested?

Replacement Cielo Microwave modules

2. What is the impact of the local project on the MSWINS project?

No impact on MSWINS operations, outside of dependable/repairable equipment for our agency's radio operations.

3. What is the potential impact of the state MSWINS project on the local project(s)?

This connectivity will only improve the City's ability to operate more efficiently on the MSWIN system and allow for better interoperability with adjacent counties already utilizing this technology.

4. How can shared facilities (equipment and infrastructure) be leveraged to benefit one or both projects?

The integrated dispatch solution will allow the City of Ridgeland's local first responders to have better communications with all internal agencies as well as State and other local surrounding users on the MSWIN system.

5. How does the proposed technology mesh with the state's technical implementation?

The replacement equipment uses the same proven technology currently in use and compatible with future growth and functionality.

6. Describe where the differing technologies fit on the technology roadmap. Is there a defined migration path from the older to the more recent technology solution?

The equipment utilizes the same technology currently in-use

7. Are the equipment purchase prices consistent with or better than the state contract prices and discounts?

Yes, the equipment quoted mirrors, or is below the State Contract prices.

8. What level of interoperability with the state and other local systems will this implementation achieve?

The replacement equipment will improve dependability for our agency, or any others that utilize our towers and the MSWINS system.



MS Wireless Communication Commission

412 E Woodrow Wilson Avenue Mail Stop 66-01
Jackson, MS 39216

Procurement Checklist

Requests must be submitted **30 days prior** to the Procurement Committee meeting. The Committee normally meets on the first Thursday of each month before the Commission meeting. [Click here to confirm meeting dates.](#)

All requests must include:

- ☐ Procurement Request Form
 - Project Title
 - Contact Information
 - Project Summary
 - Acquisition Details
 - Name, Signature & Date
- ☐ Analysis Questions
- ☐ Official Certified Minutes
 - If the official certified minutes are not available when the package is submitted, you may include the unofficial minutes to start the process.
 - No request can be fully approved until the official certified minutes are received in the WCC office.
- ☐ Acquisition Quote(s)
 - All quotes are to be submitted.
 - Quotes are verified by WCC staff. Please ensure that your vendor has complied with the EPL or Motorola RFP 3429 prices. Any discrepancies could delay the procurement approval.

Approval Thresholds:

- Procurement Committee (\$100,001 - \$250,000)
- Wireless Communication Committee (over \$250,000)



police department

October 7, 2024

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Special Event –Trunk or Treat

I have attached a request for a Special Event Permit from Ben McDonald with the City of Ridgeland Recreation Parks and Department. This event is the annual Trunk or Treat scheduled for Thursday, October 24, 2024, at Freedom Ridge Park from 6:00 p.m. to 8:00 p.m. This event is open to children ages 0 – 10 and there is a \$5.00 admission fee.

Mr. McDonald is expecting a crowd of approximately 800-900 and the facilities at the park will be open to accommodate participants. Ridgeland Recreation Parks and staff will be responsible for clean-up upon conclusion of the event and recycle bins will be placed at the park.

This event will not generate overtime for the police department. Ridgeland PD will have a motor unit adjust his schedule to be present in the park during this event. On-duty personnel will also be present.

Mr. McDonald has requested the \$100.00 filing fee and \$1,000.00 bond money be waived. Also attached is an application for a Permit to Play On-Premises Music. This has been forwarded to the Ridgeland Fire Department and requested they contact Mr. McDonald for any required assistance needed.

Your consideration and approval will be greatly appreciated.

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Brian Myers - chief of police
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CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Trunk or Treat

EVENT LOCATION: Freedom Ridge Park

EVENT DATE: Beginning October 24, 2024 to Ending October 24, 2024 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 6:00 pm to Ending 8:00 pm

TYPE OF EVENT: Vehicles set up in the grass area and kids trick or treat to each vehicle

EVENT POINT OF CONTACT: Ben McDonald CELL NUMBER: 601-573-7495
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: City of Ridgeland Recreation and Parks

ADDRESS: 100 West School Street CITY/STATE/ZIP: Ridgeland, MS 39157

ESTIMATED CROWD SIZE: 800-900 NUMBER OF EVENT PERSONNEL: 10-15

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: _____

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: _____

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☐ YES ☒ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☐ YES ☒ NO LOCATION(s): _____

POLICE/SECURITY PERSONNEL REQUIRED: _____ ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☒ Recreation/Parks

Applicant Printed Name: Ben McDonald Contact Number: 601-853-2011

Applicant Signature: Ben McDonald Date: October 1, 2024

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. Please allow a minimum of 30 days to complete the process and receive approval.

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>10/1/24</u> and has been reviewed by the appropriate personnel. This application has been APPROVED / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>10-15-2024</u> .	
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>10-7-2024</u>
Number of Overtime Officers: <u>0</u>	Estimated OT Cost: _____
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____	



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 30 days for approval)



DATE OF APPLICATION: October 1, 2024
EVENT NAME: Trunk or Treat
EVENT LOCATION: Freedom Ridge Park
DESCRIPTION OF ON-PREMISES ACTIVITY: Vehicles set up in the grass area and kids trick or treat to each vehicle

DATE OF ACTIVITY: Beginning October 24, 2024 to Ending October 24, 2024
HOURS OF ACTIVITY: Beginning 6:00 pm to Ending 8:00 pm
ACTIVITY POINT OF CONTACT: Ben McDonald Cell Number 601-573-7495

(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: City of Ridgeland Recreation and Parks
ADDRESS: 100 West School Street CITY/STATE/ZIP: Ridgeland, MS 39157
https://library.municode.com/ms/ridgeland/codes/code_of_ordinances?nodeId=CO_CH46EN_ARTIVNO

Event organizers should become familiar with the City of Ridgeland Noise Ordinance to ensure compliance with law.

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: soccer fields which back up to commercial businesses that are closed during the event.

THE CHIEF OF POLICE SHALL HAVE THE AUTHORITY TO REVOKE ANY PERMIT ISSUED.

Applicants Signature: Ben McDonald Date: October 1, 2024
☒ APPROVED
☐ DENIED
Chief of Police or Designee: [Signature]
Date: 10-7-2024

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.

Required Documents Checklist:

- ☒ Completed and signed Special Events Application
- ☒ Completed and signed Permit to Play Music on Premises (if applicable)
- ☐ Overview map of event location
- ☐ Course route map of road race/walk
- ☐ Recycling program operation plan
- ☐ UAS / Drone operator's documentation (if applicable)
- ☐ Natchez Trace Parkway approval documentation (if applicable)
- ☐ Facility Use Application (PRVWSD) for Old Trace Park (if applicable)
- ☐ Non-Refundable Filing Fee (\$100.00)
- ☐ Bond Fee (\$1000.00)



Sales and Service

May 31, 2024

Justin Laplant
Po Box 217
Ridgeland, MS 39157

Re: Planned Maintenance Quote

Attention : Joe Kirchner

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance:

- Improves system reliability.
 - Maintenance performed by certified technicians specifically trained in power generation.
 - PM customers receive preferred service for unscheduled emergency repairs.
 - Creation of a service record for customer equipment.
 - Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Chloe Wilkins



Sales and Service

JACKSON MS BRANCH
325 NEW HIGHWAY 49 SOUTH
RICHLAND, MS 39218 9439
Phone: 601-939-1800

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
JUSTIN LAPLANT PO BOX 217 Ridgeland, MS 39157	Contact: Joe Kirchner Phone: 601 790-2047 Fax: 601 856-7819 Cust Id: 223073	Quote Date: 31-MAY-24 Quote Expires: 31-MAY-25 Quote Num: 225581 Quoted By: Chloe Wilkins Quote Term: 1 Year(s)

Site Information

1	RIDGELAND CITY HALL	100 W SCHOOL ST	RIDGELAND	MS	39157
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Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
------	-------------	--------------	-------	------------	---------------	------

1	CITY HALL GEN ONAN	GEN SET	C100N6	K2100023254	ST
---	--------------------	---------	--------	-------------	----

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	CITY HALL	FULL SERVICE	1	887.76	887.76
	GEN	INSPECTION	1	450.00	450.00

This renewal proposal covers two (2) service visits annually: one (1) Full Maintenance Service, and one (1) Maintenance Inspection. This proposal does not include replacement of batteries, air filters or coolant over two gallons. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows:

Full Service July 2024

Inspection January 2025

This is a one (1) year proposal, running from 01 July 2024 through 30 June 2025, which will be automatically renewed unless cancelled by either party.

This quote is being sent on behalf of:

Chloe Wilkins
PG PEM Territory Manager
Birmingham, AL, Jackson, MS, Mobile, AL
Cell (205) 603-0060
c.wilkins@cummins.com

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

Standard Agreement Amount **\$1,337.76**

Proposal Total **\$1,337.76**

THERE ARE ADDITIONAL CONTRACT TERMS AND
CONDITIONS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATIONS OF



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
JUSTIN LAPLANT PO BOX 217 Ridgeland, MS 39157	Contact: Joe Kirchner Phone: 601 790-2047 Fax: 601 856-7819 Cust Id: 223073	Quote Date: 31-MAY-24 Quote Expires: 31-MAY-25 Quote Num: 225581 Quoted By: Chloe Wilkins Quote Term: 1 Year(s)

WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ('Claims')), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022

Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



October 3, 2024

John Sidney North, Parks Director
City of Ridgeland
Recreation and Parks Department
100 W School Street
Ridgeland, MS 39157

Memo: Mayor and Board of Aldermen To Sign Final Close out Documents For Overhead Net Project

To: Mayor and Board of Aldermen

Request for Mayor to sign final close out documents for the Freedom Ridge Overhead net project.

Regards,

John Sidney North,
Parks Director

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 100 west school street • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Paula W. Tierce, phr - city clerk / human resources director

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



SMITHERS
ENGINEERS + CONSULTANTS

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE: September 30, 2024

PROJECT NUMBER: Freedom Ridge Park Baseball Overhead Net Project

PROJECT NAME: Freedom Ridge Park Baseball Overhead Net Project

CONTRACTOR: Wildstone Construction Services, LLC

☒ This Certification of Substantial Completion applies to *all Work* under the Contract Documents.

☐ This Certification of Substantial Completion *applies to the following specified parts* of the Contract Documents:

The Work to which this Certificate applies has been inspected by authorized representatives of the OWNER, CONTRACTOR and PROFESSIONAL, and found to be substantially complete and is also the date of commencement of applicable warranties required by the Contract Documents, * (except as attached). The Work is hereby declared to be **substantially** complete with the Contract Documents on:

September 16, 2024

Date of Substantial Completion

☐ A "Punch-List" of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the CONTRACTOR within _____ days of the above date of Substantial Completion.

☐ The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

OWNER: _____

CONTRACTOR: _____

☐ * A list of "excepted" Warranty items is attached hereto.

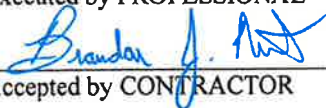
This Certification does not constitute an acceptance of Work NOT in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



Executed by PROFESSIONAL

9/30/24

Date



Accepted by CONTRACTOR

09/30/24

Date

Accepted by OWNER

Date

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

TO OWNER:

(Name and address)

**City of Ridgeland
Recreation and Parks Department
100 W. School Street
Ridgeland, MS 39157**

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

(Name and address)

**Freedom Ridge Park
Baseball Overhead Net Project**

CONTRACT DATED: **7/2/2024**

STATE OF: **Mississippi**
COUNTY OF: **Madison**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: ☒ yes ☐ no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:

(Name and address)

**Wildstone Construction Services, LLC
P.O. Box 1122
Madison, MS 39130**

BY:

Emily Rut

(Signature of authorized representative)

Emily Rut, President

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

March 26, 2027



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AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
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AVENUE, NW, WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed photocopying**
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G706—1994

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☒
SURETY	☐
OTHER	☐

TO OWNER:

City of Ridgeland
Recreation and Parks Department
100 W. School Street
Ridgeland, MS 39157

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

Freedom Ridge Park
Baseball Overhead Net Project

CONTRACT DATED: 7/2/2024

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Wildstone Construction Services, LLC
P.O. Box 1122
Madison, MS 39130

BY:

Emily B Rut

(Signature of authorized representative)

Emily B Rut, President

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

Melissa A. McCoy

My Commission Expires:

March 26, 2027



CAUTION: You should sign an original AIA document that has this caution printed in red. An original document is required for the release of liens. See Instruction Sheet for Limited License for Reproduction of this document.



AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

G706A—1994

CONSENT OF SURETY TO FINAL PAYMENT

ALA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

Bond No. GS52800204

TO OWNER:
(Name and address)

City of Ridgeland, Mississippi
100 W School Street
Ridgeland, MS 39157

PROJECT:
(Name and address)

Freedom Ridge Park Baseball Overhead Net Project

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Freedom Ridge Park Baseball
Overhead Net Project

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

, SURETY,

on bond of
(Insert name and address of Contractor)

Wildstone Construction Services, LLC
P.O. Box 1122
Madison, MS 39130

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Ridgeland, Mississippi
100 W School Street
Ridgeland, MS 39157

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 18, 2024
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal): Peggy Jackson - Witness

The Gray Casualty & Surety Company
(Surety)

Trina Cobb
(Signature of authorized representative)

Trina Cobb, Attorney-in-Fact
(Printed name and title)

Resident Mississippi Agent

Fisher Brown Bottrell, a Marsh & McLennan Agency LLC Company

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS52800204

Principal: Wildstone Construction Services, LLC

Obligee: City of Ridgeland, Mississippi

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Trina Cobb**

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Mangano, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of September, 2024.

Mark S. Mangano

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of September, 2024.

Leigh Anne Henican





September 20, 2024

City of Ridgeland
Recreation and Parks Department
Ridgeland City Hall
100 W. School Street
Ridgeland, MS 39157

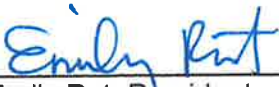
PROJECT: Freedom Ridge Park
Baseball Overhead Net Project

SUBSTANTIAL COMPLETION DATE: October 11, 2024

LABOR AND MATERIAL WARRANTY

Wildstone Construction Services, LLC hereby certifies that all work on the above referenced project has been completed in accordance with the Contract Documents and is not defective. All materials incorporated into the project meets or exceeds specification requirements of the Contract. If any work is found to be defective within one year of the Substantial Completion Date, we will correct it as per the Contract Documents.

Wildstone Construction Services, LLC



Emily Rut, President

Wildstone Construction Services
PO Box 1122
Madison, MS 39130
601-879-7409
www.WildstoneCS.com



100

YEARS OF NETTING BY EDERER

R. F. Ederer Co. Inc.

108 INDUSTRIAL PARK CR. - P.O. BOX 874

OCEAN SPRINGS, MISSISSIPPI 39564

1-228-875-9345 FAX: 1-228-875-9357

RFederer.com

August 31, 2024

10 Year Product Warranty

Wild Stone Construction Services

To: Will Lankin

The Barrier and overhead protection netting that has been installed by our company at Freedom Ridge Park is made from 100% nylon fibers with UV inhibitors incorporated within the fibers.

We do warranty this material for up to a 10-year period. This is not to include product damages due to vandalism or natural disasters such as lightings, tornados and ice storms

Sincerely,

Mark Ederer
President R.F. Ederer Co.
Ryan Mc. Bolton



October 11, 2024
Estimate No Q-28935

8050 McGowin Dr. Fairhope, Alabama 36532
Phone: (251) 928-9917 – Fax: (251) 928-9933

Service Advisor: Tommy Champagne
Phone: (985) 664-4078
Email: tchampagne@sunbeltfire.com

Ridgeland Fire Dept
Address:
456 Town Center Blvd,
Ridgeland MS 39157
Associated Contact: Kipp Eldridge
AC Phone #: (601) 856-7004
AC Email:
kipp.eldridge@ridgelandms.org

Unit #: L-1
Asset: 135580
VIN: 4EN3AAA81A1005580
Engine Hours:
Miles:

Quote Summary

OPERATION	OPERATION DESCRIPTION	LABOR	PARTS	TOTAL
OP-0001	Transport Fee to pick up truck at Station and return once repaired (fuel for return trip is included)	\$921.20	\$0.00	\$921.20

Quote Summary

OPERATION	OPERATION DESCRIPTION	LABOR	PARTS	TOTAL
OP-0002	Replace Hydromotion Swivel and Related Parts	\$11,200.00	\$30,420.99	\$41,620.99

Quote Detail

Product Details for OP-0001			
QTY	DESCRIPTION	UNIT PRICE	TOTAL
6.58	SERVICE LABOR	\$140.00	\$921.20

Product Details for OP-0002			
QTY	DESCRIPTION	UNIT PRICE	TOTAL
80	SERVICE LABOR	\$140.00	\$11,200.00
1	Hydro Swvl	\$22,420.99	\$22,420.99
1	MISC PRODUCTS	\$8,000.00	\$8,000.00

Notes:

Parts: \$30,420.99
Labor: \$12,121.20
Shop: \$727.27
Freight: \$0.00
Fees: \$0.00
Tax: \$0.00
Credit Card Fee: \$0.00
TOTAL: \$43,269.46



October 11, 2024
Estimate No Q-28935

This quote/estimate is valid for 30 days after the date above.

AUTHORIZED BY: _____ Printed Name: _____

DATE: _____

PURCHASE ORDER: _____

Terms and Conditions: *The amount for all repairs work is due on the completion of repairs. A 1.5% monthly late fee will be assessed on all invoices over 60 days past due.*

Disclaimer of Warranties: *The dealership warrants the workmanship on service and repair work to be free from defects for a period of 30 days from the date of completion. This warranty covers labor performed by our certified technicians and extends to the quality of repairs conducted on your apparatus. During the warranty period, if any issues arise due to faulty workmanship, the dealership will, at its discretion, repair or replace the defective parts or correct the deficient workmanship without charge. This warranty does not cover damage resulting from accidents, misuse, negligence, or unauthorized modifications to the vehicle. Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.*

ESTIMATE

Remit To:
EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax:(662) 342-7251



**ESTIMATE
220210**

CUSTOMER NO.
182

BILL TO:

CITY OF RIDGELAND
100 West School Street
PO BOX 217
Ridgeland, MS 39158

SHIP TO:

CITY OF RIDGELAND
100 West School Street
PO BOX 217
Ridgeland, MS 39158

PHONE: 601-856-7113
FAX: 601-856-7819

Visit our website at www.emergencyequipment.us PAGE 1

DATE		SHIP VIA	F.O.B.	TERMS	
09/26/24		OUR TRUCK		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
		09/26/24	HMS BP		220210
QUANTITY	ITEM NUMBER		DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED				
HOURS		MODEL#:	VIN#:		
MILES		SERIAL#:	PUMP#:		
UNIT#		NAME:	TRANS#:		
YEAR:		DATE SOLD:			
2		@MIS	PIN SWIVEL GUIDE HP75/78	1,985.28	3,970.56
1		@MIS	SWIVEL 4 WATER 8 HYD 24 ELECT	30,887.00	30,887.00
1		@MIS	HOSES	2,000.00	2,000.00
1		LAB,C001	CUSTOMER LABOR	20,625.00	20,625.00
1		MIS-SS	SHOP SUPPLIES	250.00	250.00

					57,732.56
E-ONE AERIAL.					
COMMENTS #1: SWIVEL ON E-ONE LADDER UNIT INOP.					
CORRECTION #1: ESTIMATE FOR PARTS AND LABOR FOR REMOVAL, REWIRE, HOSE REPLACEMENT OF AERIAL SWIVEL ASSEMBLE ON E-ONE. SWIVEL IS CURRENTLY AVAILABLE IN STOCK.					
NOTE: FREIGHT CHARGES ARE ESTIMATED. CHARGES ARE SUBJECT TO CHANGE DUE TO INVOICING ON FREIGHT.					
THANK YOU FOR THE OPPORTUNITY TO SERVE YOU.					
Please note: Invoices paid by Credit Card will have a 3% fee added to the Total Quote Amount shown below					
Product Total		Discount	Freight	Taxable Amount	Tax
		Misc. Amt.	QUOTATION TOTAL		

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Remit To:
 EEP
 PO BOX 1739
 Southaven, MS. 38671
 PH: (662) 280-4729
 Fax:(662) 342-7251



**ESTIMATE
 220210**

CUSTOMER NO.
 182

BILL TO:

CITY OF RIDGELAND
 100 West School Street
 PO BOX 217
 Ridgeland, MS 39158

SHIP TO:

CITY OF RIDGELAND
 100 West School Street
 PO BOX 217
 Ridgeland, MS 39158

PHONE: 601-856-7113
 FAX: 601-856-7819

Visit our website at www.emergencyequipment.us PAGE 2

DATE		SHIP VIA	F.O.B.	TERMS			
09/26/24		OUR TRUCK		NET 30 DAYS			
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER		
		09/26/24	HMS BP		220210		
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
REQUIRED	SHIPPED						
Pricing quotes are estimates only. Due to volatility in material cost, pricing, surcharges, etc., orders will not be accepted until pricing is verified from the vendor. Both the purchaser and Emergency Equipment Professionals, Inc. will approve final pricing before the order is finalized. If the supplier to EEP modifies prices after the order has been submitted, the customer will have the right to cancel without penalty.							
Product Total		Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
57,732.56		0.00	300.00	57,732.56	0.00		58,032.56
Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.							

STATE
015050

\$ 168.75

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-00553	A COMPLETE FLAG SOURCE	193584	EAGLE FOR FLAG POLE	I 48054	10/01/2024	50.18
			EAGLE	001-040-540	55.76	
			DISCOUNT	001-040-540	5.58CR	
01-00451	A P W A MS CHAPTER	193585	REGISTRATION	I 202410048986	10/01/2024	250.00
			REGISTRATION	001-201-681	250.00	
01-06793	A T & T	193586	REMITTANCE OF RESTITUTION	I 202410049005	10/03/2024	300.00
			REMITTANCE OF RESTITUTION	001-000-122	300.00	
01-00655	A W W A	193587	MEMBERSHIP RENEWAL	I 7002242867	10/01/2024	412.00
			MEMBERSHIP RENEWAL	400-650-686	412.00	
01-02402	ACCESS CONTROL GROUP	193588	FIRE ALARM MONITORING	I 10144	10/01/2024	864.00
			FIRE ALARM MONITORING	001-092-637	504.00	
			FIRE ALARM MONITORING	001-092-637	360.00	
01-02402	ACCESS CONTROL GROUP	193589	DOOR ACCESS ANNUAL	I 10145	10/01/2024	13,500.00
			DOOR ACCESS ANNUAL	001-020-635	198.51	
			DOOR ACCESS ANNUAL	001-042-635	727.98	
			DOOR ACCESS ANNUAL	001-080-635	66.17	
			DOOR ACCESS ANNUAL	001-100-635	6,022.38	
			DOOR ACCESS ANNUAL	001-160-635	4,234.88	
			DOOR ACCESS ANNUAL	001-180-635	860.34	
			DOOR ACCESS ANNUAL	001-201-635	264.68	
			DOOR ACCESS ANNUAL	001-340-635	727.98	
			DOOR ACCESS ANNUAL	400-650-635	397.08	
01-01350	ADCAMP INC	193590	TONS OF ASPHALT SC-1A	I 43717	8/31/2024	2,444.15
			TONS OF ASPHALT SC-1A	001-201-575	2,444.15	
01-01350	ADCAMP INC	193591	TONS OF ASPHALT SC-1A	I 43752	9/30/2024	2,224.90
			TONS OF ASPHALT SC-1A	001-201-575	2,224.91	
			ROUNDING ADJUSTMENT	001-201-575	0.01CR	
01-01350	ADCAMP INC	193592	TONS OF ASPHALT SC-1A	I 43772	9/30/2024	3,448.11
			TONS OF ASPHALT SC-1A	001-201-575	3,448.12	
			ROUNDING ADJUSTMENT	001-201-575	0.01CR	
01-01350	ADCAMP INC	193593	TONS OF ASPHALT SC-1A	I 43779	9/30/2024	3,969.77
			TONS OF ASPHALT SC-1A	001-201-575	3,969.76	
			ROUNDING ADJUSTMENT	001-201-575	0.01	
01-01350	ADCAMP INC	193594	EAST PARKWAY PLACE	I 43784	9/24/2024	15,824.49
			SC-1A	001-201-603	15,824.49	
01-01350	ADCAMP INC	193595	BOARDWALK BLVD	I 43799	9/30/2024	71,043.68
			MILLING EXIST ASPH	001-201-603	6,000.00	
			SC-1A SURFACE COURSE	001-201-603	61,880.59	
			BASE REPAIR	001-201-603	3,163.09	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01350	ADCAMP INC	193596	FREEDOM RIDGE DRIVE	I 43838	10/02/2024	55,811.64
			MILLING EXISTING ASP	001-201-603	6,659.25	
			SC-1A SURFACE COURSE	001-201-603	49,152.39	
01-01655	ADVANTAGE BUSINESS SYSTEM	193597	LETTER OPENER FD452	I 257952	9/24/2024	2,850.00
			FORMAX FD452	400-650-730	2,850.00	
01-01318	AIRFLO SALES INC	193598	KEY FOR VENT HOOD - CH	I 110240023	9/30/2024	44.00
			KEY	001-092-635	44.00	
01-04417	ALLEN ENGINEERING AND SCI	193599	07-29-24 - 08-25-24 STORMWATER	I 00240967	8/25/2024	1,750.00
			07-29-24 - 08-25-24 STORMWATER	001-201-600	1,750.00	
01-04417	ALLEN ENGINEERING AND SCI	193600	08-26-24 - 09-29-24 STORMWATER	I 00241051	9/29/2024	1,750.00
			08-26-24 - 09-29-24 STORMWATER	001-201-600	1,750.00	
01-01944	ATMOS ENERGY	193601	3013046088: 08-22-24 -09-20-24	I 202410018967	9/20/2024	128.04
			3013046088: 08-22-24 -09-20-24	001-160-630	128.04	
01-01944	ATMOS ENERGY	193602	3013187195: 08-28-24 -09-26-24	I 202410018968	9/26/2024	50.02
			3013187195: 08-28-24 -09-26-24	001-340-630	50.02	
01-01944	ATMOS ENERGY	193603	3015422613: 08-27-24 -09-25-24	I 202410018969	9/25/2024	116.53
			3015422613: 08-27-24 -09-25-24	001-160-630	116.53	
01-01233	AUTOMATED POWER INC	193604	WESTERN WELL INSPECTION	I 51123201.001	10/02/2024	312.00
			WESTERN WELL INSPECTION	400-650-635	312.00	
01-06182	AUSTIN BANEY	193605	CLOTHING ALLOWANCE FY 25	I 202410119138	10/11/2024	825.00
			CLOTHING ALLOWANCE FY 25	001-100-535	825.00	
01-06165	BARNETT'S BODY SHOP	193606	UNIT 407 REPAIR - FORD EXPLORE	I 40532	9/30/2024	4,942.85
			UNIT 407 REPAIR - FORD EXPLORE	001-100-632	4,942.85	
01-06165	BARNETT'S BODY SHOP	193607	P389 BUMPER REPAIR	I 40632	9/25/2024	1,553.09
			BODY LABOR	001-100-632	137.60	
			REF LABOR	001-100-632	387.00	
			MECH LABOR	001-100-632	145.00	
			PARTS	001-100-632	563.49	
			PAINT/MISC	001-100-632	320.00	
01-06784	THOMAS BARNETTE	193608	2GAMES@35.00: 10-01-24	I 202410109104	10/01/2024	70.00
			2GAMES@35.00: 10-01-24	001-340-690	70.00	
01-05948	BENCHMARK ENGINEERING & S	193609	LAKE HARBOUR DR OVERLAY &REPAI	I 25903	9/19/2024	25,000.00
			LAKE HARBOUR DR OVERLAY &REPAI	317-601-600	25,000.00	
01-05948	BENCHMARK ENGINEERING & S	193610	COLE RD SANITARY SEWER	I 25953	9/25/2024	18,000.00
			COLE RD SANITARY SEWER	400-650-603	18,000.00	
01-05948	BENCHMARK ENGINEERING & S	193611	BEDI C-STORE	I 25954	9/25/2024	22,400.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-05948	BENCHMARK ENGINEERING & S	193611	BEDI C-STORE ENGINEERING SERVICES	I 25954 400-650-600	9/25/2024 22,400.00	22,400.00 CONT
01-05948	BENCHMARK ENGINEERING & S	193612	OLD AGENCY RD DITCH IMP SURVEYING SERVICES	I 25955 001-201-600	9/25/2024 9,500.00	9,500.00
01-01614	BRETT BERTUCCI	193613	CLOTHING ALLOWANCE FY 25 CLOTHING ALLOWANCE FY 25	I 202410119137 001-100-535	10/11/2024 825.00	825.00
01-07400	BLURTON BANKS & ASSOC. IN	193614	OAKLEY SQ LOT 2 WTR SEWER 12" ST CASING, BORE 6" WTR MAIN INSTALL 6" C900 PVC WTR MAIN INST 6" TAP SLEV/VAL INST 3-WAY FIRE HYDR 1" SERVICE ASSEMBLY DUCTILE IRON FITTING CON EX SEWER/MH 6" DROP TO MANHOLE 6" SS SERVICE LINE SOLID SOD	I 09.27.2024A 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760	9/27/2024 6,300.00 3,300.00 280.00 2,600.00 525.00 350.00 1,800.00 2,500.00 800.00 360.00 600.00	19,415.00
01-07400	BLURTON BANKS & ASSOC. IN	193615	177 WALTER PAYTON REMOVE PIPE TRACKHOE/OPERATOR BACKHOE/OPERATOR LABORER 10 TON DUMP TRK/DRIV CONCRETE REPAIR	I 09.27.2024AB 001-201-603 001-201-603 001-201-603 001-201-603 001-201-603 001-201-603	9/27/2024 800.00 2,800.00 1,425.00 1,800.00 1,620.00 1,440.00	9,885.00
01-07400	BLURTON BANKS & ASSOC. IN	193616	REPLACE DRIVEWAY & SIDEWA DRIVEWAY LEAF COURT DRIVEWAY OAKMONT SIDEWALK EASTWYCK	I 10.03.2024A 400-650-603 400-650-603 400-650-603	10/03/2024 3,000.00 4,200.00 2,040.00	9,240.00
01-04629	HUNTER BRIDGES	193617	CLOTHING ALLOWANCE FY 25 CLOTHING ALLOWANCE FY 25	I 202410119139 001-100-535	10/11/2024 825.00	825.00
01-01784	PERCY BROOKS	193618	2GAMES@35.00: 10-01-2024 2GAMES@35.00: 10-01-2024	I 202410109103 001-340-690	10/01/2024 70.00	70.00
01-08765	RENEE BUCKNER	193619	ADV TRAV: 10-27-24 - 10-30-24 ADV TRAV: 10-27-24 - 10-30-24	I 202410048985 400-650-610	10/04/2024 543.95	543.95
01-02311	BUFKIN MECHANICAL INC	193620	SERVICE CALLS HVAC SERVICE PLUMBING SERVICE PLUMBING SERVICE HVAC SERVICE	I 80678 001-340-637 001-340-637 001-340-637 001-340-637	9/05/2024 300.00 100.00 200.00 400.00	1,000.00
01-02311	BUFKIN MECHANICAL INC	193621	SERVICE CALLS PLUMBING SERVICE	I 80736 001-340-637	9/18/2024 300.00	428.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02311	BUFKIN MECHANICAL INC	193621	SERVICE CALLS	I 80736	9/18/2024	428.00
			PLUMBING MATERIAL	001-340-637	128.00	CONT
01-02311	BUFKIN MECHANICAL INC	193622	TOILET REPAIR	I 80782	10/01/2024	276.00
			LABOR	001-100-637	200.00	
			MATERIALS	001-100-637	76.00	
01-08825	BUILDING OFFICIALS ASSOC	193623	REGISTRATION	I 202410089044	10/07/2024	250.00
			REGISTRATION	001-180-611	250.00	
01-08860	BULLDOG CONSTRUCTION CO I	193624	BOARDWALK BLVD	I 5888	9/30/2024	83,298.50
			SAWCUTTING	001-201-603	5,852.00	
			CONCRETE C&G L&L	001-201-603	8,658.00	
			CONCRETE SW L&L	001-201-603	9,120.50	
			R&R EXIST C&G	001-201-603	33,768.00	
			R&R EXIST MISC CONCR	001-201-603	25,900.00	
01-08860	BULLDOG CONSTRUCTION CO I	193625	EAST PKWY PLACE	I 5889	9/30/2024	9,945.00
			R&R EXISTING C&G	001-201-603	4,872.00	
			FOARM LEVEL C&G	001-201-603	1,110.00	
			CONCRETE SAWCUTTING	001-201-603	448.00	
			DRAIN STRUC L&L	001-201-603	3,515.00	
01-08860	BULLDOG CONSTRUCTION CO I	193626	ENCLAVE REPAIRS	I 5890	9/30/2024	30,634.50
			R&R EXIST C&G	001-201-603	10,122.00	
			FOAM LEVELING	001-201-603	10,748.50	
			SAWCUTTING	001-201-603	2,464.00	
			ADA RAMPS	001-201-603	4,000.00	
			DRAINAGE STRUCTURE	001-201-603	1,500.00	
			R&R EXIST MISC CONCR	001-201-603	1,800.00	
01-00809	DEE BUNCH	193627	SCHOOL STREET WELL	I 593345	9/30/2024	64,500.00
			VFD IN CONTROL PANEL	400-650-760	58,000.00	
			MATERIALS AND LABOR	400-650-760	6,500.00	
01-05106	C SPIRE BUSINESS SOLUTION	193628	ACCT NO. 0000677122	I 0000677122-93	10/01/2024	5,082.68
			ACCT NO. 0000677122	001-020-604	41.94	
			ACCT NO. 0000677122	001-042-604	153.78	
			ACCT NO. 0000677122	001-080-604	13.98	
			ACCT NO. 0000677122	001-100-604	768.99	
			ACCT NO. 0000677122	001-160-604	818.99	
			ACCT NO. 0000677122	001-180-604	181.74	
			ACCT NO. 0000677122	001-201-604	325.96	
			ACCT NO. 0000677122	001-340-604	423.78	
			ACCT NO. 0000677122	400-650-604	83.82	
			ACCT NO. 0000677122	001-020-605	121.36	
			ACCT NO. 0000677122	001-040-605	204.66	
			ACCT NO. 0000677122	001-092-605	15.18	
			ACCT NO. 0000677122	001-100-605	758.80	
			ACCT NO. 0000677122	001-160-605	374.45	
			ACCT NO. 0000677122	001-180-605	186.88	
			ACCT NO. 0000677122	001-201-605	137.67	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-05106	C SPIRE BUSINESS SOLUTION	193628	ACCT NO. 0000677122	I 0000677122-93	10/01/2024	5,082.68	CONT
			ACCT NO. 0000677122	001-340-605	155.48		
			ACCT NO. 0000677122	001-350-605	142.97		
			ACCT NO. 0000677122	400-650-605	172.25		
01-05106	C SPIRE BUSINESS SOLUTION	193629	APPLECARE IPHONE - C. BRYSON	I C024087150	9/26/2024	149.00	
			APPLECARE IPHONE - C. BRYSON	001-201-605	149.00		
01-03826	C SPIRE WIRELESS	193630	0031656076: 08-23-24 -09-22-24	I 202410028975	9/22/2024	544.58	
			0031656076: 08-23-24 -09-22-24	001-160-605	544.58		
01-03826	C SPIRE WIRELESS	193631	0031603285: 08-23-24 -09-22-24	I 202410028976	9/22/2024	3,066.57	
			0031603285: 08-23-24 -09-22-24	001-100-605	3,066.57		
01-03826	C SPIRE WIRELESS	193632	0031656019: 08-23-24 -09-22-24	I 202410048982	9/22/2024	48.90	
			0031656019: 08-23-24 -09-22-24	001-020-605	48.90		
01-03826	C SPIRE WIRELESS	193633	0031656041: 08-23-24 -09-22-24	I 202410048983	9/22/2024	581.99	
			0031656041: 08-23-24 -09-22-24	001-092-605	22.57		
			0031656041: 08-23-24 -09-22-24	001-042-605	132.28		
			0031656041: 08-23-24 -09-22-24	001-093-605	53.08		
			0031656041: 08-23-24 -09-22-24	001-080-605	49.32		
			0031656041: 08-23-24 -09-22-24	001-020-605	324.74		
01-03826	C SPIRE WIRELESS	193634	0031656148: 08-23-24 -09-22-24	I 202410079008	9/22/2024	1,384.16	
			0031656148: 08-23-24 -09-22-24	001-201-605	739.25		
			0031656148: 08-23-24 -09-22-24	400-650-605	557.35		
			0031656148: 08-23-24 -09-22-24	404-650-605	87.56		
01-03826	C SPIRE WIRELESS	193635	0031656124: 08-23-24 -09-22-24	I 202410089048	9/22/2024	412.10	
			0031656124: 08-23-24 -09-22-24	001-180-605	412.10		
01-06789	C. RYAN BURNS ATTORNEY AT	193636	SEIZURE CASE 2024001372	I 202410038981	10/03/2024	10,985.00	
			SEIZURE CASE 2024001372	001-000-154	10,985.00		
01-03297	C.C. LYNCH & ASSOCIATES I	193637	FLOW SENSOR	I 241967	9/25/2024	29,849.00	
			360 FLOW SENSOR	404-650-730	11,677.00		
			350 VELOCITY SENSOR	404-650-730	9,388.00		
			BASE STATION SYSTEM	404-650-730	3,420.00		
			KEYPAD	404-650-730	4,580.00		
			SHIPPING	404-650-730	784.00		
01-05777	CANTON SANITARY LANDFILL	193638	DEER DISPOSAL	I 00212854	9/25/2024	46.02	
			INERT MATERIAL	001-100-682	40.00		
			ENV. FEE	001-100-682	5.00		
			FUEL CHARGE	001-100-682	1.00		
			STATE FEE	001-100-682	0.02		
01-05777	CANTON SANITARY LANDFILL	193639	FD - DISPOSAL	I 00212939	9/27/2024	46.28	
			DISPOAL	001-160-540	40.00		
			FEE	001-160-540	6.28		

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01441	CAPITOL TOWING INC	193640	TOW FEES TOW FEES	I 14696 400-650-632	7/29/2024 55.00	55.00
01-01441	CAPITOL TOWING INC	193641	TOW FEE TOW FEE	I 14888 001-100-632	9/30/2024 55.00	55.00
01-01441	CAPITOL TOWING INC	193642	TOW FEES P375 TOW FEE	I 15319 001-100-632	9/25/2024 85.00	85.00
01-01441	CAPITOL TOWING INC	193643	TOW FEES CID TOW	I 15320 001-100-632	9/26/2024 75.00	75.00
01-01441	CAPITOL TOWING INC	193644	TOW FEES TOW FEES	I 15322 001-100-632	9/30/2024 75.00	75.00
01-01441	CAPITOL TOWING INC	193645	TOW FEES CID TOW 2024012758	I 15325 001-100-632	9/28/2024 75.00	75.00
01-01441	CAPITOL TOWING INC	193646	TOW FEE ARREST TOW FEE	I 15336 001-100-632	10/06/2024 75.00	75.00
01-11050	CAR CARE CLINIC INC	193647	TIRE REPAIR / OIL CHANGE TIRE REPAIR P408	I 0083569 001-100-632	9/17/2024 15.00	15.00
01-11050	CAR CARE CLINIC INC	193648	TIRE REPAIR / OIL CHANGE P401 OIL CHANGE FLEET DISCOUNT	I 0083595 001-100-632 001-100-632	9/18/2024 102.49 10.24CR	92.25
01-11050	CAR CARE CLINIC INC	193649	OIL CHANGE 411/P348 TIRES TIRE PATCH P375	I 0083701 001-100-632	9/24/2024 15.00	15.00
01-11050	CAR CARE CLINIC INC	193650	OIL CHANGE 411/P348 TIRES M&B P348 TIRES	I 0083707 001-100-632	9/24/2024 72.00	72.00
01-11050	CAR CARE CLINIC INC	193651	OIL CHANGE 411/P348 TIRES OIL CHANGE-P411 FLEETN DISCOUNT	I 0083714 001-100-632 001-100-632	9/24/2024 102.49 10.24CR	92.25
01-11050	CAR CARE CLINIC INC	193652	OIL CHANGE 411/P348 TIRES VALVE STEM REPLACED	I 0083715 001-100-632	9/24/2024 30.00	30.00
01-11050	CAR CARE CLINIC INC	193653	TIRE REPAIR TIRE REPAIR	I 0083757 001-100-632	9/26/2024 15.00	15.00
01-11050	CAR CARE CLINIC INC	193654	TIRE REPAIR TIRE REPAIR	I 0083779 001-100-632	9/26/2024 15.00	15.00
01-11050	CAR CARE CLINIC INC	193655	P390M&B TIRES P390M&B TIRES	I 0083846 001-100-632	9/30/2024 72.00	72.00
01-02764	CENTRAL MISSISSIPPI CRIME	193656	SEPTEMBER 2024	I 202410079041	9/30/2024	214.93

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02764	CENTRAL MISSISSIPPI CRIME	193656	SEPTEMBER 2024 SEPTEMBER 2024	I 202410079041 001-000-330	9/30/2024 214.93	214.93 CONT
01-11950	CENTRAL MS PLANNING & DEV	193657	2025 DISTRICT ASSESSMENTS 2025 DISTRICT ASSESSMENTS	I 5377 001-020-686	10/01/2024 9,111.00	9,111.00
01-12050	CENTRAL PIPE SUPPLY INC	193658	3/4 METER BOX W/READER HO 3/4 METER BOX W/READER HO	I S100387580.001 467-650-760	9/18/2024 2,904.00	2,904.00
01-12050	CENTRAL PIPE SUPPLY INC	193659	3/4 METER BOX W/READER HO 3/4 COMP TO 3/4 CURB 3/4X3/4X1 BRASS TEE 3/4 AQUALOK COUPLING	I S100387746.001 400-650-575 400-650-575 400-650-575	9/19/2024 912.60 506.88 351.00	1,770.48
01-12050	CENTRAL PIPE SUPPLY INC	193660	3/4FMIP TO 3/4 COMPRESSION 3/4FMIP TO 3/4 COMPRESSION 3/4" GALV. COUPLING 2"X6" REPAIR CLAMP 3/4" PVC MALE ADAPTE 3/4" PVC FEMALE ADAP	I S100387904.001 400-650-575 400-650-575 400-650-575 400-650-575 400-650-575	9/20/2024 177.50 129.50 157.86 21.25 30.25	516.36
01-12050	CENTRAL PIPE SUPPLY INC	193661	3/4FMIP TO 3/4 COMPRESSION 12"X4" TAP SLEEVE	I S100388153.001 400-650-760	9/23/2024 1,146.40	1,146.40
01-12050	CENTRAL PIPE SUPPLY INC	193662	WATER METER CHANGE OUT 4" 150# FLANG PK 1/8 DI UNIFLANG ADAP 4" PIPE DI S/J PRES 4" CS ALL THREAD 3/4" R CS MACHINE NUT 3/4" CS FT WASH PLAT 3/4" M&H FLANG GV "OL" 4"	I S100388342.001 467-650-760 467-650-760 467-650-760 467-650-760 467-650-760 467-650-760 467-650-760	9/24/2024 66.00 251.40 628.92 58.00 3.84 5.12 754.00	1,767.28
01-12050	CENTRAL PIPE SUPPLY INC	193663	3/4FMIP TO 3/4 COMPRESSION 1" MALE IP TO 1" COM 2" GALV. DRESSER COU 3/4" AQUALOCK COUP 1" AQUALOCK COUP 2" WHEEL VALVE 3/4" WHEEL VALVE 1" WHEEL VALVE 1" COMP TO 1" CURB S 3/4"COMP TO 1"CURB S 2"X3/4" BRASS BUSHIN 2"X1" BRASS BUSHING 1" PVC INSERT 3" FL. FULL FACE KI	I S100388415.001 400-650-575 400-650-575 400-650-575 400-650-575 400-650-575 400-650-575 400-650-575 400-650-575 400-650-575 400-650-575 400-650-575 400-650-575 467-650-760	9/25/2024 200.00 267.00 175.50 256.50 62.90 38.36 57.48 746.40 817.56 180.90 180.90 96.00 89.04	3,168.54
01-12050	CENTRAL PIPE SUPPLY INC	193664	2"X3/4" TAP SADDLE 2"X3/4" TAP SADDLE 2"X12.5 REPAIR CLAMP	I S100388880.001 400-650-575 400-650-575	10/01/2024 106.83 413.55	520.38

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	193665	PAYER #14850389 PAYER #14850389	I 07099682 400-650-540	10/02/2024 34.86	34.86
01-13025	CINTAS CORPORATION LOC #2	193666	PAYER #14849134 PAYER #14849134	I 07099889 001-201-535	10/02/2024 182.21	182.21
01-13025	CINTAS CORPORATION LOC #2	193667	PAYER #14849134 PAYER #14849134 PAYER #14849134	I 07099921 400-650-535 404-650-535	10/02/2024 182.57 23.33	205.90
01-13025	CINTAS CORPORATION LOC #2	193668	PAYER #14850389 PAYER #14850389	I 07799305 400-650-540	10/09/2024 34.86	34.86
01-13025	CINTAS CORPORATION LOC #2	193669	PAYER #14849134 PAYER #14849134 PAYER #14849134	I 07799471 400-650-535 404-650-535	10/09/2024 182.57 23.33	205.90
01-13025	CINTAS CORPORATION LOC #2	193670	PAYER #14849134 PAYER #14849134	I 07799565 001-201-535	10/09/2024 182.21	182.21
01-05030	COREY CLARK	193671	CLOTHING ALLOWANCE FY 25 CLOTHING ALLOWANCE FY 25	I 202410119136 001-100-535	10/11/2024 825.00	825.00
01-05507	VIRGINIA LEE COCKE	193672	OVT0BER 7, 2024 MEETING OVT0BER 7, 2024 MEETING	I 100724 001-550-599	10/07/2024 50.00	50.00
01-06553	TONDIA COLLIER	193673	2GAMES@35.00: 10-01-24 2GAMES@35.00: 10-01-24	I 202410109106 001-340-690	10/01/2024 70.00	70.00
01-02440	COMCAST CABLE	193674	8396410530214796: 09-29 -10-28 8396410530214796: 09-29 -10-28	I 202410089050 001-160-604	10/01/2024 142.34	142.34
01-02440	COMCAST CABLE	193675	8396410530116512: 10-04 -11-03 8396410530116512: 10-04 -11-03	I 202410109097 001-100-604	10/01/2024 31.50	31.50
01-15000	CONSOLIDATED PIPE & SUPPL	193676	1"X6" BRASS NIPPLE 1"X6" BRASS NIPPLE	I MS0045739 400-650-575	9/25/2024 64.75	64.75
01-15250	CONTROL SYSTEMS INC	193677	WESTERN WATER WELL INSTALL RTU101D	I 63406 400-650-603	9/30/2024 4,000.00	4,000.00
01-05307	CORE & MAIN LP	193678	1" METER CONNECTOR 1" METER CONNECTOR	I V673170 400-650-575	9/27/2024 218.75	218.75
01-04106	COVERTTRACK GROUP INC	193679	CID TRACKING RENEWAL TRACKING SERVICES	I INVCT012950 001-100-635	10/01/2024 600.00	600.00
01-16500	CUSTOM PRODUCTS CORP	193680	MAST-O-BRACKET 16" CLAMP MAST-O-BRACKET 16" CLAMP FREIGHT	I INV15257 001-201-585 001-201-585	9/25/2024 4,950.00 400.00	5,350.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-16500	CUSTOM PRODUCTS CORP	193681	LIBRARY PARKING ONLY	I INV15263	9/25/2024	99.66
			LIBRARY PARKING ONLY	001-201-585	99.66	
01-16500	CUSTOM PRODUCTS CORP	193682	LIBRARY PARKING ONLY	I INV15434	9/27/2024	1,988.86
			DEC STREET NAME SIGN	001-201-585	1,242.09	
			SINGLE BRACKET	001-201-585	350.84	
			DB ARM POST ASSMBY	001-201-585	395.93	
01-16500	CUSTOM PRODUCTS CORP	193683	MAST-O-BRACKET 16" CLAMP	I INV15512	9/30/2024	2,015.00
			MAST-O-BRACKET 16" CLAMP	001-201-585	1,815.00	
			SHIPPING	001-201-585	200.00	
01-02613	DATAPROSE LLC	193684	09-01-24 - 09-30-24 BILLING	I DP2404494	9/30/2024	4,351.56
			09-01-24 - 09-30-24 BILLING	400-650-604	4,351.56	
01-06116	JAMES DAVIS	193685	2GAMES@35.00: 10-01-24	I 202410109107	10/01/2024	70.00
			2GAMES@35.00: 10-01-24	001-340-690	70.00	
01-05861	HARRY DAY	193686	IRON STATUE	I 2024G	9/11/2024	250.00
			METAL STATUE	001-550-599	250.00	
01-18050	DELL MARKETING L.P.	193687	SOLARWINDS RENEWAL	I 10774650131	10/01/2024	776.97
			SOLARWINDS RENEWAL	001-042-635	776.97	
01-03638	DELTA DENTAL INSURANCE CO	193688	25-1536700000: OCT 2024	I BE006257402	10/01/2024	11,927.94
			25-1536700000: OCT 2024	001-010-480	273.51	
			25-1536700000: OCT 2024	001-020-480	273.51	
			25-1536700000: OCT 2024	001-040-480	243.12	
			25-1536700000: OCT 2024	001-040-480	30.39	
			25-1536700000: OCT 2024	001-040-480	30.39	
			25-1536700000: OCT 2024	001-092-480	30.39	
			25-1536700000: OCT 2024	001-100-480	2,127.30	
			25-1536700000: OCT 2024	001-100-480	30.39	
			25-1536700000: OCT 2024	001-160-480	1,762.62	
			25-1536700000: OCT 2024	001-180-480	334.29	
			25-1536700000: OCT 2024	001-201-480	820.53	
			25-1536700000: OCT 2024	001-340-480	425.46	
			25-1536700000: OCT 2024	005-101-480	30.39	
			25-1536700000: OCT 2024	400-650-480	698.97	
			25-1536700000: OCT 2024	404-650-480	60.78	
			25-1536700000: OCT 2024	001-000-170	4,289.27	
			25-1536700000: OCT 2024	005-000-170	0.00	
			25-1536700000: OCT 2024	400-000-170	394.46	
			25-1536700000: OCT 2024	404-000-170	72.17	
01-18150	DELTA MUFFLER & AUTO REPA	193689	FRONT END WORK	I 3225	9/24/2024	250.00
			FRONT END WORK	001-100-632	250.00	
01-18150	DELTA MUFFLER & AUTO REPA	193690	P350 P335 REPAIRS	I 3231	9/26/2024	145.00
			BALANCE 4 TIRES	001-100-632	20.00	
			BRAKE REPAIR LABOR	001-100-632	125.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-18150	DELTA MUFFLER & AUTO REPA	193691	P350 P335 REPAIRS ENGINE/TRANS LABOR M&B 3 TIRES P350	I 3233 001-100-632 001-100-632	9/27/2024 475.00 15.00	490.00
01-18150	DELTA MUFFLER & AUTO REPA	193692	P321 TROUBLESHOOT LABOR P321	I 3236 001-100-632	10/03/2024 250.00	250.00
01-01993	DEVINEY RENTAL AND SUPPLY	193693	LIFT ARM LIFT ARM FREIGHT	I IV19756 001-201-635 001-201-635	10/03/2024 550.66 12.95	563.61
01-19150	DIVE RESCUE INTERNATIONAL	193694	FD-RECERTIFICATION DIVE RECERT-BURT DIVE RECERT-LUCKETT DIVE RECERT-STOKES DIVE RECERT-WEST DIVE RECERT-WILBOURN DIVE RECERT-WOODSON DIVE RECERT-DORR DIVE RECERT-IRWIN DIVE RECERT-JACKSON	I INV197021 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-681 001-160-681 001-160-681	9/21/2024 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00	180.00
01-19150	DIVE RESCUE INTERNATIONAL	193695	FD- TRAINING SUPPLIES DIVE RESCUE DRY SUIT DIVING SURFACE SUPPLIED AIR WATER OPERATION OFFI FREIGHT	I INV197121 001-160-681 001-160-681 001-160-681 001-160-681 001-160-681	9/30/2024 650.00 200.00 320.00 400.00 45.35	1,615.35
01-03711	EMERGENCY EQUIPMENT PROFE	193696	FD- COMPRESSOR SRV COMPRESSOR SERVICE FILTER FILTER FITS 65X FILTER FITS 65-CAC OIL ANALYTICAL AIR ANALY SCOTT NOZZLE O RING X3 GUAGE LINE ASSY SERVICE LABOR MILEAGE	I 506679 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635	9/12/2024 440.00 167.00 135.00 155.00 80.00 290.00 11.70 254.00 135.00 75.00	1,742.70
01-03711	EMERGENCY EQUIPMENT PROFE	193697	FD - REPAIR FD - REPAIR	I 507259 001-160-632	9/30/2024 2,537.88	2,537.88
01-21500	ENTERGY	193698	14870943 14870943 14870943	I 202410109099 001-160-630 400-650-630	10/03/2024 1,015.04 38,686.88	39,701.92
01-21500	ENTERGY	193699	14870935 14870935	I 202410109108 001-000-016	10/02/2024 1,199.23	1,199.23

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21500	ENTERGY	193700	14870968	I 202410109109	10/02/2024	45.91
			14870968	001-160-630	45.91	
01-21500	ENTERGY	193701	14870976	I 202410109110	10/02/2024	31,298.37
			14870976	001-201-684	31,298.37	
01-21500	ENTERGY	193702	14870984	I 202410109111	10/02/2024	3,446.44
			14870984	001-160-630	2,216.07	
			14870984	001-201-630	71.56	
			14870984	001-092-630	0.00	
			14870984	001-350-630	1,158.81	
01-21500	ENTERGY	193703	14870992	I 202410109112	10/02/2024	3,940.86
			14870992	001-340-630	3,940.86	
01-21506	ENTERGY	193704	164979585: 08-26-24 - 09-25-24	I 202410038978	9/27/2024	58.70
			164979585: 08-26-24 - 09-25-24	001-160-630	58.70	
01-21506	ENTERGY	193705	148884430: 08-26-24 - 09-25-24	I 202410048989	9/27/2024	933.74
			148884430: 08-26-24 - 09-25-24	001-201-684	933.74	
01-21506	ENTERGY	193706	105612568: 08-26-24 - 09-25-24	I 202410048990	9/27/2024	229.92
			105612568: 08-26-24 - 09-25-24	001-201-684	229.92	
01-21506	ENTERGY	193707	105612600: 08-26-24 - 09-25-24	I 202410048991	9/27/2024	309.93
			105612600: 08-26-24 - 09-25-24	001-201-684	309.93	
01-21506	ENTERGY	193708	167495597: 08-26-24 - 09-25-24	I 202410048992	9/27/2024	149.48
			167495597: 08-26-24 - 09-25-24	001-201-684	149.48	
01-21506	ENTERGY	193709	167495605: 08-26-24 - 09-25-24	I 202410048993	9/27/2024	161.77
			167495605: 08-26-24 - 09-25-24	001-201-684	161.77	
01-21506	ENTERGY	193710	67890079: 08-26-24 - 09-25-24	I 202410048994	9/27/2024	93.16
			67890079: 08-26-24 - 09-25-24	001-201-684	93.16	
01-21506	ENTERGY	193711	44930162: 08-26-24 - 09-25-24	I 202410048995	9/27/2024	84.90
			44930162: 08-26-24 - 09-25-24	001-201-684	84.90	
01-21506	ENTERGY	193712	123466740: 08-26-24 - 09-25-24	I 202410048996	9/27/2024	141.75
			123466740: 08-26-24 - 09-25-24	001-201-684	141.75	
01-21506	ENTERGY	193713	123466989: 08-26-24 - 09-25-24	I 202410048997	9/27/2024	57.01
			123466989: 08-26-24 - 09-25-24	001-201-684	57.01	
01-21506	ENTERGY	193714	128655347: 08-26-24 - 09-25-24	I 202410048998	9/27/2024	215.49
			128655347: 08-26-24 - 09-25-24	001-201-684	215.49	
01-21506	ENTERGY	193715	123469033: 08-26-24 - 09-25-24	I 202410048999	9/27/2024	84.76
			123469033: 08-26-24 - 09-25-24	001-201-684	84.76	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21506	ENTERGY	193716	82141797: 08-26-24 - 09-25-24 I	202410049000	9/27/2024	144.98
			82141797: 08-26-24 - 09-25-24	001-201-684	144.98	
01-21506	ENTERGY	193717	154178826: 08-27-24 - 09-26-24 I	202410079009	9/30/2024	126.36
			154178826: 08-27-24 - 09-26-24	001-201-684	126.36	
01-21506	ENTERGY	193718	123468100: 08-27-24 - 09-26-24 I	202410079010	9/30/2024	85.31
			123468100: 08-27-24 - 09-26-24	001-201-684	85.31	
01-21506	ENTERGY	193719	123468233: 08-27-24 - 09-26-24 I	202410079011	9/30/2024	73.41
			123468233: 08-27-24 - 09-26-24	001-201-684	73.41	
01-21506	ENTERGY	193720	123468522: 08-27-24 - 09-26-24 I	202410079012	9/30/2024	74.94
			123468522: 08-27-24 - 09-26-24	001-201-684	74.94	
01-21506	ENTERGY	193721	148884364: 08-24-24 - 09-24-24 I	202410079013	9/30/2024	2,455.23
			148884364: 08-24-24 - 09-24-24	001-201-684	2,455.23	
01-21506	ENTERGY	193722	17717240: 08-27-24 - 09-26-24 I	202410079014	9/30/2024	484.77
			17717240: 08-27-24 - 09-26-24	001-201-630	484.77	
01-21506	ENTERGY	193723	125345504: 08-27-24 - 09-26-24 I	202410079015	9/30/2024	100.74
			125345504: 08-27-24 - 09-26-24	001-201-684	100.74	
01-21506	ENTERGY	193724	125336933: 08-27-24 - 09-26-24 I	202410079016	9/30/2024	140.38
			125336933: 08-27-24 - 09-26-24	001-201-684	140.38	
01-21506	ENTERGY	193725	125345488: 08-27-24 - 09-26-24 I	202410079017	9/30/2024	99.87
			125345488: 08-27-24 - 09-26-24	001-201-684	99.87	
01-21506	ENTERGY	193726	86654423: 08-27-24 - 09-26-24 I	202410079018	9/30/2024	114.73
			86654423: 08-27-24 - 09-26-24	400-650-630	114.73	
01-21506	ENTERGY	193727	125164566: 08-27-24 - 09-26-24 I	202410079019	9/30/2024	135.48
			125164566: 08-27-24 - 09-26-24	001-201-684	135.48	
01-21506	ENTERGY	193728	78293693: 08-27-24 - 09-26-24 I	202410079020	9/30/2024	85.72
			78293693: 08-27-24 - 09-26-24	001-201-684	85.72	
01-21506	ENTERGY	193729	100962703: 08-27-24 - 09-26-24 I	202410079021	9/30/2024	58.14
			100962703: 08-27-24 - 09-26-24	400-650-630	58.14	
01-21506	ENTERGY	193730	170074470: 08-27-24 - 09-26-24 I	202410079022	9/30/2024	534.11
			170074470: 08-27-24 - 09-26-24	001-201-684	534.11	
01-21506	ENTERGY	193731	170074520: 08-27-24 - 09-26-24 I	202410079023	9/30/2024	143.44
			170074520: 08-27-24 - 09-26-24	001-201-684	143.44	
01-21506	ENTERGY	193732	47143144: 08-27-24 - 09-26-24 I	202410079024	9/30/2024	106.47
			47143144: 08-27-24 - 09-26-24	400-650-630	106.47	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21506	ENTERGY	193733	101379923: 08-27-24 - 09-26-24 I 101379923: 08-27-24 - 09-26-24	202410079025 001-201-684	9/30/2024 66.55	66.55
01-21506	ENTERGY	193734	114576762: 08-27-24 - 09-26-24 I 114576762: 08-27-24 - 09-26-24	202410079026 001-201-684	9/30/2024 120.48	120.48
01-21506	ENTERGY	193735	17002775: 08-27-24 - 09-26-24 I 17002775: 08-27-24 - 09-26-24	202410079027 400-650-630	9/30/2024 22.29	22.29
01-21506	ENTERGY	193736	74592593: 08-27-24 - 09-26-24 I 74592593: 08-27-24 - 09-26-24	202410079028 001-201-630	9/30/2024 183.36	183.36
01-21506	ENTERGY	193737	74592635: 08-27-24 - 09-26-24 I 74592635: 08-27-24 - 09-26-24	202410079029 400-650-630	9/30/2024 185.16	185.16
01-21506	ENTERGY	193738	75485649: 08-24-24 - 09-24-24 I 75485649: 08-24-24 - 09-24-24	202410079030 001-201-684	9/30/2024 11.31	11.31
01-21506	ENTERGY	193739	47143193: 08-27-24 - 09-26-24 I 47143193: 08-27-24 - 09-26-24	202410079031 400-650-630	9/30/2024 74.81	74.81
01-21506	ENTERGY	193740	64589617: 08-27-24 - 09-26-24 I 64589617: 08-27-24 - 09-26-24	202410079032 001-340-630	9/30/2024 73.97	73.97
01-21506	ENTERGY	193741	194843454: 08-27-24 - 09-26-24 I 194843454: 08-27-24 - 09-26-24	202410079033 001-100-630	9/30/2024 67.07	67.07
01-21506	ENTERGY	193742	69877819: 08-27-24 - 09-26-24 I 69877819: 08-27-24 - 09-26-24	202410079034 001-340-630	9/30/2024 57.01	57.01
01-21506	ENTERGY	193743	69877793: 08-27-24 - 09-26-24 I 69877793: 08-27-24 - 09-26-24	202410079035 001-340-630	9/30/2024 57.58	57.58
01-21506	ENTERGY	193744	69877777: 08-27-24 - 09-26-24 I 69877777: 08-27-24 - 09-26-24	202410079036 001-340-630	9/30/2024 57.01	57.01
01-21506	ENTERGY	193745	169707072: 08-27-24 - 09-26-24 I 169707072: 08-27-24 - 09-26-24	202410079037 001-092-630	9/30/2024 4,097.36	4,097.36
01-21506	ENTERGY	193746	15484330: 08-27-24 - 09-26-24 I 15484330: 08-27-24 - 09-26-24	202410079038 001-100-630	9/30/2024 6,963.69	6,963.69
01-21506	ENTERGY	193747	119515120: 08-24-24 - 09-24-24 I 119515120: 08-24-24 - 09-24-24	202410079039 001-340-630	9/30/2024 60.11	60.11
01-21506	ENTERGY	193748	64589682: 08-27-24 - 09-26-24 I 64589682: 08-27-24 - 09-26-24	202410079040 001-340-630	9/30/2024 57.01	57.01
01-21506	ENTERGY	193749	97289623: 08-29-24 - 09-30-24 I 97289623: 08-29-24 - 09-30-24	202410089046 001-160-630	10/02/2024 39.16	39.16

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21506	ENTERGY	193750	132314451: 08-28-24 - 09-27-24 I 132314451: 08-28-24 - 09-27-24	202410089049 400-650-630	9/30/2024 5,307.24	5,307.24
01-21506	ENTERGY	193751	77345429: 08-29-24 -09-30-24 I 77345429: 08-29-24 -09-30-24	202410099051 001-201-684	9/30/2024 133.99	133.99
01-21506	ENTERGY	193752	125337451: 08-30-24 - 10-01-24 I 125337451: 08-30-24 - 10-01-24	202410099052 001-201-684	9/30/2024 96.65	96.65
01-21506	ENTERGY	193753	125337436: 08-29-24 - 09-30-24 I 125337436: 08-29-24 - 09-30-24	202410099053 001-201-684	9/30/2024 119.74	119.74
01-21506	ENTERGY	193754	65003816: 08-29-24 - 09-30-24 I 65003816: 08-29-24 - 09-30-24	202410099054 001-201-684	9/30/2024 106.56	106.56
01-21506	ENTERGY	193755	67111021: 08-29-24 - 09-30-24 I 67111021: 08-29-24 - 09-30-24	202410099055 001-201-684	9/30/2024 56.62	56.62
01-21506	ENTERGY	193756	112618996: 08-30-24 - 10-01-24 I 112618996: 08-30-24 - 10-01-24	202410099056 001-201-684	9/30/2024 125.85	125.85
01-21506	ENTERGY	193757	112619010: 08-30-24 - 10-01-24 I 112619010: 08-30-24 - 10-01-24	202410099057 001-201-684	9/30/2024 127.35	127.35
01-21506	ENTERGY	193758	168311660: 08-30-24 - 10-01-24 I 168311660: 08-30-24 - 10-01-24	202410099058 400-650-630	9/30/2024 71.02	71.02
01-21506	ENTERGY	193759	97880801: 08-30-24 - 10-01-24 I 97880801: 08-30-24 - 10-01-24	202410099059 001-201-684	9/30/2024 117.96	117.96
01-21506	ENTERGY	193760	64563828: 08-30-24 - 10-01-24 I 64563828: 08-30-24 - 10-01-24	202410099060 001-201-684	9/30/2024 104.69	104.69
01-21506	ENTERGY	193761	183883693: 08-30-24 - 10-01-24 I 183883693: 08-30-24 - 10-01-24	202410099061 400-650-630	9/30/2024 65.33	65.33
01-21506	ENTERGY	193762	68325224: 08-29-24 - 09-30-24 I 68325224: 08-29-24 - 09-30-24	202410099062 001-201-684	9/30/2024 55.52	55.52
01-21506	ENTERGY	193763	125333245: 08-30-24 - 10-01-24 I 125333245: 08-30-24 - 10-01-24	202410099063 001-201-684	9/30/2024 96.54	96.54
01-21506	ENTERGY	193764	125333369: 08-30-24 - 10-01-24 I 125333369: 08-30-24 - 10-01-24	202410099064 001-201-684	9/30/2024 71.85	71.85
01-21506	ENTERGY	193765	125333385: 08-30-24 - 10-01-24 I 125333385: 08-30-24 - 10-01-24	202410099065 001-201-684	9/30/2024 67.63	67.63
01-21506	ENTERGY	193766	125337220: 08-30-24 - 10-01-24 I 125337220: 08-30-24 - 10-01-24	202410099066 001-201-684	9/30/2024 130.47	130.47

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21506	ENTERGY	193767	114576796: 08-29-24 - 09-30-24 I 114576796: 08-29-24 - 09-30-24	202410099067 001-201-684	9/30/2024 118.65	118.65
01-21506	ENTERGY	193768	114576804: 08-29-24 - 09-30-24 I 114576804: 08-29-24 - 09-30-24	202410099068 001-201-684	9/30/2024 105.63	105.63
01-21506	ENTERGY	193769	73076234: 08-29-24 - 09-30-24 I 73076234: 08-29-24 - 09-30-24	202410099069 001-201-684	9/30/2024 109.95	109.95
01-21506	ENTERGY	193770	73076317: 08-29-24 - 09-30-24 I 73076317: 08-29-24 - 09-30-24	202410099070 001-201-684	9/30/2024 123.39	123.39
01-21506	ENTERGY	193771	106735830: 08-29-24 - 09-30-24 I 106735830: 08-29-24 - 09-30-24	202410099071 001-201-684	9/30/2024 68.83	68.83
01-21506	ENTERGY	193772	114576812: 08-30-24 - 10-01-24 I 114576812: 08-30-24 - 10-01-24	202410099072 001-201-684	9/30/2024 120.03	120.03
01-21506	ENTERGY	193773	114576788: 08-30-24 - 10-01-24 I 114576788: 08-30-24 - 10-01-24	202410099073 001-201-684	9/30/2024 113.08	113.08
01-21506	ENTERGY	193774	100962695: 08-28-24 - 09-27-24 I 100962695: 08-28-24 - 09-27-24	202410099074 400-650-630	9/30/2024 57.29	57.29
01-21506	ENTERGY	193775	170074512: 08-28-24 - 09-27-24 I 170074512: 08-28-24 - 09-27-24	202410099075 001-201-684	9/30/2024 115.30	115.30
01-21506	ENTERGY	193776	170073621: 08-28-24 - 09-27-24 I 170073621: 08-28-24 - 09-27-24	202410099076 001-201-684	9/30/2024 221.96	221.96
01-21506	ENTERGY	193777	86296498: 08-28-24 - 09-27-24 I 86296498: 08-28-24 - 09-27-24	202410099077 400-650-630	9/30/2024 24.05	24.05
01-21506	ENTERGY	193778	100962737: 08-26-24 - 09-25-24 I 100962737: 08-26-24 - 09-25-24	202410099078 400-650-630	9/30/2024 58.14	58.14
01-21506	ENTERGY	193779	123467862: 08-26-24 - 09-25-24 I 123467862: 08-26-24 - 09-25-24	202410099079 001-201-684	9/30/2024 140.24	140.24
01-21506	ENTERGY	193780	86018090: 08-28-24 - 09-27-24 I 86018090: 08-28-24 - 09-27-24	202410099080 400-650-630	9/30/2024 2,548.18	2,548.18
01-21506	ENTERGY	193781	171195449: 08-29-24 - 09-30-24 I 171195449: 08-29-24 - 09-30-24	202410099081 001-160-630	9/30/2024 39.23	39.23
01-21506	ENTERGY	193782	165860172: 08-30-24 - 10-01-24 I 165860172: 08-30-24 - 10-01-24	202410099082 001-100-630	9/30/2024 59.87	59.87
01-21506	ENTERGY	193783	51277291: 08-28-24 - 09-27-24 I 51277291: 08-28-24 - 09-27-24	202410099083 001-160-630	9/30/2024 1,427.57	1,427.57

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21506	ENTERGY	193784	17853490: 08-27-24 - 09-26-24	I 202410099084	9/30/2024	2,567.48
			17853490: 08-27-24 - 09-26-24	001-340-630	2,567.48	
01-21506	ENTERGY	193785	157107822: 09-03-24 - 10-02-24	I 202410109087	9/30/2024	150.13
			157107822: 09-03-24 - 10-02-24	001-201-684	150.13	
01-21506	ENTERGY	193786	95283941: 09-03-24 - 10-02-24	I 202410109088	9/30/2024	110.51
			95283941: 09-03-24 - 10-02-24	001-201-684	110.51	
01-21506	ENTERGY	193787	67890202: 09-03-24 - 10-02-24	I 202410109089	9/30/2024	128.98
			67890202: 09-03-24 - 10-02-24	001-201-684	128.98	
01-21506	ENTERGY	193788	77233922: 09-03-24 - 10-02-24	I 202410109090	9/30/2024	55.52
			77233922: 09-03-24 - 10-02-24	001-201-630	55.52	
01-21506	ENTERGY	193789	170074496: 09-03-24 - 10-02-24	I 202410109091	9/30/2024	150.43
			170074496: 09-03-24 - 10-02-24	001-201-684	150.43	
01-21506	ENTERGY	193790	112618988: 09-03-24 - 10-02-24	I 202410109092	9/30/2024	128.98
			112618988: 09-03-24 - 10-02-24	001-201-684	128.98	
01-21506	ENTERGY	193791	18014480: 09-03-24 - 10-02-24	I 202410109093	9/30/2024	13.08
			18014480: 09-03-24 - 10-02-24	001-340-630	13.08	
01-21506	ENTERGY	193792	172163651: 09-03-24 - 10-02-24	I 202410109094	9/30/2024	191.31
			172163651: 09-03-24 - 10-02-24	001-340-630	191.31	
01-02231	EWING IRRIGATION PRODUCTS	193793	IRRIGATION REPAIR	I 013525114	9/23/2024	290.56
			PVG-201 2 PLST	001-340-575	95.21	
			125-04 HUNTER 1 ULTR	001-340-575	190.71	
			2 PVC MALE ADAPTOR	001-340-575	4.64	
01-02231	EWING IRRIGATION PRODUCTS	193794	ATRIMMEC PLANT REGULATOR	I 23647558	10/07/2024	212.00
			ATRIMMEC PLANT REGULATOR	001-201-575	212.00	
01-04878	EXTRA SPACE STORAGE INC	193795	UNIT RENTAL	I 202410089045	10/03/2024	3,492.00
			UNIT RENTAL	001-040-540	3,492.00	
01-22335	FARRELL CALHOUN INC	193796	PAINT MIXER	I 023055680	10/01/2024	20.50
			QUICK MIXER	001-340-540	20.50	
01-22500	FEDERAL EXPRESS	193797	1393-1125-6	I 8-632-32384	9/26/2024	50.41
			1393-1125-6	001-100-540	50.41	
01-22500	FEDERAL EXPRESS	193798	1393-1125-6	I 8-639-14241	10/03/2024	82.04
			1393-1125-6	001-201-540	82.04	
01-22550	FERGUSON WATERWORKS	193799	REPAIR CLAMPS	I 0835944	9/25/2024	334.00
			12"X12.5 THICK RP.CL	400-650-575	334.00	
01-22550	FERGUSON WATERWORKS	193800	REPAIR CLAMPS	I 0835948	9/26/2024	258.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-22550	FERGUSON WATERWORKS	193800	REPAIR CLAMPS 8"X12.5 THICK RP. CL	I 0835948 400-650-575	9/26/2024 258.00	258.00 CONT
01-23750	FORESTRY SUPPLIERS INC	193801	33651 GATORADE 33651 GATORADE 17161 ROUNDUP	I 605503-00 001-201-540 001-201-575	9/24/2024 669.00 193.00	862.00
01-23750	FORESTRY SUPPLIERS INC	193802	33651 GATORADE 17115 INSECTICIDE	I 605636-00 001-201-575	9/24/2024 195.75	195.75
01-24500	FUELMAN OF MS-#127779	193803	127779: 09-23-24 - 09-29-24 127779: 09-23-24 - 09-29-24 127779: 09-23-24 - 09-29-24	I NP67166877 001-020-525 001-092-525	9/30/2024 79.48 24.23	103.71
01-01867	FUELMAN OF MS-#127780	193804	127780: 09-16-24 - 09-22-24 127780: 09-16-24 - 09-22-24 127780: 09-16-24 - 09-22-24 127780: 09-16-24 - 09-22-24	I NP67145576 001-201-525 400-650-525 404-650-525	9/23/2024 1,334.80 879.97 50.07	2,264.84
01-01867	FUELMAN OF MS-#127780	193805	127780: 09-23-24 - 09-29-24 127780: 09-23-24 - 09-29-24 127780: 09-23-24 - 09-29-24 127780: 09-23-24 - 09-29-24	I NP67166878 001-201-525 400-650-525 404-650-525	9/30/2024 1,241.30 668.87 113.68	2,023.85
01-01867	FUELMAN OF MS-#127780	193806	127780: 09-30-24 - 10-06-24 127780: 09-30-24 - 10-06-24 127780: 09-30-24 - 10-06-24 127780: 09-30-24 - 10-06-24	I NP67240119 001-201-525 400-650-525 404-650-525	10/07/2024 1,501.05 650.03 49.55	2,200.63
01-01868	FUELMAN OF MS-#127781	193807	127781: 09-23-24 - 09-29-24 127781: 09-23-24 - 09-29-24	I NP67166879 001-160-525	9/30/2024 639.05	639.05
01-01868	FUELMAN OF MS-#127781	193808	127781: 09-30-24 - 10-06-24 127781: 09-30-24 - 10-06-24	I NP67240120 001-160-525	10/07/2024 435.67	435.67
01-01869	FUELMAN OF MS-#127782	193809	127782: 09-23-24 - 09-29-24 127782: 09-23-24 - 09-29-24	I NP67166880 001-180-525	9/30/2024 166.59	166.59
01-01869	FUELMAN OF MS-#127782	193810	127782: 09-30-24 - 10-06-24 127782: 09-30-24 - 10-06-24	I NP67240121 001-180-525	10/07/2024 148.47	148.47
01-01870	FUELMAN OF MS-#127783	193811	127783: 09-23-24 - 09-29-24 127783: 09-23-24 - 09-29-24	I NP67166881 001-100-525	9/30/2024 4,055.21	4,055.21
01-01870	FUELMAN OF MS-#127783	193812	127783: 09-30-24 - 10-06-24 127783: 09-30-24 - 10-06-24	I NP67240122 001-100-525	10/07/2024 3,488.04	3,488.04
01-01871	FUELMAN OF MS-#127785	193813	127785: 09-30-24 - 10-06-24 127785: 09-30-24 - 10-06-24	I NP67240123 001-340-525	10/07/2024 129.53	129.53
01-24550	G F O A	193814	RENEWAL - ASHLEY RENEWAL	I 2499893 001-040-686	10/01/2024 150.00	150.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-00565	GEORGE'S DOOR SERVICE INC	193815	FD - BAY 1 REPAIR ST. 3 BAY DOOR RESET	I 051682 001-160-637	9/26/2024 187.00	187.00
01-05700	RYAN GILBERT	193816	2GAMES@35.00: 10-01-24 2GAMES@35.00: 10-01-24	I 202410109113 001-340-690	10/01/2024 70.00	70.00
01-26200	GRAINGER W W INC	193817	BACK BRACES 34CL59 M BACK BRACE 34CL60 LG BACK BRACE 34CL61 XL BACK BRACE 35ZA85 2X BACK BRACE 35ZA86 3X BACK BRACE 35ZA87 4X BACK BRACE 1UER6 POLISH COMPOUN	I 9250230621 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540	9/16/2024 58.70 58.70 58.70 68.58 34.29 34.29 5.28	318.54
01-26200	GRAINGER W W INC	193818	BACK BRACES 801GG4 BLACK PAINT	I 9251626033 001-201-540	9/17/2024 180.48	180.48
01-26200	GRAINGER W W INC	193819	BACK BRACES 6FLW3 CAPACITOR	I 9253862685 400-650-575	9/18/2024 130.47	130.47
01-26200	GRAINGER W W INC	193820	BACK BRACES 43Y579 ASPHALT LUTE	I 9259120534 001-201-540	9/24/2024 384.52	384.52
01-26200	GRAINGER W W INC	193821	ISO 220 OIL ISO 220 OIL GROTE TAIL LIGHT LEN	I 9266169896 400-650-635 400-650-635	10/01/2024 198.10 40.04	238.14
01-05380	GREEN OAK GARDEN CENTER L	193822	OCTOBER 2024 - CH OCTOBER 2024	I 24794 001-092-637	10/01/2024 150.00	150.00
01-05380	GREEN OAK GARDEN CENTER L	193823	OCTOBER PLANT MAINTENANCE OCTOBER PLANT MAINTENANCE	I 24954 001-100-604	10/01/2024 283.29	283.29
01-05380	GREEN OAK GARDEN CENTER L	193824	PLANTS FOR EVENT MOSS WALLS PECAN TREES POTTED PLANT MAGNOLIA TREE CRAPE MYRTLES TREES	I 24992 001-093-615 001-093-615 001-093-615 001-093-615 001-093-615 001-093-615	9/30/2024 500.00 120.00 45.00 70.00 80.00 80.00	895.00
01-02977	GRINER DRILLING SERVICE I	193825	SCHOOL STREET WELL 8"X20' SUCTION PIPE MEW900GPM TDH PUMP BOWL XL LATERAL: 600' 2.5"OILTUBE&SHAF 600' OF AIRLINE NEW TENSION ASSY. NEW 250HP INVERTER LABOR	I 5182865 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760	9/30/2024 1,502.20 68,727.50 30,429.25 39,127.50 1,000.00 2,500.00 32,826.55 20,750.00	196,863.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02977	GRINER DRILLING SERVICE I	193826	REPAIR WESTERN WELL	I 5182866	9/30/2024	320,450.00
			650' OF OIL TUBE	400-650-760	95,400.00	
			1650GPM 778'TDH PUMP	400-650-760	49,950.00	
			NEW SUCTION PIPE	400-650-760	1,300.00	
			650' OF AIRLINE	400-650-760	1,000.00	
			NEW TENSION ASSY.	400-650-760	2,500.00	
			SHOP LABOR	400-650-760	3,200.00	
			NEW 450HP INVERTER	400-650-760	57,350.00	
			LABOR TO PULL	400-650-760	22,500.00	
			LABOR TO SET	400-650-760	22,500.00	
			660' OF OIL TUBE	400-650-760	64,750.00	
01-02977	GRINER DRILLING SERVICE I	193827	REPLACE MOTOR	I 5182867	9/30/2024	2,080.00
			REPLACE MOTOR	400-650-603	2,080.00	
01-05881	GUARDIAN ALLIANCE TECHNOL	193828	BACKGROUND INVESTIGATIONS	I 25644	9/30/2024	150.00
			BACKGROUND CKS	001-100-604	150.00	
01-01201	POLLY HAMMETT	193829	OCTOBER 7, 2024 MEETING	I 100724	10/07/2024	50.00
			OCTOBER 7, 2024 MEETING	001-550-599	50.00	
01-01062	HANCOCK WHITNEY BANK	193830	RIDGELAND TIF20A	I 42429	9/10/2024	1,000.00
			RIDGELAND TIF20A	218-450-840	1,000.00	
01-01062	HANCOCK WHITNEY BANK	193831	RIDGELAND TIF20B	I 42430	9/10/2024	1,000.00
			RIDGELAND TIF20B	218-450-840	1,000.00	
01-01062	HANCOCK WHITNEY BANK	193832	RIDGELAND TIF24	I 42431	9/10/2024	533.33
			RIDGELAND TIF24	220-450-840	533.33	
01-01062	HANCOCK WHITNEY BANK	193833	RIDGELAND TIF21	I 42510	9/12/2024	900.00
			RIDGELAND TIF21	220-450-840	900.00	
01-27765	HARCROS CHEMICALS INC	193834	150LB CHLORINE CYLINDER	I 770130288	9/27/2024	3,288.00
			150LB CHLORINE CYLINDER	400-650-575	3,288.00	
01-29350	HEMPHILL CONSTRUCTION INC	193835	WATER METER CHANGEOUT	I H23051-12-FINAL	9/30/2024	116,300.10
			TRACKHOE/OPERATOR	467-650-750	17,132.50	
			PICKUP TRUCK	467-650-750	7,814.00	
			FOREMAN	467-650-750	27,684.00	
			PIPE LAYER	467-650-750	44,469.60	
			SUPERINTENDENT	467-650-750	19,200.00	
01-01132	HOME DEPOT CREDIT SERVICE	193836	FD - SUPPLIES	I 8104951	9/25/2024	294.82
			BOLT CUTTER	001-160-540	56.97	
			5 GALLON JUG	001-160-540	24.98	
			SCREWDRIVER	001-160-540	11.97	
			5PK BLADES HUSKY	001-160-540	2.97	
			UTILITY BLADE 10PK	001-160-540	3.47	
			SERRATED BLADE 5PK	001-160-540	2.97	
			MKE TORCH 5PK	001-160-540	68.91	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01132	HOME DEPOT CREDIT SERVICE	193836	FD - SUPPLIES	I 8104951	9/25/2024	294.82
			TAPE RULE HOST	001-160-540	14.91	CONT
			ANTI SCRATCH GLASS	001-160-540	19.97	
			MASONRY CUTTING BLD	001-160-540	87.70	
01-06660	SIDNEY HUGHES	193837	CLOTHING ALLOWANCE FY 25	I 202410119135	10/11/2024	825.00
			CLOTHING ALLOWANCE FY 25	001-100-535	825.00	
01-06406	IMAGINARY COMPANY	193838	MCJ OCT 24	I 24-031	10/01/2024	200.00
			MCJ OCT 24	001-093-615	200.00	
01-05437	INTELLIGENT TRANSPORTATIO	193839	PTZ CAMERAS & PARTS	I 24-02-010A-D	9/27/2024	41,258.00
			4220HD CAMERA SYSTEM	001-201-760	36,648.00	
			POLE MOUNT BRACKET	001-201-760	1,668.00	
			POE INJECTOR 70WATT	001-201-760	1,596.00	
			COUPLER	001-201-760	396.00	
			CITEL POE SPD DIN	001-201-760	660.00	
			CAT 6 BLK ETHERNET	001-201-760	290.00	
01-06573	INTERACTIVE DATA LLC	193840	IDENTITY VERIFICATION SOFTWARE	I IN759291	9/30/2024	539.00
			IDENTITY VERIFICATION SOFTWARE	001-100-604	539.00	
01-00905	INTERSTATE ALL BATTERY CE	193841	SPARE UPS BATTERIES	I 03040852	7/31/2024	207.60
			SPARE UPS BATTERIES	001-042-501	207.60	
01-05346	JACKKNIFED TRAILER	193842	TRAILER JACK	I 73538	10/03/2024	120.00
			TRAILER JACK	001-201-635	120.00	
01-33380	JACKSON COMMUNICATIONS IN	193843	FD- TONING SYSTEM	I 175140	9/30/2024	619.68
			TONING SYSTEMS	001-160-540	319.68	
			TECH LABOR	001-160-540	300.00	
01-33385	JACKSON DATA PRODUCTS IN	193844	PL PAPER	I INV44229	10/03/2024	79.56
			PL PAPER	001-040-540	79.56	
01-33800	JACKSON PAPER COMPANY	193845	FD - SUPPLIES	I 1393053	9/20/2024	492.40
			COPY PAPER	001-160-500	159.20	
			AUTO WASH	001-160-500	172.23	
			KITCHEN TOWELS	001-160-500	48.78	
			CENTERPULL TOWELS	001-160-500	32.35	
			BATH TISSUE	001-160-500	39.50	
			GARBAGE LINERS	001-160-500	40.34	
01-33800	JACKSON PAPER COMPANY	193846	FD - SUPPLIES	I 1393055	9/20/2024	325.51
			TORK ROLL TOWELS	001-160-500	64.70	
			PAPER TOWELS	001-160-500	48.78	
			AUTO WASH	001-160-500	172.23	
			COPY PAPER	001-160-500	39.80	
01-33800	JACKSON PAPER COMPANY	193847	COPY PAPER JAN SUPPLY	I 1393223	9/23/2024	2,386.71
			COPY PAPER	001-100-500	796.00	
			TP ROLLS	001-100-510	243.72	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-33800	JACKSON PAPER COMPANY	193847	COPY PAPER JAN SUPPLY	I 1393223	9/23/2024	2,386.71	CONT
			60GAL CAN LINERS	001-100-510	150.27		
			URINAL SCREENS	001-100-510	148.51		
			10 GAL CAN LINERS	001-100-510	114.66		
			TRIFOLD PAPER	001-100-540	106.40		
			80Z FOAM CUPS	001-100-540	94.20		
			CLARIO HANDSOAP	001-100-540	397.34		
			ENMOTION PAPER	001-100-540	335.61		
01-33800	JACKSON PAPER COMPANY	193848	JANITORIAL SUPPLIES	I 1393235	9/23/2024	636.63	
			LARGE TRASH BAGS	001-201-510	270.96		
			JUMBO TOILET TISSUE	001-201-510	112.71		
			CENTER PULL TOWELS	001-201-510	252.96		
01-33800	JACKSON PAPER COMPANY	193849	JANITORIAL SUPPLIES	I 1393277	9/25/2024	121.83	
			COFFEE CUPS	001-201-540	121.83		
01-33800	JACKSON PAPER COMPANY	193850	HO202 ORDER	I 1394379	9/30/2024	119.25	
			HO202 ORDER	001-100-510	119.25		
01-34035	JACKSON SAFE & LOCK INC	193851	NEW PADLOCKS	I 42084	9/30/2024	356.00	
			NEW PADLOCKS	001-201-540	178.00		
			NEW PADLOCKS	400-650-540	178.00		
01-04595	CLAIRE JACKSON	193852	OCTOBER 7, 2024 MEETING	I 100724	10/07/2024	50.00	
			OCTOBER 7, 2024 MEETING	001-550-599	50.00		
01-06794	PATRICK KELLY	193853	REMITTANCE OF RESTITUTION	I 202410049006	10/03/2024	220.00	
			REMITTANCE OF RESTITUTION	001-000-122	220.00		
01-02372	MAC'S FRESH MARKET	193854	SEPTEMBER 2024 CWC MEALS	I 202410028974	9/30/2024	210.19	
			SEPTEMBER 2024 CWC MEALS	001-100-540	210.19		
01-02372	MAC'S FRESH MARKET	193855	PW CWC MEALS SEPTEMBER	I 202410038977	9/30/2024	247.69	
			PW CWC MEALS SEPTEMBER	001-201-540	247.69		
01-06156	MADISON CLEANING SERVICES	193856	JANITORIAL SERVICES	I 418	9/03/2024	625.00	
			JANITORIAL SERVICES	001-340-604	625.00		
01-40750	MADISON COUNTY COOPERATIV	193857	BERMUDA SEED 50LB.	I 892205	10/01/2024	377.60	
			BERMUDA SEED 50LB.	001-201-575	210.00		
			BRUSH/STUMP KILL QT.	001-201-575	167.60		
01-40800	MADISON COUNTY DISTRICT A	193858	SEIZURE CASE 2024001372	I 202410038980	10/03/2024	2,197.00	
			SEIZURE CASE 2024001372	103-000-111	2,197.00		
01-40800	MADISON COUNTY DISTRICT A	193859	8-1-24 - 7-31-25 BALLISTICS IQ	I 202410099085	9/30/2024	4,999.75	
			8-1-24 - 7-31-25 BALLISTICS IQ	001-100-635	4,999.75		
01-41000	MADISON COUNTY JOURNAL	193860	09-12-24 ADVERTISING	I 2024-36557	9/26/2024	1,638.00	
			09-12-24 ADVERTISING	001-040-615	1,638.00		

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03554	MADISON SOUTH RUBBISH LAN	193861	LANDFILL CHARGES	I 18664	9/16/2024	648.00
			12 CUBIC YARDS	001-201-683	612.00	
			HOST FEE	001-201-683	18.00	
			ENVIRONMENTAL FEE	001-201-683	18.00	
01-03554	MADISON SOUTH RUBBISH LAN	193862	LANDFILL CHARGES	I 18681	9/30/2024	1,188.00
			12 CUBIC YARDS	001-201-683	1,122.00	
			HOST FEE	001-201-683	33.00	
			ENVIRONMENTAL FEE	001-201-683	33.00	
01-03554	MADISON SOUTH RUBBISH LAN	193863	LANDFILL CHARGES	I 18704	9/30/2024	1,242.00
			12 CUBIC YARDS	001-201-683	714.00	
			6 CUBIC YARDS	001-201-683	459.00	
			HOST FEE	001-201-683	34.50	
			ENVIRONMENTAL FEE	001-201-683	34.50	
01-03554	MADISON SOUTH RUBBISH LAN	193864	LANDFILL CHARGES	I 18717	9/30/2024	828.00
			12 CUBIC YARDS	001-201-683	714.00	
			8 CUBIC YARDS	001-201-683	68.00	
			HOST FEE	001-201-683	23.00	
			ENVIRONMENTAL FEE	001-201-683	23.00	
01-42310	MARS MARKETING PROMOTIONA	193865	MAYORS FUN WALK SHIRTS	I 46205	9/30/2024	2,563.90
			TSHIRTS MFW	001-340-650	1,749.60	
			TSHIRTS MFW	001-340-650	549.50	
			SCREENS - MFW	001-340-650	90.00	
			ART - MFW	001-340-650	55.00	
			SHIPPING	001-340-650	119.80	
01-42310	MARS MARKETING PROMOTIONA	193866	TOPSOCCER TSHIRTS	I 46444	9/30/2024	9,999.90
			VOLUNTEER T	001-340-650	3,713.80	
			VOLUNTEER T	001-340-650	189.75	
			VOLUNTEER T	001-340-650	39.95	
			PARTICIPANT T	001-340-650	4,228.95	
			PATICIPANT T	001-340-650	472.45	
			PARTICIPANT T	001-340-650	224.75	
			SCREENS	001-340-650	36.00	
			ART	001-340-650	50.00	
			F/B/S	001-340-650	734.25	
			SHIPPING	001-340-650	310.00	
01-02176	MAS MODERN MARKETING INC	193867	FD-SUPPLIES	I MMI159130	9/10/2024	421.83
			JR FIRE HATS	001-160-650	394.56	
			SHIPPING	001-160-650	27.27	
01-02176	MAS MODERN MARKETING INC	193868	FD-SUPPLIES	I MMI159158	9/11/2024	130.22
			CRAYONS	001-160-650	110.00	
			SHIPPING	001-160-650	20.22	
01-02176	MAS MODERN MARKETING INC	193869	FD - SUPPLIES	I MMI159218	9/13/2024	212.03
			HOUSE CALL TOTE	001-160-650	189.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02176	MAS MODERN MARKETING INC	193869	FD - SUPPLIES SHIPPING	I MMI159218 001-160-650	9/13/2024 23.03	212.03
01-02176	MAS MODERN MARKETING INC	193870	FD - SUPPLIES FIRE TRUCK TOTE SHIPPING	I MMI159219 001-160-650 001-160-650	9/13/2024 189.00 23.03	212.03
01-02176	MAS MODERN MARKETING INC	193871	FD-SUPPLIES MALTESE CROSS STICKE SHIPPING	I MMI159290 001-160-650 001-160-650	9/18/2024 350.00 10.95	360.95
01-02176	MAS MODERN MARKETING INC	193872	FD - SUPPLIES BADGE SHAPE STICKER SHIPPING	I MMI159314 001-160-650 001-160-650	9/19/2024 350.00 10.95	360.95
01-02176	MAS MODERN MARKETING INC	193873	FD-SUPPLIES MOOD PENCILS SHIPPING	I MMI159342 001-160-650 001-160-650	9/20/2024 295.00 38.01	333.01
01-02176	MAS MODERN MARKETING INC	193874	FD - SUPPLIES COASTER BOTTLE OPENE SHIPPING	I MMI159343 001-160-650 001-160-650	9/20/2024 735.00 36.90	771.90
01-06788	JAMERSON MCCULLUM	193875	3GAMES@35.00: 10-01-24 3GAMES@35.00: 10-01-24	I 202410109114 001-340-690	10/01/2024 105.00	105.00
01-00383	MIKE MCGAHEY	193876	CLOTHING ALLOWANCE FY 25 CLOTHING ALLOWANCE FY 25	I 202410119134 001-100-535	10/11/2024 825.00	825.00
01-05786	METROPOLITAN LIFE INSURAN	193877	TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024 TM05969153: OCT 2024	I 202410109115 001-010-480 001-020-480 001-040-480 001-040-480 001-092-480 001-100-480 001-160-480 001-180-480 001-201-480 001-340-480 005-101-480 400-650-480 404-650-480 001-000-170 005-000-170 400-000-170 404-000-170	9/15/2024 74.25 74.25 66.00 8.25 8.25 577.50 470.25 90.75 255.75 99.00 8.25 198.00 16.50 27.33 0.00 2.48 0.00	1,976.81
01-44250	MID-SOUTH UNIFORM & SUPPL	193878	WELCH UNIFORM ACADEMY T SHIRTS VINYL LETTERING ACADEMY SHORTS	I 652763 001-100-535 001-100-535 001-100-535	9/23/2024 30.00 25.00 37.05	1,074.20

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-44250	MID-SOUTH UNIFORM & SUPPL	193878	WELCH UNIFORM	I 652763	9/23/2024	1,074.20	CONT
			NAVY SWEATPANTS	001-100-535	17.87		
			HEAT PRESS LETTERS	001-100-535	5.00		
			NAVY CREWNECK	001-100-535	13.38		
			KHAKI PANTS	001-100-535	40.18		
			DUTY BELT	001-100-535	54.21		
			INNER BELT	001-100-535	33.97		
			HANDCUFF CASE	001-100-535	36.36		
			RADIO HOLDER	001-100-535	46.86		
			GLOCK HOLSTER	001-100-535	174.82		
			SLIM STXBW OPENGLK17	001-100-535	31.25		
			S&W MODEL 100 CUFFS	001-100-535	64.00		
			WOMENS KHAKI PANTS	001-100-535	160.72		
			RAINCOAT	001-100-535	43.56		
			KHAKI PANTS 24/7	001-100-535	125.00		
			WMS TACT PNATS KHAKI	001-100-535	134.97		
01-03250	MISS ANIMAL RESCUE LEAGUE	193879	JULY AUG SEPT 2024 SERVICES	I 202410048984	10/03/2024	3,744.00	
			JULY AUG SEPT 2024 SERVICES	001-100-604	3,744.00		
01-04591	MISS DEPARTMENT OF PUBLIC	193880	SEPTEMBER 2024	I 202410079042	9/30/2024	726.37	
			SEPTEMBER 2024	001-000-118	726.37		
01-00953	MISS INDUSTRIES FOR THE B	193881	E-CRASH CARDS	I 0061158-IN	9/24/2024	167.32	
			E-CRASH CARDS	001-100-540	167.32		
01-47950	MISS VALLEY ELECTRIC SUPP	193882	SUPPLIES FOR REPAIRS	I S1433076.001	9/27/2024	969.11	
			TPZ 472S 3/4	001-340-637	9.68		
			TPZ WB2375 WP	001-340-637	29.07		
			TPZ WC2B 2G	001-340-637	8.65		
			CTX 6141624 3/4 PVC	001-340-637	9.40		
			CTX 5133824 3/4 90D	001-340-637	4.69		
			CTX 5140044 3/4 PVC	001-340-637	4.85		
			REC 55990 PT MED	001-340-637	15.39		
			3/4 SEALTITE X 500	001-340-637	15.72		
			3/4 PVC SCH-40	001-340-637	63.09		
			KLEIN 56108 500	001-340-637	20.38		
			CTX 6141625 1-IN	001-340-637	2.60		
			1 PVC SCH-40	001-340-637	19.59		
			TPZ 282 3/4	001-340-637	0.70		
			CTX 5133709 4x4X4	001-340-637	38.98		
			CTX 5140104 3/4 PVC	001-340-637	11.81		
			CTX 5133825 1-IN 90D	001-340-637	5.83		
			TPZ RB4 1X3/4	001-340-637	6.66		
			CTX 5133664 3/4 PVC	001-340-637	17.38		
			12 STR BLACK CU	001-340-637	103.67		
			12 STR GREEN CU	001-340-637	103.67		
			12 STR WHITE CU	001-340-637	103.67		
			EMT 1/2 CONDUIT	001-340-637	12.18		
			TPZ WB2350 WP 2G	001-340-637	13.83		
			ARL NMLT7 3/4 NM	001-340-637	22.07		
			TPZ 471S 1/2 MI	001-340-637	2.94		

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-47950	MISS VALLEY ELECTRIC SUPP	193882	SUPPLIES FOR REPAIRS	I S1433076.001	9/27/2024	969.11
			TPZ 491S 1/2 MI 90D	001-340-637	4.51	CONT
			TPZ WB2575 WP 2GS	001-340-637	9.10	
			TMAC MX2050S WP	001-340-637	73.50	
			CTX 5140043 1/2 PVC	001-340-637	0.36	
			6 THHN CU	001-340-637	70.52	
			SAT S8420 F32T8	001-340-637	96.00	
			SAT S39391 22W LED	001-340-637	68.62	
01-47950	MISS VALLEY ELECTRIC SUPP	193883	ELECTRICAL SUPPLIES	I S1434981.001	9/30/2024	1,567.00
			MULTI TAP CONN	400-650-637	273.00	
			VINYL TAPE	400-650-637	18.00	
			SPLICING TAPE	400-650-637	47.00	
			4/0 WIRE	400-650-637	72.00	
			1/0 WIRE	400-650-637	132.00	
			2/0 WIRE	400-650-637	176.00	
			2 1/2 PVC	400-650-637	90.00	
			2 1/2 45DEG PVC ELBO	400-650-637	24.00	
			2 1/2 90DEG PVC ELBO	400-650-637	22.00	
			2 1/2 PVC COUPLING	400-650-637	16.00	
			2 1/2 PVC ADAPTER	400-650-637	3.00	
			2 1/2 LOCKNUT	400-650-637	2.00	
			3/8-16 DROP-IN ANCHO	400-650-637	10.00	
			3/8-16x1 CAP	400-650-637	100.00	
			1/2x6 SDS BIT	400-650-637	29.00	
			3/8-16 SETTING TOOL	400-650-637	11.00	
			3/4 MI STRT CONN	400-650-637	7.00	
			2 1/2 SEALTIGHT CONN	400-650-637	186.00	
			3/4 MI 90DEG CONN	400-650-637	9.00	
			2 1/2 LOCKNUT	400-650-637	2.00	
			2" 2HL RGD STRAP	400-650-637	2.00	
			2 1/2 HOLE SEAL	400-650-637	40.00	
			2 1/2 LB PVC FTG	400-650-637	75.00	
			2 1/2 PVC ADAPTER	400-650-637	3.00	
			3/4 FEMALE ADAPTER	400-650-637	1.00	
			2 1/2 PVC FE. ADAPTE	400-650-637	4.00	
			3" HOLE SAW	400-650-637	31.00	
			3/4 SEALTITE	400-650-637	10.00	
			2 1/2 SEALTITE	400-650-637	120.00	
			3/4 PVC SCH40	400-650-637	40.00	
			3/4 STRAIGHT CONN	400-650-637	10.00	
			3" 2HL STRAP	400-650-637	2.00	
01-47950	MISS VALLEY ELECTRIC SUPP	193884	ELECTRICAL SUPPLIES	I S1435284.001	9/19/2024	27.00
			14TS LED BULB	001-201-637	27.00	
01-06792	OLIVIA MITCHELL	193885	REMITTANCE OF RESTITUTION	I 202410049004	10/03/2024	381.00
			REMITTANCE OF RESTITUTION	001-000-122	381.00	
01-49332	MOSES ELECTRIC SERVICE IN	193886	TRAINING ROOM LED CONV.	I 87769	9/23/2024	2,750.00
			TRAINING ROOM LED CONV.	001-100-637	2,750.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-50608	N A P A AUTO PARTS 007	193887	BATTERIES BATTERIES	I 019810 400-650-575	10/04/2024 530.54	530.54
01-50950	NATIONAL AWARDS, INC	193888	NAME BADGES - CH NAME BADGES SHIPPING NAME BADGES SET UP COST NAME BADGES NAME BADGES NAME BADGES NAME BADGES NAME BADGES NAME BADGES NAME BADGES NAME BADGES	I 32719 001-020-540 001-020-540 001-040-540 001-040-540 001-042-540 001-080-540 001-093-540 001-180-540 001-201-540 001-340-540 400-650-540	9/30/2024 139.05 50.00 46.35 48.00 30.90 30.90 15.45 15.45 15.45 61.80 30.90	484.25
01-52090	NEEL-SCHAFFER INC	193889	EAST COUNTY LINE RD CEI EAST COUNTY LINE RD CEI	I 1100316 316-601-600	9/13/2024 13,539.05	13,539.05
01-06321	NETWRIX CORPORATION	193890	NETWRIX RENEWAL NETWRIX RENEWAL NETWRIX RENEWAL	I INV-NW112978 001-042-635 001-042-635	10/01/2024 1,608.00 199.00	1,807.00
01-01133	O'REILLY AUTO PARTS	193891	FILTERS 33166 FUEL FILTER 49205 AIR FILTER 33166 FUEL FILTER 49205 AIR FILTER	I 115359 400-650-635 400-650-635 400-650-635 400-650-635	9/26/2024 5.55 22.23 5.55 22.23	55.56
01-01133	O'REILLY AUTO PARTS	193892	P350 P335 AUTO PARTS ENGINE MOUNT TRANS MOUNT TORQUE MOUNT P335 ROTORS BRAKE PADS	I 387326 001-100-632 001-100-632 001-100-632 001-100-632 001-100-632	9/26/2024 72.38 106.83 60.49 90.00 39.99	369.69
01-53715	OFFICE PRODUCTS PLUS INC	193893	CALENDERS - ADMIN DESK CALENDAR DESK CALENDAR	I 1071270-0 001-040-500 001-080-500	10/03/2024 9.75 9.75	19.50
01-53715	OFFICE PRODUCTS PLUS INC	193894	EASEL - M&B EASEL	I 1071274-0 001-020-540	10/03/2024 40.97	40.97
01-53715	OFFICE PRODUCTS PLUS INC	193895	PW SUPPLIES DESK CALENDAR GEL PEN REFILL 3.5X6 CALENDAR REFIL DESK CALENDAR	I 1071298-0 001-201-500 400-650-500 400-650-500 400-650-500	10/03/2024 9.40 3.06 2.52 9.40	24.38
01-03814	STEVE OSBORNE	193896	2GAMES@35.00: 10-01-24 2GAMES@35.00: 10-01-24	I 202410109116 001-340-690	10/01/2024 70.00	70.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-04346	PHYLLIS PARKER	193897	OCTOBER 7, 2024 MEETING OCTOBER 7, 2024 MEETING	I 100724 001-550-599	10/07/2024 50.00	50.00
01-05922	PDQ.COM CORPORATION	193898	PDQ RENEWALS PDQ RENEWALS	I PDQ-28901 001-042-635	10/01/2024 1,417.50	1,417.50
01-55060	PEARL RIVER VALLEY WATER	193899	90400: 08-21-24 - 09-22-24 90400: 08-21-24 - 09-22-24	I 202410038979 001-340-630	9/30/2024 87.33	87.33
01-06332	JOHNATHAN PETTUS	193900	2GAMES@35.00: 10-01-24 2GAMES@35.00: 10-01-24	I 202410109117 001-340-690	10/01/2024 70.00	70.00
01-55550	PETTY CASH - ADM	193901	PETTY CASH : 09-22-23-09-30-24 PETTY CASH : 09-22-23 -10-1-24	I 202410018970 400-650-540	9/30/2024 31.00	31.00
01-55600	PETTY CASH - FIRE	193902	PETTY CASH 08-28-24 PETTY CASH 08-28-24	I 202410018973 001-160-540	9/30/2024 6.41	6.41
01-55700	PETTY CASH - POLICE	193903	04-09-24 - 09-30-24 PETTY CASH 04-09-24 - 09-30-24 PETTY CASH 04-09-24 - 09-30-24 PETTY CASH 04-09-24 - 09-30-24 PETTY CASH	I 202410109095 001-100-525 001-100-632 001-100-650	9/30/2024 20.74 30.00 36.63	87.37
01-55700	PETTY CASH - POLICE	193904	10-01-24 - 10-09-24 PETTY CASH 10-01-24 - 10-09-24 PETTY CASH	I 202410109096 001-100-540	10/09/2024 108.00	108.00
01-56001	PHELPS DUNBAR LLP	193905	SERVICES THROUGH 08-31-24 SERVICES THROUGH 08-31-24	I 1377101 001-040-604	9/10/2024 86.25	86.25
01-56355	PIP PRINTING	193906	SIGN SIGN SIGN PROGRAMS	I 334268 001-093-615 001-093-615 001-093-615	9/30/2024 99.99 78.99 65.00	243.98
01-03279	PNC EQUIPMENT FINANCE	193907	COMMERCIAL LEASE EQUIPMENT COMMERCIAL LEASE EQUIPMENT	I 2084410 001-340-604	10/02/2024 5,624.73	5,624.73
01-58000	PROFESSIONAL DISPATCH MAN	193908	DISP BASIC CERTIFICATION DISP CERT. MCDONALD DISP CERT. WADE	I 2024-9-24-1 001-100-681 001-100-681	9/24/2024 395.00 395.00	790.00
01-06353	QUENCH USA INC	193909	WATER COOLER RENTAL WATER COOLER RENTAL	I INV08038756 001-100-540	10/01/2024 44.00	44.00
01-06132	KENYA RACHAL	193910	OCTOBER 7, 2024 MEETING OCTOBER 7, 2024 MEETING	I 100724 001-550-599	10/07/2024 50.00	50.00
01-59169	RAINEY ELECTRONICS INC	193911	SCOREBOARD REPAIR LABOR BENCH SHPG HNDL SHPG HNDL	I 51127 001-340-540 001-340-540 001-340-540	9/23/2024 425.00 21.03 21.03	467.06

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-05690	ANTHONY RAINEY	193912	2GAMES@35.00: 10-01-24 2GAMES@35.00: 10-01-24	I 202410109118 001-340-690	10/01/2024 70.00	70.00
01-06787	DWIGHT RAWLS	193913	2GAMES@35.00: 10-01-24 2GAMES@35.00: 10-01-24	I 202410109119 001-340-690	10/01/2024 70.00	70.00
01-59280	RAY ALLEN MANUFACTURING C	193914	REMOTE HOLDER REMOTE HOLDER SHIPPING	I RINV393847 001-100-540 001-100-540	9/10/2024 39.99 9.99	49.98
01-06102	RCX SPORTS LLC	193915	ADD ON MISSING ITEMS NFL FLAG JERSEY SHIPPING	I 000046887-1 001-340-535 001-340-535	9/24/2024 210.00 60.00	270.00
01-60575	REVELL HARDWARE & SUPPLY	193916	SHOP SUPPLIES 3/8"X3X7" SQUARE BEN	I 7115/D 001-340-540	9/30/2024 10.78	10.78
01-60575	REVELL HARDWARE & SUPPLY	193917	MIXER FOR PAINT MIXERPAINT 5GAL	I 7130/D 001-340-540	10/01/2024 10.79	10.79
01-04325	JAN M RICHARDSON	193918	OCTOBER 7, 2024 MEETING OCTOBER 7, 2024 MEETING	I 100724 001-550-599	10/07/2024 50.00	50.00
01-02452	DEXTER ROBINSON	193919	ADV TRAV: 10-13-24 - 10-16-24 ADV TRAV: 10-13-24 - 10-16-24	I 202410109098 001-201-610	10/10/2024 312.80	312.80
01-62275	S W A N A	193920	MEMBERSHIP RENEWAL MEMBERSHIP RENEWAL	I 2025-1882865 001-201-686	10/01/2024 255.00	255.00
01-06786	MICHAEL SCHMIDT	193921	2GAMES@35.00: 10-01-24 2GAMES@35.00: 10-01-24	I 202410109123 001-340-690	10/01/2024 70.00	70.00
01-04484	GREGORY SHOWS	193922	2GAMES@35.00: 10-01-24 2GAMES@35.00: 10-01-24	I 202410109122 001-340-690	10/01/2024 70.00	70.00
01-05929	HUNTER SHOWS	193923	2GAMES@35.00: 10-01-24 2GAMES@35.00: 10-01-24	I 202410109121 001-340-690	10/01/2024 70.00	70.00
01-05488	SIMMONS LANDSCAPE LLC	193924	SPRAY WILDFLOWER FIELD SPRAY WILDFLOWER FIELD	I 16-22871 001-550-599	9/30/2024 210.00	210.00
01-06790	ERIC SINGELTON SR	193925	2GAMES@35.00: 10-01-24 2GAMES@35.00: 10-01-24	I 202410109131 001-340-690	10/01/2024 70.00	70.00
01-06556	DERRICK SINGLETON	193926	3GAMES@35.00: 10-01-24 3GAMES@35.00: 10-01-24	I 202410109124 001-340-690	10/01/2024 105.00	105.00
01-05955	JUSTIN SONES	193927	CLOTHING ALLOWANCE FY 25 CLOTHING ALLOWANCE FY 25	I 202410119133 001-100-535	10/11/2024 825.00	825.00
01-65950	SOUTHERN ADMINISTRATORS	193928	COMPANY# 106: OCTOBER 2024	I 24092310600000	9/23/2024	520.34

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-65950	SOUTHERN ADMINISTRATORS	193928	COMPANY# 106: OCTOBER 2024	I 24092310600000	9/23/2024	520.34	CONT
			COMPANY# 106: OCTOBER 2024	001-010-481	15.75		
			COMPANY# 106: OCTOBER 2024	001-020-481	12.25		
			COMPANY# 106: OCTOBER 2024	001-040-481	10.50		
			COMPANY# 106: OCTOBER 2024	001-092-481	0.00		
			COMPANY# 106: OCTOBER 2024	001-040-481	1.75		
			COMPANY# 106: OCTOBER 2024	001-100-481	75.25		
			COMPANY# 106: OCTOBER 2024	001-160-481	71.75		
			COMPANY# 106: OCTOBER 2024	001-180-481	8.75		
			COMPANY# 106: OCTOBER 2024	001-201-481	31.50		
			COMPANY# 106: OCTOBER 2024	001-340-481	15.75		
			COMPANY# 106: OCTOBER 2024	005-101-481	1.75		
			COMPANY# 106: OCTOBER 2024	400-650-481	21.00		
			COMPANY# 106: OCTOBER 2024	404-650-481	3.50		
			COMPANY# 106: OCTOBER 2024	001-000-170	224.62		
			COMPANY# 106: OCTOBER 2024	005-000-170	1.50		
			COMPANY# 106: OCTOBER 2024	400-000-170	21.72		
			COMPANY# 106: OCTOBER 2024	404-000-170	3.00		
01-03210	SOUTHERN CONNECTION POLIC	193929	FD - UNIFORMS	I 29074	1/25/2024	144.98	
			WHITE POLO 2XL	001-160-535	42.99		
			WHITE POLO XL	001-160-535	42.99		
			TACTICAL PANTS	001-160-535	59.00		
01-03210	SOUTHERN CONNECTION POLIC	193930	FD - UNIT 10	I 31748	8/22/2024	893.80	
			LABOR	001-160-632	390.00		
			SOS 4" LIGHTHEAD	001-160-632	503.80		
01-03210	SOUTHERN CONNECTION POLIC	193931	WINTER JACKET WELCH	I 32139	9/24/2024	332.00	
			WINTER JACKET WELCH	001-100-535	332.00		
01-03210	SOUTHERN CONNECTION POLIC	193932	FD - UNIFORMS	I 32143	9/25/2024	236.00	
			TACTICAL PANTS	001-160-535	59.00		
			TACTICAL PANTS	001-160-535	59.00		
			TACTICAL PANTS	001-160-535	118.00		
01-06771	SOUTHERN CORROSION	193933	WATER TANK MGT SVC QTRLY PREMI	I 19153	10/01/2024	28,354.50	
			WATER TANK MGT SVC QTRLY PREMI	400-650-603	28,354.50		
01-66650	SOUTHERN PIPE & SUPPLY CO	193934	WATER METER CHANGE OUT	I 176267-00	9/30/2024	1,401.84	
			COPPER MALE ADAPT	467-650-760	303.60		
			2" PROPRESS COP 90	467-650-760	339.43		
			2X3 STD BRASS NIPPLE	467-650-760	18.09		
			2" CXC NO STOP COUP	467-650-760	54.49		
			2 1/2" EZ PRESS LFT	467-650-760	266.71		
			2-1/2X2 XLC FTGXC RE	467-650-760	163.23		
			3X2 XLC FTGXC REDUC	467-650-760	100.95		
			3" CXC XLC ROLL STP	467-650-760	88.39		
			2-1/2" CXC XLC ROL S	467-650-760	66.95		
01-66850	SOUTHERN TIRE MART INC	193935	FD - TIRES	I 2600190531	9/30/2024	1,539.82	
			SHOP SUPPLIES	001-160-632	5.00		

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-66850	SOUTHERN TIRE MART INC	193935	FD - TIRES	I 2600190531	9/30/2024	1,539.82	CONT
			SERVICE CALL	001-160-632	85.00		
			FUEL CHARGE	001-160-632	25.00		
			TIRE CHANGE	001-160-632	130.00		
			VALVE STEEL MEDIUM	001-160-632	15.90		
			FEE TIRE DISPOSAL	001-160-632	20.00		
			TIRES	001-160-632	1,254.92		
			WASTE TIRE FEE	001-160-632	4.00		
			FETBGOV BRIDGESTONE	001-160-632	122.86		
			FETBGOV BRIDGESTONE	001-160-632	122.86CR		
01-04347	LEA ANNE STACY	193936	REISSUE CK JUNE 3, 2024 MTG	I 060324A	9/30/2024	50.00	
			JUNE 3, 2024 MEETING	001-550-599	50.00		
01-04347	LEA ANNE STACY	193937	REISSUE CK- SEPT 9, 2024 MTG	I 090924A	9/30/2024	50.00	
			REISSUE CK- SEPT 9, 2024 MTG	001-550-599	50.00		
01-04347	LEA ANNE STACY	193938	OCTOBER 7, 2024 MEETING	I 100724	10/07/2024	50.00	
			OCTOBER 7, 2024 MEETING	001-550-599	50.00		
01-06732	RYAN STACY	193939	ADV TRAVEL: 10-21-24 -10-23-24	I 202410099086	10/09/2024	156.40	
			ADV TRAVEL: 10-21-24 -10-23-24	001-100-610	156.40		
01-06334	STEFAN STAFFORD	193940	2GAMES@35.00: 10-01-24	I 202410109120	10/01/2024	70.00	
			2GAMES@35.00: 10-01-24	001-340-690	70.00		
01-03641	STAPLES BUSINESS CREDIT	193941	CLIPBOARD	I 6012627204	9/25/2024	53.10	
			CLIPBOARD	001-180-540	53.10		
01-03641	STAPLES BUSINESS CREDIT	193942	JAN SUPPLIES - CH	I 6012627205	9/25/2024	95.65	
			TISSUE	001-092-510	19.38		
			TRASH BAG	001-092-510	37.91		
			TRASH BAG	001-092-510	38.36		
01-03641	STAPLES BUSINESS CREDIT	193943	DRY ERASE MARKERS	I 6012627206	9/25/2024	54.55	
			DRY ERASE MARKERS	001-180-540	40.81		
			METAL CARBINER METAL	001-180-540	13.74		
01-03641	STAPLES BUSINESS CREDIT	193944	OFFICE SUPPLIES - CD	I 6012627207	9/25/2024	177.10	
			FOLDER RED LETTER	001-180-540	18.93		
			FOLDER RED LEGAL	001-180-540	103.44		
			FILE FOLDER RED	001-180-540	14.44		
			FILE EXP	001-180-540	40.29		
01-67940	STAR SERVICE INC OF JACKS	193945	FD - A/C WEIGHT RM ST.2	I SJ0001356	9/05/2024	300.00	
			TRAVEL	001-160-637	30.00		
			LABOR	001-160-637	270.00		
01-67940	STAR SERVICE INC OF JACKS	193946	CLEANOUT REHEAT COILS	I SJ0001372	9/24/2024	2,820.67	
			CLEANOUT REHEAT COILS	001-100-635	2,820.67		
01-68200	STATE TREASURER	193947	SEPTEMBER 2024	I 202410079043	9/30/2024	36,059.22	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-68200	STATE TREASURER	193947	SEPTEMBER 2024	I 202410079043	9/30/2024	36,059.22
			SEPTEMBER 2024	001-000-332	25,421.71	
			SEPTEMBER 2024	001-000-107	531.61	
			SEPTEMBER 2024	001-000-114	148.19	
			SEPTEMBER 2024	001-000-116	265.77	
			SEPTEMBER 2024	001-000-113	9,691.94	
01-68515	STERN-WILLIAMS COMPANY I	193948	S399-0002 WATER REGULATOR	I 20950	10/02/2024	1,014.34
			S399-0002 REGULATOR	400-650-575	1,003.70	
			FREIGHT	400-650-575	10.64	
01-02858	BILLY STRINGER	193949	ADV TRAV: 10-27-24 - 10-30-24	I 202410048987	10/04/2024	543.95
			ADV TRAV: 10-27-24 - 10-30-24	400-650-610	543.95	
01-69155	SUNBELT FIRE APPARATUS IN	193950	FD - LIGHTS LADDER 1	I 00017793	9/16/2024	52.98
			LIGHTS LADDER 1	001-160-632	27.98	
			FREIGHT	001-160-632	25.00	
01-69155	SUNBELT FIRE APPARATUS IN	193951	FD - MSAA	I 00018351	9/30/2024	1,111.00
			FD - MSAA	001-160-540	418.00	
			CARVED BRASS EAGLE	001-160-540	418.00	
			LEATHER FRONT HELMET	001-160-540	240.00	
			SHIPPING	001-160-540	35.00	
01-06312	SUPER SMART SHOPPERS	193952	CID SUPPLIES	I PS-INV103769	9/25/2024	970.04
			LATENT PRINT TAPE 2"	001-100-540	69.90	
			LATENT PRINT TAPE 4"	001-100-540	129.90	
			EVID. BAG 12X7X17	001-100-540	36.75	
			EVID. BAG 8X5X18	001-100-540	145.00	
			EVID. POUCHES 9X12	001-100-540	185.00	
			EVID. POUCHES 12X16	001-100-540	230.00	
			FIBERGLASS BRUSH	001-100-540	92.50	
			DVD SLEEVES	001-100-540	11.99	
			FREIGHT	001-100-540	69.00	
01-05044	MITCHELL TATE	193953	CLOTHING ALLOWANCE FY 25	I 202410119132	10/11/2024	825.00
			CLOTHING ALLOWANCE FY 25	001-100-535	825.00	
01-70350	TEMPLE INC	193954	REPAIR SIGNAL CONFLICT MO	I INV0234933.1	9/19/2024	500.00
			REPAIR SIGNAL CONFLICT MO	001-201-604	500.00	
01-70350	TEMPLE INC	193955	REPAIR SIGNAL CONTROLLER	I INV0235579.1	9/19/2024	1,275.00
			REPAIR SIGNAL CONTROLLER	001-201-604	1,250.00	
			FREIGHT	001-201-604	25.00	
01-70350	TEMPLE INC	193956	REPAIR CONFLICT MONITOR	I INV0235747.1	9/19/2024	125.00
			REPAIR CONFLICT MONITOR	001-201-604	125.00	
01-70350	TEMPLE INC	193957	REPAIR SIGNAL CONTROLLER	I INV0238306.1	9/19/2024	1,175.00
			REPAIR SIGNAL CONTROLLER	001-201-604	1,150.00	
			FREIGHT	001-201-604	25.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-70350	TEMPLE INC	193958	REPAIR CONFLICT MONITOR REPAIR CONFLICT MONITOR FREIGHT	I INV0245028.1 001-201-604 001-201-604	9/19/2024 190.00 20.00	210.00
01-70350	TEMPLE INC	193959	COUNTDOWN LED COUNTDOWN LED FREIGHT	I INV0247374 001-201-575 001-201-575	9/23/2024 1,670.00 80.81	1,750.81
01-70350	TEMPLE INC	193960	HCP FLASHING YELLOW ARROW 12" 2FYA ALUM SIGNAL 4 SECTION MAST ARM R10-12M 30X36 SIGN FREIGHT	I INV0247415 001-201-575 001-201-575 001-201-575 001-201-575	9/24/2024 482.00 380.00 234.00 185.42	1,281.42
01-03419	THINKWEBSTORE.COM	193961	VIRTUAL HISTORY TRAIL VIRTUAL HISTORY TRAIL TV SLIDESHOW DESIGN	I 8820 001-093-604 001-093-604	9/24/2024 2,800.00 350.00	3,150.00
01-06336	WILLIAM THOMPSON JR	193962	3GAMES@35.00: 10-01-24 3GAMES@35.00: 10-01-24	I 202410109126 001-340-690	10/01/2024 105.00	105.00
01-02035	PAULA TIERCE	193963	REIMBURSE FOR PAYMENT OF GAS REIMBURSE FOR PAYMENT OF GAS	I 202410018971 001-080-610	9/30/2024 30.75	30.75
01-05489	TIREHUB LLC	193964	P348 TIRES 245/55R18 GY RSAP348 TIRE FEE	I 44644482 001-100-632 001-100-632	9/23/2024 528.00 4.00	532.00
01-05489	TIREHUB LLC	193965	P390 TIRES 235/65R18 MS TIRE FEE	I 44721651 001-100-632 001-100-632	9/27/2024 496.68 4.00	500.68
01-06337	WILLIE TOBIAS	193966	3GAMES@35.00: 10-01-24 3GAMES@35.00: 10-01-24	I 202410109127 001-340-690	10/01/2024 105.00	105.00
01-00449	RONNIE TOMPKINS	193967	ADV TRAV: 10-16-24 - 10-18-24 ADV TRAV: 10-16-24 - 10-18-24	I 202410048988 001-201-610	10/04/2024 307.05	307.05
01-71850	TRAFFIC CONTROL PRODUCTS	193968	NEWPOINTE DRIVE 6" THERMO CONT WHITE 6" THER EDGE WHITE THERMO LEGEND WHITE TWO WAY YEL RPM	I T-3041 001-201-603 001-201-603 001-201-603 001-201-603	8/30/2024 2,304.00 2,480.00 750.00 225.00	5,759.00
01-06720	TRI-COUNTY DIESEL LLC	193969	FD - BRAKE REPAIR LAD# 1 CALL OUT LABOR BRAKE CHAMBER	I 4838 001-160-632 001-160-632 001-160-632	10/01/2024 125.00 625.00 138.02	888.02
01-06335	BRIAN TRIPP	193970	3GAMES@35.00: 10-01-24 3GAMES@35.00: 10-01-24	I 202410109125 001-340-690	10/01/2024 105.00	105.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-04160	TRUST CARE HEALTH LLC	193971	08-21-24 - 09-04-24 SERVICES	I 10032K19538	10/01/2024	535.00
			08-21-24 - 09-04-24 SERVICES	001-100-604	305.00	
			08-21-24 - 09-04-24 SERVICES	001-160-604	115.00	
			08-21-24 - 09-04-24 SERVICES	400-650-604	115.00	
01-02393	TYLER TECHNOLOGIES	193972	NOV 2024 - OCT 2025 MAINTENANC	I 025-479735	10/01/2024	5,980.61
			NOV 2024 - OCT 2025 MAINTENANC	001-040-635	2,643.24	
			NOV 2024 - OCT 2025 MAINTENANC	001-180-635	1,668.69	
			NOV 2024 - OCT 2025 MAINTENANC	400-650-635	1,668.68	
01-02393	TYLER TECHNOLOGIES	193973	OCTOBER 2024 MONTHLY FEE	I 025-480107	10/01/2024	370.00
			OCTOBER 2024 MONTHLY FEE	400-650-604	370.00	
01-02393	TYLER TECHNOLOGIES	193974	UTILITY BILLINGS NOTIFICATIONS	I 025-481928	9/30/2024	115.40
			UTILITY BILLINGS NOTIFICATIONS	400-650-604	115.40	
01-00544	U.S. LAWNS OF JACKSON	193975	OCTOBER 2024 FEES	I 51581	10/01/2024	826.75
			OCTOBER 2024 FEES	001-100-637	826.75	
01-00544	U.S. LAWNS OF JACKSON	193976	LANDSCAPE MAINTENANCE	I 51639	10/01/2024	8,442.00
			LANDSCAPE MAINTENANCE	001-340-604	8,442.00	
01-00544	U.S. LAWNS OF JACKSON	193977	HARBOR DRIVE	I 51640	10/01/2024	1,500.00
			HARBOR DRIVE	001-201-604	1,500.00	
01-00544	U.S. LAWNS OF JACKSON	193978	MONTHLY MAINTENANCE	I 51641	10/01/2024	3,599.00
			JESSAMINE CEMETERY	001-201-604	1,100.00	
			SPILLWAY ROAD	001-201-604	2,499.00	
01-00544	U.S. LAWNS OF JACKSON	193979	COUNTY LINE RD MAINTENANCE	I 51642	10/01/2024	3,967.42
			COUNTY LINE RD MAINTENANCE	001-201-604	3,967.42	
01-00544	U.S. LAWNS OF JACKSON	193980	JACKSON ST PARKING LOT	I 51643	10/01/2024	816.67
			JACKSON ST PARKING LOT	001-201-604	816.67	
01-00544	U.S. LAWNS OF JACKSON	193981	LAKE HARBOUR AT NORTH PARK DR	I 51644	10/01/2024	997.50
			LAKE HARBOUR AT NORTH PARK DR	001-201-604	997.50	
01-00544	U.S. LAWNS OF JACKSON	193982	I-55 INTERCHANGE	I 51645	10/01/2024	7,799.50
			I-55 INTERCHANGE	001-201-604	7,799.50	
01-00544	U.S. LAWNS OF JACKSON	193983	MONTHLY ROADSIDE MAINTENANCE	I 51695	9/30/2024	31,974.68
			MONTHLY ROADSIDE MAINTENANCE	001-201-604	31,974.68	
01-00544	U.S. LAWNS OF JACKSON	193984	I-55 FRONTAGE ROADS	I 51697	9/30/2024	3,697.70
			I-55 FRONTAGE ROADS	001-201-604	3,697.70	
01-05321	UNIFORM NAME TAPE COMPANY	193985	FD - HELMETS	I 52642	12/16/2023	562.00
			HELMET PATCHES	001-160-540	550.00	
			SHIPPING	001-160-540	12.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03710	UNION AUTO PARTS	193986	AUTO PARTS	I 2904026-00	9/24/2024	122.38
			BRAKE PADS F P381	001-100-632	70.19	
			BRAKE PADS R P381	001-100-632	52.19	
01-03710	UNION AUTO PARTS	193987	AUTO PARTS	I 2905188-00	9/25/2024	111.70
			21IN WIPER BLADE	001-100-632	55.85	
			26IN WIPER BLADE	001-100-632	55.85	
01-03710	UNION AUTO PARTS	193988	SHIFT CABLE	I 2905579-00	10/03/2024	157.30
			SHIFT CABLE	400-650-632	62.51	
			DOOR HINGE	400-650-632	94.79	
01-03710	UNION AUTO PARTS	193989	AUTO PARTS	I 2905936-00	9/26/2024	92.06
			CAF CHARGER	001-100-632	44.96	
			HEADLIGHT LAMP	001-100-632	42.39	
			HEADLIGHT LAMP	001-100-632	4.71	
01-06545	USIC LOCATING SERVICES LL	193990	09-01-24 - 09-30-24 SERVICES	I 688616	9/30/2024	6,044.85
			09-01-24 - 09-30-24 SERVICES	400-650-603	6,044.85	
01-05578	VECTOR DISEASE CONTROL IN	193991	REISSUE CK SEPTEMBER 2024 SVCS	I PI-A00015286A	9/30/2024	18,857.00
			REISSUE CK SEPTEMBER 2024 SVCS	001-250-604	18,857.00	
01-05578	VECTOR DISEASE CONTROL IN	193992	OCTOBER 2024 MOSQUITO CONTROL	I PI-A00015567	10/01/2024	18,857.00
			OCTOBER 2024 MOSQUITO CONTROL	001-250-604	18,857.00	
01-01546	VENABLE GLASS SERVICES	193993	WINDSHIELD P378	I 1-386028	9/05/2024	295.00
			WINDSHIELD P378	001-100-632	295.00	
01-02597	VERIZON WIRELESS	193994	742166727: 08-26-24 - 09-25-24	I 9974791473	9/25/2024	240.16
			742166727: 08-26-24 - 09-25-24	001-100-605	240.16	
01-04258	MICHAEL K VOLK	193995	2GAMES@35.00: 10-01-24	I 202410109128	10/01/2024	70.00
			2GAMES@35.00: 10-01-24	001-340-690	70.00	
01-75100	WAGGONER ENGINEERING INC	193996	PROJECT #101.0017001.000	I 42976	9/15/2024	594.00
			PROJECT #101.0017001.000	001-201-600	594.00	
01-75100	WAGGONER ENGINEERING INC	193997	PROJECT #101.0021259.004	I 43005	10/01/2024	6,271.06
			PROJECT #101.0021259.004	400-650-600	6,271.06	
01-75100	WAGGONER ENGINEERING INC	193998	PROJECT #101.0021259.002	I 43006	10/01/2024	5,631.29
			PROJECT #101.0021259.002	475-650-600	5,631.29	
01-75100	WAGGONER ENGINEERING INC	193999	PROJECT #101.0021267.000	I 43007	10/01/2024	1,948.70
			PROJECT #101.0021267.000	325-601-600	1,948.70	
01-75100	WAGGONER ENGINEERING INC	194000	PROJECT #101.0023088.000	I 43008	10/01/2024	23,850.85
			PROJECT #101.0023088.000	350-603-600	8,030.00	
			PROJECT #101.0023088.000	350-602-600	15,820.85	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75450	WALMART	194001	FD - SUPPLIES	I 02355B	9/23/2024	241.39
			409 LEMON	001-160-510	17.70	
			LYSOL SPRAY	001-160-510	83.64	
			LYSOL TWN LEMON	001-160-510	20.91	
			CLOROX BLEACH	001-160-510	14.34	
			CLOROX BOWL CLEANER	001-160-510	19.92	
			GV SPONGE	001-160-510	3.88	
			PLEDGE DUST ALL	001-160-510	10.76	
			EZ OFF	001-160-510	4.97	
			POL OXY	001-160-510	15.96	
			SW GLASS CLEAN	001-160-510	2.48	
			GLASS CLN 2PK	001-160-510	4.74	
			FG COFFEE	001-160-540	29.74	
			GV LED BOX	001-160-540	6.88	
			GV CREAMER	001-160-540	5.47	
01-75450	WALMART	194002	MYC ORIENTATION	I 02759	9/27/2024	33.94
			SPRITES	001-020-540	7.64	
			COKES	001-020-540	7.64	
			WATER	001-020-540	5.36	
			NAPKINS	001-020-540	3.32	
			PLATES	001-020-540	9.98	
01-75450	WALMART	194003	FD - SUPPLIES ST. 2	I 03958	9/27/2024	315.99
			LYSOL TOILET CLNER	001-160-510	14.91	
			BORIC ACID	001-160-510	5.78	
			TOILET BOWL CLEANER	001-160-510	3.54	
			TOILET BOWL CLNER	001-160-510	2.56	
			SCRUB DADDY	001-160-510	7.76	
			ABSORBER DRY TOWEL	001-160-510	23.76	
			CASCADE DISHWASHER	001-160-510	19.32	
			LYSOL SPRAY	001-160-510	3.97	
			LYSOL SPRAY	001-160-510	6.97	
			CLOROX BLEACH SPRAY	001-160-510	14.64	
			MULTI PURPOSE TOWEL	001-160-510	5.87	
			DISWASHING LIQUID	001-160-510	9.94	
			CLOROX SCENTIVA	001-160-510	9.76	
			GAIN LAUNDRY	001-160-510	19.88	
			GLASS CLEANER	001-160-510	9.48	
			FABULOSO	001-160-510	15.96	
			STAINLESS STEEL CLNE	001-160-510	4.74	
			FOLGERS 40.3 OZ	001-160-540	44.61	
			FOLGERS 33.7 OZ	001-160-540	14.44	
			EQUATE STOMACH RELIE	001-160-540	6.28	
			MEGUIAR TIRE SHINE	001-160-540	27.88	
			EQUATE ALCOHOL	001-160-540	5.36	
			MIST SPEED WAX	001-160-540	20.94	
			WATER	001-160-540	17.64	
01-75450	WALMART	194004	WATER	I 05032	10/03/2024	11.96
			WATER	001-020-540	11.96	

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	759,678.61
003	SANITATION	156,940.95
005	COURT SERVICES FEE FUND	41.89
103	FORFEITURE AND SEIZURE	2,197.00
218	COLONY PARK TIF BOND	2,000.00
220	RENAISSANCE PH 3 TIFF	1,433.33
316	EAST COUNTYLINE RD REHAB	13,539.05
317	LAKE HARBOUR OVERLAY	25,000.00
325	HIGHLAND COMMERCE DR	1,948.70
350	RIDGEWOOD RD DRAINAGE	23,850.85
400	PUBLIC UTILITIES FUND	776,758.41
404	EMCRS OPERATION & MAINT	30,352.47
467	METER SWAP PROJECT	122,462.26
475	HIGHLAND COLONY WELL TANK	5,631.29
=====		
TOTALS FOR ALL FUNDS =		1,921,834.81

9/30/2024 3:07 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 20263 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PYBK PAYROLL RELATED DISB

September 2024 month end

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00010	STATE TAX COMMISSION							
	I-T2 202409038791	STATE TAX WITHHOLDING	D	9/30/2024		12,901.00CR	001047	
	I-T2 202409178883	STATE TAX WITHHOLDING	D	9/30/2024		13,624.00CR	001047	26,525.00
00011	GOVT EMPL DEFERRED COMP P							
	I-ANN202409038791	ANNUITY	D	9/30/2024		3,287.50CR	001048	
	I-ANN202409178883	ANNUITY	D	9/30/2024		4,825.50CR	001048	8,113.00
00029	CITY OF RIDGELAND PAYROLL							
	I-RET202409038791	RETIREMENT	D	9/30/2024		138,901.30CR	001049	
	I-RET202409178883	RETIREMENT	D	9/30/2024		149,061.40CR	001049	287,962.70

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	322,600.70	322,600.70
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	322,600.70	322,600.70

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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A / P CHECK REGISTER

PAGE: 2

PACKET: 20263 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PYBK PAYROLL RELATED DISB

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	9/2024	287,163.38CR
005	9/2024	3,134.32CR
400	9/2024	30,456.76CR
404	9/2024	1,846.24CR
ALL		322,600.70CR

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 9/13/2024

PAY PERIOD ENDING: 9/26/2024

October 4, 2024 Payroll

*** GRAND TOTALS ***

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	736.00	39,797.60	VEH	22.40	AFA	AFACC	1036.91		FED W/H	516,727.28	44,674.45	
SMON	0.00	10,904.59			AFC	AFCAN	892.04		ST WH MS	516,727.28	15,814.00	
REG	19,071.00	487,742.30			AFD	AFSHO	1401.47		FICA	573,268.52	35,542.78	35542.78
R/O	9.25	211.14			AFH	AFHOS	438.40		MEDI	573,268.52	8,312.48	8312.48
O/T	336.75	10,602.56			AFS	AFSPE	192.56					
CE	144.39	0.00			ANN	ANUTY	3607.50					
CMPRG	44.25	0.00			C18	CHSUP	202.50					
COMP	32.00	814.86			C32	CHSUP	225.00					
SICK	585.00	15,117.90			C42	CHSUP	147.50					
VAC	533.25	14,893.28			C59	CHSUP	285.25					
HOL	171.25	3,653.73			C67	CHSUP	177.50					
FNRL	72.00	2,374.24			C70	CHSUP	107.00					
MLT	36.00	896.40			C73	CHSUP	86.50					
PARAM	0.00	3,846.20			C74	CHSUP	165.00					
SHIFT	0.00	425.00			C79	CHSUP	171.00					
FEQMT	0.00	35.48			C82	CHSUP	127.50					
TRAFF	0.00	1,941.94			C86	CHSUP	87.50					
MBNHI	21.00	1,017.87			C87	CHSUP	72.50					
TASKF	16.00	690.72			C88	CHSUP	327.50					
					C92	CHSUP	90.50					
					C94	CHSUP	382.50					
					C95	CHSUP	90.00					
					C96	CHSUP	85.50					
					CAF	ADMFE	111.75	130.24				
					CHC	CHCAR	1183.05					
					CRU	CRUN	3373.00					
					D91	GARNI	188.73					
					DCF	DENCF	2183.07	1260.77				
					DEN	DENTL	38.38	2263.31				
					FCE	FLEX	9.30					
					HCF	HTHCF	13190.72	20867.70				
					HLT	HELTH		47995.71				
					HRF	HRF	169.50	261.07				
					LIF	LIFE	13.86	958.16				
					PBA	POBEN	220.50					
					RET	RET	52933.74	105298.33				
					T85	TAXLE	220.44					
					T86	TAXLE	83.40					
					T87	TAXLE	328.22					
					UNR	UNREM	2674.45					
TOTALS: 21,808.14 594,965.81			22.40				87321.74	179035.29			104,343.71	43855.26

*** GRAND TOTALS ***

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	17,725.02	16,953.96	0.00	771.06	0.00	0.00	2,739.59	2,679.48	12,305.95
001-020	6,949.17	6,654.37	0.00	294.80	0.00	0.00	1,265.35	1,228.76	4,455.06
001-040	29,983.21	28,458.95	0.00	1,524.26	0.00	0.00	4,528.01	5,338.18	20,117.02
001-092	1,758.40	1,758.40	0.00	0.00	0.00	0.00	158.26	292.23	1,307.91
001-100	185,606.65	164,508.69	4,742.36	12,280.07	4,075.53	0.00	25,807.77	32,752.70	127,046.18
001-160	148,942.22	133,566.44	775.20	10,718.90	3,881.68	0.00	25,802.23	26,277.85	96,862.14
001-180	29,272.81	28,126.57	0.00	1,146.24	0.00	0.00	4,151.18	5,503.85	19,617.78
001-201	69,385.16	64,908.81	189.72	4,227.34	36.89	22.40	8,548.86	11,654.98	49,158.92
001-340	39,399.67	35,036.31	2,235.73	2,127.63	0.00	0.00	4,103.60	6,952.02	28,344.05
005-101	2,638.40	2,638.40	0.00	0.00	0.00	0.00	468.91	505.78	1,663.71
400-650	59,534.98	52,352.72	2,659.55	4,348.46	174.25	0.00	8,825.76	10,682.44	40,026.78
404-650	3,792.52	3,480.87	0.00	311.65	0.00	0.00	922.22	475.44	2,394.86

TOTALS	594,988.21	538,444.49	10,602.56	37,750.41	8,168.35	22.40	87,321.74	104,343.71	403,300.36
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