

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
July 1, 2025
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

June 9, 2025 and June 11, 2025

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

June 16, 2025

1. AGENDA ITEMS

- a) Mayor Pro-Temp Selection
- b) Cleaning of Private Property for John Adcock - Parcel #072I-32C-001/01.02
- c) Cleaning of Private Property for John Adcock - Parcel #072I-32C-001/01.00
- d) Cleaning of Private Property for 1516 Huntington Place
- e) Petition and Application to Rezone Real Property for Christ Covenant School

2. CONSENT ITEMS

- a) Appointments - Angela Richburg (City Clerk), Brian Myers (Police Chief), Jonathan Posey (Fire Chief), Alan Hart (Public Works Director), John Sidney North (Director of Recreation and Parks), Harold McCarley (Municipal Court Judge), Robert Camp (Municipal Court Judge), Boty McDonald (City Prosecutor), Charles B. Jones (Public Defender)
- b) Appoint City Attorney and Fix His Compensation
- c) Approve travel to the 2025 Mississippi Municipal League Conference.
- d) Award Contract for Old Agency Ditch Improvements and Authorize the Mayor to Sign the Contract with Hemphill Construction Company, Inc. in the amount of \$394,995.00
- e) Approve Budget Amendment to Transfer \$371,976 from 001-201-691 to 001-201-760 for the Old Agency Ditch Improvements Project
- f) Declare C.C. Lynch & Associates, Inc. as the Sole Source Provider of Teledyne ISCO Products and Authorize the Public Works Department to Purchase Replacement Sensors for \$7,579.00
- g) Approve Waggoner Invoice No. 44333 for CE&I Services for the Highland Colony Parkway Tank and Well Project

- h) Approve Waggoner Invoice Nos. 44343 and 44385 for CE&I Services for the Purple Creek Drainage Basin Improvements Project
- i) Approve Hemphill Construction Company, Inc. Pay Estimate No. 5 for the Purple Creek Drainage Improvements Project
- j) Declare Temple, Inc. as the Sole Source Provider of Clary Corporation's ITS and Traffic Power Conditioning and UPS Systems and Authorize the Public Works Department to Purchase the Clary Battery Set and the Clary UPS Units for a total of \$34,439.
- k) Surplus and Donate the Talking Trash Cans that were Built by Ridgeland High School and are kept at each Madison County School in Ridgeland
- l) Reaffirm and Amend the Roadside and Sewer Easement Maintenance Contract with US Lawns to Include Additional Maintenance Areas
- m) Affirm the Current Vector Disease Control, Inc. Agreement for Mosquito Spraying
- n) Grant the Public Works Department the Authority to Advertise for RFPs for Debris Monitoring and Debris Collection Agreement and Establish a Selection Committee to include: Alan Hart, Paul Forster, Matt Dodd,
- o) Authorize the Mayor to Sign the Contract with AF&G, LLC for the 2025 Thermoplastic Pavement Markings on Designated City Streets Project
- p) Authorize the Mayor to Sign the Memorandum of Understanding between the University of Mississippi Medical Center and the City of Ridgeland, MS for Water Supply.
- q) Authorize the Public Works Department to Advertise for Bids for Roadside and Ditch Spraying Services
- r) Set Public Hearing to Consider Amendments to the Zoning Ordinance Text for August 5, 2025 at 6pm before the Mayor and Board of Aldermen
- s) Adopt Social Media Policy

3. PAYMENT OF CLAIMS

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
June 9, 2025
5:00 PM**

The Mayor opened the June 9, 2025 special 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 D.I. Smith, Alderman Bill Lee, and City Clerk Paula Tierce. Absent was Alderman Brian Ramsey. The meeting was opened with an invocation by Alderman Wesley Hamlin followed by the pledge of allegiance.

City Clerk, Paula Tierce, adjudicated that proper notice of the special call meeting was made; a copy of the notice is attached hereto as Exhibit "A".

The Mayor announced the need to go into Executive Session to discuss a personnel matter. Alderman Chuck Gautier moved to go into Closed Session to discuss the need of going into Executive Session to discuss a personnel matter. The motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder,
Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Absent: Alderman Brian Ramsey
The Mayor then declared the Motion carried.

CLOSED SESSION

Alderman Wesley Hamlin moved to go into Executive Session to discuss a personnel matter. The motion was seconded by Aldermen Bill Lee and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder,
Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Absent: Alderman Brian Ramsey
The Mayor then declared the Motion carried.

EXECUTIVE SESSION

Alderman Wesley Hamlin moved to leave Executive Session. The motion was seconded by Aldermen

Chuck Gautier and a vote was taken thereon as follows:

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

Nay(s): None

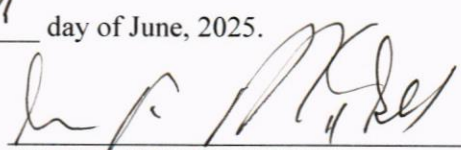
Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

The Mayor reopened the meeting and announced that there was no action taken by the Board of Aldermen during the Executive Session.

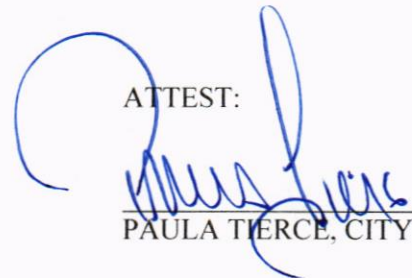
There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:23 p.m.

WITNESS MY SIGNATURE, this the 12th day of June, 2025.



GENE F. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK



**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
June 17, 2025
6:00 PM**

The Mayor opened the June 17, 2025 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 Wesley Hamlin followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided a copy of the June 2025 Sales Tax Report.

Ridgeland Miss Hospitality Malee Davidson was introduced by Mayor Gene McGee.

Mayor McGee then recognized Carlos Richardson for being selected Officer of the Month for April, 2025. Mayor McGee announced that Officer Richardson responded to reports of possible auto burglars in an apartment complex and observed a group of males actively burglarizing a blue Infiniti sedan in the parking lot. Demonstrating composure and tactical judgment, he detained two suspects at the scene. When two additional suspects fled on foot, Officer Richardson initiated a foot pursuit and successfully apprehended one of the fleeing individuals. Mayor McGee commended Officer Carlos Richardson for a job well done and encouraged him to keep up the good work.

Next came the recognition of Brenda Collette for her initiative in keeping Ridgeland beautiful and her neighborhood maintained. Mrs. Collette was presented a key to the city by Alderman Wesley Hamlin.

Next came the matter of accepting the Minutes of the June 3, 2025 and June 9, 2025 Board of Aldermen meetings. The Minutes were accepted with no corrections noted.

Next came the consideration of the Consent Agenda. Alderman D. I. Smith moved to approve the Consent Agenda as follows:

- a) Declare Puckett Machinery the Lowest and Best Bid for the Generators - Fire Department - Order Attached Hereto as Exhibit "A"
- b) Purchase of Training Rescue Mannequin - Fire Department - Order Attached Hereto as Exhibit "B"
- c) Surplus items non-operable -Fire Department - Resolution Attached Hereto as Exhibit "C"
- d) Declare Crash Champions the Lowest and Best Bidder for the repairs to the 2015 Ford F-150 Truck (Public Works) - Order Attached Hereto as Exhibit "D"
- e) Approve Budget Amendment Transferring \$105,571.10 from 001-201-604 (Professional Fees) to 001-201-575 (Street Materials) - Resolution Attached Hereto as Exhibit "E"
- f) Approve Pay Estimate No. 4 for Hemphill Construction Company, Inc. for the Highway 51 / Lake Harbour Drive Intersection Improvements Project - Order Attached Hereto as Exhibit "F"
- g) Authorize the Mayor to Sign an Agreement with Dean Engineering Solutions, Inc. for the Design and CE&I for the Topgolf Drive Traffic Signal on Colony Park Boulevard - Order Attached Hereto as Exhibit "G"
- h) Authorize the Mayor to Sign an Agreement with Dean Engineering Solutions, Inc. for the Design and CE&I for the Topgolf Drive Road Extension - Order Attached Hereto as Exhibit "H"
- i) Approve CE&I Pay Estimate No. 7 for Michael Baker International, Inc. for the Highway 51 / Lake Harbour Drive Intersection Improvements Project - Order Attached Hereto as Exhibit "I"
- j) Authorize the Public Works Director to Advertise for Term Bids for FY26 - Order Attached Hereto as Exhibit "J"
- k) Accept Right-of-way Donation from Pracon MS Fund I, LLC - Order Attached Hereto as Exhibit "K"
- l) Special Event - Pearl River Valley Independence Day Celebration (Police Department) - Order Attached Hereto as Exhibit "L"
- m) Budget for Amendment for Purple Creek Phase 3 - Legislative Pre-Disaster Mitigation Grant Funding - Resolution Attached Hereto as Exhibit "M"
- n) Budget Amendment for West Jackson Street (Railroad District) Corridor Improvements - SS4A Demonstration Project - Resolution Attached Hereto as Exhibit "N"
- o) Budget Amendment Transferring Funds from the Colony Park Water and Sewer Funds to the Topgolf Drive Fund - Resolution Attached Hereto as Exhibit "O"
- p) Budget Amendment - Accept and Approve Check from Madison County Board of Supervisors (Police Department) - Resolution Attached Hereto as Exhibit "P"

- q) Consideration of Demolition Bids and Budget Amendment for 373 Red Eagle Circle - Order Attached Hereto as Exhibit "Q"
- r) Consideration of Demolition Bids and Budget Amendment for 325 West Oak Leaf Court - Order Attached Hereto as Exhibit "R"
- s) Sewer Adjustments - Order Attached Hereto as Exhibit "S"
- t) Approve Resolution Imposing Special Tax of 1% on Restaurants and 2% on Hotels Effective October 1, 2025 - Resolution Attached Hereto as Exhibit "T"
- u) Budget Amendment Decreasing General Fund \$15,693.04 and Increasing Accounts 001-020-420 \$12,249.93, 001-020-460 \$2,505.99, and 001-020-470 \$937.12 - Resolution Attached Hereto as Exhibit "U"
- v) Approve Resolution Designating Mayor Gene McGee the Mississippi Municipal League 2025 Voting Delegate and Alderman D. I. Smith the Alternate - Resolution Attached Hereto as Exhibit "V"
- w) Approve Contract Supplemental Agreement No. 2 for the City-wide Dead Tree and Limb Removal and Disposal Project Increasing the Contract Amount by \$46,324.00 and 87 Days - Order Attached Hereto as Exhibit "W"
- x) Approve Agreement with Bear Creek Water Association for the Collection of Garbage Fees - Order Attached Hereto as Exhibit "X"

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): None
Abstention(s): None

The Mayor then declared the Motion carried.

Next came the payment of claims 198729 - 199163 and June 13, 2025 Payroll (\$2,155,362.93). Alderman Wesley Hamlin moved to approve. The Motion was seconded by Alderman Ken Heard 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.

The Mayor announced the need to go into Executive Session to discuss pending litigation. Alderman Kevin Holder moved to go into Closed Session to discuss the need of going into Executive Session to discuss pending litigation. The motion was seconded by Alderman Brian Ramsey 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.

CLOSED SESSION

Alderman Kevin Holder moved to go into Executive Session to discuss pending litigation. 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): None

Abstention(s): None

The Mayor then declared the Motion carried.

EXECUTIVE SESSION

Alderman D. I. Smith moved to leave the Executive Session. 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 Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

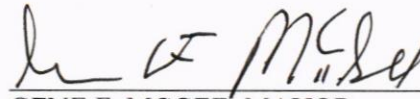
Abstention(s): None

The Mayor then declared the Motion carried.

The Mayor reopened the meeting and announced that there was no action taken by the Board of Aldermen during the Executive Session.

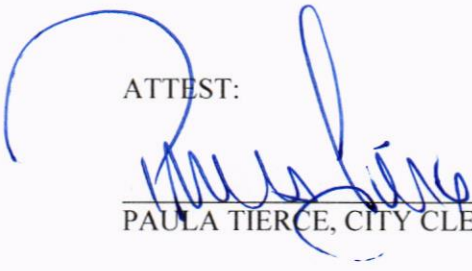
There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:22 p.m.

WITNESS MY SIGNATURE, this the 18th day of June, 2025.



GENE F. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK



**MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF RIDGELAND, MISSISSIPPI
JUNE 16, 2025
6:00 P.M.**

Mayor opened the June 9, 2025 special meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier (via telephone), Alderman Wesley Hamlin, Alderman Brian Ramsey, Alderman Ken Heard, Alderman Kevin Holder, Alderman D.I. Smith, Alderman Bill Lee, City Attorney Zach Giddy and City Clerk Paula Tierce.

City Clerk, Paula Tierce, adjudicated that proper notice of the special call meeting was made; a copy of the notice is attached hereto as Exhibit "A".

The Mayor presented the agenda for June 17, 2025. Each item was discussed with no action being taken. The agreement with Bear Creek Water Association for the collection of garbage fees was added to the Consent Agenda.

The Mayor announced the need of going into Executive Session to discuss a personnel issue. Alderman Wesley Hamlin moved to go into Closed Session to discuss the need of going into Executive Session to discuss a personnel issue. The motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder,
Alderman D. I. Smith, Alderman Ken Heard, Alderman Bill Lee, Alderman Kevin
Holder
Nay(s): None
Absent: None

CLOSED SESSION

Alderman Wesley Hamlin moved to go into Executive Session to discuss a personnel issue. 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 Kevin Holder,
Alderman D. I. Smith, Alderman Ken Heard, Alderman Bill Lee, Alderman Kevin
Holder
Nay(s): None
Absent: None

EXECUTIVE SESSION

Alderman Wesley Hamlin moved to appoint Jonathon Posey Fire Chief effective July 1, 2025 at the rate of M13 Step 26. 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 Kevin Holder,
Alderman D. I. Smith, Alderman Ken Heard, Alderman Bill Lee, Alderman Kevin
Holder
Nay(s): None
Absent: None

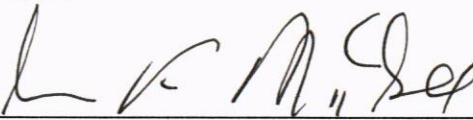
Alderman Wesley Hamlin moved to leave Executive Session. The motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder,
Alderman D. I. Smith, Alderman Ken Heard, Alderman Bill Lee, Alderman Kevin
Holder
Nay(s): None
Absent: None

The Mayor reopened the meeting and announced that a vote on a sensitive personnel matter was made by the Board of Aldermen and that said vote would appear in the minutes.

There being no further action by the Board of Aldermen, the Mayor adjourned the meeting at 6:52 p.m.

This the 18th day of June, 2025.



GENE F. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK



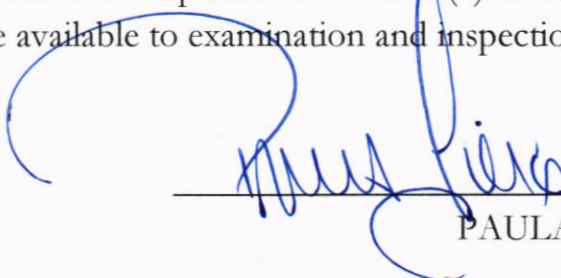
**NOTICE OF SPECIAL CALLED MEETING OF
THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MISSISSIPPI**

Notice of a special meeting of the Mayor and Board of Aldermen is hereby given by the undersigned. Said meeting shall be held on Monday, June 16, 2025 6:00 P.M. at City Hall, 100 W School St, Ridgeland, Mississippi. The business to be brought before the meeting shall be:

Agenda for Regular Meeting on Tuesday, June 17, 2025

Personnel Issue

Pursuant to the provisions of Section 21-3-21 and 25-41-13(a) of the Mississippi Code of 1972, a copy of this notice shall be given to the Mayor and all other members of Board of Aldermen via electronic mail or personal hand-delivery three (3) hours before the special meeting and a copy hereof entered into the minutes of same meeting; additionally, this Notice shall be posted within one (1) hour after such meeting is called in a prominent place available to examination and inspection by the general public.



PAULA TIERCE, CITY CLERK



**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
June 17, 2025
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

June 3, 2025 and June 9, 2025

1. AGENDA ITEMS

2. CONSENT ITEMS

- a) Reverse Bid Proposal on Generators - Fire Department
- b) Purchase of Training Rescue Mannequin - Fire Department
- c) Surplus items non-operable -Fire Department
- d) Declare Crash Champions the Lowest and Best Bidder for the repairs to the 2015 Ford F-150 Truck (Public Works)
- e) Approve Budget Amendment Transferring \$105,571.10 from 001-201-604 (Professional Fees) to 001-201-575 (Street Materials)
- f) Approve Pay Estimate No. 4 for Hemphill Construction Company, Inc. for the Highway 51 / Lake Harbour Drive Intersection Improvements Project
- g) Authorize the Mayor to Sign an Agreement with Dean Engineering Solutions, Inc. for the Design and CE&I for the Topgolf Drive Traffic Signal on Colony Park Boulevard
- h) Authorize the Mayor to Sign an Agreement with Dean Engineering Solutions, Inc. for the Design and CE&I for the Topgolf Drive Road Extension
- i) Approve CE&I Pay Estimate No. 7 for Michael Baker International, Inc. for the Highway 51 / Lake Harbour Drive Intersection Improvements Project
- j) Authorize the Public Works Director to Advertise for Term Bids for FY26
- k) Approve Contract Supplemental Agreement No. 2 for the City-wide Dead Tree and Limb Removal and Disposal Project Increasing the Contract Amount by \$46,324.00 and 87 Days
- l) Accept Right-of-way Donation from Pracon MS Fund I, LLC
- m) Special Event - Pearl River Valley Independence Day Celebration (Police Department)
- n) Budget for Amendment for Purple Creek Phase 3 - Legislative Pre-Disaster Mitigation Grant Funding
- o) Budget Amendment for West Jackson Street (Railroad District) Corridor Improvements - SS4A Demonstration Project

- p) Budget Amendment Transferring Funds from the Colony Park Water and Sewer Funds to the Topgolf Drive Fund
- q) Budget Amendment - Accept and Approve Check from Madison County Board of Supervisors (Police Department)
- r) Consideration of Demolition Bids and Budget Amendment for 373 Red Eagle Circle
- s) Consideration of Demolition Bids and Budget Amendment for 325 West Oak Leaf Court
- t) Sewer Adjustments
- u) Approve Resolution Imposing Special Tax of 1% on Restaurants and 2% on Hotels Effective October 1, 2025
- v) Budget Amendment Decreasing General Fund \$17,969.00 and Increasing Accounts 001-020-420 \$14,000.00, 001-020-460 \$2,898.00, and 001-020-470 \$1,071.00
- w) Approve Resolution Designating Mississippi Municipal League 2025 Voting Delegates

3. PAYMENT OF CLAIMS

- a) 198729 - 199163 and June 13, 2025 Payroll (\$2,155,362.93)

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

June 2025 Sales Tax Report

MEMORANDUM

To: Mayor and Board of Aldermen

From: Tally Berry, Code Enforcement Manager
Community Development Department

Date: June 4, 2025

Re: Code Enforcement

Pursuant to State Statute 21-19-11, I recommend that the Mayor and Board of Aldermen conduct a hearing for Cleaning of Private Property for the following property to determine if this property is in need of cleaning due to various health, safety, and welfare hazards. Please see attached files for notice requirements and reference of the violations at this property.

Parcel Number: 072I-32C-001/01.02

Thank you for your consideration of this matter. Please contact me if you have any questions.

APPROVED





NOTICE OF HEARING

Date: June 4, 2025

To: JWA Property Holdings, LLC
ATTN: John Adcock
705 S Main St. Ste. A
Petal, MS. 39465

JWA Property Holdings, LLC
ATTN: John Adcock
26 Town Center Sq.
Hattiesburg, MS. 39402

Neil Rogers
309 S 40th Ave
Hattiesburg, MS. 39402

RE: Hearing for determination of whether the referenced property constitutes a public menace

Property: Ridgeland, MS.

Madison County Parcel No.: 072I-32C-001/01.02

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code Section 21-19-11 whether the referenced real property, owned by you or otherwise affiliated, is in such a state of uncleanness to be a menace to the public health, safety and or/welfare of the community. We have identified the following (but not limited to) issues at the referenced property:

- | | | |
|---|---|---|
| ☒ Tall Grass/Unkempt Yard | ☒ Accumulation of debris/junk | ☐ Abandoned personal property |
| ☐ Dilapidated Structure(s) | ☒ Rubbish | ☐ Standing Water, Cistern(s), or cesspool(s) |
| ☐ Abandoned Building(s) | ☐ Abandoned slab(s) | ☒ Other: Removal of deal trees. |
| ☐ Dilapidated Fence(s) | | |

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, at its meeting dated **Tuesday 7-1-2025 at 6:00pm at the Ridgeland City Hall, 100 West School Street, Ridgeland, Mississippi 39157**, wherein you will have the opportunity to be heard and the determination will be made as to whether your property is a menace to the public health, and/or safety welfare of the community. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may still be made. Adjudication at this hearing will authorize the City of Ridgeland to take appropriate action to eliminate the menace condition and may include entering the property to demolish structure(s) and clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Ridgeland, Mississippi or its contractor to enter the property for the same purpose for a period of two (2) years after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered to resolved a menace condition.

Further, under section 21-19-11, the Mayor and Board of Aldermen may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed one-thousand, five-hundred dollars (\$1,500) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Mayor and Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please contact **Tally Berry, City of Ridgeland Code Enforcement Manager, at (601) 856-3877** during normal business hours.

Under my hand, this 4th day of June, 2025
CITY of Ridgeland, MISSISSIPPI

BY: 
Alan Hart, PLA, Director of Public Works

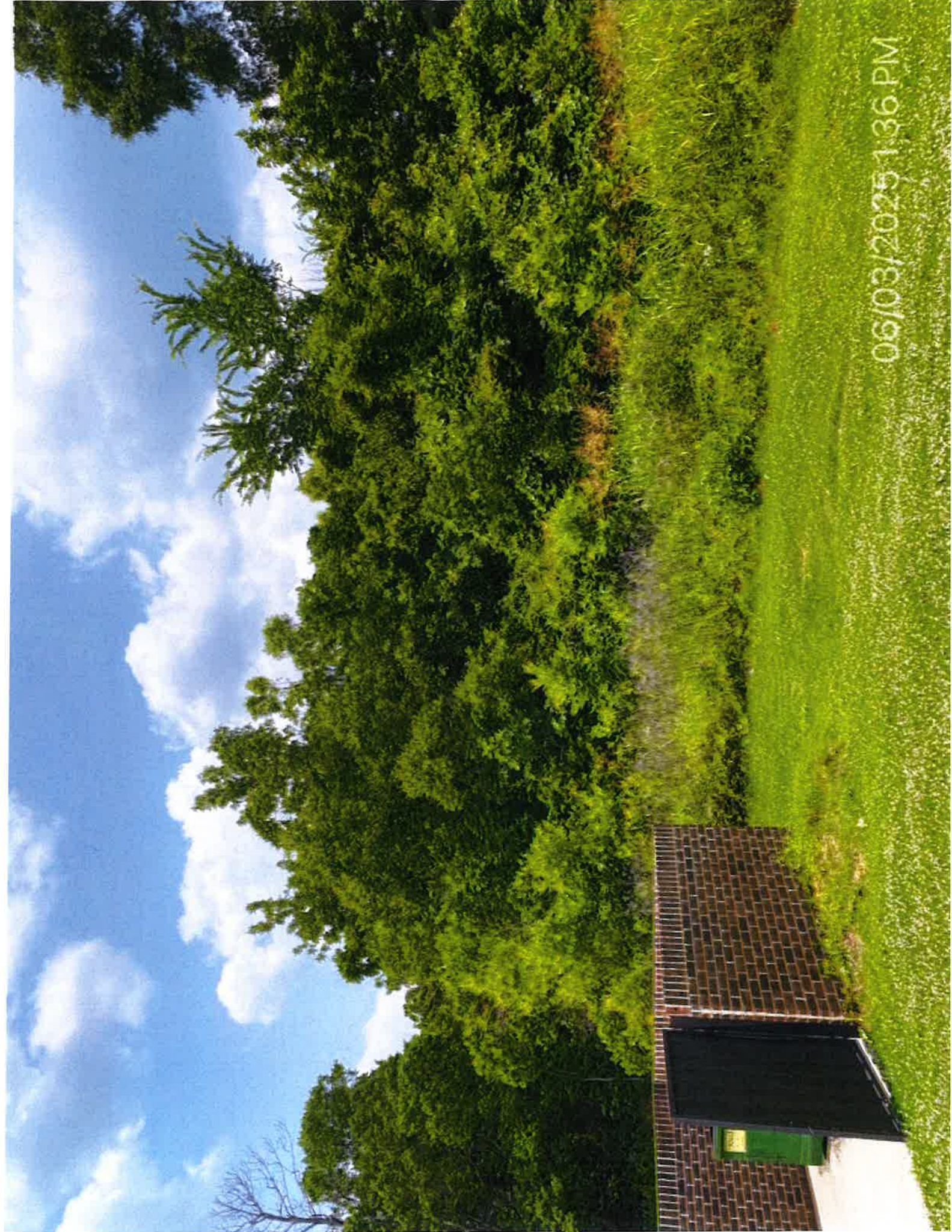
mailing address: P.O. Box 217 • Ridgeland, Ms 39158
street address: 100 W. School Street • Ridgeland, Ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

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

board of aldermen: D.L. 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



06/03/2025 1:34 PM



06/03/2025 1:36 PM

PLEASE WIPE YOUR FEET



You Part You Cho

Plans include:

- Pickleball
- New restaurants
- Office space
- Full-service bar
- A festival & special events area
- Multi-use trails

Align this for a temporary 2% tax on Ridgeland hotels, and a temporary 1% tax on Ridgeland restaurants (Ridgeland already boasts one of the lowest tourism taxes in Mississippi.)

VOTE JUNE 3!

Public Access Report for Advertisers

Advertiser	Estimate Number	Advertiser Phone Number	Advertiser Email Address
Advertiser 1	123456789	123-456-7890	advertiser1@domain.com
Advertiser 2	987654321	987-654-3210	advertiser2@domain.com
Advertiser 3	567890123	567-890-1234	advertiser3@domain.com
Advertiser 4	345678901	345-678-9012	advertiser4@domain.com
Advertiser 5	234567890	234-567-8901	advertiser5@domain.com
Advertiser 6	123456789	123-456-7890	advertiser6@domain.com
Advertiser 7	987654321	987-654-3210	advertiser7@domain.com
Advertiser 8	567890123	567-890-1234	advertiser8@domain.com
Advertiser 9	345678901	345-678-9012	advertiser9@domain.com
Advertiser 10	234567890	234-567-8901	advertiser10@domain.com

NOTICE OF HEARING

THE CITY OF RIDGELAND, MISSISSIPPI, hereby gives notice that a public hearing will be held on the 15th day of June, 2025, at 10:00 a.m., at the City Hall, 100 N. Main Street, Ridgeland, Mississippi, to consider and act upon the following proposed ordinance:

Ordinance 2025-001: To amend the City Code to increase the property tax rate on all property in the City of Ridgeland, Mississippi, from 0.005% to 0.007%.

The hearing will be held in the City Council Chamber, 100 N. Main Street, Ridgeland, Mississippi. Any person wishing to speak at the hearing should contact the City Clerk, 100 N. Main Street, Ridgeland, Mississippi, at least 72 hours prior to the hearing.

Witness the hand of the Mayor and the seal of the City of Ridgeland, Mississippi, this 10th day of June, 2025.

Mayor, [Signature]

City Clerk, [Signature]

NOTICE OF HEARING

THE CITY OF RIDGELAND, MISSISSIPPI, hereby gives notice that a public hearing will be held on the 15th day of June, 2025, at 10:00 a.m., at the City Hall, 100 N. Main Street, Ridgeland, Mississippi, to consider and act upon the following proposed ordinance:

Ordinance 2025-002: To amend the City Code to increase the property tax rate on all property in the City of Ridgeland, Mississippi, from 0.005% to 0.007%.

The hearing will be held in the City Council Chamber, 100 N. Main Street, Ridgeland, Mississippi. Any person wishing to speak at the hearing should contact the City Clerk, 100 N. Main Street, Ridgeland, Mississippi, at least 72 hours prior to the hearing.

Witness the hand of the Mayor and the seal of the City of Ridgeland, Mississippi, this 10th day of June, 2025.

Mayor, [Signature]

City Clerk, [Signature]

GENERAL ELECTION INFORMATION

The City of Ridgeland, Mississippi, will hold a general election on the 15th day of June, 2025, at 10:00 a.m., at the City Hall, 100 N. Main Street, Ridgeland, Mississippi. The election will be held in the City Council Chamber, 100 N. Main Street, Ridgeland, Mississippi. Any person wishing to speak at the hearing should contact the City Clerk, 100 N. Main Street, Ridgeland, Mississippi, at least 72 hours prior to the hearing.

Witness the hand of the Mayor and the seal of the City of Ridgeland, Mississippi, this 10th day of June, 2025.

Mayor, [Signature]

City Clerk, [Signature]

STAY PLAY BALL

Plans include:

- Pickleball
- New restaurants
- Office space
- Full-service bar
- A festival & special events area
- Multi-use trails

Align this for a temporary 2% tax on Ridgeland hotels, and a temporary 1% tax on Ridgeland restaurants (Ridgeland already boasts one of the lowest tourism taxes in Mississippi.)

VOTE JUNE 3!

NOTICE OF HEARING

THE CITY OF RIDGELAND, MISSISSIPPI, hereby gives notice that a public hearing will be held on the 15th day of June, 2025, at 10:00 a.m., at the City Hall, 100 N. Main Street, Ridgeland, Mississippi, to consider and act upon the following proposed ordinance:

Ordinance 2025-003: To amend the City Code to increase the property tax rate on all property in the City of Ridgeland, Mississippi, from 0.005% to 0.007%.

The hearing will be held in the City Council Chamber, 100 N. Main Street, Ridgeland, Mississippi. Any person wishing to speak at the hearing should contact the City Clerk, 100 N. Main Street, Ridgeland, Mississippi, at least 72 hours prior to the hearing.

Witness the hand of the Mayor and the seal of the City of Ridgeland, Mississippi, this 10th day of June, 2025.

Mayor, [Signature]

City Clerk, [Signature]

Public Access Report for Advertisers

Advertiser	Estimate Number	Advertiser Phone Number	Advertiser Email Address
Advertiser 1	123456789	123-456-7890	advertiser1@domain.com
Advertiser 2	987654321	987-654-3210	advertiser2@domain.com
Advertiser 3	567890123	567-890-1234	advertiser3@domain.com
Advertiser 4	345678901	345-678-9012	advertiser4@domain.com
Advertiser 5	234567890	234-567-8901	advertiser5@domain.com
Advertiser 6	123456789	123-456-7890	advertiser6@domain.com
Advertiser 7	987654321	987-654-3210	advertiser7@domain.com
Advertiser 8	567890123	567-890-1234	advertiser8@domain.com
Advertiser 9	345678901	345-678-9012	advertiser9@domain.com
Advertiser 10	234567890	234-567-8901	advertiser10@domain.com

NOTICE OF HEARING

THE CITY OF RIDGELAND, MISSISSIPPI, hereby gives notice that a public hearing will be held on the 15th day of June, 2025, at 10:00 a.m., at the City Hall, 100 N. Main Street, Ridgeland, Mississippi, to consider and act upon the following proposed ordinance:

Ordinance 2025-004: To amend the City Code to increase the property tax rate on all property in the City of Ridgeland, Mississippi, from 0.005% to 0.007%.

The hearing will be held in the City Council Chamber, 100 N. Main Street, Ridgeland, Mississippi. Any person wishing to speak at the hearing should contact the City Clerk, 100 N. Main Street, Ridgeland, Mississippi, at least 72 hours prior to the hearing.

Witness the hand of the Mayor and the seal of the City of Ridgeland, Mississippi, this 10th day of June, 2025.

Mayor, [Signature]

City Clerk, [Signature]

NOTICE OF HEARING

THE CITY OF RIDGELAND, MISSISSIPPI, hereby gives notice that a public hearing will be held on the 15th day of June, 2025, at 10:00 a.m., at the City Hall, 100 N. Main Street, Ridgeland, Mississippi, to consider and act upon the following proposed ordinance:

Ordinance 2025-005: To amend the City Code to increase the property tax rate on all property in the City of Ridgeland, Mississippi, from 0.005% to 0.007%.

The hearing will be held in the City Council Chamber, 100 N. Main Street, Ridgeland, Mississippi. Any person wishing to speak at the hearing should contact the City Clerk, 100 N. Main Street, Ridgeland, Mississippi, at least 72 hours prior to the hearing.

Witness the hand of the Mayor and the seal of the City of Ridgeland, Mississippi, this 10th day of June, 2025.

Mayor, [Signature]

City Clerk, [Signature]

STAY PLAY BALL

Plans include:

- Pickleball
- New restaurants
- Office space
- Full-service bar
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- Multi-use trails

Align this for a temporary 2% tax on Ridgeland hotels, and a temporary 1% tax on Ridgeland restaurants (Ridgeland already boasts one of the lowest tourism taxes in Mississippi.)

VOTE JUNE 3!

Galaxy S21 FE 5G
June 04, 2025 3:29 PM

UR FEET



NOTICE OF HEARING

Date: June 4, 2025

To: JWA Property Holdings, LLC
ATTN: John Adcock
705 S Main St. Ste. A
Petal, MS. 39465

Neil Rogers
309 S 40th Ave
Hattiesburg, MS. 39402

JWA Property Holdings, LLC
ATTN: John Adcock
26 Town Center Sq.
Hattiesburg, MS. 39402

RE: **Hearing for determination of whether the referenced property constitutes a public menace**
Property: Ridgeland, MS.
Madison County Parcel No.: 0721-32C-001/01.02

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code Section 21-19-11 whether the referenced real property, owned by you or otherwise affiliated, is in such a state of uncleanness to be a menace to the public health, safety and/or welfare of the community. We have identified the following (but not limited to) issues at the referenced property:

- | | | |
|---|---|---|
| ☒ Tall Grass/Unkempt Yard | ☒ Accumulation of debris/junk | ☐ Abandoned personal property |
| ☐ Dilapidated Structure(s) | ☐ Rubbish | ☐ Standing Water, Cistern(s), or cesspool(s) |
| ☐ Abandoned Building(s) | ☐ Abandoned slab(s) | ☒ Other: Removal of deal trees, |
| ☐ Dilapidated Fence(s) | | |

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, at its meeting dated **Tuesday 7-1-2025 at 6:00pm at the Ridgeland City Hall, 100 West School Street, Ridgeland, Mississippi 39157**, wherein you will have the opportunity to be heard and the determination will be made as to whether your property is a menace to the public health, safety and/or welfare of the community. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may still be made. Adjudication at this hearing will authorize the City of Ridgeland to take appropriate action to eliminate the menace condition and may include entering the property to demolish structure(s) and clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Ridgeland, Mississippi or its contractor to enter the property for the same purpose for a period of two (2) years after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered to resolved a menace condition.

Further, under section 21-19-11, the Mayor and Board of Aldermen may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed one-thousand, five-hundred dollars (\$1,500) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Mayor and Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please contact Tally Berry, City of Ridgeland Code Enforcement Manager, at (601) 856-3877 during normal business hours.

Under my hand, this 4th day of JUNE, 2025
CITY OF RIDGELAND, MISSISSIPPI

BY:
Alan Hart, P.A., Director of Public Works

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
Gane 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 Gaultier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Loe, ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



Date: June 4, 2025

To: Abby Ridge, LLC
P.O. Box 128
Red Oak, GA. 30272

Alan Carr
660 Katherine Drive Ste. 402
Jackson, MS. 39202

NOTICE OF HEARING

RE: **Hearing for determination of whether the referenced property constitutes a public menace**
Property: 1600 E County Line Rd. Ridgeland, MS. 39157
Madison County Parcel No. 0721-32C-001/02.00

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code Section 21-19-11 whether the referenced real property, owned by you or otherwise affiliated, is in such a state of uncleanness to be a menace to the public health, safety and/or welfare of the community. We have identified the following (but not limited to) issues at the referenced property:

- | | | |
|---|---|---|
| ☒ Tall Grass/Unkempt Yard | ☒ Accumulation of debris/junk | ☐ Abandoned personal property |
| ☐ Dilapidated Structure(s) | ☐ Rubbish | ☐ Standing Water, Cistern(s), or cesspool(s) |
| ☐ Abandoned Building(s) | ☐ Abandoned slab(s) | ☒ Other: <u>ALCANTARA LANDSCAPING</u> |
| ☐ Dilapidated Fence(s) | | |

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, at its meeting dated **Tuesday 7-1-2025 at 6:00pm at the Ridgeland City Hall, 100 West School Street, Ridgeland, Mississippi 39157**, wherein you will have the opportunity to be heard and the determination will be made as to whether your property is a menace to the public health, safety and/or welfare of the community. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may still be made. Adjudication at this hearing will authorize the City of Ridgeland to take appropriate action to eliminate the menace condition and may include entering the property to demolish structure(s) and clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Ridgeland, Mississippi or its contractor to enter the property for the same purpose for a period of two (2) years after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered to resolved a menace condition.

Galaxy S21 FE 5G
2025.3.29 PM

PLEASE WIPE YOUR

Report for Absentees

on for City of Ridgeland Ballot

Rec
WART F III
RY ROUSER
MES MICHAEL
NIFER NEWTON
ORTH, GEORGE ALLEN
JOSEPH EUGENE
MARTHA MERIWETHER
LPH ALTON III
MARTHA MAJOR
ALLY G
JOHN D
SHARON
RRY R
LIVIA C
SEVERLY BURNS
JAMES LEON
SHIRLEY TEMPLE
RIL DENSON
P
MRY LAMAR
ARCIA GAIL
ZABETH ROGERS
IE FRANCES
LL WADE
JUELNE H
Y JOYCE
Y B
GENE F
NDON BRYCE
NICE FAYE
JHN RICHARD
DOANNE HOWELL
IRENE A



NOTICE OF HEARING

Date: June 4, 2025

To: JWA Property Holdings, LLC
ATTN: John Adcock
705 S Main St. Ste. A
Petal, MS. 39465

JWA Property Holdings, LLC
ATTN: John Adcock
26 Town Center Sq.
Hattiesburg, MS. 39402

Neil Rogers
309 S 40th Ave
Hattiesburg, MS. 39402

RE: Hearing for determination of whether the referenced property constitutes a public menace
Property: Ridgeland, MS.
Madison County Parcel No.: 0721-32C-001/01.00

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code Section 21-19-11 whether the referenced real property, owned by you or otherwise affiliated, is in such a state of uncleanliness to be a menace to the public health, safety and/or welfare of the community. We have identified the following (but not limited to) issues at the referenced property:

- | | | |
|---|---|---|
| ☒ Tall Grass/Unkempt Yard | ☒ Accumulation of debris/junk | ☐ Abandoned personal property |
| ☐ Dilapidated Structure(s) | ☒ Rubbish | ☐ Standing Water, Cistern(s), or cesspool(s) |
| ☐ Abandoned Building(s) | ☒ Abandoned slab(s) | ☒ Other: Removal of dead trees. |
| ☐ Dilapidated Fence(s) | | |

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, at its meeting dated **Tuesday 7-1-2025 at 6:00pm at the Ridgeland City Hall, 100 West School Street, Ridgeland, Mississippi 39157**, wherein you will have the opportunity to be heard and the determination will be made as to whether your property is a menace to the public health, safety and/or welfare of the community. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may still be made. Adjudication at this hearing will authorize the City of Ridgeland to take appropriate action to eliminate the menace condition and may include covering the property to demolish structure(s) and clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Ridgeland, Mississippi or its contractor to enter the property for the same purpose for a period of two (2) years after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered to be resolved a menace condition.

Further, under section 21-19-11, the Mayor and Board of Aldermen may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed one-thousand, five-hundred dollars (\$1,500) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Mayor and Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please contact Tally Berry, City of Ridgeland Code Enforcement Manager, at (601) 856-3877 during normal business hours.

Under my hand, this 4th day of June, 2025
CITY OF RIDGELAND, MISSISSIPPI

BY: [Signature]
Alan Hart, PLA, Director of Public Works

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.ridgelandsms.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

Purs
follo
2025

Item Description	Serial Number
F-250 Pickup & light bar	1FTNX20FOXEC88
Service Body	127738
Bucket lift	UJ131016
1999 International Dump truck	1HTSCAAL8XH122743
1999 Ford F250 Pickup, service body & light bar	1FTNX20F9XEC88583
Motorola Radio 800 GTX-M (3)	Various
Jetstrobe 48" Bar light	N/A
Honda Push-HR52 Mower	6377057
Red Max Trimmer (2)	20220200867/ 20220200542
Red Max Backpack Blower (2)	20230200142/
Generator	GC02-47844
Tire Balancer V200	151130284
Badger 2-inch bronze Disc Flowmeter	N/A
Badger 2-inch bronze Turbo Flowmeters (3)	N/A
Badger 2-inch bronze Compound Flowmeters (12)	N/A

FOR MORE INFORMATION CC

City Clerk's Office
Ridgeland City Hall
100 W School Street
P.O. Box 217
Ridgeland, MS 39158-021
(601) 856-7113

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This notice serves as a project-specific notice for FEMA's funding action located within a Special Flood Hazard Area (SFHA) for the proposed project. FEMA has determined the only practicable alternative is to fund the proposed installation of a floodplain standards, permit requirements, and other measures to protect the project from flooding. FEMA Programs can start to work with the

Galaxy S21 FE 5G

June 04, 2025 3:29 PM



Galaxy S21 FE 5G

June 04, 2025 3:48 PM





Galaxy S21 FE 5G
June 04, 2025 3:52 PM

MEMORANDUM

To: Mayor and Board of Aldermen

From: Tally Berry, Code Enforcement Manager
Community Development Department

Date: June 4, 2025

Re: Code Enforcement

Pursuant to State Statute 21-19-11, I recommend that the Mayor and Board of Aldermen conduct a hearing for Cleaning of Private Property for the following property to determine if this property is in need of cleaning due to various health, safety, and welfare hazards. Please see attached files for notice requirements and reference of the violations at this property.

Parcel Number: 072I-32C-001/01.00

Thank you for your consideration of this matter. Please contact me if you have any questions.

APPROVED





NOTICE OF HEARING

Date: June 4, 2025

To: JWA Property Holdings, LLC
ATTN: John Adcock
705 S Main St. Ste. A
Petal, MS. 39465

JWA Property Holdings, LLC
ATTN: John Adcock
26 Town Center Sq.
Hattiesburg, MS. 39402

Neil Rogers
309 S 40th Ave
Hattiesburg, MS. 39402

RE: Hearing for determination of whether the referenced property constitutes a public menace
Property: Ridgeland, MS.
Madison County Parcel No.: 072I-32C-001/01.00

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code Section 21-19-11 whether the referenced real property, owned by you or otherwise affiliated, is in such a state of uncleanness to be a menace to the public health, safety and or/welfare of the community. We have identified the following (but not limited to) issues at the referenced property:

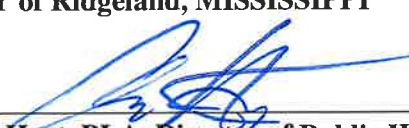
- | | | |
|---|---|---|
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| ☐ Dilapidated Fence(s) | | |

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Should you have any questions prior to the scheduled hearing, please **contact Tally Berry, City of Ridgeland Code Enforcement Manager, at (601) 856-3877** during normal business hours.

Under my hand, this 4th day of JUNE, 2025
CITY of Ridgeland, MISSISSIPPI

BY: 
Alan Hart, PLA, Director of Public Works

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.L. 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

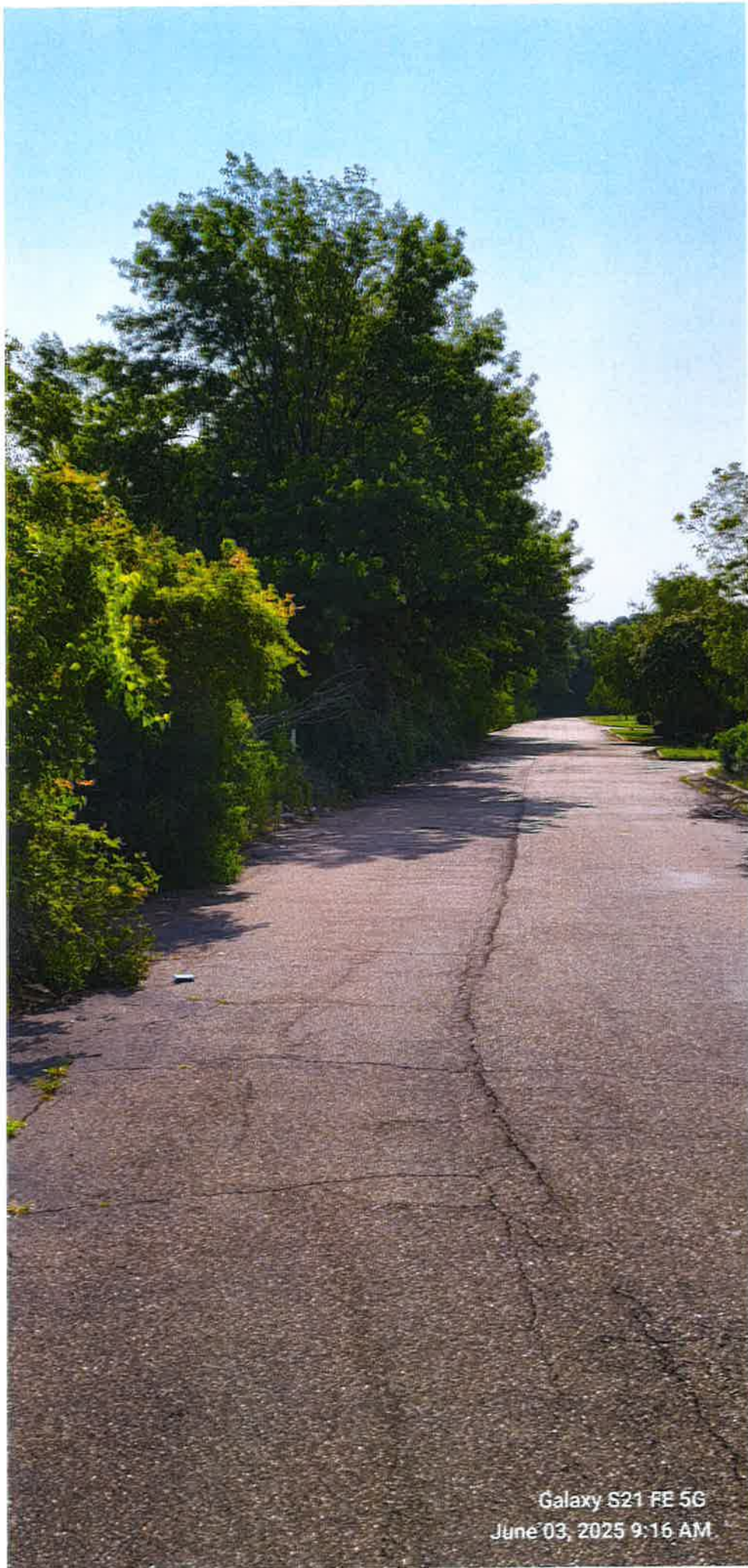


Galaxy S21 FE 5G
June 03, 2025 9:16 AM





Galaxy S21 FE 5G
June 03, 2025 9:16 AM



Galaxy S21 FE 5G
June 03, 2025 9:16 AM



Galaxy S21 FE 5G
June 03, 2025 9:18 AM



Galaxy S21 FE 5G
June 03, 2025 9:18 AM



Galaxy S21 FE 5G
June 03, 2025 9:17 AM

June 04, 2025 3:29 PM

UR FEET



NOTICE OF HEARING

Date: June 4, 2025

To: JWA Property Holdings, LLC
ATTN: John Adcock
705 S Main St. Ste. A
Petal, MS. 39465

Neil Rogers
309 S 40th Ave
Hattiesburg, MS. 39402

JWA Property Holdings, LLC
ATTN: John Adcock
26 Town Center Sq.
Hattiesburg, MS. 39402

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Property: Ridgeland, MS.
Madison County Parcel No.: 0721-32C-001/01.02

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| ☐ Abandoned Building(s) | ☐ Abandoned slab(s) | ☒ Other: Removal of deal trees, |
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Should you have any questions prior to the scheduled hearing, please contact Tally Berry, City of Ridgeland Code Enforcement Manager, at (601) 856-3877 during normal business hours.

Under my hand, this 4th day of JUNE, 2025
CITY OF RIDGELAND, MISSISSIPPI

BY:
Alan Hart, P.A., Director of Public Works

Mailing address: P.O. Box 217 • Ridgeland, Ms 39158
street address: 100 W. School Street • Ridgeland, Ms 39157
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Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Loe, ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



Date: June 4, 2025

To: Abby Ridge, LLC
P.O. Box 128
Red Oak, GA. 30272

Alan Carr
660 Katherine Drive Ste. 402
Jackson, MS. 39202

NOTICE OF HEARING

RE: **Hearing for determination of whether the referenced property constitutes a public menace**
Property: 1600 E County Line Rd. Ridgeland, MS. 39157
Madison County Parcel No. 0721-32C-001/02.00

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code Section 21-19-11 whether the referenced real property, owned by you or otherwise affiliated, is in such a state of uncleanness to be a menace to the public health, safety and/or welfare of the community. We have identified the following (but not limited to) issues at the referenced property:

- | | | |
|---|---|---|
| ☒ Tall Grass/Unkempt Yard | ☒ Accumulation of debris/junk | ☐ Abandoned personal property |
| ☐ Dilapidated Structure(s) | ☐ Rubbish | ☐ Standing Water, Cistern(s), or cesspool(s) |
| ☐ Abandoned Building(s) | ☐ Abandoned slab(s) | ☒ Other: <u>ALCANTARA LANDSCAPING</u> |
| ☐ Dilapidated Fence(s) | | |

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, at its meeting dated **Tuesday 7-1-2025 at 6:00pm at the Ridgeland City Hall, 100 West School Street, Ridgeland, Mississippi 39157**, wherein you will have the opportunity to be heard and the determination will be made as to whether your property is a menace to the public health, safety and/or welfare of the community. Should you not be present, a finding that it is a menace to the public health, safety and/or welfare of the community may still be made. Adjudication at this hearing will authorize the City of Ridgeland to take appropriate action to eliminate the menace condition and may include entering the property to demolish structure(s) and clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property; which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. Adjudication at the hearing will also authorize the City of Ridgeland, Mississippi or its contractor to enter the property for the same purpose for a period of two (2) years after the hearing without any further hearing if notice is posted on the property or parcel of land and at the City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is to be re-entered to resolved a menace condition.

Galaxy S21 FE 5G
2025.3.29 PM

PLEASE WIPE YOUR

Report for Absentees

on for City of Ridgeland Ballot

Rec
WART F III
RY ROUSER
MES MICHAEL
NIFER NEWTON
ORTH, GEORGE ALLEN
JOSEPH EUGENE
MARTHA MERIWETHER
LPH ALTON III
MARTHA MAJOR
ALLY G
JOHN D
SHARON
RRY R
LIVIA C
SEVERLY BURNS
JAMES LEON
SHIRLEY TEMPLE
RIL DENSON
P
MRY LAMAR
ARCIA GAIL
ZABETH ROGERS
IE FRANCES
LL WADE
JUELNE H
Y JOYCE
Y B
GENE F
NDON BRYCE
NICE FAYE
JHN RICHARD
DOANNE HOWELL
IRENE A



NOTICE OF HEARING

Date: June 4, 2025

To: JWA Property Holdings, LLC
ATTN: John Adcock
705 S Main St. Ste. A
Petal, MS. 39465

Neil Rogers
309 S 40th Ave
Hattiesburg, MS. 39402

JWA Property Holdings, LLC
ATTN: John Adcock
26 Town Center Sq.
Hattiesburg, MS. 39402

RE: Hearing for determination of whether the referenced property constitutes a public menace
Property: Ridgeland, MS.
Madison County Parcel No.: 0721-32C-001/01.00

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code Section 21-19-11 whether the referenced real property, owned by you or otherwise affiliated, is in such a state of uncleanliness to be a menace to the public health, safety and/or welfare of the community. We have identified the following (but not limited to) issues at the referenced property:

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| ☐ Abandoned Building(s) | ☒ Abandoned slab(s) | ☒ Other: Removal of dead trees. |
| ☐ Dilapidated Fence(s) | | |

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Further, under section 21-19-11, the Mayor and Board of Aldermen may also by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty against you not to exceed one-thousand, five-hundred dollars (\$1,500) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against you, and/or, at the option of the City's Mayor and Board of Aldermen, an assessment against the property.

Should you have any questions prior to the scheduled hearing, please contact Tally Berry, City of Ridgeland Code Enforcement Manager, at (601) 856-3877 during normal business hours.

Under my hand, this 4th day of June, 2025
CITY OF RIDGELAND, MISSISSIPPI

BY: [Signature]
Alan Hart, PLA, Director of Public Works

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.ridgelandsms.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

Purs
folio
2021

Item Description	Serial Number
F-250 Pickup & light bar	1FTNX20FOXEC88
Service Body	127738
Bucket lift	UJ131016
1999 International Dump truck	1HTSCAAL8X122743
1999 Ford F250 Pickup, service body & light bar	1FTNX20F9XEC88583
Motorola Radio 800 GTX-M (3)	Various
Jetstrobe 48" Bar light	N/A
Honda Push-HR52 Mower	6377057
Red Max Trimmer (2)	20220200867/ 20220200542
Red Max Backpack Blower (2)	20230200142/
Generator	GC02-47844
Tire Balancer V200	151130284
Badger 2-inch bronze Disc Flowmeter	N/A
Badger 2-inch bronze Turbo Flowmeters (3)	N/A
Badger 2-inch bronze Compound Flowmeters (12)	N/A

FOR MORE INFORMATION CC

City Clerk's Office
Ridgeland City Hall
100 W School Street
P.O. Box 217
Ridgeland, MS 39158-021
(601) 856-7113

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Environmental Justice miss
from the beginning of the application process.

This notice serves as a project-specific notice for FEMA's funding action located within a Special Flood Hazard Area (SFHA) and is intended to provide information to the community and the public regarding the proposed project and the funding action.

FEMA has determined the only practicable alternative is to fund the proposed installation of a floodplain standards, permit requirements, and other measures to reduce the risk of flooding.

From the beginning of the application process.

parties, candidates
witness the process.

Galaxy S21 FE 5G

June 04, 2025 3:29 PM



Galaxy S21 FE 5G

June 04, 2025 3:48 PM





Galaxy S21 FE 5G
June 04, 2025 3:52 PM

MEMORANDUM

To: Mayor and Board of Aldermen

From: Tally Berry, Code Enforcement Manager
Community Development Department

Date: June 3, 2025

Re: Code Enforcement

APPROVED
6/4/25
(Signature)

Pursuant to State Statute 21-19-11, I recommend that the Mayor and Board of Aldermen conduct a hearing for Cleaning of Private Property for the following property to determine if this property is in need of cleaning due to various health, safety, and welfare hazards. Please see attached files for notice requirements and reference of the violations at this property.

1516 Huntington Place – Parcel Number: 072H-28C-142/00.00

Thank you for your consideration of this matter. Please contact me if you have any questions.



NOTICE OF HEARING

Date: June 4, 2025

To: Current Resident / Owner
1516 Huntington Place
Ridgeland, MS. 39157

Innotion Enterprise, INC.
10650 Main St. Ste. 303
Fairfax, VA. 22030

RE: Hearing for determination of whether the referenced property constitutes a public menace

Property: 1516 Huntington Pl. Ridgeland, MS. 39157

Madison County Parcel No.: 072H-28C-142/00.00

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code Section 21-19-11 whether the referenced real property, owned by you or otherwise affiliated, is in such a state of uncleanness to be a menace to the public health, safety and/or welfare of the community. We have identified the following (but not limited to) issues at the referenced property:

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| ☐ Abandoned Building(s) | ☐ Abandoned slab(s) | ☒ Other: <u>MAINTAIN LANDSCAPING</u> |
| ☐ Dilapidated Fence(s) | | |

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Should you have any questions prior to the scheduled hearing, please **contact Tally Berry, City of Ridgeland Code Enforcement Manager, at (601) 856-3877** during normal business hours.

Under my hand, this 4TH day of June, 2025
CITY of Ridgeland, MISSISSIPPI

BY: 
Alan Hart, PLA, Director of Public Works

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.L. 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



Galaxy S21 FE 5G
June 03, 2025 8:55 AM

APPROVED



Galaxy-S21-5G

June 03, 2025 8:56 AM



Galaxy S21 FE 5G
June 03, 2025 8:55 AM



tax on Ridgeland restaurant
(Ridgeland already boasts one of the
lowest tourism taxes in Mississippi.)

**VOTE
JUNE 3!**



NOTICE OF HEARING

Date: June 4, 2025

To: Current Resident / Owner
1516 Huntington Pl. Ridgeland, MS. 39157

Innotion Enterprise, INC.
10650 Main St. Ste. 303
Fairfax, VA. 22030

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Madison County Parcel No.: 072H-28C-142/00.00

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Under my hand, this 4TH day of June, 2025
CITY of Ridgeland, MISSISSIPPI

BY: [Signature]
Alan Hart, P.E., Director of Public Works

Hearing address: 100 West School Street, Ridgeland, MS 39157
Phone: (601) 856-3877 Fax: (601) 856-3877 Email: info@ridgelandms.org
City of Ridgeland, Mississippi

City of Ridgeland, Mississippi



Galaxy S21 FE 5G

June 04, 2025 9:47 AM

BEFORE THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

**PETITION AND APPLICATION TO
REZONE REAL PROPERTY**

(Official Form February 2014)

COMES NOW, Christ Covenant School, LLC, (the "Petitioner") and
[Name of Petitioner(s)]

respectfully petitions the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, to rezone and reclassify certain real property as set forth in Section 600.10 of the City of Ridgeland Zoning Ordinance of February, 2014, as more specifically described in this Petition for that real property described in this Petition, and in support of this Petition would show as follows, to-wit:

1. The name of the Petitioner is Christ Covenant School, LLC ("CCS")
(hereinafter referred to as "Petitioner").
2. The Petitioner's mailing address is 752 S Pear Orchard Road, Ridgeland, MS 39157

_____ and the Petitioner's attorney or

representative's mailing address is Reeves, Gentry & Vitart, PLLC Attn: Matt Vitart
409 W. Parkway Place, Ste. 200, Ridgeland, MS 39157 .

3. The Petitioner's phone number is 601-978-2272 and the Petitioner's

attorney's phone number is (if applicable) 601-842-1714 .

4. The record title holder of the property is Colonial Heights Baptist Church (f/k/a Colonial Heights Baptist Church, Jackson, Mississippi) - Parcels 072I-32C-017/02.00 and 072I-32C-017/05.00
and Pear Orchard Church, PCA - Parcel 072I-32C-017/14.00 ,
and a copy of the property deed with legal description is attached hereto as **Exhibit "A"**.
Additionally, digital text version of the legal description shall be provided to the Zoning Administrator for use in advertising the public hearing.

5. If the Petitioner is not the owner of the property, the owner's address and phone number

is Colonial Heights Baptist Church, Attn Geno Lucas, 444 Northpark Drive, Ridgeland, MS 39157, 601-956-5000

Pear Orchard Church, PCA, Attn Mark Brown, 750 S Pear Orchard Rd, Ridgeland, MS 39157, 601-956-3283

6. A copy of the written authority of the owner's representative to act on behalf of the Owner is attached hereto as Exhibit "B", if applicable.

7. The street address of the property is: 0000 Northpark Drive

Ridgeland, Mississippi 39157

(and/or) Tax Parcel ID Number(s): 072I-32C-017/02.00 and 072I-32C-017/05.00 (owned by Colonial Heights Baptist Church)

And also Parcel #: 072I-32C-017/14.00 (owned by Pear Orchard Church, PCA)

8. A survey or copy of a plat or map of the property drawn to a scale of not less than 1"=100', and certified by a licensed land surveyor or civil engineer is attached as Exhibit "C".

9. A vicinity map or plat depicting an area of at least 300' surrounding the subject property in all directions is attached to this Petition as Exhibit "D". The vicinity map includes the current zoning classification of all lands within 160' of the subject property.

10. A list of the names and addresses of all owners of property within 160 feet of the subject property, excluding road rights-of-way, according to the most recent county tax roll is attached as Exhibit "E".

C-1 (parcels 072I-32C-017/02.00 and 072I-32C-017/05.00)

11. The property is presently zoned C-2 (parcel 072I-32C-017/14.00), according to the official zoning map of Ridgeland, Mississippi.

12. Petitioner requests that the subject land be rezoned and reclassified to the following use

district classification: S-1



13. Petitioner intends to use the subject property for the following purpose(s) in accord with

requested classification: Petitioner intends to incorporate the property into its existing school campus, which is adjacent to this property across Northpark Drive. Initially, the property will be used as student recreational and athletic practice fields.

14. A site plan for development of the property may be attached as Exhibit "F".

15. The present use of the subject property is: The property is not in use. It is vacant wooded land.

16. Rezoning and reclassification of the property is requested for the following reason(s):

CCS seeks to rezone the property to S-1 in order to acquire and seamlessly incorporate the property into CCS' existing school campus, which is adjacent to the subject property and is zoned S-1. CCS plans to initially use the property for student recreation and athletic practice fields. S-1 zoning is requested since this property will be used as part of a school and for education related purposes.

[Petitioner must include a brief statement outlining Petitioner's reason(s) for requesting rezoning of the subject property.]

17. Petitioner files herewith ten (10) legible copies of this Petition and all exhibits attached hereto.

18. Petitioner acknowledges the Petitioner must give at least fifteen (15) days notice, to all property owners owning property within 160' of the subject property by certified mail, return receipt requested, of the request set forth in this petition and of the date, time and place of the public hearing to be held on Petitioner's request for rezoning. Except as otherwise determined, all certified mail receipts and any certified mail return receipts shall be submitted prior to the Public Hearing.

19. Petitioner acknowledges that Petitioner has received a copy of the Procedural Rules of the City of Ridgeland Zoning Board, has read the same and fully understands the requirements, rights and duties set forth therein.

20. Petitioner acknowledges that, as a condition to obtaining favorable consideration of its Petition, Petitioner will be required to provide answers to the following questions, and to provide that the following situations exist in regard to the property described herein:

- A. There was a mistake (in the nature of clerical error) in transcribing the ordinance or drawing the boundaries of the zoning map, which mistake justifies the rezoning of the property. State why you feel a mistake, in the nature of a clerical error, was made in the drawing of the zoning map:

OR

- A. The character of the neighborhood, in which the property described herein is located, has changed so that the reclassification of the property to another use district would be appropriate; explain why you feel the character of the surrounding neighborhood has changed and list all facts in support of your statement;

See attached Supplement to Question 20.

and,

- B. a public need for the rezoning exists. State why additional property is needed within the requested zoning classification within the City of Ridgeland:

See attached Supplement to Question 20.

21. The Petitioner acknowledges that at the public hearing to be held on this petition, Petitioner will have the burden of proof to provide testimony and documents to prove the facts necessary to demonstrate a mistake was made, or a change in the character and nature of the neighborhood has occurred; and that there is a public need for the rezoning of the property.
22. The required \$150.00 filing fee has been paid with the filing of this Petition.

Respectfully submitted,



PETITIONER

5-14-2025

DATE

SUPPLEMENT TO QUESTION #20

The character of the neighborhood has changed and is changing due to several reasons.

First, new residential subdivisions have been and are currently being built in the surrounding neighborhood, including but not limited to: Britton's Abbey, Maison Bleu Phase 2, The Heritage at Jacobs Farm, and The Enclave. Residents in these subdivisions have increased and will continue to increase the public need for school capacity in the neighborhood and City at large, thus making it appropriate to reclassify additional property to S-1 so that it can be used to satisfy that need.

Second, as a result of adding a high school and additional buildings on its existing campus located directly across Northpark Drive from the subject property, Christ Covenant School's student population has exploded over the last 5 years from 365 students in 2020 to 651 students projected for the upcoming 2025-26 school year. In 2025-26, CCS will produce its first class of high school graduates. This has changed the character of the surrounding neighborhood. Previously, the neighborhood housed a small private school that was capped at eighth grade. Now, the neighborhood is home to a full-fledged Kindergarten through 12th grade school that has recently built multiple additional buildings, plans to build more buildings, and has added robust athletic and extracurricular offerings in a short period of time. CCS is quickly outgrowing its current land. Thus, reclassifying additional property to S-1 is needed to enable the continued expansion of this school in the neighborhood, which meets an important public need for additional education capacity.

Third, CCS' commitment to this particular area of the City – the Northpark Drive corridor – is especially valuable to the public interest because this is an area that has experienced some stagnation of new commercial development during the past five to ten years. Many of the commercial buildings in the area are aging and multiple commercial properties have remained on the market or undeveloped for years (including the subject property). Once one of the most sought after areas for commercial development, this area, in more recent years, has struggled to compete with other, newer areas of commercial development both within Ridgeland, but also in Madison and Gluckstadt. CCS is an anchor resident of this area and plans significant future investment to the benefit of the entire surrounding area.

In addition, reclassification of the subject property to S-1 is consistent with the character of the neighborhood. The Colonial Heights Baptist Church property adjacent to the east is already zoned S-1 and the CCS campus adjacent to the south is also zoned S-1. The other properties in the surrounding area are a mix of C-1, C-2, R-4, and R-5.

The expansion of CCS's campus also satisfies the public need for additional school capacity as well as increased economic activity. A material portion of CCS students live outside of Ridgeland, but because they attend school at CCS, they and their parents contribute to the economic activity in the City by frequenting local restaurants, gas stations, and retail establishments.

Exhibit A
Vesting Deeds

(Attached)

EXHIBIT A
LEGAL DESCRIPTION – Colonial Heights Baptist Church Property

A parcel of land being situated in Lots 3, 4, 5 and 6, Block 40, Highland Colony Subdivision, the map or plat of which is recorded in the Chancery Records of Madison County at Canton, Mississippi, being situated in the Southwest 1/4 of Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1" iron bar found which marks the Northeast corner of the said Lot 3, Block 40, Highland Colony Subdivision, also being the Northeast corner of the Northwest 1/4 of the said Southwest 1/4 of Section 32 and run South 00° 10' 12" East for a distance of 20.00 feet along the east line of Lot 3 to a point; thence South 89° 55' 00" West for a distance of 428.65 feet to an iron pin found in concrete which marks the **POINT OF BEGINNING** for the parcel herein described; thence South 00° 10' 12" East for a distance of 979.72 feet along the eastern line of those certain parcels of land as described in Parcel 3 and Parcel 2 of Book 464 at Page 632 in the said Chancery Records of Madison County to an iron pin found in concrete at the northern right of way line of Northpark Drive; thence run 53.08 feet along the arc of a 740.74 foot radius curve to the left along the said northern right of way line, also being the southern line of that said certain parcel of land as described in Parcel 2 of Book 464 at Page 632, said arc having a 53.07 foot chord which bears North 87° 49' 27" West to a 5/8" iron pin set; thence North 89° 52' 35" West for a distance of 375.63 feet along the said northern right of way line and the southern line of that said certain parcel of land as described in Parcel 2 of Book 464 at Page 632 to a iron pin found in concrete; thence leave said northern right of way line of Northpark Drive and run North 00° 10' 12" West for a distance of 976.27 feet along the western line of those said certain parcels of land as described in Parcel 2 and Parcel 3 of Book 464 at Page 632 to an iron pin found in concrete; thence North 89° 55' 00" East for a distance of 428.65 feet along the northern line of that said certain parcel of land as described in Parcel 3 of Book 464 at Page 632 to the **POINT OF BEGINNING**, containing 9.6154 acres (418,845 square feet), more or less.

The reference meridian for the above description is grid north Mississippi West state plane coordinate system, convergence angle 0.11449167°, combined factor 0.99994216.

EXHIBIT A

Legal Description – Pear Orchard Church Property

BEING SITUATED IN LOT 5, BLOCK 40, HIGHLAND COLONY SUBDIVISION OF SECTION 32, T7N-R2E, RIDGELAND, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON BAR MARKING THE NE CORNER OF LOT 3, BLOCK 40, HIGHLAND COLONY SUBDIVISION, BEING ALSO THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 32, T7N, R2E, MADISON COUNTY, MISSISSIPPI, AND RUN SOUTH 0 DEGREES 03 MINUTES 16 SECONDS EAST, ALONG THE EAST BOUNDARY OF LOTS 3 AND 6, 1269.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 80 FOOT WIDE ROAD PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 1, AS CONVEYED TO THE CITY OF RIDGELAND BY DONALD B. MCGEHEE, ET AL. AND RECORDED IN DEED BOOK 211 AT PAGE 730, 737 AND 744 OF THE CHANCERY RECORDS OF MADISON COUNTY, MISSISSIPPI; RUN THENCE NORTHWESTERLY CLOCKWISE ALONG THE ARC OF A CURVE IN THE SAID SOUTH R.O.W. LINE 99.08 FEET TO THE POINT OF TANGENCY AND THE BEGINNING OF A CURVE; SAID PRECEDING CURVE HAVING THE FOLLOWING CHARACTERISTICS; CENTRAL ANGLE OF 07 DEGREES 44 MINUTES 18 SECONDS, RADIUS OF 733.62 FEET AND CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 19 MINUTES 29 SECONDS WEST 99.01 FEET; RUN THENCE NORTHWESTERLY, COUNTERCLOCK-WISE, ALONG THE ARC OF A CURVE IN THE SAID SOUTH RIGHT OF WAY LINE 327.14 FEET TO THE NORTHEAST CORNER OF A CERTAIN 2.46 ACRE TRACT; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 28 DEGREES 22 MINUTES 04 SECONDS, RADIUS OF 660.74 FEET AND CHORD BEARING AND DISTANCE OF 66 DEGREES 38 MINUTES 34 SECONDS WEST, 323.81 FEET; RUN THENCE SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST, 227.43 FEET TO THE BOUNDARY LINE BETWEEN RHODES AND CABELL AS ESTABLISHED BY COURT DECREE NUMBER 15616 AND RECORDED IN DEED BOOK 68 OF PAGE 376 OF THE AFORESAID CHANCERY RECORDS; RUN THENCE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST, ALONG THE BOUNDARY LINE BETWEEN RHODES AND CABELL, 321.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST ALONG LAST MENTIONED CALL A DISTANCE OF 131.42 FEET; RUN THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST, 237.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID 80 FOOT WIDE ROAD; RUN THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 131.42 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST A DISTANCE OF 237.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.72 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY DESCRIBED IN BOOK 389 AT PAGE 526.

This instrument prepared by:
Mark T. Davis, Esq.
Watkins Ludlam Winter & Stennis, P.A.
P. O. Box 427
Jackson, MS 39205-0427
(601) 949-4900

INDEXING INSTRUCTIONS:
Part of Lots 3, 4, 5 and 6,
Block 40, Highland Colony
Subdivision in the N ¼ of the SW ¼
of Section 32, T7N-R2E, Ridgeland,
Madison County, Mississippi

3450 Pd 74.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, DONALD B. McGEHEE, Grantor, does hereby grant, bargain, sell, convey and warrant to COLONIAL HEIGHTS BAPTIST CHURCH, JACKSON, MISSISSIPPI, a Mississippi non-profit corporation, Grantee, the property described in Exhibit "A" attached hereto and incorporated herein, which is situated in Madison County, Mississippi.

This conveyance is made subject to, and there is excepted from the warranty hereof, the following:

1. Any and all prior reservations or conveyances of oil, gas and other minerals in, on or under the subject property;
 2. Notice of Pending Special Assessments recorded in Book 326 at Page 225;
 3. Right-of-way to Mississippi Power & Light Company recorded in Book 33 at Page 416 (AS TO PARCEL 1 ONLY);
 4. Right-of-way to Mississippi Power & Light Company recorded in Book 50 at Page 214 (AS TO PARCEL 1 AND PARCEL 3 ONLY);
- and

5. Fifty (50) foot easement recorded in Book 213 at Page 467, Book 213 at Page 508 and Book 213 at Page 565 (AS TO PARCEL 2 ONLY).

The above described property constitutes no part of the homestead of Grantor.

Ad valorem taxes for the current year have been prorated between Grantor and Grantee on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then Grantor agrees to pay Grantee any additional amounts due, and Grantee agrees to pay Grantor any amounts overpaid. Grantee assumes and agrees to pay ad valorem taxes for all subsequent years.

IN WITNESS WHEREOF, this instrument has been executed on this the 1st day of June, 2000.

Donald B. McGehee
DONALD B. MCGEHEE

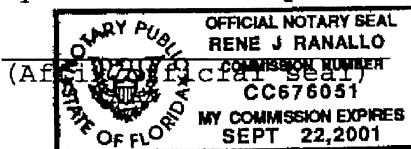
STATE OF FLORIDA

COUNTY OF DALY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of June, 2000 within my jurisdiction, the within named Donald B. McGehee, duly identified before me, who acknowledged that he executed the above and foregoing instrument.

Rene J. Ranallo
NOTARY PUBLIC

My Commission Expires:



ADDRESS OF GRANTOR:

Mr. Donald B. McGehee
90 Edgewater Drive, No. 901
Coral Gables, FL 33133

BUSINESS PHONE: NONE

RESIDENCE PHONE: (305) 466-5381

ADDRESS OF GRANTEE:

Colonial Heights Baptist Church
5708 Old Canton Road
Jackson, MS 39211

Attn: Rev. Bob Haller

BUSINESS PHONE: (601) 956-5000

RESIDENCE PHONE: None

PARCEL 1

Begin at the northwest corner of the Northeast Quarter of the Southwest Quarter of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, said corner being also the southwest corner of Lot 7 of Block 38, Highland Colony Subdivision, and run thence North 89° 54' 50" East along the north line of said Northeast Quarter of the Southwest Quarter of Section 32 for a distance of 1,324.05' to the northeast corner of said Northeast Quarter of the Southwest Quarter of Section 32; run thence South 00° 10' 01" East along the east line of said Northeast Quarter of the Southwest Quarter of Section 32 for a distance of 10.67' to the point of curvature of a curve to the right having a central angle of 33° 15' 18" and a radius of 500.00 feet; run thence along this curve clockwise for an arc distance of 290.20' (chord bearing and distance: South 16° 27' 40" West, 286.15 feet) to the point of tangency of this curve; run thence South 33° 05' 19" West for a distance of 150.98' to the point of curvature of a curve to the left having a central angle of 34° 46' 46" and a radius of 430.00 feet; run thence along this curve counterclockwise for an arc distance of 261.02' (chord bearing and distance: South 15° 41' 56" West, 257.03 feet) to the point of tangency of this curve; run thence South 01° 41' 29" East for a distance of 4.35' to a point on the south line of the North Half of said Northeast Quarter of the Southwest Quarter of Section 32, which line is also the north boundary of Avery Oaks, a subdivision in the South Half of the Northeast Quarter of the Southwest Quarter of said Section 32, according to the map or plat thereof which is filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Plat Cabinet C in Slide 51, reference to which is hereby made for all purposes; run thence South 89° 53' 51" West along the south line of the North Half of said Northeast Quarter of the Southwest Quarter of Section 32 and the north boundary of said Avery Oaks for a distance of 199.83' to the northeast corner of said Avery Oaks; continue thence South 89° 53' 51" West along the south line of the North Half of said Northeast Quarter of the Southwest Quarter of Section 32 for a distance of 889.36' to the southwest corner of said North Half of the Northeast Quarter of the Southwest Quarter of said Section 32; run thence North 00° 10' 12" West along the west line of said Northeast Quarter of the Southwest Quarter for a distance of 663.34' to the point of beginning.

The above described parcel of land is situated in the Northeast Quarter of the Southwest Quarter of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 801,411 square feet, or 18.398 acres, more or less. Bearings used in this description refer to the State Plane Coordinate System (Transverse Mercator Projection) for the West Zone of Mississippi North American Datum 1983. Grid North is 00° 06' 56" clockwise of True North.

PARCEL 2

Being situated in Lots 3, 4, 5 and 6, Block 40, Highland Colony Subdivision of Section 32, T7N-R2E, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at a 1" iron bar marking the NE corner of Lot 3, Block 40, Highland Colony Subdivision, being also the NE corner of the NW ¼ of the SW ¼ of aforesaid Section 32, T7N-R2E, Madison County, Mississippi, and run S 0°03'16" E, along the East boundary of Lot 3, 469.53 feet; run thence N 89°51'36" W, 428.65 feet to the Point of Beginning for the property herein described; run thence S 0°03'16" E, 531.00 feet to the North R.O.W. line of a 80-foot wide road presently known as Special Assessment Road Number 1, as conveyed to the City of Ridgeland by Donald B. McGehee, et al, and recorded in Deed Book 211 at Pages 730, 737 and 744 of the Chancery Records of Madison County, Mississippi; run thence Northwesterly, counterclockwise, along the arc of a curve in the said North R.O.W. line, 53.08 feet to the Point of Tangency; said curve having the following characteristics: central angel of 4°06'21", radius of 740.74 feet and chord bearing and distance of N 87°42'31" W, 53.07 feet, run thence N 89°45'43" W, along the North R.O.W. line of said 80-foot wide road, 375.63 feet; run thence N 0°03'16" W, 528.36 feet; run thence S 89°51'36" E, 428.65 feet to the Point of Beginning, containing 5.20 acres, more or less.

TOGETHER WITH all of Grantor's right, title and interest in and to the non-exclusive fifty (50) foot easement for ingress and egress reserved in Book 213 at Page 467, Book 213 at Page 508, and Book 213 at Page 565.

PARCEL 3

Being situated in Lots 3 and 4, Block 40, Highland Colony Subdivision of Section 32, T7N-R2E, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at a 1" iron bar marking the NE corner of Lot 3, Block 40, Highland Colony Subdivision, being also the NE corner of the NW ¼ of the SW ¼ of aforesaid Section 32, T7N-R2E, Madison County, Mississippi, and run S 0°03'16" E along the East boundary of Lot 3, 20.00 feet to the South R.O.W. line of a 40-foot wide road; run thence N 89°58'04" W, along the South R.O.W. line of said 40-foot road, 428.65 feet to the Point of Beginning for the property herein described; run thence S 0°03'16" E, 448.72 feet; run thence N 89°51'36" W, 428.65 feet, run thence N 0°03'16" W, 447.91 feet to the South R.O.W. line of the aforesaid 40-foot wide road; run thence S 89°58'04" E, along the South R.O.W. line of said 40-foot wide road, 428.65 feet to the Point of Beginning, containing 4.41 acres, more or less.

574917.3/10257.06691

STATE OF MISSISSIPPI, COUNTY OF MADISON



I certify that the within instrument was filed for record in my office this 5 day of June, 20 00, at 4:55 o'clock P M., and was duly recorded on the JUN 05 2000, Book No. 464, Page 632.

STEVE DUNCAN, CHANCERY CLERK

BY: S. Cole D.C.

3458

BOOK 0389 PAGE 526

211214

Prepared by:
Butler, Snow, O'Mara, Stevens & Connolly, PLLC
Attor: Julia H. Terry
17th Floor, OneWorld Gateway Plaza
Post Office Box 22587
Jackson, MS 39225-2587
(601) 948-5711

To the Chancery Clerk of Madison County, Mississippi:
The real property described herein is situated in Lot 5, Block 48, Highland Colony Subdivision of Section 32, Township 7 North, Range 2 East of Madison County, Mississippi.

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby acknowledged, MARY PATRICIA McGEHEE (the "Grantor"), does hereby sell, convey and warrant unto PEAR ORCHARD CHURCH, PCA, a Mississippi non-profit corporation (the "Grantee"), the property (the "Property") lying and being situated in Madison County, Mississippi, and being more particularly described on Exhibit A attached hereto.

The Property is conveyed subject to the following:

1. General and special taxes for 1997;
2. Any prior reservation or conveyance together with release of damages, of minerals of every kind and character, including but not limited to oil, gas, sand and gravel in, on and under the Property;
3. Right-of-way executed by H.J. Raymond, et ux, to Mississippi Power and Light Company, dated February 27, 1951, and recorded in Book 50 at Page 214;
4. Notice of Pending Special Assessment from the City of Ridgeland, dated July 20, 1993, filed on November 15, 1993 at 9:00 A.M., and recorded in Book 326 at Page 225;
5. Boundary Line as decreed in Chancery Cause No. 15,616, J.B. Cabell vs. Mrs. Lottie R. Rhodes and as further recorded in Book 68 at Page 376, as to southern line of the Property; and
6. Disclaimer and Boundary Line Agreement by and between Pear Orchard Church, PCA, a Mississippi non-profit corporation, and Everarde B. McGehee as Attorney in Fact for Donald B. McGehee, Mary Patricia McGehee, and Virginia McGehee Elias, dated March 31, 1981, filed on April 10, 1981 at 9:00 A.M., and recorded in Book 483 at Page 602.

The Grantee of the Property hereby agrees to waive any and all rights or privileges granted pursuant to any state and local laws,

statutes and ordinances concerning the distance from this Property only to any establishment manufacturing, selling or storing any intoxicating liquor, including without limitation, any rights under (i) Miss. Code Ann. § 67-1-51(3) (1996 Supp.) and (ii) the City of Ridgeland's Ordinance Establishing Regulations For the Sale and Consumption of Alcoholic Beverages, Beer and Light Wine Within the City of Ridgeland, Mississippi § VI. Grantee agrees to cooperate in any reasonable manner with Grantor or any other affected party, to the extent necessary, to obtain the waiver intended hereby.

The Property is no part of the homestead of the Grantor.

Ad valorem taxes for the year 1997 have not been prorated between the Grantor and the Grantee, and the Grantee assumes the obligation, if any, to pay the same when they become due and payable.

WITNESS THE SIGNATURE OF THE GRANTOR AND GRANTEE, this the 10 day of January, 1997.

- GRANTOR -

Mary Patricia McGehee
MARY PATRICIA McGEHEE

- GRANTEE -

PEAR ORCHARD CHURCH, PCA

BY: Rod S. Russ, III
Rod S. Russ, III, Clerk of Session

BY: Frank L. Fair, III
Frank L. Fair, III, Chairman of the Diaconate

BOOK 0389 PAGE 528

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of January, 1997, within my jurisdiction, the within named MARY PATRICIA McGEHEE, who acknowledged that she executed the above and foregoing General Warranty Deed.

Juliet Wood
NOTARY PUBLIC

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 24, 2000
BONDED THRU SUGALL NOTARY SERVICE
[AFFIX NOTARIAL SEAL]

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of January, 1997, within my jurisdiction, the within named ROD S. RUSS, III, who acknowledged that he is Clerk of Session of Pear Orchard Church, PCA, a Mississippi non-profit corporation and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing General Warranty Deed, after first having been duly authorized by said corporation so to do.

Juliet Wood
NOTARY PUBLIC

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 24, 2000
BONDED THRU SUGALL NOTARY SERVICE
[AFFIX NOTARIAL SEAL]

STATE OF MISSISSIPPI

20110389 PAGE 529

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of January, 1997, within my jurisdiction, the within named FRANK L. FAIR, III, who acknowledged that he is Chairman of Diaconate of Pear Orchard Church, PCA, a Mississippi non-profit corporation and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing General Warranty Deed, after first having been duly authorized by said corporation so to do.

Juliet Wood
NOTARY PUBLIC

My Commission Expires:
MISSISSIPPI STATE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 24, 2000
BOB WOOD, JR. ALL NOTARY SERVICE
[MISSISSIPPI NOTARIAL SEAL]

The Address and Telephone
Number of the Grantor:

MARY PATRICIA MCGEEHEE
210 Carr Avenue
Newton, Mississippi 39345
(601) 683-6572

The Address and Telephone
Number of the Grantee:

PEAR ORCHARD CHURCH, PCA
750 Pear Orchard Road
Jackson, Mississippi 30211
(601) 956-3283

EXHIBIT "A"

BOOK 389 PAGE 530

BEING SITUATED IN LOT 5, BLOCK 40, HIGHLAND COLONY SUBDIVISION OF SECTION 32, T7N-R2E, RIDGELAND, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON BAR MARKING THE NE CORNER OF LOT 3, BLOCK 40, HIGHLAND COLONY SUBDIVISION, BEING ALSO THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 32, T7N, R2E, MADISON COUNTY, MISSISSIPPI; AND RUN SOUTH 0 DEGREES 03 MINUTES 16 SECONDS EAST, ALONG THE EAST BOUNDARY OF LOTS 3 AND 6, 1269.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 80 FOOT WIDE ROAD PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 1, AS CONVEYED TO THE CITY OF RIDGELAND BY DONALD B. MCGEEHEE, et al AND RECORDED IN DEED BOOK 211 AT PAGE 730, 737 AND 744 OF THE CHANCERY RECORDS OF MADISON COUNTY, MISSISSIPPI; RUN THENCE NORTHWESTERLY, CLOCKWISE ALONG THE ARC OF A CURVE IN THE SAID SOUTH R.O.W. LINE, 99.08 FEET TO THE POINT OF TANGENCY AND THE BEGINNING OF A CURVE; SAID PRECEDING CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 07 DEGREES 44 MINUTES 18 SECONDS, RADIUS OF 733.62 FEET AND CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 19 MINUTES 29 SECONDS WEST 99.01 FEET; RUN THENCE NORTHWESTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF A CURVE IN THE SAID SOUTH RIGHT OF WAY LINE 327.14 FEET TO THE NORTHEAST CORNER OF A CERTAIN 2.46 ACRE TRACT; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 28 DEGREES 22 MINUTES 04 SECONDS, RADIUS OF 660.74 FEET AND CHORD BEARING AND DISTANCE OF 66 DEGREES 38 MINUTES 34 SECONDS WEST, 323.81 FEET; RUN THENCE SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST, 227.43 FEET TO THE BOUNDARY LINE BETWEEN RHODES AND CABELL AS ESTABLISHED BY COURT DECREE NUMBER 15616 AND RECORDED IN DEED BOOK 68 OF PAGE 376 OF THE AFORESAID CHANCERY RECORDS; RUN THENCE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST, ALONG THE BOUNDARY LINE BETWEEN RHODES AND CABELL, 321.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST ALONG LAST MENTIONED CALL A DISTANCE OF 131.42 FEET; RUN THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST, 237.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID 80 FOOT WIDE ROAD; RUN THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 131.42 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST A DISTANCE OF 237.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.72 ACRES, MORE OR LESS.

Signed for identification this the 10 day of January, 1997.

- GRANTOR -

- GRANTEE -

Mary Patricia McGehee
MARY PATRICIA MCGEEHEE

PEAR ORCHARD CHURCH, PCA

BY: Rod S. Russ III
Rod S. Russ, III, Clerk of Session

BY: Frank L. Fair III
Frank L. Fair III, Chairman of the Diaconate



STATE OF MISSISSIPPI, COUNTY OF MADISON:

I certify that the within instrument was filed for record in my office this 10 day of Jan, 1997, at 455 o'clock P M., and was duly recorded on the JAN 10 1997, Book No. 389, Page 526.

STEVE DUNCAN, CHANCERY CLERK

BY: S. Cole D.C.

Exhibit B

Written Authority of Owner

(Attached)



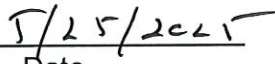
444 Northpark Dr
Ridgeland, MS 39157
601.956.5000
colonialheights.org

Corporation Resolution for Colonial Heights Baptist Church

Let it be known, in a meeting of the Corporation held on April 6, 2025, with a quorum present, the Corporation voted in the affirmative to proceed with the sale of approximately 9 acres of land on Northpark Drive to Christ Covenant School. The sale of the land is contingent upon CCS receiving zoning approval from the City of Ridgeland.



Geno Lucas
Corporate Secretary



Date

May 23, 2025

To City of Ridgeland, Mississippi

Re: Authority for Rezoning Application

To Whom it May Concern:

The Applicant, Christ Covenant School, LLC, is a wholly-owned subsidiary of Pear Orchard Church, PCA, which owns one of the properties for which the Rezoning Application is being filed. Christ Covenant School, LLC is authorized to act on behalf of Pear Orchard Church, PCA with respect to such rezoning application.

Pear Orchard Church, PCA

/s/ Mark Brown

Mark Brown, Deacon

Exhibit C

Survey

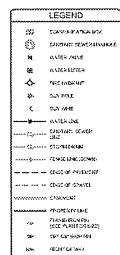
(Attached)

OVERALL
9.615+ ACRES
418,845 SQ. FT.

[illegible]

DOHERTY, S. D. PART 9. EXCEPTEDS.

- [illegible]



HEATHCOTE MATHEMATICS LTD.
RECORDED PLAY OF HIGHLAND
COUNTRY INTERNATIONAL RECORD RE
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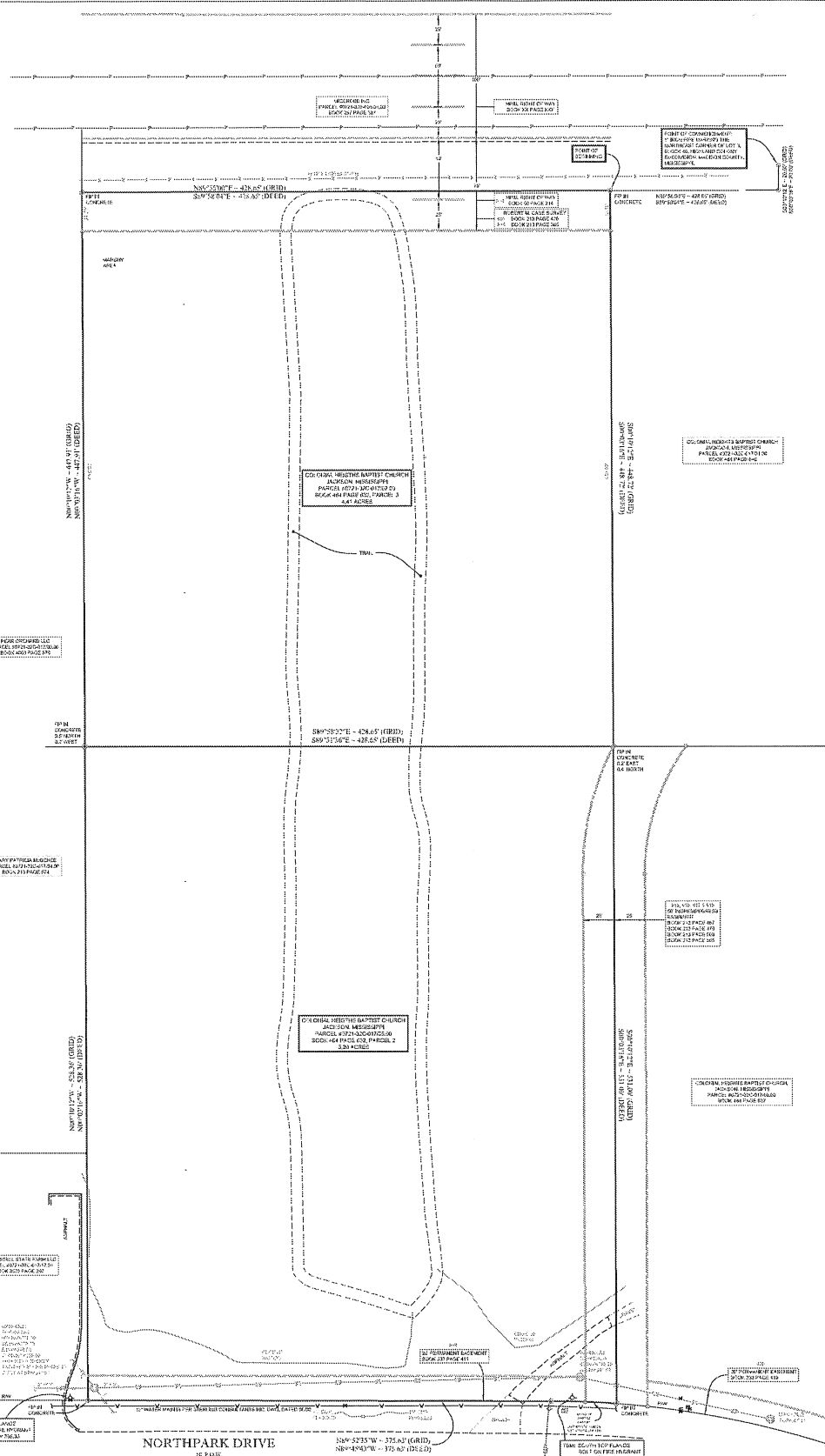
THIS IS A CLASS "A" SURVEY ACCORDING TO STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI ESTABLISHED BY THE AUTHORITY OF SECTION 75-15-15(5), MISSISSIPPI CODE OF 1972 AS AMENDED.

RED RIVER MOUNTAIN,
GRAND NORTH WESTERN PRIMITIVE STATE PLAZA, CONJUGATE
SYNTHETIC CONJUGATE NINE ANGLE C 144-707, COORDINATE FACTOR
QUADRANT, ALL DISTANCE AND LENGTHS ARE GRID VALUES,
U.S. SURVEY FEET.

ONLY VEHICLE UTILITIES ARE SHOWN

ON-THE-FLY, LOCATION AND UTILITY ARE SHOWN TO THE EXTENT POSSIBLE, USING PLANS AND VOLUME EVOLVENCE. HOWEVER, THE EXACT LOCATION AND CONTINUITY IS NOT COMBINED. VOLUME PER ORIENTATION ARE MEASURED TO THE EXTENT POSSIBLE.

THE PROPERTY'S OWNER HEREON IS AT
THE COUNTY CLERK'S OFFICE, 1215 N. CENTRAL EXPRESSWAY, FLORENCE, ALABAMA
ASSIGNED TO FLOOD INSURANCE RATE MAP
NUMBER 1000000000, DATED MARCH 17, 2010 &
NUMBER 1000000000, DATED MARCH 17, 2010.



NORTHPARK DRIVE

SURVEYOR'S CERTIFICATE

This is to certify that this map or plan and the survey on which it is based were conducted with the 2021 National Standard Field Regulations for All Tolls Surveys, jointly established and adopted by ALTA and NSPS, and include the 11, 13 & 19 of Table A thereof. The field work was completed on 05/03/2024.

Robert M. Benson
Regina-460 Philosophical Logic Seminar

Surveyor's Signature:
License No. 298

Date of Plot

SURVEYED & MAPPED
BY
BARNES SURVEYING, LLC
ROBERT MICHAEL BARNES
LAND SURVEYOR
272 S PERKINS ST., SUITE 400
RIDGELAND, MISSISSIPPI 39167
PHONE: 601.353.7878
EMAIL: mike@barnessurvey.com
FIELD WORK COMPLETED: MAY XX, 2025
PLAT DATE: MAY 13, 2025

0411-01

Exhibit D
Vicinity Map

(Attached)

ORCHARD CT

PEAR ORCHARD RD S

RING RD

C-2A

Pear Orchard ARK DR
Church, PCA

Existing Christ Covenant
School Campus

**Colonial Heights
Baptist Church**

Property

61

444

451 450

1620-1

1620 1628
1620 1628
1620 1628



Exhibit E

List of Adjacent Property Owners

(Attached)

EXHIBIT E
ADJACENT OWNERS

1. CHARTER SCHOOL PROPERTIES, LLC
 - a. Parcel ID: 072I-32C-017/16.00
 - b. Mailing Address: PO Box 4931, Jackson, MS 39216
2. WJA BURNS LLC
 - a. Parcel ID: 072I-32C-017/11.00
 - b. Mailing Address: 445 Northpark Drive, Ridgeland, MS 39157
3. HOME BUILDERS ASSOCIATION OF MS
 - a. Parcel ID: 072I-32C-017/15.00
 - b. Mailing Address: P O Box 3373, Ridgeland, MS 39158
 - c. Physical: 447 Northpark Drive, Ridgeland, MS 39157
4. MIGEROBE, Inc.
 - a. Parcel ID: 072I-32B-001/01.03
 - b. Mailing Address: P O BOX 2476, Ridgeland, MS 39158
5. CAPITAL HOLDINGS, LLC
 - a. Parcel ID: 072I-32B-001/01.02
 - b. Mailing Address: 117 E STATE ST, Ridgeland, MS 39157
 - c. Physical Address: 405 TOWNE CENTER BLVD, Ridgeland, MS 39157
6. BUY DIRECT MISSISSIPPI LLC
 - a. Parcel ID: 072I-32B-001/01.08
 - b. Mailing Address: PO BOX 509, Ridgeland, MS 39158
 - c. Physical Address: 403 TOWNE CENTER BLVD
7. PEAR ORCHARD LLC
 - a. Parcel ID: 072I-32C-017/03.00
 - b. Address: 1200 Meadowbrook Road, Unit 43, Jackson, MS 39206
 - c. No mailing address on land roll, but found this on Sec. of State
8. MCGEHEE MARY PATRICIA
 - a. Parcel ID: 072I-32C-017/04.00
 - b. Mailing Address: 110 CARR AVENUE, NEWTON, MS 39345
9. STACY E PEPPER ATTY AT LAW LLC
 - a. Parcel ID: 072I-32C-017/17.02
 - b. Mailing Address: 420 NORTHPARK DR, Ridgeland, MS 39157
10. JAY HASSELL STATE FARM LLC
 - a. Parcel ID: 072I-32C-017/17.01
 - b. Mailing Address: 1553 E COUNTY LINE RD STE 101, Jackson, MS 39211
 - c. Physical Address: 424 NORTHPARK DR

11. ZENCARO PROPERTIES INC

- a. Parcel ID: 072I-32C-017/13.00
- b. Mailing Address: 4767 PANORAMA DR, San Diego, CA 92116
- c. Physical Address: 425 NORTHPARK DR, Ridgeland, MS 39157

12. PEAR ORCHARD CHURCH PCA

- a. Parcel ID: 072I-32C-007/00.00
- b. Address: 750 PEAR ORCHARD RD S. Ridgeland, MS 39157

13. COLONIAL HEIGHTS BAPTIST CHURCH

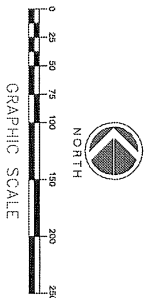
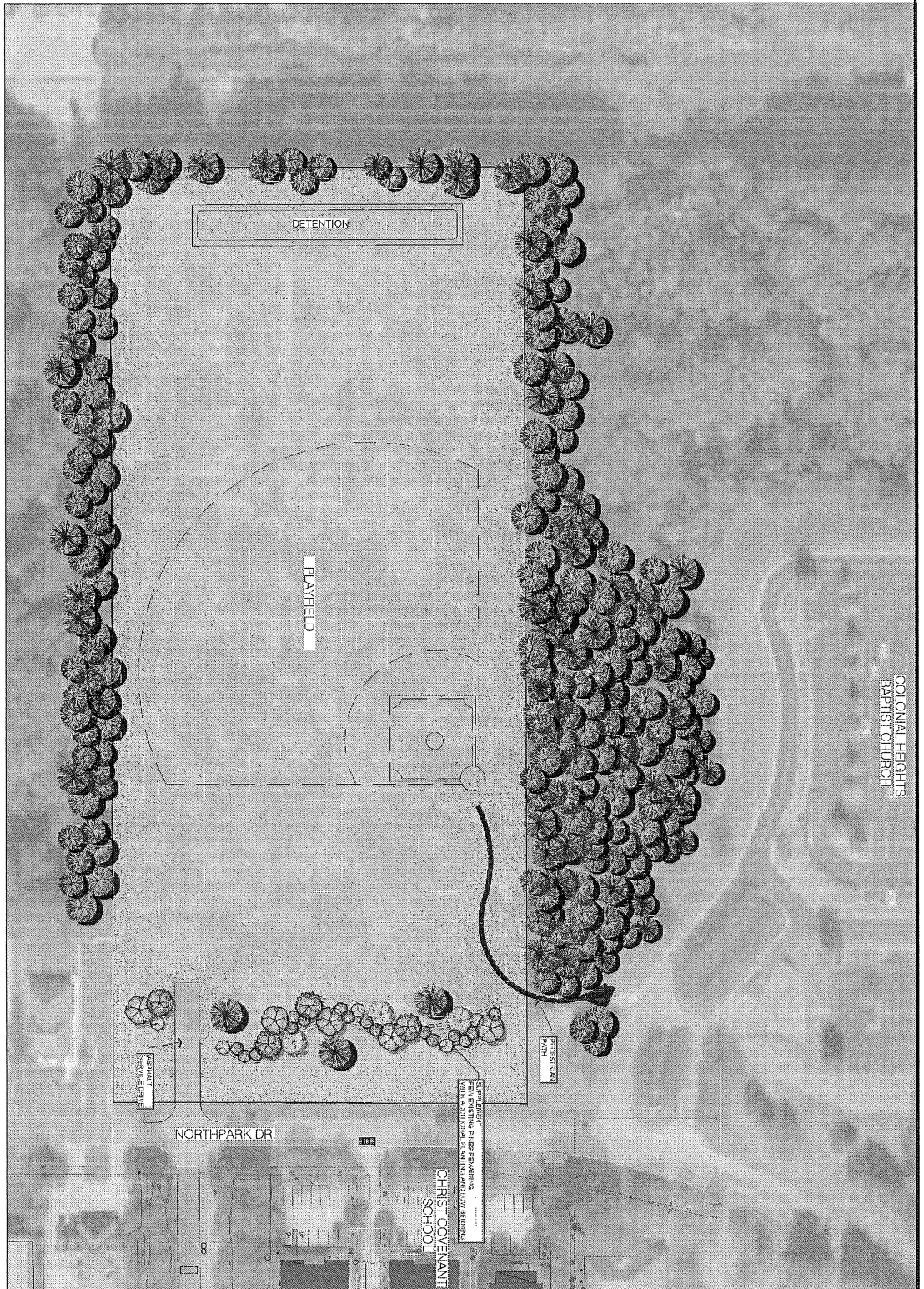
- a. Parcel ID: 072I-32C-017/06.00, 072I-32C-017/01.00, and 072I-32B-002/01.00
- b. Address: 444 Northpark Dr, Ridgeland, MS 39157

Exhibit F
Site Plan

(Attached)

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1 CONCEPTUAL RECREATION PLAN



10.0

Sheet No.

DATE

CHRIST COVENANT
SCHOOL
RIDGELAND, MISSISSIPPI

CONCEPTUAL RECREATION PLAN

TRENT RHODES
LANDSCAPE ARCHITECT
P.A.
P.O. Box 465 Brandon, Mississippi 39043
Tel. 601-552-0271



No.	Date	Revisions	By	Checked By	Staff
					STAFF
					STAFF
					SEE PLAN
					APRIL 2025



Jordan Lohman

From: Matthew Vitart <matt@covtitle.com>
Sent: Wednesday, June 18, 2025 5:42 PM
To: Jordan Lohman; Alan Hart; Markbrown043
Subject: CCS Parking Overview
Attachments: CCS - Conceptual Site (3).pdf; Northpark Dr Property Alternative Recreation Plan.pdf

Caution! This message was sent from outside your organization.

Jordan and Alan,

Thanks for the meeting yesterday. As requested, here is some additional information on CCS parking. Please add this email as a supplement to our rezoning application. If you think we need to add anything else, please let me know.

Summary: According to our engineer, Will Deninger, CCS could satisfy all of its current and future parking needs with its existing land. CCS does not need to develop parking on the 8 acres that it is acquiring and seeking to rezone to SU. Therefore, the requested rezoning is a parking neutral situation. Rezoning this land to SU won't increase or decrease parking needs or capacity for CCS.

Facts: CCS has consulted with engineer, Will Dedinger, regarding its current and future parking plan. At this time, CCS' existing parking spaces are sufficient for its present parking needs. However, it projects that it will need 60 additional spaces in the future. If necessary, this future need could be more than satisfied by adding new spaces on CCS' existing land if it had to, without the subject 8 acres and also without the Colonial Heights parking easement that we are acquiring. In fact, the engineer says CCS already has enough land to add an additional 94 spaces (34 more than its projected future need). The layout of this potential future parking addition is shown on the attached conceptual site plan prepared by Will. This would be a very expensive addition and also may not be the best use of this land.

For those reasons and others, CCS prefers to address its future parking needs via the 10 year parking easement that Colonial Heights Baptist has agreed to grant CCS over part of its parking lot. That 10 year parking easement will more than satisfy CCS' future parking needs. After that 10 years, CCS could develop the 94 spaces shown on the attached plan.

Alternatively, if CCS had to add existing parking on the subject 8 acres in the future (say for example after the Colonial Heights 10 year parking easement ends), it could do so as shown on the attached alternative site plan. However, in the near term, CCS views that both as unnecessary and cost prohibitive. If it were to use this property for a more expansive use in the future which necessitated additional parking, CCS would submit a request to the City via the standard procedures.

Finally, please note as a reminder that the City already evaluated and approved CCS' present and future parking plan in connection with the Conditional Use Permits that CCS previously obtained for the properties located at 441 and 443 Northpark Drive.

Thanks,
Matt

Matt Vitart, Esq.
Partner
COVENANT TITLE, LLC
409 W. Parkway Place, Suite 200
Ridgeland, MS 39157
601-898-4420 main office

601-842-1714 mobile

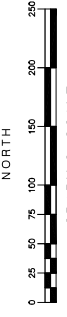




STAFF	Drawn By:	By	No.	Date	Revisions
STAFF	Checked By:				
STAFF	Scale:				
SEE PLAN	Date:				
January 2025					

TRENT RHODES, P.A.
LANDSCAPE ARCHITECT
P.O. Box 455 Brandon, Mississippi 39043
Tel: 601-499-0070

CHRIST COVENANT SCHOOL
RIDGELAND, MISSISSIPPI
CONCEPTUAL RECREATION PLAN

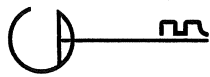


GRAPHIC SCALE

1 CONCEPTUAL RECREATION PLAN

THIS DRAWING IS CONCEPTUAL ONLY IN NATURE AND IS INTENDED ONLY TO ILLUSTRATE THE DEVELOPMENT INTENT. THIS DRAWING IS SUBJECT TO CHANGE/MODIFICATION AS THE PROJECT DEVELOPS AND NEW INFORMATION BECOMES AVAILABLE. THIS DOCUMENT, THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF TRENT RHODES LANDSCAPE ARCHITECT, P.A., AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF TRENT RHODES LANDSCAPE ARCHITECT, P.A.

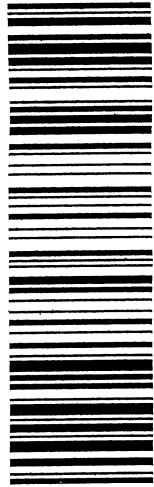




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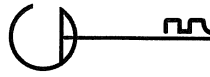


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PO Box 4931
Jackson MS 39216

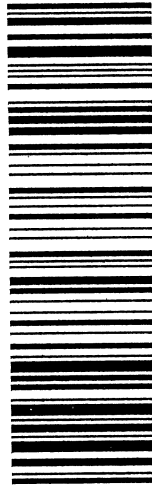
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Pear Orchard Church PC#
750 Pear Orchard Rd. S.
Ridgeland MS 39157

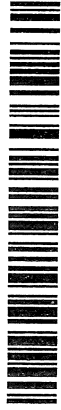
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P.O. Box 4931
Jackson, MS 39216



9590 9402 9431 5069 9864 91

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Pear Orchard Church PCA
750 Pear Orchard Rd. S
Ridgeland, MS 39157



9590 9402 9431 5069 9865 07

2. Article Number (Transfer from service label)

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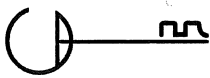
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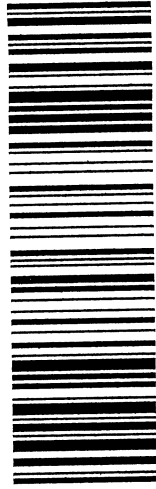
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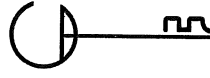


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Zencaro Properties Inc.
4767 Panorama Dr.
San Diego, CA 92116

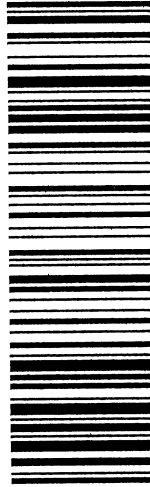
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ZIP 39157
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Colonial Heights Baptist Church
Attn: Geno Lucas
444 Northpark Dr.
Ridgeland MS 39157

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1. Article Addressed to:

Zencaro Properties Inc.
4767 Panorama Dr.
San Diego, CA 92116



9590 9402 9431 5069 9865 38

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1. Article Addressed to:

Colonial Heights Baptist Church
Attn: Gene Lucas
444 Northpark Dr.
Ridgeland, MS 39157



9590 9402 9431 5069 9865 21

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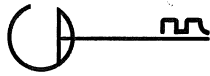
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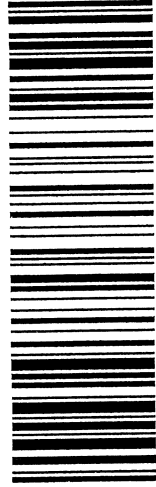


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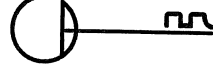
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Stacy E. Pepper Atty at Law LLC
420 Northpark Dr.
Ridgeland, MS 39157

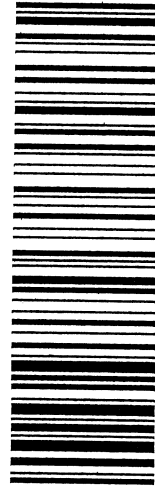


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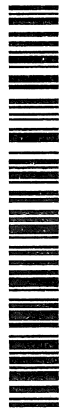
Jay Massell State Farm LLC
1553 E. County Line Rd Ste 101
Jackson MS 39211

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Stacy E. Pepper Atty at Law LLC
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1553 E. County Line Rd Ste 101
Jackson, MS 39211



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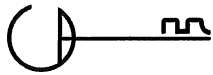
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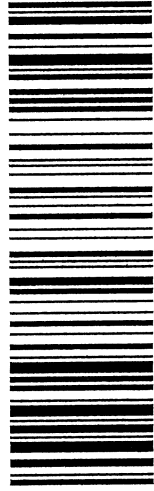
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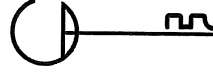
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RIDGELAND, MISSISSIPPI 39157



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Mary Mcbehee
110 Carr Avenue
Newton, MS 39345

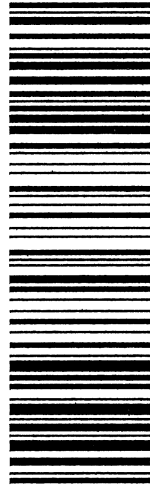
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MAY 30 2025



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RIDGELAND, MISSISSIPPI 39157



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Pear Orchard LLC
1200 Meadowbrook Rd, Unit 43
Jackson MS 39206

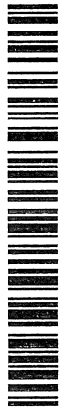
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1. Article Addressed to:

Mary McGehee
110 Carr Avenue
Newton, MS 39345



9590 9402 9431 5069 9865 69

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3368 31

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1. Article Addressed to:

Pear Orchard LLC
1200 Meadowbrook Rd., Unit 43
Jackson, MS 39206



9590 9402 9431 5069 9865 76

2. Article Number (Transfer from service label)

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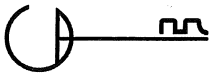
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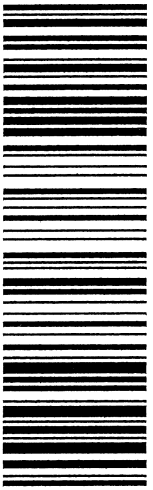


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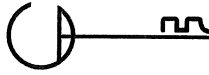
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Buy Direct Mississippi, LLC
PO Box 509
Ridgeland MS 39158



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CERTIFIED MAIL



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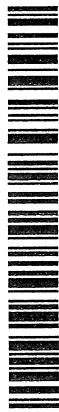
Capital Holdings LLC
117 E State St.
Ridgeland, MS 39157

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Buy Direct Mississippi, LLC
P.O. Box 509
Ridgeland, MS 39158



9590 9402 9431 5069 9865 83

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 29

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Signature Confirmation™
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Restricted Delivery

Domestic Return Receipt

PLACE STICKER ATTACHED TO ENVELOPE TO THE RIGHT OF THE RETURNED ADDRESS FOR DELIVERY OF THE MAIL

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Capital Holdings LLC
117 E. State St.
Ridgeland, MS 39157



9590 9402 9431 5069 9865 90

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 36

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

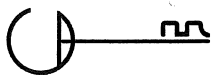
A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Adult Signature Restricted Delivery
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 - ☐ Signature Confirmation™
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Restricted Delivery

Domestic Return Receipt

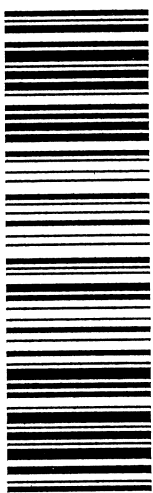


COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

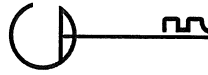
CERTIFIED MAIL



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MAY 30 2025

Yome Builders Association of MS
Po Box 3373
Ridgeland, MS 39158



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

CERTIFIED MAIL



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ZIP 39157
MAY 30 2025

Migerober, Inc.
Po Box 2476
Ridgeland MS 39158

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Home Builders Association of MS
P.O. Box 3373
Ridgeland, MS 39158



9590 9402 9431 5069 9866 13

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 50

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
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 - ☐ Certified Mail Restricted Delivery
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 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Migerohe, Inc.
P.O. Box 2476
Ridgeland, MS 39158



9590 9402 9431 5069 9866 06

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 43

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

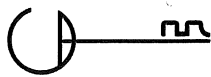
B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

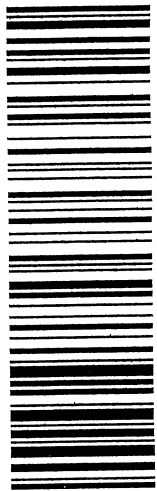


COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

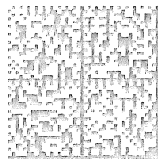
409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

CERTIFIED MAIL



9589 0710 5270 0870 3367 70

PITNEY BOWES
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US POSTAGESM
FIRST-CLASS
928W0002310856
2000256548
ZIP 39157
MAY 30 2025



WJA Burns, LLC
445 Northpark Drive
Ridgeland MS 39157

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
WJA Burns, LLC
445 Northpark Drive
Ridgeland, MS 39157



9590 9402 9431 5069 9866 20

2. Article Number (Transfer from service label)
9589 0710 5270 0870 3367 70

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Delivery	
☐ Insured Restricted Delivery	
☐ Mail Restricted Delivery	

(over \$500)

Domestic Return Receipt

AFFP

Zoning Hearing - Christ Covenant

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Ankit Sachdeva, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Madison County Journal, a newspaper printed and published in the City of Ridgeland, County of Madison, State of Mississippi, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

May. 29, 2025

NOTICE ID: z6bZ4cvliP4aTmYQOuVG

NOTICE NAME: Zoning Hearing - Christ Covenant

Publication Fee: 144.13

That said newspaper was regularly issued and circulated on those dates.

Ankit Sachdeva

(Signed) _____

VERIFICATION

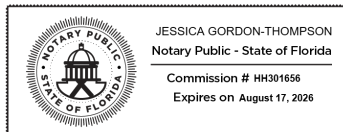
State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 05/30/2025

J. R. A.

Notary Public

Notarized remotely online using communication technology via Proof.



NOTICE OF ZONING HEARING

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A HEARING ON THURSDAY, JUNE 19, 2025, AT 6:00 O'CLOCK P.M. BEFORE THE ZONING BOARD AT THE CITY HALL, 100 W. SCHOOL STREET, RIDGELAND, MISSISSIPPI FOR THE PURPOSE OF DETERMINING WHETHER OR NOT A PETITION AND APPLICATION TO REZONE REAL PROPERTY FROM C-1 (LOW INTENSITY COMMERCIAL) AND C-2 (GENERAL COMMERCIAL) TO S-1 (SPECIAL USE) SHALL BE GRANTED TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI.

LEGAL DESCRIPTION 'A'

BEING SITUATED IN LOT 5, BLOCK 40, HIGHLAND COLONY SUBDIVISION OF SECTION 32, T7N-R2E, RIDGELAND, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT AN IRON BAR MARKING THE NE CORNER OF LOT 3, BLOCK 40, HIGHLAND COLONY SUBDIVISION, BEING ALSO THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 32, T7N, R2E, MADISON COUNTY, MISSISSIPPI, AND RUN SOUTH 0 DEGREES 03 MINUTES 16 SECONDS EAST, ALONG THE EAST BOUNDARY OF LOTS 3 AND 6, 1269.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 80 FOOT WIDE ROAD PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 1, AS CONVEYED TO THE CITY OF RIDGELAND BY DONALD B. MCGEHEE, ET AL. AND RECORDED IN DEED BOOK 211 AT PAGE 730, 737 AND 744 OF THE CHANCERY RECORDS OF MADISON COUNTY, MISSISSIPPI; RUN THENCE NORTHWESTERLY CLOCKWISE ALONG THE ARC OF A CURVE IN THE SAID SOUTH R.O.W. LINE 99.08 FEET TO THE POINT OF TANGENCY AND THE BEGINNING OF A CURVE; SAID PRECEDING CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 07 DEGREES 44 MINUTES 18 SECONDS, RADIUS OF 733.62 FEET AND CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 19 MINUTES 29 SECONDS WEST 99.01 FEET; RUN THENCE NORTHWESTERLY, COUNTERCLOCK-WISE, ALONG THE ARC OF A CURVE IN THE SAID SOUTH RIGHT OF WAY LINE 327.14 FEET TO THE NORTHEAST CORNER OF A CERTAIN 2.46 ACRE TRACT; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 28 DEGREES 22 MINUTES 04 SECONDS, RADIUS OF 660.74 FEET AND CHORD BEARING AND DISTANCE OF 66 DEGREES 38 MINUTES 34 SECONDS WEST, 323.81 FEET;

RUN THENCE SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST, 227.43 FEET TO THE BOUNDARY LINE BETWEEN RHODES AND CABELL AS ESTABLISHED BY COURT DECREE NUMBER 15616 AND RECORDED IN DEED BOOK 68 OF PAGE 376 OF THE AFORESAID CHANCERY RECORDS; RUN THENCE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST, ALONG THE BOUNDARY LINE BETWEEN RHODES AND CABELL, 321.39 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST ALONG LAST MENTIONED CALL A DISTANCE OF 131.42 FEET; RUN THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST, 237.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID 80 FOOT WIDE ROAD; RUN THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 131.42 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST A DISTANCE OF 237.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.72 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY DESCRIBED IN BOOK 389 AT PAGE 526.

and ;

LEGAL DESCRIPTION 'B'

A PARCEL OF LAND BEING SITUATED IN LOTS 3, 4, 5 AND 6, BLOCK 40, HIGHLAND COLONY SUBDIVISION, THE MAP OR PLAT OF WHICH IS RECORDED IN THE CHANCERY RECORDS OF MADISON COUNTY AT CANTON, MISSISSIPPI, BEING SITUATED IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGE- LAND, MADISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

COMMENCE AT A 1" IRON BAR FOUND WHICH MARKS THE NORTHEAST CORNER OF THE SAID LOT 3, BLOCK 40, HIGHLAND COLONY SUBDIVISION, ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SAID SOUTHWEST 1/4 OF SECTION 32 AND RUN SOUTH 00° 10' 12" EAST FOR A DISTANCE OF 20.00 FEET ALONG THE EAST LINE OF LOT 3 TO A POINT; THENCE SOUTH 89° 55' 00" WEST FOR A DISTANCE OF 428.65 FEET TO AN IRON PIN FOUND IN CONCRETE WHICH MARKS THE **POINT OF BEGINNING** FOR THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 00° 10' 12" EAST FOR A DISTANCE OF 979.72 FEET ALONG THE EASTERN LINE OF THOSE CERTAIN PARCELS OF LAND AS DESCRIBED IN PARCEL 3 AND PARCEL 2 OF BOOK 464 AT PAGE 632 IN THE SAID CHANCERY RECORDS OF MADISON COUNTY TO AN IRON PIN FOUND IN CONCRETE AT THE NORTHERN

RIGHT OF WAY LINE OF NORTHPARK DRIVE; THENCE RUN 53.08 FEET ALONG THE ARC OF A 740.74 FOOT RADIUS CURVE TO THE LEFT ALONG THE SAID NORTHERN RIGHT OF WAY LINE, ALSO BEING THE SOUTHERN LINE OF THAT SAID CERTAIN PARCEL OF LAND AS DESCRIBED IN PARCEL 2 OF BOOK 464 AT PAGE 632, SAID ARC HAVING A 53.07 FOOT CHORD WHICH BEARS NORTH 87° 49' 27" WEST TO A 5/8" IRON PIN SET; THENCE NORTH 89° 52' 35" WEST FOR A DISTANCE OF 375.63 FEET ALONG THE SAID NORTHERN RIGHT OF WAY LINE AND THE SOUTHERN LINE OF THAT SAID CERTAIN PARCEL OF LAND AS DESCRIBED IN PARCEL 2 OF BOOK 464 AT PAGE 632 TO A IRON PIN FOUND IN CONCRETE; THENCE LEAVE SAID NORTHERN RIGHT OF WAY LINE OF NORTHPARK DRIVE AND RUN NORTH 00° 10' 12" WEST FOR A DISTANCE OF 976.27 FEET ALONG THE WESTERN LINE OF THOSE SAID CERTAIN PARCELS OF LAND AS DESCRIBED IN PARCEL 2 AND PARCEL 3 OF BOOK 464 AT PAGE 632 TO AN IRON PIN FOUND IN CONCRETE; THENCE NORTH 89° 55' 00" EAST FOR A DISTANCE OF 428.65 FEET ALONG THE NORTHERN LINE OF THAT SAID CERTAIN PARCEL OF LAND AS DESCRIBED IN PARCEL 3 OF BOOK 464 AT PAGE 632 TO THE **POINT OF BEGINNING**, CONTAINING 9.6154 ACRES (418,845 SQUARE FEET), MORE OR LESS.

THE REFERENCE MERIDIAN FOR THE ABOVE DESCRIPTION IS GRID NORTH MISSISSIPPI WEST STATE PLANE COORDINATE SYSTEM, CONVERGENCE ANGLE 0.11449167°, COMBINED FACTOR 0.99994216.

**MINUTES OF THE MEETING
OF THE ZONING BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI**

A meeting of the Zoning Board of the City of Ridgeland, Mississippi (the "Board") was duly called, held, and conducted on Thursday, June 19, 2025, at 6:00 o'clock p.m. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

The following members were present, to-wit:

Bernie Giessner
Michelle Caballero
Drew Malone
Kim Lovato
Theresa Kennedy (via telephone)

Absent:

David Dunbar
Don Roberts
Judy Rice

Also present:

Zachary L. Giddy, Attorney
Jordan Lohman, City of Ridgeland

* * * * *

Chairman Bernie Giessner called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present, and that said number constituted a quorum to conduct business.

Bernie Giessner led the Pledge of Allegiance and Drew Malone opened the meeting with prayer.

All members of the Board present acknowledged receipt of the agenda and the agenda was as follows:

1. Call to Order/Invocation.
2. Adoption of Minutes.
3. Public Hearing for Petition and Application for Rezoning for **Christ Covenant School, LLC – Petitioner**

Property Address/Description:

0000 Northpark Drive

Tax Parcel Nos:

072I-32C-017/2.00, 072I-32C-017/5.00, and 072I-32C-017/14.00
(May 14, 2025)

4. Old Business/New Business.
5. Adjourn.

**Public Hearing for Petition and Application for
Rezoning for Christ Covenant School, LLC**

Mr. Bernie Giessner opened the Public Hearing on the Petition and Application for Rezoning for Christ Covenant School, LLC for properties located at 0000 Northpark Drive in the City of Ridgeland and identified by Tax Parcel Nos. 072I-32C-017/2.00, 072I-32C-017/5.00, and 072I-32C-017/14.00. The subject property consists of three parcels, two of which are presently zoned C-1, and one of which is presently zoned C-2. Petitioner is requesting to rezone all three parcels to S-1. Mr. Lohman was asked by the city attorney if the public hearing was properly noticed, and Mr. Lohman did confirm that the notice was published in the newspaper (Exhibit A) and confirmed that the notice was posted on the subject property.

Next, Mark Brown addressed the Board on behalf of the Petitioner and stated the Petitioner is requesting to rezone the three parcels from C-1 and C-2 to S-1 for the expansion of Christ Covenant School. Mr. Brown advised the neighboring church and the existing school are presently zoned S-1. Brad Reaves, attorney for the Petitioner, also addressed the Board and advised that the character of the neighborhood has changed to justify the rezoning and there is a public need for the additional school capacity. Petitioner provided certified mail receipts from notice sent to adjacent property owners (Exhibit B), a supplemental conceptual site plan (Exhibit C), a supplemental alternative recreation plan (Exhibit D), and additional information regarding parking (Exhibit E).

Opposition was given an opportunity to respond, and Ms. Diane Nino and Ms. Donna Blakely from the Enclave Homeowner's Association addressed the Board with concerns over increased traffic on Towne Center Boulevard. Petitioner advised there is no access from the parcels on to Towne Center Boulevard. No other opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Mr. Malone and seconded by Ms. Caballero, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the requested rezoning from C-1 and C-2 to S-1 on the subject property in the City of Ridgeland.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURN

Mr. Malone moved that the meeting be adjourned. The motion was seconded by Ms. Caballero and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2025.

BERNIE GIESSNER, Chairman

MICHELLE CABALLERO, Vice Chairman/Secretary

**ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
AMENDING THE OFFICIAL ZONING ORDINANCE AND MAP OF
THE CITY OF RIDGELAND, MISSISSIPPI TO REZONE REAL PROPERTY
LOCATED AT 0000 NORTHPARK DRIVE (PARCEL NOS. 072I-32C-017/2.00, 072I-32C-
017/5.00, and 072I-32C-017/14.00) IN THE CITY OF RIDGELAND, MADISON COUNTY,
MISSISSIPPI, BY CHANGING THE USE DISTRICT CLASSIFICATION FROM C-1 AND
C-2 TO S-1**

WHEREAS, Christ Covenant School, LLC (the "Petitioner") did file a Petition to rezone certain property described herein from its present C-1 and C-1 Classifications to S-1 Classification (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the "Zoning Board"), which Board scheduled a hearing on said Petition for June 19, 2025, at 6:00 o'clock p.m.; and,

WHEREAS, the Zoning Board did cause notice of the June 19, 2025, hearing to be published in the Madison County Journal, a newspaper published in the City of Ridgeland, Madison County, Mississippi, in the manner and for the time required by law, and the Zoning Administrator did post notice of same upon the affected property in the manner and for the time required by law; and,

WHEREAS, the Petitioner did provide evidence that the Petitioner had mailed notice of hearing to adjoining property owners; and,

WHEREAS, at the time, date and place specified in the notice, the Zoning Board did conduct a full and complete hearing on the Petition, and at said hearing the said Zoning Board received comments and heard evidence presented by the Petitioner and all others who appeared at said hearing and thereafter recommended that the Petition be granted; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on the Ordinance, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Petition filed herein; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen along with the recommendation of the Zoning Board, and after discussion thereof, Alderman _____ offered the following Ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi as follows, to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Petition to amend the City of Ridgeland Official Zoning Map as required by Section 600.10C of the City of Ridgeland Zoning Regulations Ordinance of February 4, 2014, exist and have been satisfied in regard to the granting of the Petition, and specifically, the Mayor and Board of Aldermen do hereby find and determine that the character of the neighborhood where the property is located has changed to such an extent as to justify the reclassification of the property, and that there is a public need for the rezoning and the land use requested in the Petition.

SECTION 3. That the Use District Classification of the following described property be, and same is hereby changed from its present C-1 and C-2 Classifications to S-1 Classification as to the following described property (the "property"), to-wit:

PARCEL 1:

A parcel of land being situated in Lots 3, 4, 5 and 6, Block 40, Highland Colony Subdivision, the map or plat of which is recorded in the Chancery Records of

Madison County at Canton, Mississippi, being situated in the Southwest 1/4 of Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1" iron bar found which marks the Northeast corner of the said Lot 3, Block 40, Highland Colony Subdivision, also being the Northeast corner of the Northwest 1/4 of the said Southwest 1/4 of Section 32 and run South 00° 10' 12" East for a distance of 20.00 feet along the east line of Lot 3 to a point; thence South 89° 55' 00" West for a distance of 428.65 feet to an iron pin found in concrete which marks the **POINT OF BEGINNING** for the parcel herein described; thence South 00° 10' 12" East for a distance of 979.72 feet along the eastern line of those certain parcels of land as described in Parcel 3 and Parcel 2 of Book 464 at Page 632 in the said Chancery Records of Madison County to an iron pin found in concrete at the northern right of way line of Northpark Drive; thence run 53.08 feet along the arc of a 740.74 foot radius curve to the left along the said northern right of way line, also being the southern line of that said certain parcel of land as described in Parcel 2 of Book 464 at Page 632, said arc having a 53.07 foot chord which bears North 87° 49' 27" West to a 5/8" iron pin set; thence North 89° 52' 35" West for a distance of 375.63 feet along the said northern right of way line and the southern line of that said certain parcel of land as described in Parcel 2 of Book 464 at Page 632 to a iron pin found in concrete; thence leave said northern right of way line of Northpark Drive and run North 00° 10' 12" West for a distance of 976.27 feet along the western line of those said certain parcels of land as described in Parcel 2 and Parcel 3 of Book 464 at Page 632 to an iron pin found in concrete; thence North 89° 55' 00" East for a distance of 428.65 feet along the northern line of that said certain parcel of land as described in Parcel 3 of Book 464 at Page 632 to the **POINT OF BEGINNING**, containing 9.6154 acres (418,845 square feet), more or less.

The reference meridian for the above description is grid north Mississippi West state plane coordinate system, convergence angle 0.11449167°, combined factor 0.99994216.

PARCEL 2:

BEING SITUATED IN LOT 5, BLOCK 40, HIGHLAND COLONY SUBDIVISION OF SECTION 32, T7N-R2E, RIDGELAND, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON BAR MARKING THE NE CORNER OF LOT 3, BLOCK 40, HIGHLAND COLONY SUBDIVISION, BEING ALSO THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 32, T7N, R2E, MADISON COUNTY, MISSISSIPPI, AND RUN SOUTH 0 DEGREES 03 MINUTES 16 SECONDS EAST, ALONG THE EAST

BOUNDARY OF LOTS 3 AND 6, 1269.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 80 FOOT WIDE ROAD PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 1, AS CONVEYED TO THE CITY OF RIDGELAND BY DONALD B. MCGEHEE, ET AL. AND RECORDED IN DEED BOOK 211 AT PAGE 730, 737 AND 744 OF THE CHANCERY RECORDS OF MADISON COUNTY, MISSISSIPPI; RUN THENCE NORTHWESTERLY CLOCKWISE ALONG THE ARC OF A CURVE IN THE SAID SOUTH R.O.W. LINE 99.08 FEET TO THE POINT OF TANGENCY AND THE BEGINNING OF A CURVE; SAID PRECEDING CURVE HAVING THE FOLLOWING CHARACTERISTICS; CENTRAL ANGLE OF 07 DEGREES 44 MINUTES 18 SECONDS, RADIUS OF 733.62 FEET AND CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 19 MINUTES 29 SECONDS WEST 99.01 FEET; RUN THENCE NORTHWESTERLY, COUNTERCLOCK-WISE, ALONG THE ARC OF A CURVE IN THE SAID SOUTH RIGHT OF WAY LINE 327.14 FEET TO THE NORTHEAST CORNER OF A CERTAIN 2.46 ACRE TRACT; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 28 DEGREES 22 MINUTES 04 SECONDS, RADIUS OF 660.74 FEET AND CHORD BEARING AND DISTANCE OF 66 DEGREES 38 MINUTES 34 SECONDS WEST, 323.81 FEET; RUN THENCE SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST, 227.43 FEET TO THE BOUNDARY LINE BETWEEN RHODES AND CABELL AS ESTABLISHED BY COURT DECREE NUMBER 15616 AND RECORDED IN DEED BOOK 68 OF PAGE 376 OF THE AFORESAID CHANCERY RECORDS; RUN THENCE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST, ALONG THE BOUNDARY LINE BETWEEN RHODES AND CABELL, 321.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST ALONG LAST MENTIONED CALL A DISTANCE OF 131.42 FEET; RUN THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST, 237.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID 80 FOOT WIDE ROAD; RUN THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 131.42 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST A DISTANCE OF 237.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.72 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY DESCRIBED IN BOOK 389 AT PAGE 526.

SECTION 4. That the City of Ridgeland Zoning Regulations Ordinance of February 4, 2014, and the Official Zoning Map be, and same are hereby amended to effectuate this change in zoning classification.

SECTION 5. This ordinance shall be effective thirty (30) days after its passage and after publication of same as required in §21-13-11 Mississippi Code of 1972.

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi at a regular meeting thereof held on the ____ day of _____, 2025.

The motion for adoption was seconded by Alderman _____, and the foregoing Ordinance having been first reduced to writing, was submitted to the Board of Aldermen for passage or rejection on roll call vote with the following results:

Alderman Ken Heard (Ward 1) voted:	_____
Alderman Chuck Gautier (Ward 2) voted:	_____
Alderman Kevin Holder (Ward 3) voted:	_____
Alderman Brian Ramsey (Ward 4) voted:	_____
Alderman Bill Lee (Ward 5) voted:	_____
Alderman Wesley Hamlin (Ward 6) voted:	_____
Alderman D.I. Smith (At large) voted:	_____

WHEREUPON, the Mayor declared the Motion had carried and that the Ordinance was adopted.

The foregoing Ordinance is approved, this the ____ day of _____, 2025.

Gene F. McGee, Mayor of the
City of Ridgeland, Mississippi

ATTEST:

Angela Richburg, City Clerk

[SEAL]

**RESOLUTION DENYING PETITION TO AMEND THE CITY
OF RIDGELAND, MADISON COUNTY, MISSISSIPPI OFFICIAL ZONING
ORDINANCE AND MAP TO REZONE REAL PROPERTY LOCATED AT 0000
NORTH PARK DRIVE (PARCEL NOS. 072I-32C-017/2.00, 072I-32C-017/5.00, and
072I-32C-017/14.00) IN THE CITY OF RIDGELAND, MADISON COUNTY,
MISSISSIPPI, BY CHANGING THE USE DISTRICT CLASSIFICATION FROM
C-1 AND C-2 TO S-1**

WHEREAS, Christ Covenant School, LLC (the "Petitioner") did file a Petition to rezone certain property described herein from its present C-1 and C-2 Classifications to S-1 Classification (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the "Zoning Board"), which Board scheduled a hearing on said Petitions for June 19, 2025, at 6:00 o'clock p.m. and did thereafter forward its recommendation thereon to the Mayor and Board of Aldermen; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the city where the property is located, and in acting on this Resolution, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Petitions filed herein; and,

WHEREAS, at the conclusion of the discussion of the Zoning Board's recommendation, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petitions and the recommendation of the Zoning Board, and after discussion thereof, Alderman _____, offered the following Resolution and moved that it be adopted, to-wit:

IT IS, THEREFORE, RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows: to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Petition to amend the City of Ridgeland Official Zoning Map as required by Section 600.10C et seq. and to grant a Petition for Special Exception and Conditional Use as required by Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February 4, 2014, do not exist, and have not been satisfied in regard to the granting of the Petitions, and specifically, the Mayor and Board of Aldermen do hereby find and determine that the character of the neighborhood where the property is located has not changed to such an extent to justify the reclassification of the property, and that there is not a public need for the rezoning and the land use requested in the Petition.

SECTION 3. That the Petition to change the use district classification of the following described property from C-1 and C-2 Classifications to S-1 and other purposes, be and the same is hereby denied. The property referenced in the Petitions (the "Property") is described as follows:

PARCEL 1:

A parcel of land being situated in Lots 3, 4, 5 and 6, Block 40, Highland Colony Subdivision, the map or plat of which is recorded in the Chancery Records of Madison County at Canton, Mississippi, being situated in the Southwest 1/4 of Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1" iron bar found which marks the Northeast corner of the said Lot 3, Block 40, Highland Colony Subdivision, also being the Northeast corner of the Northwest 1/4 of the said Southwest 1/4 of Section 32 and run South 00° 10' 12" East for a distance of 20.00 feet along the east line of Lot 3 to a point; thence South 89° 55' 00" West for a distance

of 428.65 feet to an iron pin found in concrete which marks the **POINT OF BEGINNING** for the parcel herein described; thence South 00° 10' 12" East for a distance of 979.72 feet along the eastern line of those certain parcels of land as described in Parcel 3 and Parcel 2 of Book 464 at Page 632 in the said Chancery Records of Madison County to an iron pin found in concrete at the northern right of way line of Northpark Drive; thence run 53.08 feet along the arc of a 740.74 foot radius curve to the left along the said northern right of way line, also being the southern line of that said certain parcel of land as described in Parcel 2 of Book 464 at Page 632, said arc having a 53.07 foot chord which bears North 87° 49' 27" West to a 5/8" iron pin set; thence North 89° 52' 35" West for a distance of 375.63 feet along the said northern right of way line and the southern line of that said certain parcel of land as described in Parcel 2 of Book 464 at Page 632 to a iron pin found in concrete; thence leave said northern right of way line of Northpark Drive and run North 00° 10' 12" West for a distance of 976.27 feet along the western line of those said certain parcels of land as described in Parcel 2 and Parcel 3 of Book 464 at Page 632 to an iron pin found in concrete; thence North 89° 55' 00" East for a distance of 428.65 feet along the northern line of that said certain parcel of land as described in Parcel 3 of Book 464 at Page 632 to the **POINT OF BEGINNING**, containing 9.6154 acres (418,845 square feet), more or less.

The reference meridian for the above description is grid north Mississippi West state plane coordinate system, convergence angle 0.11449167°, combined factor 0.99994216.

PARCEL 2:

BEING SITUATED IN LOT 5, BLOCK 40, HIGHLAND COLONY SUBDIVISION OF SECTION 32, T7N-R2E, RIDGELAND, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON BAR MARKING THE NE CORNER OF LOT 3, BLOCK 40, HIGHLAND COLONY SUBDIVISION, BEING ALSO THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 32, T7N, R2E, MADISON COUNTY, MISSISSIPPI, AND RUN SOUTH 0 DEGREES 03 MINUTES 16 SECONDS EAST, ALONG THE EAST BOUNDARY OF LOTS 3 AND 6, 1269.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 80 FOOT WIDE ROAD PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 1, AS CONVEYED TO THE CITY OF RIDGELAND BY DONALD B. MCGEHEE, ET AL. AND RECORDED IN DEED BOOK 211 AT PAGE 730, 737 AND 744 OF THE CHANCERY RECORDS OF MADISON COUNTY, MISSISSIPPI;

RUN THENCE NORTHWESTERLY CLOCKWISE ALONG THE ARC OF A CURVE IN THE SAID SOUTH R.O.W. LINE 99.08 FEET TO THE POINT OF TANGENCY AND THE BEGINNING OF A CURVE; SAID PRECEDING CURVE HAVING THE FOLLOWING CHARACTERISTICS; CENTRAL ANGLE OF 07 DEGREES 44 MINUTES 18 SECONDS, RADIUS OF 733.62 FEET AND CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 19 MINUTES 29 SECONDS WEST 99.01 FEET; RUN THENCE NORTHWESTERLY, COUNTERCLOCK-WISE, ALONG THE ARC OF A CURVE IN THE SAID SOUTH RIGHT OF WAY LINE 327.14 FEET TO THE NORTHEAST CORNER OF A CERTAIN 2.46 ACRE TRACT; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 28 DEGREES 22 MINUTES 04 SECONDS, RADIUS OF 660.74 FEET AND CHORD BEARING AND DISTANCE OF 66 DEGREES 38 MINUTES 34 SECONDS WEST, 323.81 FEET; RUN THENCE SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST, 227.43 FEET TO THE BOUNDARY LINE BETWEEN RHODES AND CABELL AS ESTABLISHED BY COURT DECREE NUMBER 15616 AND RECORDED IN DEED BOOK 68 OF PAGE 376 OF THE AFORESAID CHANCERY RECORDS; RUN THENCE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST, ALONG THE BOUNDARY LINE BETWEEN RHODES AND CABELL, 321.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST ALONG LAST MENTIONED CALL A DISTANCE OF 131.42 FEET; RUN THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST, 237.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID 80 FOOT WIDE ROAD; RUN THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 131.42 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST A DISTANCE OF 237.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.72 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY DESCRIBED IN BOOK 389 AT PAGE 526.

SO RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Ridgeland, Madison County, Mississippi, at a regular meeting thereof held on the ____ day of _____, 2025.

The motion to adopt the above and foregoing Resolution was seconded by

Alderman _____, and the foregoing Resolution was submitted to the Board of Aldermen for passage or rejection on roll call vote with the following result:

Alderman Ken Heard (Ward 1) voted: _____

Alderman Chuck Gautier (Ward 2) voted: _____

Alderman Kevin Holder (Ward 3) voted: _____

Alderman Brian Ramsey (Ward 4) voted: _____

Alderman Bill Lee (Ward 5) voted: _____

Alderman Wesley Hamlin (Ward 6) voted: _____

Alderman D.I. Smith (At large) voted: _____

WHEREUPON, the Mayor declared the Motion had carried and that the Resolution was adopted.

The foregoing Ordinance is approved, this the ____ day of _____, 2025.

ATTEST:

Gene F. McGee, Mayor of the
City of Ridgeland, Mississippi

Angela Richburg, City Clerk

[SEAL]

Mills, Scanlon, Dye & Pittman

ATTORNEYS AT LAW

800 Avery Boulevard North, Suite 101
Ridgeland, Mississippi 39157

Jerry L. Mills
John P. Scanlon
Zachary L. Giddy
John T. Wakeland

Telephone:
(601) 957-2600
Facsimile:
(601) 957-7440

Edwin L. Pittman, Of Counsel

Brad Dye (1933-2018)
James H. Gabriel (1948-2016)
Carolyn B. Mills (1947-2017)

June 26, 2025

Mayor Gene F. McGee
Alderman Ken Heard
Alderman Chuck Gautier
Alderman Kevin Holder
Alderman Brian Ramsey
Alderman Bill Lee
Alderman Wesley Hamlin
Alderman D. I. Smith
Post Office Box 217
Ridgeland, MS 39158

Re: Zoning Report for March 6, 2025

Dear Mayor and Board:

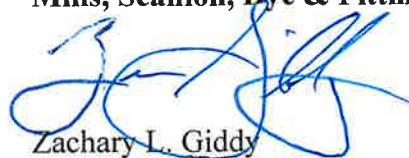
We report on the Zoning Board meeting of June 19, 2025. Enclosed for your consideration, please find the following:

1. Minutes of the June 19, 2025, Zoning Board meeting;
2. Order Approving the Petition and Application for Rezoning for Christ Covenant School, LLC;
3. Resolution Denying the Petition and Application for Rezoning for Christ Covenant School, LLC.

If you have any questions or require additional information, please do not hesitate to call us.

Sincerely,

Mills, Scanlon, Dye & Pittman



Zachary L. Giddy

ZLG/mmh
Enclosure(s)

Mayor Gene F. McGee and
Board of Aldermen
City of Ridgeland, Mississippi
March 11, 2025
Page 2

Cc: Jerry L. Mills, Esq. *(Via Email)*
John P. Scanlon, Esq. *(Via Email)*

**MINUTES OF THE MEETING
OF THE ZONING BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI**

A meeting of the Zoning Board of the City of Ridgeland, Mississippi (the "Board") was duly called, held, and conducted on Thursday, June 19, 2025, at 6:00 o'clock p.m. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

The following members were present, to-wit:

Bernie Giessner
Michelle Caballero
Drew Malone
Kim Lovato
Theresa Kennedy (via telephone)

Absent:

David Dunbar
Don Roberts
Judy Rice

Also present:

Zachary L. Giddy, Attorney
Jordan Lohman, City of Ridgeland

* * * * *

Chairman Bernie Giessner called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present, and that said number constituted a quorum to conduct business.

Bernie Giessner led the Pledge of Allegiance and Drew Malone opened the meeting with prayer.

All members of the Board present acknowledged receipt of the agenda and the agenda was as follows:

1. Call to Order/Invocation.
2. Adoption of Minutes.
3. Public Hearing for Petition and Application for Rezoning for **Christ Covenant School, LLC – Petitioner**

Property Address/Description:

0000 Northpark Drive

Tax Parcel Nos:

072I-32C-017/2.00, 072I-32C-017/5.00, and 072I-32C-017/14.00
(May 14, 2025)

4. Old Business/New Business.
5. Adjourn.

**Public Hearing for Petition and Application for
Rezoning for Christ Covenant School, LLC**

Mr. Bernie Giessner opened the Public Hearing on the Petition and Application for Rezoning for Christ Covenant School, LLC for properties located at 0000 Northpark Drive in the City of Ridgeland and identified by Tax Parcel Nos. 072I-32C-017/2.00, 072I-32C-017/5.00, and 072I-32C-017/14.00. The subject property consists of three parcels, two of which are presently zoned C-1, and one of which is presently zoned C-2. Petitioner is requesting to rezone all three parcels to S-1. Mr. Lohman was asked by the city attorney if the public hearing was properly noticed, and Mr. Lohman did confirm that the notice was published in the newspaper (Exhibit A) and confirmed that the notice was posted on the subject property.

Next, Mark Brown addressed the Board on behalf of the Petitioner and stated the Petitioner is requesting to rezone the three parcels from C-1 and C-2 to S-1 for the expansion of Christ Covenant School. Mr. Brown advised the neighboring church and the existing school are presently zoned S-1. Brad Reaves, attorney for the Petitioner, also addressed the Board and advised that the character of the neighborhood has changed to justify the rezoning and there is a public need for the additional school capacity. Petitioner provided certified mail receipts from notice sent to adjacent property owners (Exhibit B), a supplemental conceptual site plan (Exhibit C), a supplemental alternative recreation plan (Exhibit D), and additional information regarding parking (Exhibit E).

Opposition was given an opportunity to respond, and Ms. Diane Nino and Ms. Donna Blakely from the Enclave Homeowner's Association addressed the Board with concerns over increased traffic on Towne Center Boulevard. Petitioner advised there is no access from the parcels on to Towne Center Boulevard. No other opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Mr. Malone and seconded by Ms. Caballero, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the requested rezoning from C-1 and C-2 to S-1 on the subject property in the City of Ridgeland.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURN

Mr. Malone moved that the meeting be adjourned. The motion was seconded by Ms. Caballero and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2025.

BERNIE GIESSNER, Chairman

MICHELLE CABALLERO, Vice Chairman/Secretary

AFFP
Zoning Hearing - Christ Covenant

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Ankit Sachdeva, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Madison County Journal, a newspaper printed and published in the City of Ridgeland, County of Madison, State of Mississippi, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
May. 29, 2025

NOTICE ID: z6bZ4cvliP4aTmYQOuVG
NOTICE NAME: Zoning Hearing - Christ Covenant
Publication Fee: 144.13

That said newspaper was regularly issued and circulated on those dates.

Ankit Sachdeva

(Signed) _____

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: **05/30/2025**

J. Tra

Notary Public
Notarized remotely online using communication technology via Proof.

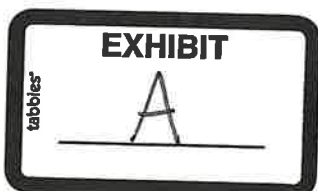


NOTICE OF ZONING HEARING

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A HEARING ON THURSDAY, JUNE 19, 2025, AT 6:00 O'CLOCK P.M. BEFORE THE ZONING BOARD AT THE CITY HALL, 100 W. SCHOOL STREET, RIDGELAND, MISSISSIPPI FOR THE PURPOSE OF DETERMINING WHETHER OR NOT A PETITION AND APPLICATION TO REZONE REAL PROPERTY FROM C-1 (LOW INTENSITY COMMERCIAL) AND C-2 (GENERAL COMMERCIAL) TO S-1 (SPECIAL USE) SHALL BE GRANTED TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI.

LEGAL DESCRIPTION 'A'

BEING SITUATED IN LOT 5, BLOCK 40, HIGHLAND COLONY SUBDIVISION OF SECTION 32, T7N-R2E, RIDGELAND, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT AN IRON BAR MARKING THE NE CORNER OF LOT 3, BLOCK 40, HIGHLAND COLONY SUBDIVISION, BEING ALSO THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 32, T7N, R2E, MADISON COUNTY, MISSISSIPPI, AND RUN SOUTH 0 DEGREES 03 MINUTES 16 SECONDS EAST, ALONG THE EAST BOUNDARY OF LOTS 3 AND 6, 1269.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 80 FOOT WIDE ROAD PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 1, AS CONVEYED TO THE CITY OF RIDGELAND BY DONALD B. MCGEHEE, ET AL. AND RECORDED IN DEED BOOK 211 AT PAGE 730, 737 AND 744 OF THE CHANCERY RECORDS OF MADISON COUNTY, MISSISSIPPI; RUN THENCE NORTHWESTERLY CLOCKWISE ALONG THE ARC OF A CURVE IN THE SAID SOUTH R.O.W. LINE 99.08 FEET TO THE POINT OF TANGENCY AND THE BEGINNING OF A CURVE; SAID PRECEDING CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 07 DEGREES 44 MINUTES 18 SECONDS, RADIUS OF 733.62 FEET AND CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 19 MINUTES 29 SECONDS WEST 99.01 FEET; RUN THENCE NORTHWESTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF A CURVE IN THE SAID SOUTH RIGHT OF WAY LINE 327.14 FEET TO THE NORTHEAST CORNER OF A CERTAIN 2.46 ACRE TRACT; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 28 DEGREES 22 MINUTES 04 SECONDS, RADIUS OF 660.74 FEET AND CHORD BEARING AND DISTANCE OF 66 DEGREES 38 MINUTES 34 SECONDS WEST, 323.81 FEET;



RUN THENCE SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST, 227.43 FEET TO THE BOUNDARY LINE BETWEEN RHODES AND CABELL AS ESTABLISHED BY COURT DECREE NUMBER 15616 AND RECORDED IN DEED BOOK 68 OF PAGE 376 OF THE AFORESAID CHANCERY RECORDS; RUN THENCE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST, ALONG THE BOUNDARY LINE BETWEEN RHODES AND CABELL, 321.39 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST ALONG LAST MENTIONED CALL A DISTANCE OF 131.42 FEET; RUN THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST, 237.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID 80 FOOT WIDE ROAD; RUN THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 131.42 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST A DISTANCE OF 237.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.72 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY DESCRIBED IN BOOK 389 AT PAGE 526.

and :

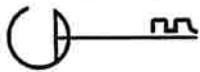
LEGAL DESCRIPTION 'B'

A PARCEL OF LAND BEING SITUATED IN LOTS 3, 4, 5 AND 6, BLOCK 40, HIGHLAND COLONY SUBDIVISION, THE MAP OR PLAT OF WHICH IS RECORDED IN THE CHANCERY RECORDS OF MADISON COUNTY AT CANTON, MISSISSIPPI, BEING SITUATED IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGE-LAND, MADISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

COMMENCE AT A 1" IRON BAR FOUND WHICH MARKS THE NORTHEAST CORNER OF THE SAID LOT 3, BLOCK 40, HIGHLAND COLONY SUBDIVISION, ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SAID SOUTHWEST 1/4 OF SECTION 32 AND RUN SOUTH 00° 10' 12" EAST FOR A DISTANCE OF 20.00 FEET ALONG THE EAST LINE OF LOT 3 TO A POINT; THENCE SOUTH 89° 55' 00" WEST FOR A DISTANCE OF 428.65 FEET TO AN IRON PIN FOUND IN CONCRETE WHICH MARKS THE **POINT OF BEGINNING** FOR THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 00° 10' 12" EAST FOR A DISTANCE OF 979.72 FEET ALONG THE EASTERN LINE OF THOSE CERTAIN PARCELS OF LAND AS DESCRIBED IN PARCEL 3 AND PARCEL 2 OF BOOK 464 AT PAGE 632 IN THE SAID CHANCERY RECORDS OF MADISON COUNTY TO AN IRON PIN FOUND IN CONCRETE AT THE NORTHERN

RIGHT OF WAY LINE OF NORTHPARK DRIVE; THENCE RUN 53.08 FEET ALONG THE ARC OF A 740.74 FOOT RADIUS CURVE TO THE LEFT ALONG THE SAID NORTHERN RIGHT OF WAY LINE, ALSO BEING THE SOUTHERN LINE OF THAT SAID CERTAIN PARCEL OF LAND AS DESCRIBED IN PARCEL 2 OF BOOK 464 AT PAGE 632, SAID ARC HAVING A 53.07 FOOT CHORD WHICH BEARS NORTH 87° 49' 27" WEST TO A 5/8" IRON PIN SET; THENCE NORTH 89° 52' 35" WEST FOR A DISTANCE OF 375.63 FEET ALONG THE SAID NORTHERN RIGHT OF WAY LINE AND THE SOUTHERN LINE OF THAT SAID CERTAIN PARCEL OF LAND AS DESCRIBED IN PARCEL 2 OF BOOK 464 AT PAGE 632 TO A IRON PIN FOUND IN CONCRETE; THENCE LEAVE SAID NORTHERN RIGHT OF WAY LINE OF NORTHPARK DRIVE AND RUN NORTH 00° 10' 12" WEST FOR A DISTANCE OF 976.27 FEET ALONG THE WESTERN LINE OF THOSE SAID CERTAIN PARCELS OF LAND AS DESCRIBED IN PARCEL 2 AND PARCEL 3 OF BOOK 464 AT PAGE 632 TO AN IRON PIN FOUND IN CONCRETE; THENCE NORTH 89° 55' 00" EAST FOR A DISTANCE OF 428.65 FEET ALONG THE NORTHERN LINE OF THAT SAID CERTAIN PARCEL OF LAND AS DESCRIBED IN PARCEL 3 OF BOOK 464 AT PAGE 632 TO THE **POINT OF BEGINNING**, CONTAINING 9.6154 ACRES (418.845 SQUARE FEET), MORE OR LESS.

THE REFERENCE MERIDIAN FOR THE ABOVE DESCRIPTION IS GRID NORTH MISSISSIPPI WEST STATE PLANE COORDINATE SYSTEM, CONVERGENCE ANGLE 0.11449167°, COMBINED FACTOR 0.99994216.



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

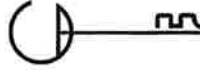
CERTIFIED MAIL



9589 0710 5270 0870 3448 67

RTN: 8011ES
3516-1
US POSTAGE
FIRST-CLASS
001 005 6211036
20100965-5
ZIP 39157
R-7 30 2015

*Charter School Properties, LLC
PO Box 4931
Jackson MS 39216*



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

CERTIFIED MAIL



9589 0710 5270 0870 3448 74

RTN: 8011ES
3516-1
US POSTAGE
FIRST-CLASS
001 005 6211036
20100965-5
ZIP 39157
R-7 30 2015

*Pear Orchard Church Plant
750 Pear Orchard Rd. S.
Ridgeland MS 39157*

EXHIBIT

B

tabbles

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Charter School Properties, LLC
P.O. Box 4931
Jackson, MS 39216



9590 9402 9431 5069 9864 91

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 67

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pear Orchard Church PCA
750 Pear Orchard Rd. S
Ridgeland, MS 39157



9590 9402 9431 5069 9865 07

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 74

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

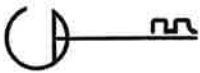
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



COVENANT TITLE

REAL ESTATE CLOSINGS

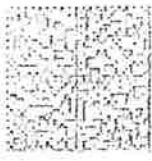
REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

CERTIFIED MAIL



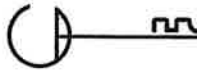
9589 0710 5270 0870 3448 98



BITNEY SUPPLIES
\$9.340
US POSTAGE
FIRST CLASS
62240022109
3000295846
ZIP 39157
NOV 13 2025

Zencaro Properties Inc.
4767 Panorama Dr.
San Diego, CA 92116

CERTIFIED MAIL



COVENANT TITLE

REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157



9589 0710 5270 0870 3448 81



BITNEY SUPPLIES
\$9.340
US POSTAGE
FIRST CLASS
62240022109
3000295846
ZIP 39157
NOV 13 2025

Colonial Heights Baptist Church
Attn: Geno Lucas
444 Northpark Dr.
Ridgeland MS 39157

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Zencero Properties Inc.
4767 Panorama Dr.
San Diego, CA 92116



9590 9402 9431 5069 9865 38

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 98

PS Form 3811, July 2020 PSN 7530-02-000-9053

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Colonial Heights Baptist Church
Attn: Geno Lucas
444 Northpark Dr.
Ridgeland, MS 39157



9590 9402 9431 5069 9865 21

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 81

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Priority Mail Express®

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

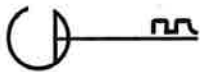
B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Priority Mail Express®

Domestic Return Receipt



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

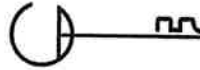
CERTIFIED MAIL



9589 0710 5270 0870 3368 24

POSTAGE
PAID
US POSTAGE
FIRST-CLASS
PERMIT NO. 11248
RIDGE, MS 39157
ZIP 39157

Stacy E. Pepper Atty at Law LLC
420 Northpark Dr.
Ridgeland, MS 39157



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

CERTIFIED MAIL



9589 0710 5270 0870 3449 04

POSTAGE
PAID
US POSTAGE
FIRST-CLASS
PERMIT NO. 11248
RIDGE, MS 39157
ZIP 39157

Jay Hassell State Farm LLC
1553 E. County Line Rd Ste 101
Jackson MS 39211

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Stacy E. Pepper Atty at Law LLC
420 Northpark Dr.
Bridge land, MS 39157



9590 9402 9431 5069 9865 52

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3368 24 all Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS (TO A ADDRESSEE)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jay Hassell State Farm LLC
1553 E. County Line Rd Ste 101
Jackson, MS 39211



9590 9402 9431 5069 9865 45

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3449 04 all Restricted Delivery

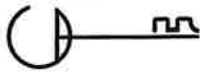
PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

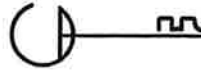
CERTIFIED MAIL



9589 0710 5270 0870 3368 31

PRINTED BY
89 842
US POSTAGE
FIRST CLASS
RIDGEVIEW, MS
ZIP 39157
MAY 30 2015

Mary McChesee
110 Carr Avenue
Newton, MS 39345



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

CERTIFIED MAIL



9589 0710 5270 0870 3448 12

PRINTED BY
89 842
US POSTAGE
FIRST CLASS
RIDGEVIEW, MS
ZIP 39157
MAY 30 2015

Pear Orchard LLC
1200 Meadowbrook Rd,
Unit 43
Jackson MS 39206

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mary McGhee
110 Carr Avenue
Newton, MS 39345



9590 9402 9431 5069 9865 69

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3368 31

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Addressee
☐ Agent

B. Received by (Printed Name)

C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pear Orchard LLC
1200 Meadowbrook Rd., Unit 43
Jackson, MS 39206



9590 9402 9431 5069 9865 76

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 12

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

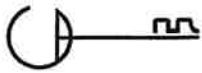
COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Addressee
☐ Agent

B. Received by (Printed Name)

C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

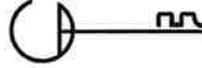
CERTIFIED MAIL



9589 0710 5270 0870 3448 29

RECEIVED
JUN 2 11
US POSTAGE
FIRST CLASS
RIDGE
ZIP 39157

Buy Direct Mississippi, LLC
PO Box 509
Ridgeland MS 39158



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

CERTIFIED MAIL



9589 0710 5270 0870 3448 36

RECEIVED
JUN 2 11
US POSTAGE
FIRST CLASS
RIDGE
ZIP 39157

Capital Holdings LLC
117 E State St.
Ridgeland, MS 39157

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD BOTTOMED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Buy Direct Mississippi, LLC
P.O. Box 599
Ridgeland, MS 39158



9590 9402 9431 5069 9865 83

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 29

PS Form 3811, July 2020 PSN 7530-02-000-9053

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD BOTTOMED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Capital Holdings LLC
117 E. State St.
Ridgeland, MS 39157



9590 9402 9431 5069 9865 90

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 36

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature		☐ Agent ☒ Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No		

3. Service Type
- ☐ Adult Signature
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery

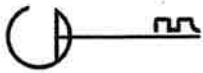
Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature		☐ Agent ☒ Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No		

3. Service Type
- ☐ Adult Signature
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery

Domestic Return Receipt



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

CERTIFIED MAIL

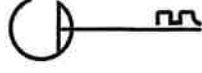


9589 0710 5270 0870 3448 50



FILED BY: 30, 519
US POSTAGE
FIRST-CLASS
RIDGE
ZIP 39157
MAR 10 2015

Yome Builders Association of MS
Po Box 3373
Ridgeland, MS 39158



COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

CERTIFIED MAIL



9589 0710 5270 0870 3448 43



FILED BY: 30, 519
US POSTAGE
FIRST-CLASS
RIDGE
ZIP 39157
MAR 10 2015

Migerober, Inc.
Po Box 2476
Ridgeland MS 39158

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Home Builders Association of MS
P.O. Box 3373
Ridge land, MS 39158



9590 9402 9431 5069 9866 13

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 50

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS, VOID AT DOTTED LINE

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
- ☐ Priority Mail Express®
 - ☐ Adult Signature
 - ☐ Registered Mail™
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Collect on Delivery
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Migerohe, Inc.
P.O. Box 2476
Ridge land, MS 39158



9590 9402 9431 5069 9866 06

2. Article Number (Transfer from service label)

9589 0710 5270 0870 3448 43

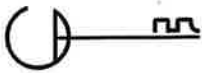
PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
- ☐ Priority Mail Express®
 - ☐ Adult Signature
 - ☐ Registered Mail™
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Collect on Delivery
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Restricted Delivery

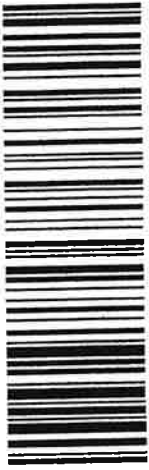


COVENANT TITLE
REAL ESTATE CLOSINGS

REEVES | GENTRY | VITART

409 W PARKWAY PLACE, SUITE 200
RIDGELAND, MISSISSIPPI 39157

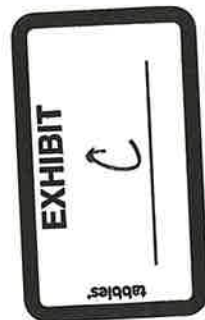
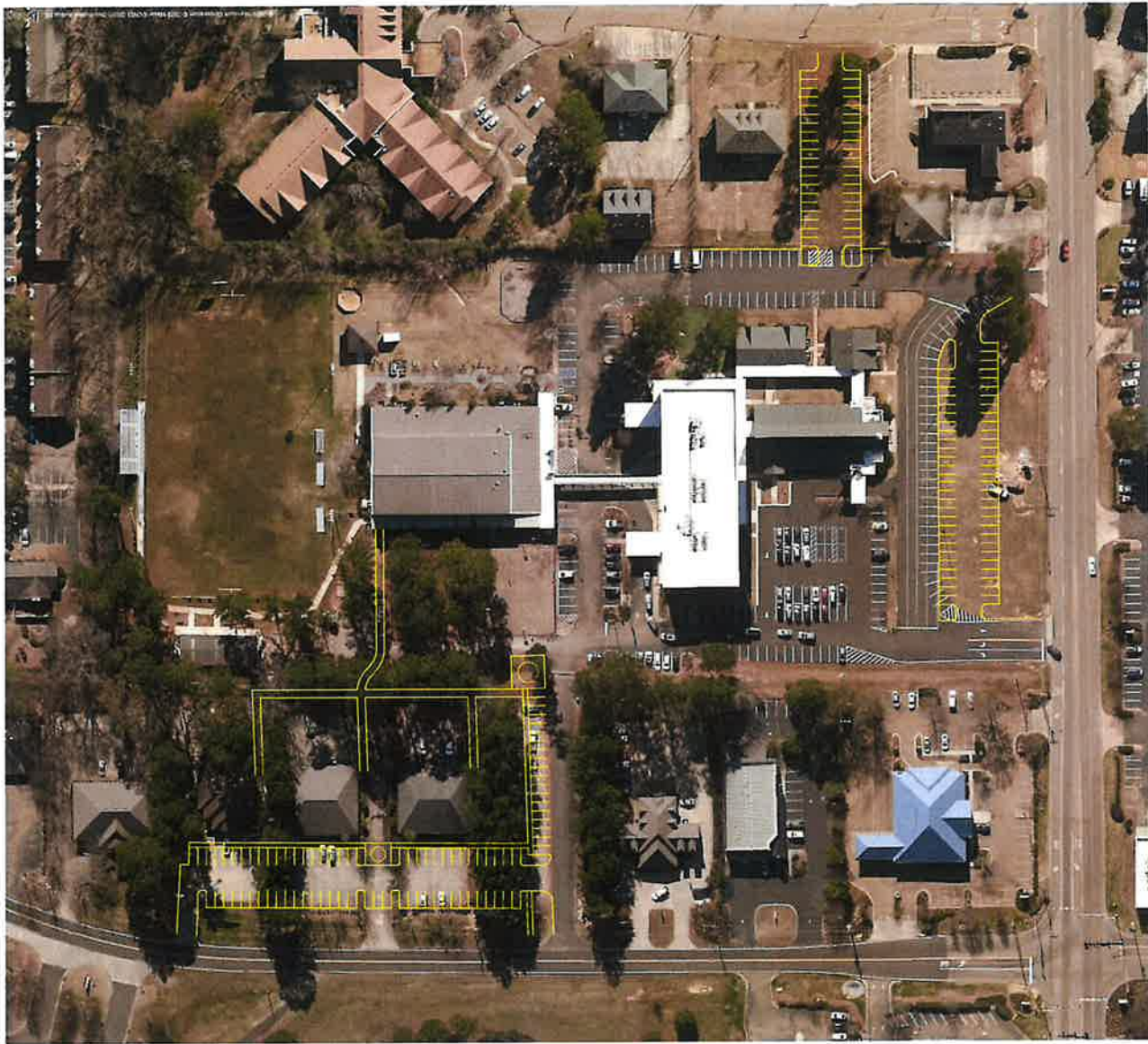
CERTIFIED MAIL



9589 0710 5270 0870 3367 70

PTNEX B00VES
09.03.10
US POSTAGE
FIRST-CLASS
425/50003110856
20002595349
ZIP 39157
MAY 20 2005

WJA Burns, LLC
445 Northpark Drive
Ridgeland MS 39157





1 CONCEPTUAL RECREATION PLAN



GRAPHIC SCALE

THIS DRAWING IS CONCEPTUAL ONLY IN NATURE AND IS INTENDED ONLY TO ILLUSTRATE THE DEVELOPMENT INTENT.
THIS DRAWING IS SUBJECT TO CHANGE/MODIFICATION AS THE PROJECT DEVELOPS AND NEW INFORMATION BECOMES AVAILABLE.
THIS DOCUMENT, THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF
TRENT RHODES LANDSCAPE ARCHITECT, P.A. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF TRENT RHODES LANDSCAPE ARCHITECT, P.A.



JOB No.		Sheet No.	
		L0.0	
CHRIST COVENANT SCHOOL RIDGELAND, MISSISSIPPI *****		TRENT RHODES, LANDSCAPE ARCHITECT P.A. P.O. Box 465 Brandon, Mississippi 39007 Tel: 601.292.0070	
CONTENTS: CONCEPTUAL RECREATION PLAN		+ +	
		No. Date Revisions By Date	
		Checked by: STAFF	
		Reviewed by: SEE PLAN	
		Date: January 2025	

Jordan Lohman

From: Matthew Vitart <matt@covtitle.com>
Sent: Wednesday, June 18, 2025 5:42 PM
To: Jordan Lohman; Alan Hart; Markbrown043
Subject: CCS Parking Overview
Attachments: CCS - Conceptual Site (3).pdf; Northpark Dr Property Alternative Recreation Plan.pdf

Caution! This message was sent from outside your organization.

Jordan and Alan,

Thanks for the meeting yesterday. As requested, here is some additional information on CCS parking. Please add this email as a supplement to our rezoning application. If you think we need to add anything else, please let me know.

Summary: According to our engineer, Will Deninger, CCS could satisfy all of its current and future parking needs with its existing land. CCS does not need to develop parking on the 8 acres that it is acquiring and seeking to rezone to SU. Therefore, the requested rezoning is a parking neutral situation. Rezoning this land to SU won't increase or decrease parking needs or capacity for CCS.

Facts: CCS has consulted with engineer, Will Dedinger, regarding its current and future parking plan. At this time, CCS' existing parking spaces are sufficient for its present parking needs. However, it projects that it will need 60 additional spaces in the future. If necessary, this future need could be more than satisfied by adding new spaces on CCS' existing land if it had to, without the subject 8 acres and also without the Colonial Heights parking easement that we are acquiring. In fact, the engineer says CCS already has enough land to add an additional 94 spaces (34 more than its projected future need). The layout of this potential future parking addition is shown on the attached conceptual site plan prepared by Will. This would be a very expensive addition and also may not be the best use of this land.

For those reasons and others, CCS prefers to address its future parking needs via the 10 year parking easement that Colonial Heights Baptist has agreed to grant CCS over part of its parking lot. That 10 year parking easement will more than satisfy CCS' future parking needs. After that 10 years, CCS could develop the 94 spaces shown on the attached plan.

Alternatively, if CCS had to add existing parking on the subject 8 acres in the future (say for example after the Colonial Heights 10 year parking easement ends), it could do so as shown on the attached alternative site plan. However, in the near term, CCS views that both as unnecessary and cost prohibitive. If it were to use this property for a more expansive use in the future which necessitated additional parking, CCS would submit a request to the City via the standard procedures.

Finally, please note as a reminder that the City already evaluated and approved CCS' present and future parking plan in connection with the Conditional Use Permits that CCS previously obtained for the properties located at 441 and 443 Northpark Drive.

Thanks,
Matt

Matt Vitart, Esq.
Partner
COVENANT TITLE, LLC
409 W. Parkway Place, Suite 200
Ridgeland, MS 39157
601-898-4420 main office



601-842-1714 mobile

**ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
AMENDING THE OFFICIAL ZONING ORDINANCE AND MAP OF
THE CITY OF RIDGELAND, MISSISSIPPI TO REZONE REAL PROPERTY
LOCATED AT 0000 NORTHPARK DRIVE (PARCEL NOS. 072I-32C-017/2.00, 072I-32C-
017/5.00, and 072I-32C-017/14.00) IN THE CITY OF RIDGELAND, MADISON COUNTY,
MISSISSIPPI, BY CHANGING THE USE DISTRICT CLASSIFICATION FROM C-1 AND
C-2 TO S-1**

WHEREAS, Christ Covenant School, LLC (the "Petitioner") did file a Petition to rezone certain property described herein from its present C-1 and C-1 Classifications to S-1 Classification (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the "Zoning Board"), which Board scheduled a hearing on said Petition for June 19, 2025, at 6:00 o'clock p.m.; and,

WHEREAS, the Zoning Board did cause notice of the June 19, 2025, hearing to be published in the Madison County Journal, a newspaper published in the City of Ridgeland, Madison County, Mississippi, in the manner and for the time required by law, and the Zoning Administrator did post notice of same upon the affected property in the manner and for the time required by law; and,

WHEREAS, the Petitioner did provide evidence that the Petitioner had mailed notice of hearing to adjoining property owners; and,

WHEREAS, at the time, date and place specified in the notice, the Zoning Board did conduct a full and complete hearing on the Petition, and at said hearing the said Zoning Board received comments and heard evidence presented by the Petitioner and all others who appeared at said hearing and thereafter recommended that the Petition be granted; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on the Ordinance, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Petition filed herein; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen along with the recommendation of the Zoning Board, and after discussion thereof, Alderman _____ offered the following Ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi as follows, to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Petition to amend the City of Ridgeland Official Zoning Map as required by Section 600.10C of the City of Ridgeland Zoning Regulations Ordinance of February 4, 2014, exist and have been satisfied in regard to the granting of the Petition, and specifically, the Mayor and Board of Aldermen do hereby find and determine that the character of the neighborhood where the property is located has changed to such an extent as to justify the reclassification of the property, and that there is a public need for the rezoning and the land use requested in the Petition.

SECTION 3. That the Use District Classification of the following described property be, and same is hereby changed from its present C-1 and C-2 Classifications to S-1 Classification as to the following described property (the "property"), to-wit:

PARCEL 1:

A parcel of land being situated in Lots 3, 4, 5 and 6, Block 40, Highland Colony Subdivision, the map or plat of which is recorded in the Chancery Records of

Madison County at Canton, Mississippi, being situated in the Southwest 1/4 of Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1" iron bar found which marks the Northeast corner of the said Lot 3, Block 40, Highland Colony Subdivision, also being the Northeast corner of the Northwest 1/4 of the said Southwest 1/4 of Section 32 and run South 00° 10' 12" East for a distance of 20.00 feet along the east line of Lot 3 to a point; thence South 89° 55' 00" West for a distance of 428.65 feet to an iron pin found in concrete which marks the **POINT OF BEGINNING** for the parcel herein described; thence South 00° 10' 12" East for a distance of 979.72 feet along the eastern line of those certain parcels of land as described in Parcel 3 and Parcel 2 of Book 464 at Page 632 in the said Chancery Records of Madison County to an iron pin found in concrete at the northern right of way line of Northpark Drive; thence run 53.08 feet along the arc of a 740.74 foot radius curve to the left along the said northern right of way line, also being the southern line of that said certain parcel of land as described in Parcel 2 of Book 464 at Page 632, said arc having a 53.07 foot chord which bears North 87° 49' 27" West to a 5/8" iron pin set; thence North 89° 52' 35" West for a distance of 375.63 feet along the said northern right of way line and the southern line of that said certain parcel of land as described in Parcel 2 of Book 464 at Page 632 to a iron pin found in concrete; thence leave said northern right of way line of Northpark Drive and run North 00° 10' 12" West for a distance of 976.27 feet along the western line of those said certain parcels of land as described in Parcel 2 and Parcel 3 of Book 464 at Page 632 to an iron pin found in concrete; thence North 89° 55' 00" East for a distance of 428.65 feet along the northern line of that said certain parcel of land as described in Parcel 3 of Book 464 at Page 632 to the **POINT OF BEGINNING**, containing 9.6154 acres (418,845 square feet), more or less.

The reference meridian for the above description is grid north Mississippi West state plane coordinate system, convergence angle 0.11449167°, combined factor 0.99994216.

PARCEL 2:

BEING SITUATED IN LOT 5, BLOCK 40, HIGHLAND COLONY SUBDIVISION OF SECTION 32, T7N-R2E, RIDGELAND, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON BAR MARKING THE NE CORNER OF LOT 3, BLOCK 40, HIGHLAND COLONY SUBDIVISION, BEING ALSO THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 32, T7N, R2E, MADISON COUNTY, MISSISSIPPI, AND RUN SOUTH 0 DEGREES 03 MINUTES 16 SECONDS EAST, ALONG THE EAST

BOUNDARY OF LOTS 3 AND 6, 1269.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 80 FOOT WIDE ROAD PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 1, AS CONVEYED TO THE CITY OF RIDGELAND BY DONALD B. MCGEHEE, ET AL. AND RECORDED IN DEED BOOK 211 AT PAGE 730, 737 AND 744 OF THE CHANCERY RECORDS OF MADISON COUNTY, MISSISSIPPI; RUN THENCE NORTHWESTERLY CLOCKWISE ALONG THE ARC OF A CURVE IN THE SAID SOUTH R.O.W. LINE 99.08 FEET TO THE POINT OF TANGENCY AND THE BEGINNING OF A CURVE; SAID PRECEDING CURVE HAVING THE FOLLOWING CHARACTERISTICS; CENTRAL ANGLE OF 07 DEGREES 44 MINUTES 18 SECONDS, RADIUS OF 733.62 FEET AND CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 19 MINUTES 29 SECONDS WEST 99.01 FEET; RUN THENCE NORTHWESTERLY, COUNTERCLOCK-WISE, ALONG THE ARC OF A CURVE IN THE SAID SOUTH RIGHT OF WAY LINE 327.14 FEET TO THE NORTHEAST CORNER OF A CERTAIN 2.46 ACRE TRACT; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 28 DEGREES 22 MINUTES 04 SECONDS, RADIUS OF 660.74 FEET AND CHORD BEARING AND DISTANCE OF 66 DEGREES 38 MINUTES 34 SECONDS WEST, 323.81 FEET; RUN THENCE SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST, 227.43 FEET TO THE BOUNDARY LINE BETWEEN RHODES AND CABELL AS ESTABLISHED BY COURT DECREE NUMBER 15616 AND RECORDED IN DEED BOOK 68 OF PAGE 376 OF THE AFORESAID CHANCERY RECORDS; RUN THENCE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST, ALONG THE BOUNDARY LINE BETWEEN RHODES AND CABELL, 321.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST ALONG LAST MENTIONED CALL A DISTANCE OF 131.42 FEET; RUN THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST, 237.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID 80 FOOT WIDE ROAD; RUN THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 131.42 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST A DISTANCE OF 237.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.72 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY DESCRIBED IN BOOK 389 AT PAGE 526.

SECTION 4. That the City of Ridgeland Zoning Regulations Ordinance of February 4, 2014, and the Official Zoning Map be, and same are hereby amended to effectuate this change in zoning classification.

SECTION 5. This ordinance shall be effective thirty (30) days after its passage and after publication of same as required in §21-13-11 Mississippi Code of 1972.

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi at a regular meeting thereof held on the ____ day of _____, 2025.

The motion for adoption was seconded by Alderman _____, and the foregoing Ordinance having been first reduced to writing, was submitted to the Board of Aldermen for passage or rejection on roll call vote with the following results:

Alderman Ken Heard (Ward 1) voted:	_____
Alderman Chuck Gautier (Ward 2) voted:	_____
Alderman Kevin Holder (Ward 3) voted:	_____
Alderman Brian Ramsey (Ward 4) voted:	_____
Alderman Bill Lee (Ward 5) voted:	_____
Alderman Wesley Hamlin (Ward 6) voted:	_____
Alderman D.I. Smith (At large) voted:	_____

WHEREUPON, the Mayor declared the Motion had carried and that the Ordinance was adopted.

The foregoing Ordinance is approved, this the ____ day of _____, 2025.

Gene F. McGee, Mayor of the
City of Ridgeland, Mississippi

ATTEST:

Angela Richburg, City Clerk

[SEAL]

**RESOLUTION DENYING PETITION TO AMEND THE CITY
OF RIDGELAND, MADISON COUNTY, MISSISSIPPI OFFICIAL ZONING
ORDINANCE AND MAP TO REZONE REAL PROPERTY LOCATED AT 0000
NORTH PARK DRIVE (PARCEL NOS. 072I-32C-017/2.00, 072I-32C-017/5.00, and
072I-32C-017/14.00) IN THE CITY OF RIDGELAND, MADISON COUNTY,
MISSISSIPPI, BY CHANGING THE USE DISTRICT CLASSIFICATION FROM
C-1 AND C-2 TO S-1**

WHEREAS, Christ Covenant School, LLC (the "Petitioner") did file a Petition to rezone certain property described herein from its present C-1 and C-2 Classifications to S-1 Classification (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the "Zoning Board"), which Board scheduled a hearing on said Petitions for June 19, 2025, at 6:00 o'clock p.m. and did thereafter forward its recommendation thereon to the Mayor and Board of Aldermen; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the city where the property is located, and in acting on this Resolution, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Petitions filed herein; and,

WHEREAS, at the conclusion of the discussion of the Zoning Board's recommendation, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petitions and the recommendation of the Zoning Board, and after discussion thereof, Alderman _____, offered the following Resolution and moved that it be adopted, to-wit:

IT IS, THEREFORE, RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows: to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Petition to amend the City of Ridgeland Official Zoning Map as required by Section 600.10C et seq. and to grant a Petition for Special Exception and Conditional Use as required by Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February 4, 2014, do not exist, and have not been satisfied in regard to the granting of the Petitions, and specifically, the Mayor and Board of Aldermen do hereby find and determine that the character of the neighborhood where the property is located has not changed to such an extent to justify the reclassification of the property, and that there is not a public need for the rezoning and the land use requested in the Petition.

SECTION 3. That the Petition to change the use district classification of the following described property from C-1 and C-2 Classifications to S-1 and other purposes, be and the same is hereby denied. The property referenced in the Petitions (the "Property") is described as follows:

PARCEL 1:

A parcel of land being situated in Lots 3, 4, 5 and 6, Block 40, Highland Colony Subdivision, the map or plat of which is recorded in the Chancery Records of Madison County at Canton, Mississippi, being situated in the Southwest 1/4 of Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1" iron bar found which marks the Northeast corner of the said Lot 3, Block 40, Highland Colony Subdivision, also being the Northeast corner of the Northwest 1/4 of the said Southwest 1/4 of Section 32 and run South 00° 10' 12" East for a distance of 20.00 feet along the east line of Lot 3 to a point; thence South 89° 55' 00" West for a distance

of 428.65 feet to an iron pin found in concrete which marks the **POINT OF BEGINNING** for the parcel herein described; thence South 00° 10' 12" East for a distance of 979.72 feet along the eastern line of those certain parcels of land as described in Parcel 3 and Parcel 2 of Book 464 at Page 632 in the said Chancery Records of Madison County to an iron pin found in concrete at the northern right of way line of Northpark Drive; thence run 53.08 feet along the arc of a 740.74 foot radius curve to the left along the said northern right of way line, also being the southern line of that said certain parcel of land as described in Parcel 2 of Book 464 at Page 632, said arc having a 53.07 foot chord which bears North 87° 49' 27" West to a 5/8" iron pin set; thence North 89° 52' 35" West for a distance of 375.63 feet along the said northern right of way line and the southern line of that said certain parcel of land as described in Parcel 2 of Book 464 at Page 632 to a iron pin found in concrete; thence leave said northern right of way line of Northpark Drive and run North 00° 10' 12" West for a distance of 976.27 feet along the western line of those said certain parcels of land as described in Parcel 2 and Parcel 3 of Book 464 at Page 632 to an iron pin found in concrete; thence North 89° 55' 00" East for a distance of 428.65 feet along the northern line of that said certain parcel of land as described in Parcel 3 of Book 464 at Page 632 to the **POINT OF BEGINNING**, containing 9.6154 acres (418,845 square feet), more or less.

The reference meridian for the above description is grid north Mississippi West state plane coordinate system, convergence angle 0.11449167°, combined factor 0.99994216.

PARCEL 2:

BEING SITUATED IN LOT 5, BLOCK 40, HIGHLAND COLONY SUBDIVISION OF SECTION 32, T7N-R2E, RIDGELAND, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON BAR MARKING THE NE CORNER OF LOT 3, BLOCK 40, HIGHLAND COLONY SUBDIVISION, BEING ALSO THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 32, T7N, R2E, MADISON COUNTY, MISSISSIPPI, AND RUN SOUTH 0 DEGREES 03 MINUTES 16 SECONDS EAST, ALONG THE EAST BOUNDARY OF LOTS 3 AND 6, 1269.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 80 FOOT WIDE ROAD PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 1, AS CONVEYED TO THE CITY OF RIDGELAND BY DONALD B. MCGEHEE, ET AL. AND RECORDED IN DEED BOOK 211 AT PAGE 730, 737 AND 744 OF THE CHANCERY RECORDS OF MADISON COUNTY, MISSISSIPPI;

RUN THENCE NORTHWESTERLY CLOCKWISE ALONG THE ARC OF A CURVE IN THE SAID SOUTH R.O.W. LINE 99.08 FEET TO THE POINT OF TANGENCY AND THE BEGINNING OF A CURVE; SAID PRECEDING CURVE HAVING THE FOLLOWING CHARACTERISTICS; CENTRAL ANGLE OF 07 DEGREES 44 MINUTES 18 SECONDS, RADIUS OF 733.62 FEET AND CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 19 MINUTES 29 SECONDS WEST 99.01 FEET; RUN THENCE NORTHWESTERLY, COUNTERCLOCK-WISE, ALONG THE ARC OF A CURVE IN THE SAID SOUTH RIGHT OF WAY LINE 327.14 FEET TO THE NORTHEAST CORNER OF A CERTAIN 2.46 ACRE TRACT; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 28 DEGREES 22 MINUTES 04 SECONDS, RADIUS OF 660.74 FEET AND CHORD BEARING AND DISTANCE OF 66 DEGREES 38 MINUTES 34 SECONDS WEST, 323.81 FEET; RUN THENCE SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST, 227.43 FEET TO THE BOUNDARY LINE BETWEEN RHODES AND CABELL AS ESTABLISHED BY COURT DECREE NUMBER 15616 AND RECORDED IN DEED BOOK 68 OF PAGE 376 OF THE AFORESAID CHANCERY RECORDS; RUN THENCE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST, ALONG THE BOUNDARY LINE BETWEEN RHODES AND CABELL, 321.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST ALONG LAST MENTIONED CALL A DISTANCE OF 131.42 FEET; RUN THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST, 237.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID 80 FOOT WIDE ROAD; RUN THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 131.42 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST A DISTANCE OF 237.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.72 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY DESCRIBED IN BOOK 389 AT PAGE 526.

SO RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Ridgeland, Madison County, Mississippi, at a regular meeting thereof held on the ____ day of _____, 2025.

The motion to adopt the above and foregoing Resolution was seconded by

Alderman _____, and the foregoing Resolution was submitted to the Board of Aldermen for passage or rejection on roll call vote with the following result:

Alderman Ken Heard (Ward 1) voted: _____

Alderman Chuck Gautier (Ward 2) voted: _____

Alderman Kevin Holder (Ward 3) voted: _____

Alderman Brian Ramsey (Ward 4) voted: _____

Alderman Bill Lee (Ward 5) voted: _____

Alderman Wesley Hamlin (Ward 6) voted: _____

Alderman D.I. Smith (At large) voted: _____

WHEREUPON, the Mayor declared the Motion had carried and that the Resolution was adopted.

The foregoing Ordinance is approved, this the ____ day of _____, 2025.

ATTEST:

Gene F. McGee, Mayor of the
City of Ridgeland, Mississippi

Angela Richburg, City Clerk

[SEAL]

**ORDER OF THE MAYOR AND BOARD OF ALDERMEN
APPOINTING CITY ATTORNEY AND FIXING HIS COMPENSATION**

BE IT ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI, that the law firm of Mills & Scanlon, P.A., d/b/a Mills, Scanlon, Dye & Pittman be and is hereby appointed City Attorney for the City of Ridgeland pursuant to the provisions of Section 21-15-23 of the *Mississippi Code of 1972*.

BE IT FURTHER ORDERED that under the direction of Jerry L. Mills and John P. Scanlon, their law firm shall perform all the duties required of and permitted to a City Attorney by law, specifically, including, but not limited to, representing the City of Ridgeland in litigated and administrative matters, providing legal counsel to the Mayor and Board of Aldermen and such other city officials as shall be directed by the Mayor and Board of Aldermen, and providing all legal services necessary to the City of Ridgeland except as may hereafter be designated by the Mayor and Board of Aldermen.

BE IT FURTHER ORDERED that for the attendance at meetings of the Mayor and Board of Aldermen, including any work sessions and regular legal status meetings individually with the Mayor, the City Attorney shall be paid the sum of \$1,000.00 per month. For the performance of other services to the City of Ridgeland, the City Attorney shall be paid at the rate of \$225.00 per hour for work conducted by attorneys and \$95 per hour for paralegal work when approved by the City. Should any work be performed by any other member or employee of the City Attorney's law firm the hourly rate will not exceed such person's regular hourly rate and in no event shall exceed \$225.00 per hour without further order of the Mayor and Board of Aldermen. In addition thereto, the City Attorney shall be reimbursed for all reasonable expenses incurred in connection with such representation of the City of Ridgeland.

BE IT FURTHER ORDERED that the City Attorney's regular duties shall include services rendered in connection with the issuance or refunding of bonds when (1) outside bond counsel is retained by the City of Ridgeland, (2) the bonds or other instrument of debt are validated by the Chancery Clerk, (3) and no opinion as to federal or state income taxation is required of the City Attorney. In such cases, the City Attorney shall be compensated at the regular hourly rate set forth herein. Should, however, legal expenses in connection with the issuance of bonds be borne by some other person or entity other than the City of Ridgeland, the City Attorney shall be compensated for his necessary services at a rate which is agreed on by the City Attorney and such other person or entity.

SO ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI, in regular meeting assembled on this _____ day of July, 2025.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____
GENE F. MCGEE, MAYOR

ATTEST:

ANGELA RICHBURG, CITY CLERK



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 25, 2025

RE: **Bid Award and Authority to Sign Contract**
Old Agency Ditch Improvements Project

The Public Works Department recommends the Mayor and Board of Aldermen award the bid to Hemphill Construction Company, Inc. per the Project Engineer's recommendation (attached). In addition, it is requested that the Board of Aldermen grant the Mayor the authority to execute the Contract with Hemphill. Thank you for your consideration of this matter.

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

June 24, 2025

Mr. Alan Hart
Public Works Director
City of Ridgeland
100 W. School St.
Ridgeland, MS 39157

RE: Old Agency Road Ditch Improvements
Benchmark # B-11313
Bid Results

Dear Mr. Hart:

The City of Ridgeland received bids for the above referenced project on June 18th, 2025 at 10:00 am, from two Contractors. The apparent low bid for the project was submitted by Hemphill Construction Company, Inc. of Florence, MS with a total bid of \$394,995.00.

After reviewing and evaluating the bids and bid packets, we have found no irregularities within the low bid, therefore, based on our opinion and review, it is our recommendation to award the bid to Hemphill Construction Company, Inc. per the direction of the Mayor and Board.

At your request, we will begin preparing the contract documents for execution by the Owner and the Contractor. Should you have any questions or need additional information, please do not hesitate to contact me at 601-627-7786.

Sincerely,



Gregory A. Bonds, P.E.
Benchmark Engineering & Surveying, LLC

PROJECTB-11313, OLD AGENCY ROAD DITCH IMPROVEMENTS

DATE:6/24/2025

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	HEMPHILL CONSTRUCTION CO., INC.		ERS, INC.			
				UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL
1	MOBILIZATION	1	LS	\$ 43,680.00	\$ 43,680.00	\$ 78,500.00	\$ 78,500.00		\$ -
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 42,970.00	\$ 42,970.00	\$ 34,750.00	\$ 34,750.00		\$ -
3	BORROW EXCAVATION, FM, AH	880	CY	\$ 25.00	\$ 22,000.00	\$ 95.00	\$ 83,600.00		\$ -
4	EXCESS EXCAVATION, FM, AH	150	CY	\$ 21.00	\$ 3,150.00	\$ 73.00	\$ 10,950.00		\$ -
5	UNCLASSIFIED EXCAVATION, FM, AH	150	CY	\$ 15.00	\$ 2,250.00	\$ 74.00	\$ 11,100.00		\$ -
6	GRANULAR MATERIAL, CLASS 5, GROUP C	120	CY	\$ 175.00	\$ 21,000.00	\$ 131.00	\$ 15,720.00		\$ -
7	DITCH REGRADING AND SHAPING	95	SY	\$ 40.00	\$ 3,800.00	\$ 95.00	\$ 9,025.00		\$ -
8	SAW CUT, FULL DEPTH	55	LF	\$ 7.00	\$ 385.00	\$ 85.00	\$ 4,675.00		\$ -
9	REMOCVAL OF ASPHALT PAVEMENT, ALL DEPTHS	45	SY	\$ 25.00	\$ 1,125.00	\$ 110.00	\$ 4,950.00		\$ -
10	REMOVE AND RESET EXISTING GUARDRAIL (REPAINT)	215	LF	\$ 10.00	\$ 2,150.00	\$ 230.00	\$ 49,450.00		\$ -
11	REMOVAL OF EXISITING 18" CCP	40	LF	\$ 25.00	\$ 1,000.00	\$ 190.00	\$ 7,600.00		\$ -
12	REMOVAL OF EXISTING 24" CMP	30	LF	\$ 25.00	\$ 750.00	\$ 190.00	\$ 5,700.00		\$ -
13	REMOVE AND RESET EXISTING TERMINAL END SECTION	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 4,200.00	\$ 4,200.00		\$ -
14	REMOVE AND RESET SIGNS	3	EA	\$ 100.00	\$ 300.00	\$ 2,750.00	\$ 8,250.00		\$ -
15	REMOVE AND RESET RIPRAP	60	SY	\$ 50.00	\$ 3,000.00	\$ 240.00	\$ 14,400.00		\$ -
16	22"X13" REINFORCED CONCRETE ARCH PIPE	40	LF	\$ 115.00	\$ 4,600.00	\$ 1,120.00	\$ 44,800.00		\$ -
17	24" HP STORM	4	LF	\$ 115.00	\$ 460.00	\$ 1,300.00	\$ 5,200.00		\$ -
18	22"X13" CONCRETE ARCH FLARED END SECTION	2	EA	\$ 1,750.00	\$ 3,500.00	\$ 5,506.00	\$ 11,012.00		\$ -
19	24" CONCRETE FLARED END SECTION	1	EA	\$ 1,750.00	\$ 1,750.00	\$ 5,500.00	\$ 5,500.00		\$ -
20	CONCRETE PAVED DITCH	11	EA	\$ 250.00	\$ 2,750.00	\$ 285.00	\$ 3,135.00		\$ -
21	HYDROSEEDING	0.5	AC	\$ 5,000.00	\$ 2,500.00	\$ 25,000.00	\$ 12,500.00		\$ -
22	SILT FENCE	3010	LF	\$ 2.50	\$ 7,525.00	\$ 12.00	\$ 36,120.00		\$ -
23	WATTLES, 12"	750	LF	\$ 4.00	\$ 3,000.00	\$ 40.00	\$ 30,000.00		\$ -
24	LOOSE RIPRAP, 50 LB	16	TON	\$ 150.00	\$ 2,400.00	\$ 365.00	\$ 5,840.00		\$ -
25	PZ-22 SHEET PILE (MATERIAL AND INSTALLATION)	4810	SF	\$ 45.00	\$ 216,450.00	\$ 100.00	\$ 481,000.00		\$ -
TOTAL BASE BID					\$ 394,995.00		\$ 977,977.00		

NOTE: Red text indicates unit prices that significantly vary (more than or less than) from the average prices of other bidders (NOT APPLICABLE ON THIS BID).

BID RESULTS HAVE BEEN TABULATED ABOVE AND THE RESULTS ARE ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNED: 

PRINT: Gregory A. Bonds, P.E.

DATE: 6/24/2025



EXECUTED

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

OLD AGENCY ROAD DITCH AND ROADWAY IMPROVEMENTS

JUNE 2025

the city of **RIDGELAND**



**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
OLD AGENCY ROAD DITCH AND ROADWAY IMPROVEMENTS
CITY OF RIDGELAND, MISSISSIPPI**

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**ADVERTISEMENT FOR BIDS
FOR
OLD AGENCY ROAD DITCH IMPROVEMENTS
CITY OF RIDGELAND, MISSISSIPPI**

NOTICE is hereby given that the City of Ridgeland, Mississippi will receive written sealed bids until the hour of **10:00 AM, local time, on WEDNESDAY, JUNE 18TH, 2025**, in the Public Works Conference Room at Ridgeland City Hall, 100 West School Street, Ridgeland, Mississippi 39157, for the furnishing of all labor and materials and for the construction of that certain project designated as:

**OLD AGENCY ROAD DITCH IMPROVEMENTS
City of Ridgeland, Madison County, Mississippi**

Bids are to be stated for approximately 1,000 feet of ditch improvements, approximately 240 linear feet of sheet pile installation, asphalt paving, storm drain improvements and all other work necessary to complete the above project as shown and specified in the Construction Plans and Contract Documents at two separate sites along Old Agency Road.

A non-mandatory pre-bid conference will be held at **10:00 AM, on MONDAY, JUNE 9TH, 2025**, in the Public Works Conference Room at Ridgeland City Hall. All plan holders are encouraged to attend.

The **Total Contract Time will be 30 CALENDAR DAYS** and the **liquidated damages will be \$1,000.00 per consecutive calendar day** thereafter.

Official Bid Documents can be downloaded from Central Bidding at www.centralbidding.com and electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process and to register, please call Central Bidding at 225-810-4814.

Optional hard copies of project bid documents are also available for a nonrefundable price of **\$100.00** for each set. Paper copies of the Proposal and Contract Documents may be obtained from the Public Works Department of the City of Ridgeland, Mississippi, at the Ridgeland City Hall, 100 West School Street, Ridgeland, Mississippi 39157.

The DRAWINGS, SPECIFICATIONS AND BID SCHEDULE may also be examined at the following locations:

Mississippi Procurement Technical
Assistance Program (MPTAP)
501 North West Street, Suite B 01
Jackson, MS 39201
Contact: Carlyn McGee
601-359-3448

City of Ridgeland
Public Works Department
Ridgeland City Hall
100 W. School Street
Ridgeland, MS 39157
Contact: Alan Hart, PLA,
601-853-2027

Central Bidding
www.centralbidding.com
225-810-4814

The City of Ridgeland, Mississippi hereby notifies all bidders that it will affirmatively insure 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.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Ridgeland, Mississippi as bid security. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with Ridgeland City Hall, Ridgeland, Mississippi prior to the hour and date above designated. No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening, without Owner's consent.

Contract award will be made to the lowest and best bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates applied in the order which is most beneficial to the Owner, and within funds available for the project.

The Mayor and Board of Aldermen reserve the right to accept or reject any and all bids and to waive any and all informalities.

**BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN, ON THIS THE 6th DAY OF MAY 2025.
CITY OF RIDGELAND, MISSISSIPPI**

BY: _____

Gene F. McGee, MAYOR

Publish TUESDAY, MAY 20TH, 2025 and TUESDAY, MAY 27TH, 2025 IN THE CLARION LEDGER.

Furnish proof of publication to:

Paula Tierce, City Clerk, and Alan Hart, PLA, Public Works Director, City of Ridgeland; P.O. Box 217; Ridgeland, MS 39158-0217 (601-856-7113)

Send invoice to:

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

INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:** See copy of Advertisement for Bids bound herewith.
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 as follows:
 1. Bid for construction of:
OLD AGENCY ROAD DITCH AND ROADWAY 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. Contract award will be made to the lowest and best bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates applied in the order which is most beneficial to the Owner, and within funds available for the project.
 - B. The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the bidder.
 - C. The Owner may negotiate bid price adjustments with the low responsive bidder, including changes in the contract documents, in order to enter a contract for an amount not to exceed the funds allocated if the low bidder is not more than ten percent (10%) above the funds allocated.
 - D. **The CITY OF RIDGELAND, MISSISSIPPI reserves the right to reject any or all bids and to waive any and all informalities.**
4. **Addenda and Interpretations:**
 - A. Should a bidder find discrepancies in, or omissions from, the drawings or specifications or should be in doubt as to their written meaning, he 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, his Mississippi State 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 CR work classification(s) qualifies him 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 bidder'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.
 - 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. **Any bid submitted by a nonresident CONTRACTOR which does not include the nonresident CONTRACTOR'S current state law shall be rejected and not considered for award.**
 - C. Nonresident BIDDERS Certificate: Nonresident CONTRACTORS must complete the Nonresident BIDDERS Certificate included in the Contract Documents (page C-9) 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**
- A. 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**

- A. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required **within ten (10) working days after he has received the contract for execution**, shall forfeit to the Owner, as liquidated damages, the bid security deposited with his bid.
9. **Security for Faithful Performance**
- A. Simultaneously with his 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**
- A. The bidder'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**
- A. Each bidder shall visit the site and inform himself 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 his obligation to furnish all material and labor necessary to carry out the provisions of his contract.
12. **Obligation of Bidder**
- A. 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**
- A. 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**
- A. Proposal guarantees will be returned to the unsuccessful bidders as soon as a Contract has been awarded, and to the successful bidder after he has executed the Contract and has furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.

15. **Non-Collusion Affidavit**

- A. Contractor must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**

16. **Interpretations:**

- A. 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**

- A. 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.**
- B. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
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 organization (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.
- C. 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.

- D. 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.
- E. 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.
- F. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- G. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- H. The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and materialmen 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 CONTRACTORS 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.

18. **Qualifications of Bidders**

- A. 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.

19. **Insurance**

- A. The Contractor will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section 4, as enclosed herein for the full term of the Contract.

20. **Contract Award**

- A. Award of Contract, if made, shall be **within ten (10) calendar days of the Bid Opening date.**

21. **Issuance of "Notice to Proceed"**

- A. If the Contract is awarded, the Owner will issue the "Notice to Proceed" **within ten (10) calendar days after the date of agreement of the Contract.**

P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

www.hemphillconstruction.com

Municipal & Public Works Construction

Heavy & Highway Construction

RESOLUTION

A meeting of the Board of Directors of Hemphill Construction Company, Inc., a corporation organized under the laws of the State of Mississippi and domiciled in Rankin County was held this the 18th day of June, 2025, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Richard A. Rula is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the City of Ridgeland, Mississippi.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Ridgeland, Mississippi, shall have been furnished a copy of said resolution, duly certified.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Hemphill Construction Company, Inc. a corporation created under the laws of the State of Mississippi domiciled in Rankin County; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 18th day of June, 2025, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession, this 18th day of June, 2025.


Mary Beth Harrison, Secretary

June 13, 2025

Note to Bidders

City of Ridgeland
B-11313

RE: **Addendum #1**
City of Ridgeland
Old Agency Road Ditch and Roadway Improvements

TO: All Plan Holders

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Contractor shall acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification. Also, please acknowledge via email to lburt@benchmarkms.net upon receipt.

The following are clarifications/changes which shall apply to the Plans, Specifications, and Contract Documents for this Project.

1. Section C, Proposal and Bid Form, was revised and shall be replaced. Please find attached revised version.
 - Removed pay item "Cold Milling"
 - Removed pay item "Bituminous Surface Course"
 - Removed Pay item "Bituminous Base Course, BB-1 Type 6 (Trench Widening)"
 - Removed pay item "Thermoplastic Legend, White"
 - Removed pay item "Thermoplastic Continuous Yellow Stripe (4")"
 - Removed pay item "Thermoplastic Edge Stripe, Continuous White (4")"
 - Removed pay item "Two-Way Yellow Reflective High Perf. Raised Marker"
2. Section K, Table of Contents has been revised to reflect the changes to the Specifications.
3. Section 02500, Asphalt Paving has been removed from Section K, Technical Specifications.
4. Section 02580, Pavement Markings has been removed
5. Plan Sheet 1 has been revised to include a note reflecting the changes shown in the Proposal Form.
6. Plan Sheet 3 has been revised to include a note reflecting the changes shown in the Proposal Form.
7. Plan Sheet 4, Summary of Quantities, has been revised. Quantities were modified to reflect the changes shown in the Proposal Form.
8. Plan Sheet 7 has been revised. Items were removed as shown in Proposal Form.
9. Plan Sheet 8 has been revised. Items were removed as shown in Proposal Form.

- Removed Pavement Shall Be Replaced w/ Class 5, Group C Granular Material
 - 10. Plan Sheet 9 has been revised. Items were removed as shown in Proposal Form.
 - 11. Plan Sheet 11 has been revised. Items were removed as shown in Proposal form.
 - 12. Plan Sheets 13, 14, 15, and 16 have been revised to include a note reflecting the changes shown in the Proposal form.
-
- All questions need to be sent via email to lburt@benchmarkms.net

Please find these modified sheets, specifications and other items listed above attached to this Addendum for your use. While we have tried to thoroughly list out the changes to each plan sheet and specification, it is the contractor's responsibility to review each sheet in its entirety for other changes.

This Addendum is made part of the specifications and contract documents and shall be acknowledged on the proposal.

Sincerely,



Lon Burt, P.E.
Project Manager
Benchmark Engineering & Surveying, LLC
C 601-527-3780
O 601-627-7787

June 9th, 2025

Project: City of Ridgeland Old Agency

Location: Old Agency Rd. between Bob White Ln. and Densmor Crossing

Owner: City of Ridgeland

Re: Pre-Bid Agenda topics

- General Project Scope:
 - Approximately 1,000 linear feet of ditch improvements near Whippoorwill Ln.
 - Approximately 240 linear feet of sheet pile installation (combined Site A and Site B)
 - Guardrail removal and reset on the north side of Old Agency Rd.
 - Storm drain improvements
 - Asphalt Milling and Overlay and Striping
- Project Contractual Details and Intent:
 - The bids are due by 10:00 am Wednesday, June 18th, 2025
 - Project time is 30 calendar days with liquidated damages in the amount of \$1,000 per consecutive calendar day.
 - The City intends to award a contract on July 1st with a Notice To Proceed date of July 14th, 2025.
 - The intent of the project timeline is for the Contractor to Close the Road at Site A and Site B, and be substantially complete with the project prior to school starting back in early August.
- Utilities:
 - There are various utilities in close proximity to the work being performed on the south side of Old Agency Rd., especially near Whippoorwill Ln. (at location of Pipe replacement)
- Access:
 - Any and all driveways and intersecting roads within the project limits shall be a priority and maintained at all possible times.
- Trees:
 - The intent of this project is to fill and improve the roadside shoulder and create small swale(s) through the existing trees to direct the stormwater runoff downstream WITHOUT CUTTING or CLEARING ANY TREES
- All questions need to be sent via to lburt@benchmarkms.net.
- Questions after Friday June 13th at 5:00pm may not be answered. Please have all questions submitted via email before this date.

Please acknowledge receipt of these minutes via email to lburt@benchmarkms.net and let me know if you have any questions.

Sincerely,



Lon Burt, P.E.
Project Manager
Benchmark Engineering & Surveying, LLC
C 601-527-3780
O 601-627-7787

PROPOSAL

1

Hemphill Construction

Proposal of Company, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of MS doing business as a Corporation, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Ridgeland, Mississippi**, (hereinafter called "OWNER").

In compliance with your advertisement for Bids for construction of:

OLD AGENCY ROAD DITCH AND ROADWAY IMPROVEMENTS

BIDDER, hereby proposes to perform all WORK for construction of the 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 **30 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

No.1 dated 6/13/25

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 agrees 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.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

Bidder further agrees to execute the contract agreement as bound herein **within ten (10) working 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) working 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.

The Engineer is Benchmark Engineering & Surveying, LLC.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE C-5-1 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. The bid items listed on the Proposal are generalized only for the purpose of comparing bids. Any differences between these items described and actual quantities and items required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. By submission of your Proposal, you hereby acknowledge the previous statement. Compensation will be based on the lump sum and actual construction quantities indicated in the Contract Documents, which include all plans, specifications, and other enclosed documents.
7. Owner reserves the right to award any combination of base and 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.
8. Each bidder shall furnish with the bid a letter showing the following information:
 - a. Experience record of the bidder on similar projects.
 - b. Name and experience record of the person or persons likely to serve as construction superintendent.
 - c. Failure of the bidder to furnish the above information with his bid shall be grounds to reject his bid.

(SEE FOLLOWING SHEETS FOR BID ITEMS)

BID FORM



OLD AGENCY ROAD DITCH AND ROADWAY IMPROVEMENTS

CITY OF RIDGELAND, MISSISSIPPI

May 2025

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
BASE BID					
1	MOBILIZATION	LS	1	43,680.00	43,680.00
2	MAINTENANCE OF TRAFFIC	LS	1	42,970.00	42,970.00
3	BORROW EXCAVATION, FM, AH	CY	880	25.00	22,000.00
4	EXCESS EXCAVATION, FM, AH	CY	150	21.00	3,150.00
5	UNCLASSIFIED EXCAVATION, FM, AH	CY	150	15.00	2,250.00
6	GRANULAR MATERIAL, CLASS 5, GROUP C	CY	120	175.00	21,000.00
7	DITCH REGRADING AND SHAPING	SY	95	40.00	3,800.00
8	SAW CUT, FULL DEPTH	LF	55	7.00	385.00
9	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	45	25.00	1,125.00
10	REMOVE AND RESET EXISTING GUARDRAIL (REPAINT)	LF	215	10.00	2,150.00
11	REMOVAL OF EXISTING 18" CCP	LF	40	25.00	1,000.00
12	REMOVAL OF EXISTING 24" CMP	LF	30	25.00	750.00
13	REMOVE AND RESET EXISTING TERMINAL END SECTION	EA	1	2,500.00	2,500.00
14	REMOVE AND RESET SIGNS	EA	3	100.00	300.00
15	REMOVE AND RESET RIPRAP	SY	60	50.00	3,000.00
19	22"X13" REINFORCED CONCRETE ARCH PIPE	LF	40	115.00	4,600.00
20	24" HP STORM PIPE	LF	4	115.00	460.00
21	22"X13" CONCRETE ARCH FLARED END SECTION	EA	2	1,750.00	3,500.00
22	24" CONCRETE FLARED END SECTION	EA	1	1,750.00	1,750.00
27	CONCRETE PAVED DITCH	SY	11	250.00	2,750.00
28	HYDROSEEDING	ACRE	0.5	5,000.00	2,500.00
29	SILT FENCE	LF	3010	2.50	7,525.00
30	WATTLES, 12"	LF	750	4.00	3,000.00
31	LOOSE RIPRAP, 50 LB	TON	16	150.00	2,400.00
32	PZ-22 SHEET PILE (MATERIAL AND INSTALLATION)	SF	4810	45.00	216,450.00
TOTAL BASE BID					\$394,995.00

BID FORM

OLD AGENCY ROAD DITCH AND ROADWAY IMPROVEMENTS
CITY OF RIDGELAND, MISSISSIPPI
May 2025

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

(COMPANY, PRINT)

Richard A. Rula

(NAME, PRINT)

President

(TITLE, PRINT)

Richard A. Rula

(SIGNATURE)

(SEAL)

IF BY CORPORATION

ADDRESS: **P.O. Drawer 879**

1858 Hwy 49 South

Florence, MS 39073

PHONE NUMBER: **(601) 932-2060**

CERTIFICATE OF RESPONSIBILITY NUMBER: **02449-MC**

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 _____)
) ss:
COUNTY OF _____)

On this N/A day of N/A, 2025, 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.

Name: _____ N/A

Signature: _____ N/A

Notary Public in and for the

County of _____ N/A
State of _____

(Notarial Seal)

My Commission Expires: _____ N/A

LIMITED LIABILITY COMPANY CERTIFICATE
(To Be Executed If Bidder is a Limited Liability Company)

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.

Name: N/A

Title: N/A

Signature: N/A

Name: N/A

Signature: N/A

Notary Public in and for the

County of N/A
State of _____

(Notarial Seal)

My Commission Expires: N/A

NONRESIDENT BIDDER CERTIFICATE
(To Be Executed If Bidder is a Nonresident)

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

☐ 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.

FAILURE TO ATTACH SAID LAW WILL DISQUALIFY THE BID.

☐ the State of _____ has no current law pertaining to the treatment 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 N/A

Title N/A

(SEAL)

Sworn before me this ____ day of _____, 2025.

N/A Notary Public
My commission expires N/A

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:

Hemphill Construction

(a) That Company, Inc., Bidder on the **OLD AGENCY ROAD GUARDRAIL REPAIRS, in the 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 18 day of June, 2025.

My commission expires 9/24/2027

Notary Public

Barbara A. Sanders
Barbara A. Sanders

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

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 **OLD AGENCY ROAD GUARDRAIL REPAIRS, in the 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 18 day of June, 2025.

My commission expires 9/24/2027

Notary Public

Barbara A. Sanders
Barbara A. Sanders

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

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",
(Corporation, Partnership, Limited Liability Company, or Individual)

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

are held and firmly bound unto the **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 18 day of June, 2025. The Condition of the above obligation is such that whereas the Principal has submitted to the **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:

"OLD AGENCY ROAD DITCH AND ROADWAY 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.

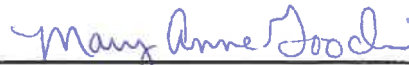
(L.S.)

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.

END OF SECTION



Power of Attorney

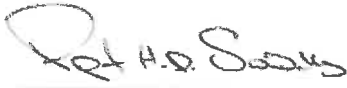
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

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.

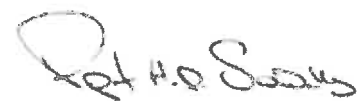
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority 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 **June 18, 2025**




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

CONTRACT

THIS AGREEMENT, made this the 1st day of July, 2025, by and between the **CITY OF RIDGELAND MISSISSIPPI** hereinafter called "OWNER" and **HEMPHILL CONSTRUCTION COMPANY, 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 **"OLD AGENCY ROAD DITCH AND ROADWAY 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 on or before the date specified in a written NOTICE TO PROCEED from the Owner and will fully complete the Project within **30 calendar days** as set forth in these 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 **THREE HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND ZERO CENTS (\$394,995.00)** or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) This Agreement
 - (b) Advertisement for Bids
 - (c) Instruction to Bidders
 - (d) Signed Copy of Proposal Form and Bidder's Certificate
 - (e) Executed Non-Collusion Form and Compliance Statements
 - (f) Executed Performance Bond
 - (g) Executed Payment Bond
 - (h) NSPE General Conditions
 - (i) Special Contract Provisions
 - (j) Technical Specifications
 - (K) SPECIFICATIONS prepared or issued by the **Benchmark Engineering & Surveying LLC, dated March 2024.**
 - (l) ADDENDA:
No. 1 Dated June 13, 2025
No. Dated
 - (m) 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 \$ 1,000.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 1,000.00 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 s 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 mature 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 to or for 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 shall guarantee to the OWNER all work performed and all equipment installed under this contract shall be free from defects in workmanship and materials for a period of one (1) year unless noted otherwise from date of partial maintenance release and final written acceptance by the OWNER. Defects shall be corrected arising during this one (1) year period at the CONTRACTOR's own expense, upon written notice of the OWNER or his authorized representative.
9. 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.

10. 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.
11. 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:
\$394,995.00 Three Hundred Ninety-Four Thousand Nine Hundred Ninety-Five Dollars & Zero Cents
(not less than one hundred percent of Contract amount)
12. 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:
\$394,995.00 Three Hundred Ninety-Four Thousand Nine Hundred Ninety-Five Dollars & Zero 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 4 copies each of which shall be deemed an original on the date first above written.

City of Ridgeland

BY: _____
NAME: Gene F. McGee
TITLE: Mayor

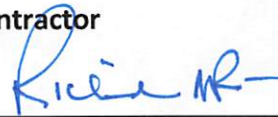
ATTEST:

BY: _____
NAME: Paula Tierce
TITLE: City Clerk

(SEAL)



Contractor

BY: 
COMPANY: HEMPHILL CONSTRUCTION COMPANY, INC.
NAME: Richard A. Rula
TITLE: President

ATTEST:

BY: 
NAME: Mary Beth Harrison
TITLE: Corporate Secretary

PERFORMANCE BOND

Bond # K42069346

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",
(Corporation, Partnership, Limited Liability Company, or Individual)

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

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

Three Hundred Ninety-Four Thousand Nine Hundred Ninety-Five Dollars \$394,995.00

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 1st day of July, 2025, a copy of which is
hereto attached and made a part hereof for the construction of:

"OLD AGENCY ROAD DITCH AND ROADWAY 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 **five (5)** counterparts, each of which shall be deemed an original, this the 1st day of July, 2025.

ATTEST:


(Principal)

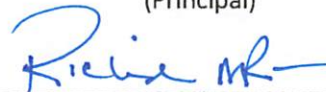
Mary Beth Harrison, Secretary

(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

Susan G. Johnston, MS Resident Agent

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.

END OF SECTION

F-2



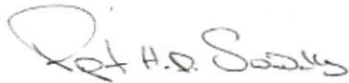
Power of Attorney

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.

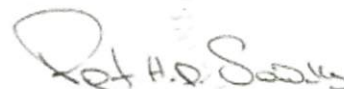
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority 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 # K42069346

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",
(Corporation, Partnership, Limited Liability Company, or Individual)

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

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

Three Hundred Ninety-Four Thousand Nine Hundred Ninety-Five Dollars \$394,995.00

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 1st day of July, 2025, a copy of which is
hereto attached and made a part hereof for the construction of:

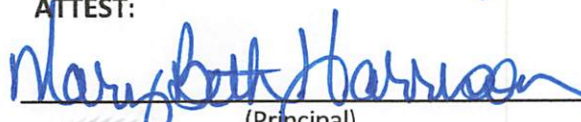
OLD AGENCY ROAD DITCH AND ROADWAY IMPROVEMENTS

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.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the 1st day of July, 2025.

ATTEST:


(Principal)
Mary Beth Harrison, Secretary

(SEAL)

Hemphill Construction Company, Inc.

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)



Witness as to Surety

Susan G. Johnston, MS Resident Agent

2640 South Frontage Road

(Address)

Vicksburg MS 39180

Federal Insurance Company

(Surety)

By



Attorney-in-Fact
Mary Anne Goodin

P O Box 1650

(Address)

Whitehouse Station NJ 08889-1650

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.

END OF SECTION



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



HEMPCON365

DJACOBS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2025

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, a Marsh & McLennan Agency, LLC 315 Newpointe Dr Ridgeland, MS 39157	CONTACT NAME: Denise Jacobs, CAWC, CBIA	
	PHONE (A/C, No, Ext): (601) 960-7445 FAX (A/C, No): (601) 208-8465	
	E-MAIL ADDRESS: Denise.Jacobs@MarshMMA.com	
	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 :	
	INSURER E :	
	INSURER F :	

INSURED

Hemphill Construction Company, Inc.
Drawer 879
Florence, MS 39073

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:			GLO015151407	2/1/2025	2/1/2026	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
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP015151507	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP8S59631225NF	2/1/2025	2/1/2026	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) ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015151307	2/1/2025	2/1/2026	☒ 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			CX00FD225	2/1/2025	2/1/2026	\$ 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Reference Only: H25089, Old Agency Road Ditch & Roadway Improvements

CERTIFICATE HOLDER

CANCELLATION

City of Ridgeland, MS
100 West 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

AGENCY Fisher Brown Bottrell, a Marsh & McLennan Agency, LLC		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

Description of Operations

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.

CERTIFICATE OF SUFFICIENCY

John P. Scanlon

I, _____, Mills, Scanlon, Dye & Pittman, P.A. , Chief Legal Officer for the **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.

Signed By:



, Chief Legal Officer

Mills, Scanlon, Dye & Pittman, P.A.

Date:

6 / 26 / 25

END OF SECTION

H-1

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845

Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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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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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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 at the Site.
44. *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 thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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 Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. 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 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. 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 Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
 - 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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier 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 editions; or
 2. 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.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- 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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

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

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
- 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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 - 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. 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:
1. loss 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 perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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 at all times maintain good discipline and order at the Site.
- B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it 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; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. 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 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 by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. 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 6.17.D.
- B. 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. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 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 or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 6.20.A shall 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.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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 Documents.

8.12 *Compliance with Safety Program*

- 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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. 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, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the 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; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, 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.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. 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.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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:*
1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 9.07, 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 Documents; 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, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to 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.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. 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;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. 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 tentative list.

14.05 *Partial Utilization*

- 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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. Engineer's Review of Application and Acceptance:

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

- #### B.
- If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. 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
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven 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;
 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SECTION 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 Owners 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 Contractor must provide all horizontal and vertical control for the construction of the Project at the Contractor's expense. Preservation of reference points will be the responsibility of the Contractor. The Contractor must provide all grades, 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 contact 811 to request utility locates and 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. Damages 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 or private 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. Not 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.

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. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representative, CONTRACTOR, his Superintendent, and major Subcontractors.

END OF SECTION

SECTION 2

INSTRUCTIONS FOR BONDS

PART 1 - GENERAL

- 1-01 GENERAL: The following instructions and requirements for Bonds shall apply to this Project.
- 1-02 SURETY: 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: 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 his 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:** The date shown on these bonds **must not be** prior to the date of the contract in connection with which they are given.

END OF SECTION

SECTION 3

SPECIAL PROVISIONS

1. SCOPE OF WORK

1.1 Location and Description

The work required under this contract includes the furnishing of all materials, tools, equipment, labor and incidentals necessary for satisfactory completion of

“OLD AGENCY ROAD DITCH AND ROADWAY IMPROVEMENTS”

2. TEMPORARY CONTROLS

2.1 General

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.

2.2 Noise Control

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.

2.3 Water Control

2.3.1 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.

2.3.2 Fill, grading and ditching shall be controlled to direct water away from excavations, pits, tunnels and other construction areas, and to proper runoff course so as to prevent any erosion, damage or nuisance.

2.3.3 The Contractor shall provide, operate and maintain equipment and facilities of adequate size to control surface water.

2.3.4 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.

2.4 Pollution Control

2.4.1 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.

2.4.2 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.

2.4.3 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.

2.5 Erosion Control

2.5.1 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.

2.5.2 Fills and waste areas shall be constructed by selective placement to eliminate surface silts and clays which will erode.

2.5.3 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 not additional cost to the Owner.

3. RECORDS

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.

5. CONTRACT SPECIFICATIONS

The Specifications governing the work under this Contract shall be those included hereinafter in Section K, Technical Specifications, together with any and all addenda.

6. ENGINEER

References in these contract documents to ENGINEER shall refer to **Benchmark Engineering & Surveying LLC**.

7. REVIEW OF THE WORK

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 insure 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.**

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.

8. SUGGESTIONS TO CONTRACTOR

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.

9. CONTRACTOR'S OBLIGATIONS

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.

The Contractor shall be responsible for any state and local permits.

10. TIME FOR COMPLETION

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".

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.

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 conditions prevailing in this locality.

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.

11. SUPPLEMENTARY DRAWINGS

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.

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.

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".

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.

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.

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.

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.

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.

12. CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

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.

13. COOPERATION BETWEEN CONTRACTORS

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 4 INSURANCE REQUIREMENTS

Note: All references to "Owner" herein shall refer to the **City of Ridgeland, Mississippi**.

The Contractor shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the Owner.

If a part of this Contract is sub-let, the Contractor shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime Contractor.

No Contractor or subcontractor will be allowed to start construction work on this Contract until certificates of all 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.

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:

1. Workmen's Compensation and Employer's Liability Insurance:

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 minimum amount of Five Hundred Thousand Dollars (\$500,000) for each person. This policy shall include an "all states" endorsement.

2. Contractor's Comprehensive General Liability Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

- a. Each occurrence limit of \$1,000,000, and
- b. \$2,000,000 in the aggregate.

The Comprehensive General Liability policies carried by both the prime and the subcontractors shall provide coverage of the following hazards; but not limited to:

- 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.
- d. Personal, Bodily Injury, Products, and Completed Operations coverages.

3. Automotive Liability:

The Contractor shall maintain automobile liability insurance in the amount of not less than \$1,000,000 combined single limit to protect 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.

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

4. Owner's Protective Liability Policy:

The Contractor shall maintain Owner's Protective Liability Insurance with the Owner as the named insured, and its servants and agents, including the Engineer and its employees, as additional insureds in amount not less than the following:

- a. Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

5. Umbrella liability insurance with a limit of not less than five million dollars (5,000,000) providing additional coverage to the policies listed above.

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 5

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1-01 REQUIREMENTS INCLUDED

- A. Submit Shop Drawings, Product Data and Samples required by Contract Documents.
- B. Submit three (3) 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.
 - . 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.

END OF SECTION

SECTION 6 RECORD DOCUMENTS

PART 1 - GENERAL

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.**
- D. **No final application for payment will be processed until the Project Record Documents and Drawings have been submitted and approved.**

END OF SECTION

SECTION 7 CONTRACT CLOSEOUT

PART 1 - GENERAL

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 re-inspected.
- 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 re-inspected.
- 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: Applicable Building Code
- 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.**

END OF SECTION

SECTION 8
SCHEDULE OF VALUES
for LUMP SUM BID ITEMS

I. GENERAL

- A. 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.

II. 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.

END OF SECTION

TECHNICAL SPECIFICATIONS

OLD AGENCY ROAD DITCH AND ROADWAY IMPROVEMENTS

CITY OF RIDGELAND, MS

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SECTION 02200 SITE CLEARING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section includes the following:

1. Protection of existing trees and vegetation to remain
2. Removal of trees and other vegetation in required work area
3. Topsoil stripping
4. Clearing and grubbing
5. Removing above-grade improvements
6. Removing below-grade improvements

1.02 PROJECT CONDITIONS

- A. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, and other adjacent occupied or used facilities. Do not close or obstruct roads or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.
 1. Protect improvements on adjoining properties and on Owner's property.
 2. Restore damaged improvements to their original condition, as acceptable to property owners.
- C. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

1.03 EXISTING SERVICES

- A. General: Indicated locations are approximate; Contractor shall be responsible for determining exact locations and elevations before commencing Work.
- B. Arrange and pay for disconnecting, removing, capping, and plugging utility services. Notify affected utility companies in advance and obtain approval before starting this Work.

1.04 RELATED DOCUMENTS

- A. Section 02210 – Soil Erosion And Sediment Control

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 SITE CLEARING

- A. No Site Clearing operations are to begin prior to installing soil erosion and sediment control barriers as required to comply with Local, State & Federal Regulations.
- B. General: Remove trees, shrubs, grass, other vegetation, improvements, structures, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.
- C. Topsoil: Topsoil is defined as friable clay loam surface soil found in a typical depth of 12" and not less than 6 inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material.
 - 1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping.

Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
 - 2. Stockpile topsoil in storage piles in areas indicated or directed. Construct storage piles to provide free drainage of surface water. Cover storage piles if necessary to prevent wind erosion.
 - 3. Topsoil shall be kept from mixing with other classes of excavation so it can be spread during final grading and dressing for use in seeding or provided subbase for sodding.
 - 4. Dispose of unsuitable or excess topsoil as specified for disposal of waste material or as directed by the Engineer.
- D. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation that are within the limits of construction, except for those indicated to be left standing.
 - 1. Completely remove stumps, roots, and other debris protruding through ground surface.
 - 2. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - a. Place fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact each layer to a density equal to adjacent original ground.
- E. Removal of Improvements: Remove existing above-grade and below-grade improvements as indicated as necessary to facilitate new construction or as indicated on the drawings.

3.02 DISPOSAL OF WASTE VEGETATION IF BURNING IS ALLOWED

- A. It will be noted on the plans or bid schedule if on-site burning of waste vegetation is allowed.

If no such notification exists then Contractor shall clarify with the Engineer prior to bidding.

- B. Includes all trees, shrubs, stumps, roots, and other vegetative materials that are encountered and are deemed waste vegetation.
- C. Burning will be allowed on-site but only in accordance with local governing regulatory authority and the EPA. It is the Contractor's responsibility to verify with such agencies that burning is, in fact, allowed at the project site prior to placing bid. Should burning not be allowed by governing agencies then material shall be disposed of off-site and Contractor shall bid accordingly.
- D. Starter and auxiliary fuels must not cause excessive visible emissions.
- E. The burning must be conducted at least 500 yards from an occupied dwelling but this restriction may be reduced to 50 yards if forced draft air is provided for combustion.
- F. The burning must be conducted at least 500 yards from commercial airport property, private airfields or marked aircraft approach corridors except when a lesser distance is authorized by the airport authority.
- E. Must not produce a traffic hazard.
- G. Burning will not be allowed during the High Fire Danger Alert issued by the Mississippi Forestry Commission or an Emergency Air Pollution Episode Alert issued by the Mississippi Department of Resources, Bureau of Pollution Control.
- H. Trees and shrubs shall be trimmed when doing so will avoid removal or damage. Trimmed or damaged trees shall be treated and repaired by persons with experience in this specialty who are approved by Engineer. Trees and shrubs intended to remain which are damaged beyond repair or removed, shall be replaced by the Contractor.

3.03 DISPOSAL OF WASTE VEGETATION IF BURNING ON-SITE IS NOT ALLOWED

- A. It will be noted on the plans or bid schedule if on-site burning of waste vegetation is allowed. If no such notification exists then Contractor shall clarify with the Engineer prior to bidding.
- B. Contractor shall remove from the site and satisfactorily dispose of all trees, shrubs, stumps, roots, other vegetative materials that are encountered and are deemed waste vegetation, or otherwise required to permit construction of the new Work.
- C. All burning off the site shall be in complete accordance with rules and regulations of local authorities having jurisdiction.
- D. Trees and shrubs shall be trimmed when doing so will avoid removal or damage. Trimmed or damaged trees shall be treated and repaired by persons with experience in this specialty who are approved by Engineer. Trees and shrubs intended to remain which are damaged beyond repair or removed, shall be replaced by the Contractor.
- E. Control air pollution caused by dust and dirt in compliance with governing regulations.
- F. Contractor shall be responsible for removing dirt and mud from existing roadways (public or private) at the end of each work day or more frequently if directed by the engineer at no additional cost to the owner.
- G. Contractor shall be responsible to immediately remove any debris deposited from trucks onto existing roadways.

3.04 DISPOSAL OF WASTE MATERIALS

- A. Contractor shall remove from the site and satisfactorily dispose of brush masonry, rubbish, scrap, debris, pavement, curbs, fences and miscellaneous other structures not covered under other Sections as shown, specified or otherwise required to permit construction of the new Work.
- B. Trees, stumps and other cleared and grubbed material may be burned on site.
- C. Burning on site shall comply with EPA standards and local codes. The use of fans shall be implemented
- D. All burning off the site shall be in complete accordance with rules and regulations of local authorities having jurisdiction.
- E. Trees and shrubs shall be trimmed when doing so will avoid removal or damage. Trimmed or damaged trees shall be treated and repaired by persons with experience in this specialty who are approved by Engineer. Trees and shrubs intended to remain which are damaged beyond repair or removed, shall be replaced by the Contractor.
- F. Control air pollution caused by dust and dirt in compliance with governing regulations.

--END OF SECTION 02200--

SECTION 02205 REMOVAL OF OBSTRUCTIONS AND STRUCTURES

PART 1 - GENERAL

- 1.01 DESCRIPTION:** This work consists of the removal and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines and other obstructions which are not designated to remain. These items shall be removed and disposed of under other provisions of this work. This work also consists of necessary excavation incidental to the removal of structures and obstructions and backfilling the resulting cavity.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONSTRUCTION REQUIREMENTS.

- A. The Contractor shall preserve and protect all structures, fences, public and private utilities and improvements, above or below the ground, which are to remain or be removed by others. Unless specified, removal or adjustment of these items will not be the responsibility of the Contractor. However, the Contractor shall arrange and coordinate operations with the Owner for removal.
- B. The Contractor shall raze or remove and satisfactorily dispose of all buildings, structures, fences and other obstructions except those items indicated to remain or be otherwise removed and disposed of under other provisions. Basements or cavities left by structure removal shall be filled to the level of the surrounding ground, compacted as directed, or if within the limits of construction, compacted in accordance with section 02220.
- C. All materials not designated for salvage shall be legally disposed of by the Contractor at a location of the Contractor's choosing.
- D. The use of explosives is not permitted unless approved by the Engineer.
- E. Blasting, if permitted, or other operations necessary for the removal of an existing structure or other obstruction which may damage new construction shall be completed prior to constructing the new work.
- F. The Contractor shall employ methods of removal that will ensure new work, items to remain or materials to be salvaged will not be damaged.

- 3.02 SALVAGE:** All material designated for salvage shall be removed, without unnecessary damage, in sections or pieces which may be readily transported. The material shall be stored by the Contractor at designated sites within the project limits or at special locations as designated in the contract until the Owner is ready to receive materials.

3.03 REMOVAL OF BRIDGES, CULVERTS AND OTHER STRUCTURES

- A. Bridges, culverts and other structures that are in use shall not be removed until the traffic is satisfactorily accommodated.
- B. Unless otherwise directed, existing structures shall be removed to at least one foot below the final ground line or mudline. The removal of a bridge located in a navigable stream shall be subject to the requirements set out in the permit authorizing construction of the new structure.

- C. Unless designated on the plans or in the contract documents to be removed and salvaged, all structural steel, timber and other bridge materials shall become the property of the Contractor. It shall be removed from the site before completion of the work and proper allowance for its value shall be taken into account in the bid price of the item involved. If the structure is to remain the property of the State, steel or timber bridges shall be carefully dismantled without unnecessary damage.
- D. Steel members shall be match marked and all salvaged material shall be stored at a location determined by the Owner.
- E. When required on the plans or in the proposal, concrete which is suitable for riprap shall be salvaged and stockpiled or otherwise legally disposed of by the Contractor at a location of the Contractor's choosing.

3.04 REMOVAL OF PIPE

- A. All pipe lines designated to be salvaged or relaid shall be carefully removed and every reasonable precaution taken to avoid breaking or damaging.
- B. Pipes designated to be relaid shall be removed and stored when necessary to prevent loss or damage before relaying.
- C. Pipes designated to be salvaged shall be removed and stored at a location as determined by the Owner.
- D. The Contractor shall replace without extra compensation all sections lost from storage or damaged by negligence or improper methods to the extent its reuse is deemed by the Engineer to be unsatisfactory.
- E. Pipes not designated to be salvaged or relaid shall be legally disposed of by the Contractor at a location of the Contractor's choosing.

3.05 REMOVAL OF PAVEMENT, SIDEWALKS, CURBS, ETC.

- A. When required on the plans or in the proposal, concrete pavement, sidewalks, curbs, gutters, etc. designated for salvage shall be broken into pieces not exceeding 150 pounds and stockpiled at locations designated by the Engineer within the project limits or at special locations as designated in the contract.
- B. All non-salvaged materials shall be legally disposed of by the Contractor at a location of the Contractor's choosing.
- C. In such case(s) that there are multiple pavement types (i.e. asphalt, concrete) in a given pavement structure designated to be removed, and when such information is not explicitly stated on the Plans or elsewhere in the Specifications, payment shall be made for only one (1) of the Removal of Pavement Pay Items, being the upper most pavement type (i.e. the pavement type that is visible from the surface prior to any other removal items being performed), at the contract unit and unit price.

3.06 REMOVAL OF STRIPING

- A. Contractor shall remove striping by milling or other approved measures. Striping removal pay item shall be calculated on a per foot basis. Single, double, continuous or skipped striping is all measured for removal along a horizontal plane and treated as a single line in the removal quantity, i.e. the measured linear footage of a single line is measured for payment the same as a double line.

- B. Legend and detail striping such as turn arrows, stop bars, stripped islands, etc. is measured on the per linear foot basis at the longest point of the striping. Contractor shall put his own factor in his unit price to cover the full removal of such items.

3.07 REMOVAL OF OBSTRUCTIONS

- A. Removal of obstruction lump sum pay item is intended to cover additional items that are encountered but are not listed as a pay item on the bid schedule. Contractor shall contact Engineer prior to removing any items that Contractor deems to fall into this category.

PART 4 - COMPENSATION

4.01 GENERAL

- A. Items which are not shown as separate pay items on the proposal form but are necessary for complete installation of the project in accordance with the Contract Documents shall be considered and absorbed cost and included in the Contract Price.
- B. Scheduled price for each individual pay item shall constitute full compensation for furnishing all labor, tools, equipment and incidentals in performing all work necessary for complete installation in accordance with the Contract Documents of that pay item.

4.02 METHOD OF MEASUREMENT

- A. Removal of Obstructions - lump sum, will include all structures and obstructions encountered within the project limits except items which are noted to be measured on a unit basis.
- B. Where the proposal stipulates specific items on a unit basis, measurement will be made by the unit.
- C. The length of pipe removed will be the product of the number of commercial lengths and the nominal laying length.
- D. Traffic stripe removal will be measured by the linear foot from end-to-end of individual stripes. Measurement will be made along the surface of each stripe and will not include nominal skip intervals. Stripes more than six inches in width will be converted to equivalent lengths of six-inch stripe. Legend will be measured for payment by the square yard. When provisions are not included in the contract for legend removal by the square yard, the removal area will be converted to equivalent lengths of six-inch stripe.

4.03 BASIS OF PAYMENT

- A. Removal of Obstructions will be paid for at the contract lump sum price which shall be full compensation for removing and disposing of the obstructions in accordance with the provisions of the contract.
- B. Specific obstruction items stipulated for removal and disposal will be paid for at the contract unit price which shall be full compensation for removing and disposing of the obstructions in accordance with the provisions of the contract.

Payment will be made under:

1. Removal of Obstructions - lump sum

2. Removal of _____ - per each, linear foot, square yard
(item)

--END OF SECTION 02205--

SECTION 02207 REMOVAL AND RESTORATION OF IMPROVED SURFACES

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Contractor shall provide all materials, labor, equipment, transportation, and other items required to restore existing improvements dislocated, damaged, or removed as indicated or as required to accomplish Work of other sections of these specifications. All restoration Work shall be in accordance with applicable regulations and as specified herein and shall restore to a condition which is equal in appearance and quality to the condition that existing prior to construction
- B. The surface of all improvements shall be constructed of the same material and match in appearance the surface of the improvements which is removed.
- C. Restoration of existing improvements includes, but is not limited to the following:
 - 1. General Restoration Requirements
 - 2. Restoration or replacement of gravel, asphaltic concrete, or portland cement concrete pavements, including base course and striping.
 - 3. Portland cement concrete curbs, gutters, sidewalks, and driveways
 - 4. Landscaping improvements
 - 5. Miscellaneous improvements

1.02 RELATED WORK

- A. Section 02210 – Soil Erosion and Sediment Control
- B. Section 02220 – Excavation and Embankment
- C. Section 02230 – Excavation and Backfill for Conduits and Structures
- D. Section 02240 – Crushed Stone, Gravel and Clay Gravel
- E. Section 02475 – Concrete Curbs and Walks
- F. Section 02500 – Asphalt Paving
- G. Section 02170 – High Density Polyethylene Pipe
- H. Section 02720 – Concrete Storm Drain Pipe and Precast Box Culverts
- I. Section 02730 – Storm Drain Structures
- J. Section 02931 – Establishment of Vegetation
- K. Section 03300 – Cast in Place Concrete

- 1.03 SUBMITTALS:** Contractor shall maintain accurate construction record drawings for items restored as part of this Work, but covered by subsequent landscaping, paving or as a result of Work of other sections of these specifications. These records shall be submitted to Engineer for approval prior to application for final payment.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Materials shall be as required to complete the restoration of existing improvements, and shall be at least equal to original improvement at the time of damage or removal, as determined by the owner of said improvement, and shall match original construction in finish and dimension.
- B. Materials and construction procedures for restoration shall be in accordance with requirements of the project specifications for the particular product.

2.02 CLAY GRAVEL

- A. Clay gravel for temporary trench surfacing and pavement base courses shall conform to the requirements of Section 02240.

2.03 CRUSHED LIMESTONE

- A. Crushed limestone for temporary trench surfacing and pavement base courses shall conform to the requirements of Section 02240.

2.04 PORTLAND CEMENT CONCRETE

- A. Portland cement concrete for curbs, gutters, sidewalks and driveways shall conform to the requirements of Section 03300.

2.06 SOD AND VEGETATION

- A. All materials shall be from approved sources; however, such approval does not relieve the Contractor from responsibilities for growth, maintenance and replacement specified herein.
- B. Topsoil:
 - 1. Topsoil for backfill mixture for tree pits shall be fertile, friable, natural loam, surface soil, reasonably free of clay lumps, brush, weeds, and other litter, and free of rocks, stumps, stones larger than 2" in any dimension, and other extraneous or toxic matter harmful to plant growth. Obtain topsoil only from naturally well drained sites where topsoil occurs in a depth of not less than 4".
 - 2. Do not obtain from bogs or marshes.
- C. Manure:
 - 1. Well dried, rotted, unleached, pulverized cattle manure reasonably free from refuse and harmful materials.
- D. Mulch:
 - 1. Fine grind bark mulch.
- E. Tree staking and guying:
 - 1. Steel T post stakes 8 feet long and steel ground stakes 18 inches long.
 - 2. All T post stakes shall be primed and painted a dark green color.

3. Provide wire ties and guys of 2 strand, twisted, pliable, galvanized iron wire not lighter than 12 gauge.
 4. Provide new 2 ply garden hose not less than 5/8 inch diameter in size, cut to required lengths to protect tree trunks from damage by wires.
- F. Sod:
1. Strongly rooted blend of common Bermuda sod, not less than 2 years old and free of weeds and undesirable native grasses.
 2. Provide only sod capable of growth and development when planted (viable, not dormant).
 3. Recommended Kentucky Blue Grass mixture is: 50% Baron, 25% Glade and 25% Touchdown, or approved equal.
- G. Commercial fertilizer:
1. Agriform 20 10 5 21 gram fertilizer tablets for trees and shrubs. Provide three tablets per tree.
 2. Ammonium sulfate fertilizer in pellet form for lawn areas at 40 actual pounds of nitrogen per acre.
- H. Trees:
1. Trees shall be not less than indicated sizes, balled and burlapped or container grown, unless otherwise indicated, specified or required by Owner of tree removed.
- I. Shrubs:
1. Shall be as removed, minimum 5 gallon can.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that Work covered under other sections of these specifications is complete to the point that Work covered under this section may properly commence without hindering or damaging Work of other trades. Do not proceed with construction until unsatisfactory conditions have been corrected.
- B. Verify that Work performed under other sections of these specifications has been adequately inspected, tested and accepted prior to covering up that Work as part of the Work specified under this section.
- C. Carefully examine restoration areas, verifying dimensions, materials and other restoration requirements with Engineer and Owner prior to beginning Work covered under this section.

3.02 REMOVAL OF PERMANENT SURFACES

- A. Whenever a pipeline is to be located along or across an improved surface, the width of the trench shall be held as nearly as possible to the minimum width allowable per OSHA regulations for the applicable condition. Walls of excavations less than 5' shall be vertical. Should the surrounding soil show characteristics of instability or the excavation

be greater than 5' the Contractor shall utilize a trench box to minimize the width of the top of the trench.

- B. Where brick or concrete pavement, sidewalk, driveway, curbing or other paved surface is cut, the width of the cut shall not exceed the actual width of the top of the trench by more than 12" on each side centered along the pipe.
- C. Exposed rigid surfaces shall be cut with a pavement saw before breaking. Care shall be taken in cutting to ensure that a straight joint is sawed.

3.03 REMOVAL OF LANDSCAPE VEGETATION

- A. Developed areas, yards, lawns, shrubbery and other decorative plantings that must be removed shall be stored and growth maintained by watering and fertilizing. The work shall be accomplished in accordance with prevailing local nursery practices with consideration given to seasonal limitations.

3.04 TEMPORARY SURFACING OVER TRENCHES

- A. Whenever storm water piping or improvements are required to be constructed under roadways, sidewalks or other paved surfaces, a temporary clay gravel or crushed limestone surfacing shall be placed over the full width of the trench as shown on the project drawings.
- B. Surfacing shall be a minimum of 6" thick and shall be placed over the top of the trench as soon as possible after placement and compaction of backfill has been satisfactorily completed.
- C. The top of the temporary surface shall be smooth and meet the grade of the adjacent undisturbed surface.
- D. The temporary surface shall be maintained at the desired level at the Contractor's expense until final restoration of the street surface is completed as specified.
- E. Excess material from the temporary surface shall be removed as placed at a location as directed by the Engineer prior to final restoration.
- F. The temporary surfacing and all associated items shall be considered an absorbed cost.

3.05 REPLACEMENT OF TRAVELED ROADWAY

- A. Gravel Surfaced Areas
 - 1. Where trenches are excavated through gravel surfaced areas such as roads and driveways and other areas, the gravel surface shall be restored by clay gravel, crushed limestone, slag or other surface as required to match existing upon a prepared subgrade.
 - 2. Subgrade shall be compacted to 98% Standard Proctor Dry Density. One test group required for each crossing as required in section 02230.
 - 3. Thickness of road base surface shall be 6 inches or shall match existing, whichever is greater.
- B. Asphalt Surfaced Areas
 - 1. Where trenches are excavated through asphalt surfaced areas such as roads, driveways or parking areas, the surface shall be restored by preparing the subgrade, placing base course(s), placing tack and prime coats, and placing the asphalt surface course(s).

2. Thickness of base course shall be 6 inches or shall match existing, whichever is greater.
3. Base Course shall be placed on 6" of compacted clay gravel or crushed limestone subbase.
4. Tack Coat
 - a. Tack coat shall be applied at the rate of 0.05 to 0.15 gal/SY. A hand sprayer or brush shall be used to apply tack coat to vertical faces of previously constructed bituminous pavement (over 1/2 hour hence) prior to placing an adjacent or parallel pass, curbs, gutters, slab edges, and all structures to be in actual contact with the bituminous pavement. Tack coat shall also be applied uniformly at the same rate to the horizontal top surface of each lift of bituminous pavement prior to placing the next lift of bituminous pavement to promote a bond between the two courses of pavement. None of the material shall penetrate into the pavement and for this reason the application should be limited.
 - b. Prior to applying the material, the surface to be treated shall be swept or flushed free of dust or other foreign material.
 - c. Protect all surfaces not required to receive tack coat from any inadvertent application.
 - d. The temperature range of the tack coat at the time of application shall be such that the viscosity will be between 50 and 100 centistokes as determined in accordance with ASTM Designation D 2170.
 - e. Under no circumstances shall traffic be permitted to travel over the tacked surface. If detours cannot be provided, restrict operation to a width that will permit at least one-way traffic over the remaining portion of the roadbed. If one-way traffic is provided, the traffic shall be controlled in accordance with governing authority.
 - f. After application of tack coat, sufficient time shall be given to allow for complete separation of asphalt and water before paving operations begin. The tack coat shall be applied on only as many surfaces as will be paved against in the same day.
5. Mixing, placing, spreading and compaction of bituminous base and surface courses shall conform to applicable parts of Section 2500 of these specifications.

C. Concrete Curbs, Gutter, Sidewalks and Driveways

1. Shall be removed and replaced to the next joint or scoring lining beyond the actually damaged or broken sections; or in the event that joints or scoring lines do not exist or are three or more feet from the removed or damaged section, the damaged portions shall be removed by saw cutting full-depth.
2. All new concrete shall match, as nearly as possible, the appearance of adjacent concrete improvements. Where necessary, lampblack or other pigments shall be added to the new concrete to obtain the desired results.
3. Concrete thickness shall be 4 inches or shall match existing, whichever is greater for sidewalks and shall be 6 inches or shall match existing, whichever is greater for driveways or roadways.

4. Concrete forms shall be true to line and of sufficient strength to ensure against bulging or displacement.
5. Contraction and expansion joints shall match original construction in placement and size, unless otherwise required by local jurisdiction having authority.
6. Reinforcement shall be replaced as in original construction and shall meet requirements of Section 03300.
7. Concrete strength, finishing and curing shall be in accordance and shall meet requirements of Section 03300.

3.06 REPLACEMENT OF LANDSCAPED AREAS

A. Vegetated Areas

1. Prior to placing sod or other final vegetative cover, examine and repair the subgrade as necessary to assure a smooth and even surface which will match grade and contours of surrounding undisturbed ground. Finish grade construction areas to match grade prior to construction activities. Assure that a positive slope away from all building walls is maintained for at least 10 feet to prevent runoff from approaching walls.
2. Prepare soil under areas to receive vegetation by placing topsoil to a depth equal to surrounding conditions or to 6", whichever is greater. Disk or till 3 cubic yards manure per 1000 square feet of surface area to a depth of 8 inches.
3. Roll and rake areas receiving vegetation to smooth, even surface, free of ridges, with loose, uniformly fine texture.
4. Allow for final vegetation thickness when preparing subgrade.
5. Restore raked areas to specified condition if eroded or otherwise disturbed after fine grading and prior to placing vegetative cover.
6. Remove stones over 1 1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter.
7. Limit preparation to areas which will be planted promptly after preparation.
8. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before sodding. Do not create a muddy soil condition.

B. Trees and shrubs:

1. Layout individual tree locations.
2. Secure approval of Engineer and Owner prior to planting.
3. Excavate tree and shrub pits with vertical sides. Dispose of subsoil removed from landscape excavations. Do not mix with backfill. If tree or shrub is to be planted on excavation area, remove all impervious fill from tree and shrub pit down to pervious material.
4. Place three Agriform fertilizer tablets evenly around the perimeter of, and immediately adjacent to the root ball at a depth which is between the middle and the bottom of the root ball.

5. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
 6. Stake or guy trees immediately after planting. Stakes and guys should be evenly distributed around tree. All stakes must be driven so as not to disturb the root ball.
- C. Sprinkling Systems:
1. Restore all sprinkling systems and fences disturbed, removed, or damaged by construction operations in a condition at least equal to that prior to construction.
- D. Sodding:
1. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
 2. Secure sod on slopes with U-shaped wire clips as required to prevent slippage. Immediately after planting, sod shall be thoroughly watered with a fine spray. Watering shall occur as frequently as needed to keep sod constantly moist for a period of 14 days after planting. Two weeks after planting, apply ammonium sulfate in pellet form at 40 actual pounds of nitrogen per acre. Water thoroughly immediately after fertilizing.

3.07 MISCELLANEOUS AREAS

- A. All other improvements interrupted or removed to permit the construction specified herein shall be restored. Miscellaneous improvements to be restored shall include, but shall not be limited to, the following:
1. Culverts
 2. Fences
 3. Utilities

3.08 PROTECTION

- A. Provide barricades and restrict access as appropriate to prevent damage to Work in place.
- B. Contractor shall be responsible for protection of Work in place against displacement, damage, loss or theft until Owner's acceptance. Any Work installed and subsequently damaged, lost or displaced shall be repaired or replaced to the Owner's satisfaction at no additional cost.
- C. Planting Maintenance:
1. Begin maintenance immediately after planting, and continue until inspection and acceptance, in no case less than 30 days from the time of completion of Work.
 2. Maintain trees by pruning, cultivation and weeding as required for healthy growth. Restore planting saucers.

3. Tighten and repair stake and guy supports and reset trees to proper grades or vertical position as required. Spray as required to keep trees free of insects and disease.
4. Maintain lawns for not less than 30 days and longer as required to establish an acceptable lawn. To be acceptable, lawn must be past second mowing with no bare spots. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

3.09 CLEANING

- A. Thoroughly clean, rake, wash and/or flush all restoration Work prior to submitting for Owner's acceptance.

PART 4 - COMPENSATION

4.01 GENERAL

- A. No separate payment shall be made for any item necessary for the completion of the work indicated on the Contract Drawings and in the Specifications but not shown as a pay item on the proposal form; therefore, full compensation for these items shall be considered absorbed in the Contract Lump Sum or related pay items.
- B. The prices thus paid shall be full compensation for completing the work. Materials or work for which a pay item is not included and are necessary to complete the work under this section shall be furnished or performed and shall be considered incidental to the completed construction.

4.02 MEASUREMENT AND PAYMENT

- A. Permanent Surfaces: Except as shown otherwise, measurement for payment purposes for each specified item of work shall be computed by using the actual length of the trench and the minimum trench width allowable by OSHA regulations and as shown on the drawings. Additional removal and replacement due to the top of the trench being wider than necessary to install or remove improvements shall be at the Contractor's expense. The length of removal and replacement crossed by conduits shall be measured along the centerline of the pipe over which removal and replacement was made. Additional widths necessary at manholes and special structures shall not be measured.
- B. The cost of such additional removal and replacement shall be included in the Unit Price bid for manholes and special structures. The length of curb and gutter crossing a conduit shall be equal for payment purposes.
- C. Except as otherwise shown on the Plans or directed by the Engineer, payment quantities for sidewalks, driveways, curbs and curb and gutter removal and replacement (where such items are parallel or approximately parallel to the proposed pipe line) shall be included only when the distance from the centerline of the pipe to the edge of the permanent surface is less than one-half the maximum trench width for the applicable conditions specified on the plans. Any damages to permanent surface items that are at a greater distance from the centerline of the pipe than one-half the maximum specified trench width shall be replaced at the Contractor's expense. Where a sidewalk that is parallel to a proposed pipeline is to be removed and replaced, the Engineer shall determine the extent of such removal and replacement.

- D. Payment for removal and replacement of permanent type pavements and driveways shall be made at the Contract Unit Price per square yard for the type of pavement or driveway removed or replaced.
- E. Payment for removal and replacement of concrete sidewalks shall be made at the Contract Unit Price per square yard for sidewalk removal and replacement.
- F. Payment for removal and replacement of concrete curb and gutter shall be made at the Contract Unit Price per linear foot for curb and gutter removal and replacement.
- G. Payment on reinforced concrete items shall also constitute full compensation for the required steel reinforcement.
- H. Payment for removal and replacement of asphalt surfaces shall be made and the Contract Unit Price per square yard for the type and thickness specified.
- I. Payment for the removal and disposal of the temporary trench surfacing, the re-excavation of the pipe trench for placement of the 6" of compacted clay gravel subbase and placement of the subbase shall be included in the Pay Item provided in the proposal as "6" Clay Gravel Subbase" or "6" Crushed Limestone Subbase".
- J. Temporary Trench Surfacing: Measurement for payment of clay gravel or crushed limestone shall be computed by the actual length of the trench times the quantity in cubic yards per linear foot of trench based on the minimum allowable trench width. The cost of furnishing, placing and maintaining the 6" of compacted clay gravel for temporary surfacing shall be paid for at the Contract Unit Price per cubic yard (PM) for temporary trench surfacing.
- K. Landscaping Item: Items designated or directed to be removed and restored shall be measured for payment as follows: (1) grass sod and brick paving in square yards, (2) plants, shrubbery, small trees and decorative planting in units of each and (3) other specialty items as provided in the proposal. Specific landscaping items removed and restored or replaced in-kind shall be paid for at the respective Contract Unit Prices provided for in the proposal.

--END OF SECTION 02207--

SECTION 02210 SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Erosion Control Measures
- B. Velocity and Flow Control Measures
- C. Sediment Control Measures
- D. Application/Installation of Measures
- E. Removal/Replacement of Measures

1.02 DESCRIPTION OF WORK

- A. Furnish all materials; install, construct, maintain, and remove specified temporary erosion control devices; at locations specified in the contract documents, or where specified by the Engineer. Permanent devices such as rip-rap, sod or grassing are covered in other sections.
- B. Complete the required construction work on this project, while minimizing soil erosion and controlling water pollution. Maintain these features as specified and as required by the Mississippi Department of Environmental Quality, from initial construction stages to final completion of the project.
- C. Minimizing nonpoint source (NPS) pollution from construction sites through good housekeeping and Best Management Practices (BMPs).

1.03 SCHEDULING AND CONFLICTS

- A. Implement erosion and sediment control measures as required by each phase of construction.
- B. Coordinate construction to minimize damage to erosion and sediment control devices.

1.04 SPECIAL REQUIREMENTS

- A. Comply with all requirements of local and state and federal agencies, i.e. City, County, MDEQ, & EPA regulations.
- B. Protection of Property: Prevent accumulation of soil, sediment, or debris from project site onto adjoining public or private property. Remove any accumulation of soil or debris immediately, and take remedial actions for prevention.
- C. Project Staging: Replacing erosion and sediment control practices that are damaged or removed by the contractor in a manner that is consistent with the current project staging or SWPPP is the Contractor's responsibility and will be at the Contractor's expense.

PART 2 – PRODUCTS

2.01 Erosion and sediment control materials and installation methods shall be in accordance with

requirements of the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction and the Contract Drawings.

The following items are considered approved best management practices that Contractor may implement to control erosion and sediment. Items shown are not project specific.

2.02 WATTLES

- A. Netting: Open weave, degradable netting. Nominal diameter of 9 inches, or as specified.
- B. Fill Material: Straw, wood excelsior, coir, or other natural materials approved by the Engineer.
- C. Stakes: 1 inch by 1 inch (minimum) wooden stakes, or stakes of equivalent strength a minimum of 24" in length.

2.03 CHECK DAMS

- A. Check dams are used to slow the velocity of water thus reducing erosion of the drainage way. Although a check dam will trap small amounts of sediment, it should not be considered as a sediment control device. Maximum drainage area is 10 acres.
- B. Materials
 - 1. Contractor shall not use straw bales. The use of straw bales as check dams often involves incorrect placement and thus aggravates erosion problems rather than controlling them.
 - 2. Check dams shall be constructed of stone or logs.
- C. Do not use in a stream.

2.04 CONSTRUCTION ROAD

- A. The temporary stabilization of construction access roads and parking areas.
- B. Purpose is to reduce erosion of temporary and permanent roadbeds between the time of initial clearing and grading and final stabilization.

2.05 DIVERSION

- A. A temporary ridge and channel of compacted soil.
- B. Used to divert runoff coming from offsite areas adjacent to the construction site or divert runoff from sensitive areas, thus decreasing the erosion potential. A diversion can also be used on a construction site to carry sediment-laden runoff to a sediment trap.
- C. Maximum drainage area is 5 acres.
- D. Diversions placed at the bottom of very steep slopes may be overwhelmed (overtopped or washed out from flows coming down the slope).
- E. Diversions must be on proper grade to ensure water flows in the desired direction. Watch for abrupt changes or reversal of grade as failures will occur in these places.
- F. Ensure that equipment operators are informed about diversions. A common reason for failure of diversions is equipment being driven over the diversion.

2.06 LEVEL SPREADER

- A. A stable outlet for diversions, which collects runoff and discharges it as sheet flow onto an undisturbed, vegetated area.
- B. To collect concentrated runoff, convert it to sheet flow and release it to a stable area at low, non-erosive velocities.
- C. Runoff should be relatively sediment free.
- D. Drainage area is 5 acres or less.

2.07 SOIL BLANKETS (MULCH, MATS, BINDERS)

- A. Apply a protective blanket (usually plant residue) to bare soil where required. Blankets or mats shall be LandLok Turf Reinforcement Mats or approved equal.
- B. Protects soil from the force of rain. Protects seeds and soil amendments from being washed away. Aids vegetative growth by conserving moisture, suppressing weeds and insulating the soil and seed from temperature extremes.
- C. Mulches can be a source and method of introducing weeds.
- D. Too much mulch can suppress growth.
- E. Wood chip mulches can tie up nitrogen thus requiring additional fertilizer.
- F. Some erosion control blankets degrade after a time and some blankets are permanent. Make sure the correct one is specified for the job.

2.08 TEMPORARY SEEDING

- A. Establishing a temporary vegetative cover on disturbed sites by seeding with a fast growing annual grass.
- B. **Areas that will not receive any construction activity for 7 days are required to be stabilized with temporary seeding within 2 days.** Temporary seeding reduces erosion, thus reducing the need for more costly sediment control measures.
- C. Temporary seeding provides protection for only one growing season. After that time, more permanent measures should be initiated.
- D. Seed is subject to being washed away during establishment period. Contractor is responsible to seed as many times as required due to washing at the Contractor's expense.
- E. Be aware that certain annual grasses may still out-compete permanent seeding even after the end of their life expectancy. This will require the residue from the annuals to be disked up and the soil prepared for permanent seeding.

2.09 TREE PRESERVATION

- A. Protecting desirable trees from destruction or injury during clearing or other construction activities.

- B. To ensure the survival of desirable, existing trees during construction so that they can provide erosion control, stormwater runoff management, improved site aesthetics, and other environmental benefits.

2.10 DUST CONTROL

- A. Controlling dust while land-disturbing activities are taking place.
- B. To prevent the movement of dust from exposed surfaces, thus preventing or reducing complaints about air quality, health hazards, and reducing vehicle and road maintenance.
- C. Contractor may use water or approved additives.

2.11 STORM DRAIN INLET PROTECTION

- A. A filter or impounding area around a storm drain inlet.
- B. Prevent sediment from construction site from entering an existing storm drain system until disturbed area is permanently stabilized.
- C. Ponding will likely occur so ensure that damage will not occur to adjacent areas or structures.
- D. Use mulch around structure to reduce the sediment load.

2.12 TEMPORARY SEDIMENT TRAP

- A. A small ponding area formed by excavation and/or a low embankment across a drainage-way.
- B. To detain sediment-laden runoff long enough for some sediment to settle out.
- C. Sediment traps should be in use for 18 months or less.
- D. Do not use in a stream.
- E. Do not place a drain pipe with the inlet at the bottom of the trap and a silt fence across the inlet or outlet to filter sediment.

2.13 SILT FENCE

- A. Material for silt fence shall be type 1 or 2 in accordance with Section 714 of MDOT Standard Specifications.
- B. Post shall be metal T-posts, 48" minimum length.

2.14 RIP RAP

- A. Rip-rap may be used as a temporary erosion control measure. Installation shall comply with Section 2272. Rocks may be used where permanent rip-rap is called for on the plans as long as they are cleaned to a new condition.

PART 3 – EXECUTION

3.01 INSTALLATION

Installation of all materials shall be in accordance with the requirements of the latest edition of the

Mississippi Standard Specifications for Road and Bridge Construction, manufacturer's recommendations, these specifications and the Contract Drawings.

3.02 WATTLES:

INSTALLATION: Install per manufacturer's recommendations

MAINTENANCE: Replace when filter capacity has been reduced by 75%. Remove when surrounding area has been stabilized.

3.03 CHECK DAMS

INSTALLATION

- A. Check dams should be constructed of stone or logs. Silt fence material may be used for check dams. Note: if using silt fence material be aware that the runoff will flow over not through the material. Ensure that the fabric height is set no higher than 18 inches, the center is lower than the ends, that the bottom of the fabric is trenched in and soil compacted and that splash protection is provided on the downhill side so that the water running over the center doesn't scour the soil and expose the bottom of the fabric.
- B. Make the check dam no more than 2 feet in height.
- C. Make the center of the check dam at least 6 inches lower than the outer edges.
- D. Cover the swale with the check dam and set the height of the outer edges so that runoff will not flow around either end.
- E. Space the check dams so that the center of each check dam is the same elevation as the bottom of the check dam immediately above it.
- F. If using logs, use 4-6 inch logs and drive them 18 inches deep. Pile brush on downstream side in order to prevent scouring.
- G. If using stone, use 3 to 6 inch stone (min.) or as called out in contract drawings placed on filter fabric.
- H. If using a prefabricated device such as Triangular Silt Dikes, then follow manufacturer's guidelines for installation.
- I. Spacing between check dams is the same for all types.

MAINTENANCE

- A. Check for sediment accumulation after each significant rainfall. Remove accumulated sediment when it reaches $\frac{1}{2}$ of the dam's original height.
- B. Check for erosion around edges of dam and extend dam if erosion is taking place.
- C. Remove dam when surrounding area has been stabilized. Immediately stabilize area under dam.

3.04 CONSTRUCTION ROAD

INSTALLATION

- A. Follow the existing contour as much as possible. Slopes should not exceed 10 percent.

- B. Plan for temporary parking on naturally flat areas.
- C. Stabilize the side slopes of all cuts and fills by grading all slopes to 2:1 or flatter for clay soils and 3:1 or flatter for sandy soils. All exposed slopes should be seeded and/or mulched as soon as possible
- D. Lay down a 6-inch deep bed of coarse aggregate (1.5-3.5 inch stone) immediately after grading. Apply a tackifier or binder (see Dust Control).
- E. Ensure that proper drainage is provided for and that all drainage along construction roads is directed to sediment control BMPs (temporary sediment basins, buffer zones, sediment barriers, etc.).

MAINTENANCE

- A. Top dress roads and parking areas as needed.
- B. Check drainage after rain events and ensure drainage is going to sediment control BMPs. Any bypasses shall be stopped and redirected to proper BMPs.
- C. Replace aggregate as needed to maintain 6" deep bed.

3.05 DIVERSION

INSTALLATION

- A. Minimum height of ridge (measured from bottom of channel to top of ridge) is 18 inches.
- B. Make the top width of the ridge a minimum of 2 feet with 3:1 slopes.
- C. Determine path of channel, ensuring that channel has a positive grade and ends at a stabilized outlet (see Level Spreader, Slope Drain or Temporary Sediment Basin for example).
- D. Excavate channel, place dirt on downslope side, shape to specified dimensions and compact.
- E. If diversion will be in place for more than 30 days, then seed after ridge has been shaped and before compaction.
- F. On fill slopes, form channel at end of working day and do not compact until final grade is reached.

MAINTENANCE

- A. Inspect after every storm and repair any breaches.
- B. If channel continues to erode, then velocities are too high and channel must be stabilized with erosion control netting or other stabilization practices.
- C. If diversion is at foot of steep slope and breaches continue to occur after successive storm events, then move diversion away from slope (if possible) and stabilize slope with mulch (see Soil Blankets).

3.06 LEVEL SPREADER

INSTALLATION

- A. Construct on undisturbed soil (not fill).
- B. Set last 20 feet of diversion slope to 1% grade before flow enters level spreader.
- C. Size the level spreader at zero grade.
- D. Slope sides at 2:1 or flatter.
- E. Seed the level spreader with grass seed or sod within 7 days of construction.

MAINTENANCE

- A. Inspect after each storm event to ensure that flow is not concentrating and causing erosion at outlet. Repair if necessary.
- B. Remove any leaves and debris.
- C. Prevent construction traffic across the structure.

3.07 SOIL BLANKETS (MULCH, MATS, BINDERS)

INSTALLATION – All Mulch, Mats, and Binders shall be installed in locations as required by the ENGINEER and per the manufacturer's recommendations. Improper product location or installation shall be removed and replaced by an approved material by the CONTRACTOR at no expense to the OWNER.

A. MULCH

- 1. The most common mulch is straw. When spreading by hand, divide the area to be mulched into 1000 square foot blocks and spread 2 square bales per block. When using equipment to spread mulch over larger areas use 2 tons per acre. When applying mulch to slopes equal to or steeper than 3:1, slopes with runs longer than 50 feet, areas of concentrated flow and in large open areas where wind is not blocked, mulch shall be anchored. Other mulch materials such as wood cellulose fibers, composted vegetation, recycled materials for mulch, and hay are acceptable. Apply enough material to obtain good coverage.
- 2. Anchor straw or hay mulch by crimping, by overlaying with an erosion control blanket, or by using a tackifier.
- 3. All other mulches should be anchored with an erosion control blanket or a tackifier.
- 4. When crimping use a mulch crimper (packer disc) or equivalent anchoring tool. The crimper should have discs that can be set straight, are 20 inches or more in diameter, 8 to 12 inches spacing between discs, and the disc edges are dull enough to press the stalks into the ground without cutting them. Ensure that the mulch stalks (or fibers) are pushed into the soil approximately 3 inches.
- 5. For any mulch material used, ensure that good coverage is obtained. Good coverage is where the mulch completely covers bare soil but is no more than 1 – 2 inches thick.

- B. EROSION CONTROL BLANKETS (TRMs) - This type of product is known by several different names: erosion control blankets, erosion control matting, erosion control nets,

rolled erosion control products, and turf reinforcement mat or materials. Mats shall be used to anchor organic mulches on steep slopes and areas with concentrated flows.

1. SITE PREPARATION

- a. Grade and compact area of installation and remove all rocks, clods, vegetation or other obstructions so that the installed blanket//mat will have direct contact with soil surface.
- b. Prepare seedbed by loosening 2-3 in of topsoil above final grade.
- c. Incorporate amendments such as lime and fertilizer into soil, as required by ENGINEER.
- d. Do not mulch areas where may is to be placed.

2. SEEDING – Apply see per seeding schedule to the soil surface before installing blanket/mat unless required otherwise by manufacturer.

3. INSTALLATION ON BANKS AND SLOPES

- a. Extend blanket/mat 2-3 ft over crest of slope and excavate a 12x6 in terminal anchor trench
- b. Anchor blanket/mat in trench on 1 ft spacings, backfill and compact soil.
- c. Unroll blanket/mat down slope.
- d. Overlap adjacent rolls at least 3 in, and anchor every 18 in minimum across the overlap. The higher elevation blanket/mat should be placed over the lower blanket/mat.
- e. Overlap blanket/mat edges approximately 2 in and staple according to anchor pattern guide from manufacturer. Make sure that the edge overlaps are shingled away from prevailing winds.
- f. Lay blanket/mat loose to maintain direct contact with soil.
- g. Secure blanket/mat to ground surface using U-shaped wire staples.

4. INSTALLATION IN STORM WATER CHANNELS

- a. Excavate an initial anchor trench in 12 in deep and 6 in wide across the channel at the lower end of the project area.
- b. Construct check slots along the channel in the following manner:
Excavate intermittent check slots 6 in deep and 6 in wide across the channel at 30 ft intervals.
- c. Cut longitudinal channel anchor slots 4 in deep and 4 in wide along both sides of the installation to bury edges of blanket/mat.
- d. Beginning at the center of downstream end of the channel, place the end of the first roll in the anchor trench and secure with fastening devices at 1 ft intervals.

- e. In the same manner, position adjacent rolls in anchor trench, overlapping the preceding roll a minimum of 3 in.
 - f. Again, staple at 1 ft intervals, backfill and compact soil.
 - g. Unroll blanket/mat over the compacted trench. Stop at next check slot or terminal anchor trench.
 - h. Unroll adjacent rolls upstream in order to maintain a minimum 3 in overlap. Anchor every 18 in minimum across the overlap.
 - i. Fold and secure blanket/mat rolls snugly into intermittent check slots. Lay blanket/mat in the bottom and fold back against itself. Anchor through both layers of blanket or mat at 1 ft intervals then backfill and compact soil. Continue rolling upstream over the compacted slot to the next check slot or terminal anchor trench.
 - j. In low velocity channels of < 8.2 ft/sec excavated in cohesive soils, an alternate method may be used: place two rows of anchor on 6 in centers at 30 ft intervals in lieu of excavated check slots.
 - k. Overlap roll ends a minimum of 1 ft with upstream blanket/mat on top. Begin all new rolls in a check slot. Anchor overlapped area by placing two rows of anchors 1 ft apart on 1 ft intervals.
 - l. Place outer edge of blanket/mat in previously excavated longitudinal slots, anchor using prescribed staple pattern. Backfill and compact soil.
 - m. Secure blanket/mat to ground surface using U-shaped wire staples.
 - n. Seed and fill with soil for enhanced performance.
5. GROUND ANCHORING DEVICES – U-shaped wire staples or metal geotextile pins can be used to anchor blanket/mat to the ground surface. Wire staples should be a minimum thickness of 8 gauge. Metal pins should be at least 3/16 in diameter steel with a 1 ½ in steel washer at the head of the pin. Wire staples and metal pins should be driven flush to the soil surface. All anchors should be between 6-18 in long and have sufficient ground penetration to resist pullout. Longer anchors may be required for loose soils. Heavier metal stakes may be required in rocky soils.

C. INSTALLING ON SLOPES

- 1. On slopes netting shall be laid parallel to slope (parallel to primary direction of flow).
- 2. Dig a 6-inch by 6-inch trench at the top of the slope. Unroll 4 feet of the netting, line trench with netting while leaving 3 feet of netting extended past the trench.
- 3. Anchor netting in trench with staples, backfill and tamp soil firmly. Take remaining 3 foot strip that is extended past the trench and fold over the trench. Fasten strip to netting with staples. Unroll netting down the slope.
- 4. Start at top of slope or grade, anchor net, and work down.

5. Where strips are laid side by side, overlap edges 3 inches and staple together.
6. When joining ends, anchor new net in trench, overlap with old net 18 inches and staple together below trench.

D. INSTALLING IN CHANNELS

1. In areas of concentrated flows (ditches, swales, storm water conveyance channels, etc.) lay netting in direction parallel to flow. Use turf reinforcement mats for greater strength.
2. Dig a 6-inch by 6-inch across the beginning of the channel (upstream end) where netting will be laid.
3. Anchor and unroll netting as described above.
4. Do not join strips of netting in the center area of concentrated flows.

E. SOIL BINDERS

1. If using manufactured mulches such as erosion control netting, straw blankets, wood fiber blankets, wood fiber mulch with tackifier, bonded-fiber matrix, etc., refer to manufacturer's recommendation.

MAINTENANCE

- A. Inspect periodically and after rainstorms.
- B. Check for rills, dislocation, or failures, and repair.
- C. If washout occurs, then regrade, reseed and remulch.
- D. If washout continues, check to see if flow velocities or if contributing area are too great and install additional measures to slow velocities and/or divert a portion of the flow

3.08 TEMPORARY SEEDING

INSTALLATION

- A. Loosen all soil that has been compacted, crusted, or hardened.
- B. Test soil to determine liming and fertilization requirements. In the absence of a soil test, apply according to local soil conservation district's or a local nursery's direction.
- C. Spread available topsoil over unfavorable soil conditions, especially exposed subsoil.
- D. On slopes, the surface will require roughening, mulching, or both, depending on grade (see Mulching and Surface Roughening).
- E. Apply seed uniformly.
- F. Plant grass seed 1/4 inch deep (normal depth).
- G. Water as needed.

MAINTENANCE

- A. Inspect for germination and growth after 7 days from planting.
- B. If seed is not germinating or growth is sparse, perform soil test, fertilize and reseed according to directions.
- C. Inspect after rainstorms. Reseed wherever seed has been washed away (absorbed). Consider the use of erosion control netting, mulch, or other BMPs in areas where seed continues to be washed away and channels are forming.

3.09 TREE PRESERVATION

INSTALLATION

- A. Select trees to be preserved shall be flagged by Owner prior to beginning construction.
- B. Install barrier at or outside the dripline.
- C. Do not use heavy equipment, vehicles, or stockpiles within the dripline.
- D. Do not store any toxic materials within 100 feet of trees to be preserved.
- E. Ensure that crew, especially operators of earth-moving equipment, know where the trees are and what the purpose of the fencing is.
- F. Do not trench through the dripline. Tunnel or reroute utilities.
- G. Do not nail anything to trees to be preserved.

MAINTENANCE

- A. Note: If roots are cut, then prune tree by a proportionate amount (example, if 1/3 of the roots are cut, then prune tree by 1/3). Remove any damaged root area and paint the pruned area with tree paint.
- B. Repair any damage to trunk by trimming around damaged area (tapering the cut), and paint with tree paint.
- C. Cut off any damaged branches with a three cut process, and paint with tree paint

3.10 DUST CONTROL

INSTALLATION

- A. Saturate surface as needed with any standard method to control dust.
- B. Follow manufacturer's recommendations if using additives.

MAINTENANCE

- A. Prohibit traffic on treated surface until curing time is complete.
- B. Re-water as needed to control dust as required by Owner, Engineer or regulatory requirements.

3.11 STORM DRAIN INLET PROTECTION

INSTALLATION

A. SILT FENCE DROP INLET SEDIMENT FILTER

1. Use where drop inlet is surrounded by relatively flat ground and sheet flows are expected. Excavate a shallow depression around the inlet to allow for some ponding.
2. Construct a frame around the drop inlet using 2"x 4" stakes. Drive stakes into ground around drop inlet and no more than 3 feet apart. Drive stakes into the ground at least 12 inches. Attach a top rail of 2"x 4" to the stakes to stabilize the frame. Diagonally cross brace the stakes to prevent the water from pushing over the fabric. Ensure that water will fall directly into the inlet opening, not onto the unprotected soil around the inlet box.
3. Excavate a trench 6" x 6" around the outside edge of the frame.
4. Measure out filter fabric needed to ensure that fabric can be wrapped around frame with one overlap panel in order to ensure that there are no joints to separate.
5. Staple fabric to frame with 12 inches lying in the trench. The height of the fabric shall be at least 15 inches above ground but no more than 18 inches high.
6. Backfill trench and compact over fabric.

B. BLOCK AND GRAVEL DROP INLET PROTECTION

1. Use this where excavation cannot be done (i.e. to protect a storm drain in pavement) and/or where heavier concentrated flows are expected. Do not use where ponding will damage adjacent area or structures. Ensure that approaches are fairly flat to allow temporary ponding.
2. Place concrete blocks on their side, lengthwise around the inlet. Place blocks so that all ends are abutting. Height can be varied by stacking blocks but should be between 12 and 24 inches in height. Cover outside face of blocks with wire mesh.
3. Pile coarse aggregate (3/4 – 1.5") against wire mesh.

C. GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER

1. Use where excavation can't be done and surrounding soils are sandy. Use where concentrated flows may be expected but ponding won't damage adjacent areas
2. Place wire mesh (1/2" openings) over drop inlet. Wire mesh must extend one foot past inlet on every side. Pile coarse aggregate (3/4"-1/2") on the wire mesh. Pile it 12 inches high and slope the pile 18 inches past the inlet on all sides.

D. BLOCK AND GRAVEL CURB INLET SEDIMENT FILTER

1. Use around curb inlets where an overflow capability is needed to prevent excessive ponding.

2. Place two concrete blocks, on their side, on either side of the curb inlet. These are spacer blocks.
3. Place a 2x4 stud through the outer holes of the spacer blocks. This is used to hold the front blocks in place.
4. Place concrete blocks on their sides in front of the curb inlet and spacer blocks.
5. Place wire mesh (1/2" openings) over the outside face of the blocks.
6. Place 1.5" coarse aggregate against the wire mesh.

E. PREFABRICATED STORM INLET PROTECTION

1. Install according to manufacturer's specifications.
2. Can be used either to divert flows away from the inlet or create a very small ponding area to trap small amounts of sediment.

F. GRAVEL CURB INLET SEDIMENT FILTER

1. Use where ponding won't cause damage.
2. Place wire mesh (1/2" opening) over curb opening and top of curb.
3. Place 1.5" coarse gravel in front of and on top of wire mesh.

G. GRAVEL FILTER BAGS FOR CURB INLET PROTECTION

1. Install per manufacturer's recommendations

MAINTENANCE

- A. Inspect the structure after each rain event and repair as needed.
- B. Remove accumulated sediment when it has reached ½ of the height of filter. Clean filter.
- C. Remove filter when drainage area has been permanently stabilized.
- D. If there are unacceptable levels of flooding around inlet protection then remove accumulated sediment; or convert sediment barrier to an excavated sediment trap; or reroute runoff to a more suitable area

3.12 TEMPORARY SEDIMENT TRAP

- A. A small ponding area formed by excavation and/or a low embankment across a drainage-way.
- B. To detain sediment-laden runoff long enough for some sediment to settle out.
- C. Sediment traps should be in use for 18 months or less.
- D. Do not use in a stream.
- E. Do not place a drain pipe with the inlet at the bottom of the trap and a silt fence across the inlet or outlet to filter sediment.

INSTALLATION

- A. Embankment height shall be 5 feet or less.
- B. Ensure that embankment fill material is free of roots, organic material, or any other objectionable material.
- C. Construct embankment by placing fill material in 8-inch layers. Compact each layer. Side slopes shall be 2:1.
- D. Set outlet crest at 1 foot to 18 inches below the crest of the embankment.
- E. Install outlet protection
- F. Seed embankment with temporary seeding within 7 days of construction (see Temporary Seeding).
- G. Performance of sediment trap can be improved by seeding and/or mulching drainage area (see Soil Blanket).
- H. Remove trap and regrade when drainage area is stabilized.
- I. Sediment traps can also be constructed using gravel-filled sand bags as an embankment.
- J. Excavating around a storm drain inlet will also create a sediment trap.

MAINTENANCE

- A. Remove accumulated sediment when sediment has filled in $\frac{1}{2}$ the original volume.
- B. Check embankment after each storm event for erosion. Repair as necessary.

3.13 SILT FENCES

INSTALLATION

- A. Temporary silt fences shall be placed at the bottom of fill slopes, in ditches, around stockpiled soils, or downstream of any area where ground has been disturbed. Contractor is responsible for placement of silt fence in locations and quantities as needed to control erosion.
- B. Bottom of fences shall be embedded a minimum of 6 into the soil and backfilled.
- C. Additional rows of fencing or other measures shall be added as needed to control erosion.

MAINTENANCE

- A. The Contractor shall maintain the silt fence in a satisfactory condition for the duration of the project. Silt fencing may not be removed until approval has been given by the Engineer.
- B. Any silt fence that has deteriorated shall be replaced.
- C. Silt shall be removed from behind silt fence when sediment has reached $\frac{1}{2}$ the height of the fence. If fence is damaged from cleanout or has deteriorated it shall be replaced.

3.14 RIP RAP: See Section 02272

PART 4 – COMPENSATION

4.01 GENERAL

- A. No separate payment shall be made for any item necessary for the completion of the work indicated on the Contract Drawings and in the Specifications but not shown as a pay item on the proposal form; therefore, full compensation for these items shall be considered absorbed in the Contract Lump Sum or related pay items.
- B. No additional compensation will be made for additional temporary erosion control measures that are implemented or required.

4.02 MEASUREMENT AND PAYMENT

It shall be understood that measurement and payment for erosion control will be an absorbed cost or will be made only when a pay item is included on the Proposal Form.

--END OF SECTION 02210--

SECTION 02220 EXCAVATION AND EMBANKMENT

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This work shall consist of excavation and embankment required for the roadway, ditches, channel changes, and borrow material, and includes the preparation of sub-grade and foundations, the construction of embankments and other utilization or disposal of materials excavated, and the compaction and dressing of excavated materials and embankments.
- B. The Contractor shall furnish all labor, materials, and equipment to perform all work as described above in accordance with the details and requirements of the contract drawings and in accordance with these Specifications and completely coordinated with all other trades.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions applicable to this specification.
- B. Section 02210 – Soil Erosion and Sediment Control
- C. **Geotechnical Report if one is made available. Geotechnical report requirements shall govern over specifications if there are discrepancies.**

1.03 DEFINITIONS

- A. Fill (in terms of volume): In terms of volume, fill is defined as a compacted post-construction volume in-place.
- B. Select Fill/Borrow Material: Material obtained from roadway cuts, borrow areas, or commercial sources used as foundation for sub-base, shoulder surfacing, fill, backfill, or other specific purposes. Such material shall meet project requirements as described in further detail in Article 2.01.D or elsewhere in the contract documents. This material may also be referred to as Borrow Excavation, Select Borrow Excavation, Select Fill, Select Material or similar.
- C. Structures: Incidental buildings, footings, foundations, retaining walls, slabs, tanks, curbs, drainage structures, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- D. Sub-grade: Surface or elevation remaining after completing the excavation, or top surface of a fill or backfill immediately below sub-base or topsoil materials, as applicable.
- E. Topsoil: Topsoil shall consist of friable clay loam, free from roots, stones, and other undesirable material and shall be capable of supporting a good growth of grass.
- F. Unauthorized excavation: Shall consist of removing materials beyond indicated sub-grade elevations or dimensions without direction by the Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.
- G. Objectionable materials: These materials include organic matter, debris, rubble, existing asphalt, stumps and roots. Earthwork operations, clearing and grubbing and site

preparation shall include, as a minimum, the removal of any objectionable materials encountered (absorbed).

- H. Unsuitable materials: These materials include soils that are classified as expansive clay soils (CH), soils containing organic material, soils with excessive water content that are not feasible to be processed (per the Owner's geotechnical representative/testing agency) and used on the project and soils as mentioned in Article 2.03.B – Unsatisfactory Soils.
- I. Proof Roll: Proof roll shall mean the Contractor providing a fully loaded dump truck or other approved vehicle having an axle weight of at least 20,000lbs (10 tons) and said vehicle being driven across the site as directed by the Engineer and under the supervision of the Engineer or Owner's representative. The intent of the proof roll is to determine the strength of the soil (existing or placed fill) and identify locations of soft or unsuitable soil materials or conditions if they exist so that additional earthwork measures may be performed to stabilize these locations.
- J. Undercutting: Undercutting shall take place when objectionable or unsuitable materials are encountered on the project site or stability is not present. The Contractor shall excavate such areas and replace with compacted select fill materials or as recommended by the Engineer/Testing Agency. No undercutting shall be allowed without prior approval from the Engineer and if such work is performed without approval, this work shall be considered unauthorized excavation.
- K. Classifications of excavation: Excavations shall be classified and paid for as unclassified, rock, muck, borrow, channel, excess, surplus, stripping, common, or undercut as shown on the bid schedule. Definitions of these classifications are shown below.
- L. Preparing Subgrade: Preparing subgrade shall mean shaping and preparing the top surface of the design soil upon which the pavement structure and shoulders or curb are constructed to finished grade and slope as required per the plans once all other earthwork operations have been completed. This shall include performing proof rolls on the prepared subgrade, remediation of any areas that fail the proof roll, and related work required to achieve stability on the top surface of the design soil as required by the Engineer.

1.04 SUBMITTALS

- A. Submit product data of geotextile fabric and fully document each with specific location or stationing information, date and other pertinent information.
- B. Material Test Reports: Provide from a qualified testing agency test results and interpretation for compliance of the following requirements indicated:
 - 1. Classification according ASTM D2487 of each on-site or borrow soil proposed for backfill, unless otherwise directed by the City Engineer.

1.05 TESTING SERVICES

- A. The Testing Laboratory shall be approved by the Engineer and will be responsible for conducting and interpreting tests. The Testing Laboratory shall state in each report whether or not the test specimens conform to all requirements of the Contract Documents and specifically note any deviation.
- B. Specific test and inspection requirements shall be as specified herein and in related sections.

1.06 PROJECT CONDITIONS

- A. The Contractor shall examine the site prior to his bid taking into consideration all conditions that may affect his work.
- B. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, and other adjacent occupied or used facilities. Do not close or obstruct roads or other occupied or used facilities without permission from authorities having jurisdiction.
- C. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.
 - 1. Protect improvements on adjoining properties and on Owner's property.
 - 2. Restore damaged improvements to their original condition, as acceptable to property owners.
- D. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
- E. Demolition: Demolish and completely remove from the site existing utilities, structures or surface features indicated on the plans to be removed. Coordinate with applicable utility companies to shut off services if lines are active.
- F. Environmental: Before crossing or entering into any jurisdictional wetlands or streams, Contractor shall verify whether or not a wetlands permit has been obtained for the encroachment and whether special restrictions have been imposed. Care shall be taken to prevent draining or otherwise destroying non-permitted wetlands. Restore as stated on either the project drawings, the contract documents, and/or as noted in the permit.
- G. Geotechnical Investigation
 - 1. Requirements for Excavation and Embankment shall meet the requirements of the Geotechnical Report should one be available for project site. **Geotechnical Report will govern on any discrepancies between the requirements of the project specifications/plans on earthwork related items (i.e. acceptable material, depth of fill lifts, compaction requirements, etc) and the Geotechnical Report. Contractor shall notify Engineer immediately of any discrepancies found.**
 - 2. Where a Geotechnical report has been provided to the Contractor, the data on sub-surface soil conditions is not intended as a representation or warranty of the continuity of such conditions between borings or indicated sampling locations. It shall be expressly understood that the OWNER and/or ENGINEER will not be responsible for any interpretations or conclusions drawn there from by the Contractor. Data is made available for the convenience of the Contractor.
 - 3. In addition to any report that may be made available to the Contractor, the Contractor is responsible for performing any other soil investigations he/they feel(s) is necessary for proper evaluation of the site for the purposes of planning and/or bidding the project, at no additional cost to the Owner.

1.07 EXISTING UTILITIES

- A. Locate existing underground utilities in the areas of work prior to construction. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

- B. Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Owner(s) and then only after acceptable temporary utility services have been provided. Provide a minimum 48-hours notice to the Owner(s) and receive written notice to proceed before interrupting any utility.
- C. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shutoff services if lines are active. Contractor will be responsible
- D. The location of all pipes, ducts, or underground structures is not warranted to be exact, nor is it warranted that all underground pipes, ducts, or structures are shown. The Contractor shall contact the appropriate utility company for location of their underground service a minimum of 48 hours prior to beginning construction in each area. Existing utilities are shown on the Drawings in accordance with the maps and plans supplied by each utility company and it is the Contractor's responsibility to verify and locate all utilities in the field at no additional cost to the Owner.
- E. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner or make the site available to the utility owner for his work crews to make the necessary repairs at no additional cost to the Owner.
- F. Examine the areas and conditions under which excavating, filling, and grading are to be performed. Do not proceed with the work unless unsatisfactory conditions have been corrected.
- G. If it is determined that existing utilities are to be relocated by owner of those utilities, the Contractor shall be responsible for that coordination. The Contractor shall notify the utility owner in sufficient time as to avoid any delays to the Contractor's schedule. The Contractor is solely responsible for this coordination, and no delay or extension of time will be allowed as a result of or the cause of inaction by the Contractor or utility owner.

PART 2 – PRODUCTS

2.01 CLASSIFICATIONS OF EXCAVATION: Where classification is provided by separate pay items in the proposal, the excavation specified under this section may be classified by any of the following classes:

- A. **Unclassified Excavation:** When no pay item is included in the contract for other classes of excavation, unclassified excavation will consist of the excavation and processing or disposal of all materials on-site of whatever character encountered in the work. When pay items are included for other classes of excavation unclassified excavation will consist of the excavation and processing or disposal of all materials except those for which additional pay items are provided.
- B. **Rock Excavation:** When shown as a pay item, rock excavation shall consist of removal of material which cannot be excavated without blasting and shall also include boulders and detached stones having a volume of 1/2 cubic yard or more each. The use of the words "rock", "boulders", or "stone" or synonyms of these words appear elsewhere in these specifications does not imply that these materials may be included under this classification unless so indicated on the contract document.
- C. **Muck Excavation:** When shown as a pay item, muck excavation shall consist of the excavation, removal and disposal of natural deposits of saturated or unsaturated mixtures of soils and organic matter unsuitable for foundation materials. The Engineer, after consideration of the material and the conditions involved at the time of excavation, will be the sole judge as to whether the material involved will be classified as muck excavation.

- D. Borrow Excavation: Borrow excavation (also referred to as Select Borrow Excavation, Select Fill, Select Material or similar) shall consist of approved material required for the construction of embankments or other portions of the work that comes from a location beyond the project limits. The Contractor shall make arrangements for obtaining borrow, including any required permits and shall pay all costs involved. Contractor and/or Owner furnished borrow shall meet the requirements of the geotechnical report should one be available or, if not, as described elsewhere in the plans and this specification.
- E. Channel Excavation: When shown as a pay item, channel excavation shall consist of excavation and disposal of all material required for the widening, deepening or straightening of an existing channel or construction of a new channel. Material from channel excavation used in the roadbed will be classified as unclassified excavation.
- F. Excess Excavation: When shown as a pay item, excess excavation shall consist of excavation which cannot be satisfactorily used or disposed of within the project limits and must be hauled off-site and disposed of by the Contractor. Except for muck excavation, excess excavation may include any type, kind or class of excavation which the Engineer determines must be removed from the site including undercut. It will not include any excess caused by the Contractor importing too much excavation from outside sources. In this case the excess excavation will be removed at no cost to the owner. Should the Engineer decide, during construction, to spoil the excess excavation within the project limits, this shall be paid for as Unclassified or Common Excavation.
- G. Surplus Excavation: When shown as a pay item, surplus excavation will consist of required excavation within the project limits which is in excess of or unsuitable for that required for embankments and which can be satisfactorily used or disposed of within the project limits. Should the Engineer decide, during construction, that the surplus excavation is unable to be spoiled within the project limits as planned, this material shall be hauled off-site and disposed of by the Contractor and paid for as Excess Excavation.
- H. Stripping Excavation: When shown as a pay item, stripping excavation shall consist of the excavation, stockpiling, and on-site disposal of topsoil material. If there is no pay item for stripping then it shall be paid for as "Common Excavation". There will be no additional payment for on-site disposal of topsoil after stockpiling.
- I. Common Excavation: Common excavation shall consist of the removal, hauling and placing on-site of any class of material encountered at any location where excavation is required to achieve planned grades or as directed by the Engineer. Grading for proposed swales and overall drainage of the project is included in this item unless otherwise noted.
- J. Undercut Excavation: When shown as a pay item, undercut excavation shall consist of the excavation, removal and disposal of materials that have been deemed objectionable or unsuitable by the Engineer for use as a sub-base or sub-grade material. Undercut excavation will also include "Excess Excavation" if there is no pay item for such. Material may be spoiled on-site or hauled off-site as noted on the contract drawings, bid proposal or as directed by the Engineer. Voids left from Undercut Excavation shall be replaced by Select Borrow Material or as recommended by the Engineer/Testing Agency and paid for per the excavation classification on the bid proposal.

2.02 SOIL MATERIALS: Provide borrow material when sufficient satisfactory soil material is not available from on-site excavations. Additionally, see other sections for related work for description of materials suitable for borrow.

2.03 SOIL CLASSIFICATION

- A. Satisfactory Soils: Material for fills shall consist of material obtained from the excavation of on-site banks, borrow pits or approved off-site sources. The material used shall be free from

vegetable matter and other deleterious substances and shall not contain large rocks or lumps. Borrow materials shall consist of select, non-organic and debris free silty clays (CL) or sandy clays (CL) having a plasticity index (PI) within the range of 10 to 20 and a liquid limit less than 40, unless otherwise noted in the Contract Documents or Geotechnical Report. Should a geotechnical report be provided then the geotechnical report will govern and satisfactory soils will be as described in the report. No soils may be deemed as "satisfactory" by the Contractor without the Engineer's approval.

- B. Unsatisfactory soils: Plastic soils as defined by ASTM D 2487 soil classification group (such as ML, CL not meeting requirements above, CH, MH, OH, OL and PT); soils which contain rock or gravel larger than 3 inches in any dimension, debris, organic matter, waste frozen materials, vegetation, and other deleterious matter. Unsatisfactory soils also include satisfactory soils not maintained within 3.0% (percent) of optimum moisture content at time of compaction, unless otherwise approved by either the Engineer or a Geotechnical Engineer. In such case, it is the Contractor's responsibility to obtain proper moisture content at no additional cost to the Owner. If a geotechnical report is provided then the geotechnical report will govern and unsatisfactory soils will be as described in the report. No soils may be deemed as "unsatisfactory" by the Contractor without the Engineer's approval.

2.04 ACCESSORIES

- A. Filter Fabric: Manufacturer's standard non-woven perilous geo-textile fabric of polypropylene, nylon or polyester fibers, or a combination.
1. Provide filter fabrics that meet or exceed the listed minimum physical properties determined according to ASTM D4759 and the referenced standard test method in parentheses:
 - a. Grab Tensile Strength (ASTM D4632): 100 lb.
 - b. Apparent Opening Size (ASTM D4751): #100 U.S. Standard sieve.
 - c. Permeability (ASTM D4491): 150 gallons per minute per sq. ft.

PART 3 – EXECUTION

3.01 GENERAL

- A. Earthwork operations may be started at the location and in the sequence approved by the Engineer when:
1. Sufficient clearing and grubbing has been completed and accepted.
 2. The site has been cross sectioned after clearing if requested by owner to confirm existing conditions for quantity purposes.
- B. Once Engineer has given Contractor written permission to begin earthwork operations, Contractor shall strip the site of topsoil and stockpile at a location of Contractor's choosing. Contractor shall then set up a proof roll with the Engineer/Testing Agency to roll and inspect areas that are to receive fill materials to determine if there are any weak soils present that need to be remedied. Once this proof roll and site inspection has been performed, the Contractor may then begin to cut the site to rough grade and may place cut material in fill areas if that material meets specifications. Once the site is cut to rough grade, another proof roll shall be performed by the Engineer/Testing Agency to determine if there are any weak soils present that need to be remedied. Recommended remedies will come from Testing Agency or Engineer.

- C. Contractor shall plan construction to minimize disturbance to properties adjacent to the project site and be within the construction limits shown on the plans.
- D. Any grading or excavation required for equipment travel during the course of construction as well as erosion control, access or haul road installation and removal, restoration, seeding and ground cover shall be provided by the Contractor.
- E. The Contractor shall be responsible for damage to areas or items designated by the Engineer to be protected. Repairs to, replacement of, or reparations for areas or items damaged shall be made at the Contractor's expense and to the satisfaction of the Engineer before acceptance of the completed project.
- F. Any fences disturbed by the Contractor shall be repaired to a condition equal to or better than their original condition or to the satisfaction of the Engineer at no additional cost.
- G. Contractor shall obtain written permission from property owners for use of any access other than ones located within rights-of-way. Written permission shall contain conditions for use and restoration agreements between property owner and Contractor. No additional compensation will be made for such access.
- H. All areas disturbed shall be restored to a condition equal to or better than their original condition and shall be graded to promote drainage or as directed by Engineer.
- I. The Contractor shall replace or repair all damaged or destroyed hedgerows, property corners, flowerbeds, etc.

3.02 DEWATERING

- A. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared sub-grades, and from flooding Project site and surrounding area.
- B. Protect sub-grades and foundation soils from softening and damage by rain or water accumulation.
- C. Remove water to prevent softening of roadway subgrades and foundation bottoms.
- D. Provide and maintain pumps, well points, sumps, suction and discharge lines and other dewatering system components necessary to convey water away from excavations.
- E. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavations as temporary drainage ditches.
- F. The Contractor shall be responsible for all damage incurred in handling of water conditions at no additional cost to the Owner.

3.03 STRIPPING EXCAVATION

- A. Stripping excavation shall be performed once clearing and grubbing has been performed and approval of the areas has been given by the Engineer.
- B. Stripped materials shall be stockpiled and subsequently used as topsoil or wasted as specified herein or as directed by the Engineer. Roots and other floatable materials removed by the stripping operations shall be disposed of in the same manner as clearing and grubbing material.
- C. Stripped materials designated to be wasted shall be hauled to disposal areas on-site or shall be disposed of off-site at a site to be furnished by the Contractor. If the plans or bid

proposal does not specify that topsoil disposal shall be off-site then Contractor shall intend to spoil on-site. In cases where materials are classified as topsoil but cannot be spoiled on-site (which will be determined solely by the Engineer), such material shall be hauled off-site and paid for as Excess Excavation.

3.04 EXCAVATION

- A. Explosives: Use of explosives is not allowed.
- B. Each excavation classification includes excavation of pavements and other obstructions visible on surface; underground structures, utilities, and other items or materials encountered that are not an itemized pay item.
- C. Excavation operations shall be conducted so that the material outside the limits of slopes will not be unnecessarily disturbed.
- D. No material shall be wasted without the permission of the Engineer.
- E. Excavation operations shall be conducted in a manner that material outside the construction limits will not be unnecessarily disturbed.
- F. Unless otherwise specified, rock larger than three inches shall be removed from the roadbed to a minimum depth of eight inches below sub-grade and backfilled with select borrow.
- G. Borrow material shall not be placed until all suitable, on-site, excavated material has been placed in the embankment, unless authorized by the Engineer. Unless otherwise designated on the plans and contract documents, the Contractor shall make his own arrangements for obtaining select fill material for borrow and pay all costs involved. If the Contractor places more borrow than is required, and thereby causes a waste of excavation, the amount of such waste, unless authorized, will not be included for payment.
- H. Obliteration of old roadways shall include all operations necessary to incorporate the old roadway into the new roadway or into the surrounding project site in a way that will provide a pleasing appearance from the new roadway. Unless other pay items are provided, roadway obliteration will be paid for as unclassified excavation.
- I. Unauthorized excavation consists of removal of materials beyond the limits needed to establish required grade and sub-grade elevations without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at no additional expense to the Owner.
- J. No undercutting shall be allowed without prior approval from the Engineer and if such work is performed without approval, this work shall be considered unauthorized excavation..
- K. Excavation shall be performed as indicated on the plans or as directed by the Engineer to the lines, grades, and elevations, and shall be finished to a reasonably smooth and uniform surface. During the process of excavation, the grade shall be maintained and surface shall be rolled so that it will be well drained at all times.
- L. When solid rock is incurred in the excavation, the rock shall be removed to a minimum depth of 12 inches below the surface of the sub-grade. Material unsatisfactory for sub-grade foundation shall be removed to a depth specified to provide a satisfactory foundation. The portion so excavated shall be refilled with suitable material obtained from the grading operations or borrow area and thoroughly compacted by rolling. Material obtained from on site grading operation must be approved by the Engineer. For areas that do not require fill, scarify and compact to a depth of 6 inches.

- M. Any removal, manipulation, aeration, replacement, and re-compaction of suitable materials necessary to obtain the required density shall be considered as incidental to the construction operations, and shall be performed by the Contractor at no additional cost to the Owner.
- N. Should weak soils be present above and beyond the recommended excavation limits (including undercutting for soil buffer) then a layer of geotextile fabric shall be placed to bridge over the underlying soft area. The geotextile fabric shall be non-woven and shall conform to Mirafi 600X or equal. An 18-inch layer of sand having no more than 15% passing the No. 200 sieve shall be placed over the fabric. The sand shall be spread and compacted to at least 70% relative density (ASTM D 4254) or as directed by Engineer. Select fill material may then be placed on top of sand to bring site to planned grades.

3.05 EMBANKMENTS

- A. Prior to placement of compacted fill, the Engineer or his representative shall carefully inspect the exposed sub-grade. The Contractor shall then proof-roll the exposed sub-grade, in the presence of the Engineer or his representative. The inspection shall include, but not be limited to, proof-rolling the prepared sub-grade with a rubber-tired fully loaded dump truck that has a minimum gross weight of at least 20,000 pounds (10 tons) per axle. No other method will be acceptable. Any unsatisfactory materials thus exposed shall be removed and replaced with satisfactory select material as approved by the Engineer. Provide the necessary amount of select fill compacted to the density requirements outlined in this specification.
- B. Before fill is placed, scarify existing grade to a minimum depth of 6 inches. In areas where the existing or proposed ground surface is steeper than one vertical to four horizontal, plow surface in a manner to bench and break up surface so that fill material will bind with the existing surface.
- C. Embankments shall be made of satisfactory soil material and shall be built in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross sections.
- D. The material entering the embankment in each of the layers shall be within a tolerance of plus or minus 3% of the optimum moisture content before rolling to obtain the prescribed density. Wetting or drying of the material and manipulation when necessary to secure uniform moisture content throughout the layer shall be required. Should the material be too wet to permit proper compaction or rolling, all work on the embankment shall be delayed until such time as the material has dried to the required moisture content. If high moisture is due to negligence of contractor due to improper drainage, the Engineer may require removal and replacement of material.
- E. Fill material shall not be placed on frozen ground or areas covered with ice and/or snow or areas with a moisture content above optimum.

3.06 STABILITY OF EXCAVATIONS

Comply with local ordinances, state and OSHA requirements to maintain stable excavations. All costs required to meet such requirements shall be the contractor's responsibility and an absorbed cost. This includes but is not limited to shoring, bracing, sheet piles, additional excavation, etc. and providing materials, equipment, and other incidentals to install, remove and/or repair disturbed areas to pre-excavated condition or final grade.

3.07 EXCAVATION FOR STRUCTURES

Excavate surfaces under roadway, walks and pavements to indicated cross sections, elevations, and grades. See contract drawings and specific sections for more detail on structure installation.

3.08 EXCAVATION FOR CONDUIT OR PIPE TRENCHES

Excavate trenches to indicated slopes, lines, depths, and invert elevations. Trench limits shall comply with details. See contract drawings and specific sections (such as 02230, 02710, 02720, 02800, 02900 and others), for more information on pipe trenches.

3.09 STORAGE OF SOIL MATERIALS

A. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL UNDERCUT EXCAVATION

A. Backfill undercut excavations promptly, but not before completing the following:

1. Removal of trash and debris from excavation.
2. Contacting the Engineer for proof-roll limits and visual inspection.

3.11 FILL\SELECT FILL

A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstruction, and deleterious materials from ground surface prior to placing fills.

1. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.

B. When sub-grade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and re-compact to required density.

C. Place fill material in even layers that are not to exceed 8" loose unless otherwise directed by Engineer to required elevations for each location listed below.

D. Fill shall be brought up in substantially level lifts throughout the site, starting in the deepest portion of the fill. The entire surface of the work shall be maintained free from ruts, and in such condition that construction equipment can readily travel over any section. Fill shall not be placed against concrete structures until they have attained sufficient strength.

E. Fill shall be dumped and spread in layers by a bulldozer or other approved method. During the processes of dumping and spreading, all roots, debris, and other objectionable material shall be removed from the fill areas, and the Contractor shall assign a sufficient number of men to this work to insure satisfactory compliance with these requirements.

F. If the compacted surface of any layer of material is determined to be too smooth to bond properly with the succeeding layer, it shall be loosened by harrowing or by another approved method before the succeeding layer is placed.

3.12 MOISTURE CONTROL

A. Uniformly moisten or aerate sub-grade and each subsequent fill or backfill layer before compaction to within 3 percent of optimum moisture content for the silty-clays (CL) and to within 2 percent of optimum moisture content for silt (ML).

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.
3. Stockpile or spread and dry removed wet satisfactory soil material.

3.13 COMPACTION

- A. Place all backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compact by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.
- C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the percentages required in Section 3.19

3.14 LIME-TREATED SUB-GRADE

Sub-grade soils will be treated with lime to improve soil conditions where required on the plans or as directed by the Engineer. The sub-grade soils shall be treated to a depth as specified in the plans with hydrated lime by dry weight at the percentage required in the drawings. The lime and installation procedures shall be done in accordance with the latest edition of the Mississippi Standard Specifications for Road And Bridge Construction.

3.15 PREPARATION OF AREAS TO RECEIVE ASPHALT PAVEMENT OR CONCRETE

- A. Areas to be Paved: After all excavation, undercutting, and backfilling has been completed, the sub-grade shall be properly shaped and thoroughly compacted. The compactive effort shall include all areas beneath pavement and shall extend at least a minimum of 2 foot behind the paving limits. Compaction shall be in accordance with Table 02220-1.
- B. The sub-grade for roadway sections, curb and gutter, sidewalks, and driveway aprons shall be constructed true to grade and cross section as may be shown on the drawings. Compaction shall be in accordance with Table 02220-1.
- C. All sub-grade shall be graded and protected as to prevent an accumulation or standing water, and consequent sub-grade saturation, in the event of rain.
- D. A proof-roll of the sub-grade shall be scheduled with the Engineer and Owner prior to curb and gutter or asphalt installation. Contractor shall give Engineer a minimum of 36 hours notice of proof-roll. Contractor shall perform his own proof-roll to verify that sub-grade will pass inspection prior to scheduling a proof-roll with the Engineer. Contractor will be responsible for digging out and recompacting, removing materials, or other means as necessary to pass the proof-roll inspection. No additional payment will be made for materials or work required due to failure of proof-roll or for additional work required by weather. Should it rain after the local governing authority (or Engineer) has passed the proof roll, another passing proof roll shall be required prior to pouring curb or paving unless authorized by the local governing authority (or Engineer).
- E. Contractor shall at his own expense reconstruct sub-grades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Engineer.

3.16 GRADING TOLERANCES OF FINISHED SURFACE

Earthwork shall conform to the lines, grades, and typical cross sections shown on the plans or as established by the Engineer. Changes in grade shall be accomplished by smooth curves.

1. Shape sub-grade under pavement and curb and gutter to within ½ inch of required sub-grade elevations.
2. Finish pavement and curb and gutter to within ½ inch of required finish elevations.
3. Shape sub-grade under sidewalks to within 0.10 foot of required sub-grade elevations.
4. Finish sidewalks to within 0.10 foot of required finish elevations.
5. For all other areas, sub-grade and finish elevations shall be within 0.10 foot of required corresponding elevations.
6. Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
7. Provide a smooth transition between existing adjacent grades and new grades.
8. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
9. All grading shall be done as required to promote positive drainage in all phases and all aspects of construction.

3.17 BACKFILL OF CURB AND GUTTER AND SIDEWALKS: Immediately after the removal of forms for curb and gutter, sidewalks and driveways, the space between the back of the curb, sidewalks, and driveways shall be backfilled and smoothed off in a manner to prevent the accumulation of standing water.

3.18 SUB-GRADE COMPACTION TESTING AND CONTROL

A. All testing shall be performed as required by Contract Documents by a testing agency licensed to practice in Mississippi for the particular testing methods.

B. MINIMUM COMPACTION TESTING FREQUENCY

One test group consists of compaction tests on each layer of fill and backfill material.

Location	Frequency
Buildings and structures	1 test group for every 2,500 square feet
Road	1 test group for every 300 feet of road
Parking Lots	1 test group for every 5,000 square feet
Unpaved areas	1 test group for every 20,000 square feet
*Pipe Trench Under Paved Surface	1 Test group for each pipe run (200' max length)
**Pipe Trench Within 2' of Back of Curb	1 Test group for each portion of pipe run meeting location requirement (200' max length)
Pipe Trench In Open Grass Area	Not Required but compaction requirements shall be met

*Required testing frequency for a roadway shall be a test where pipe intersects any edge of pavement and another at the centerline of same roadway section. When under a parking lot or a pipe run of over 80', testing frequency shall be 1 test for every 40' of pipe.

****Required testing frequency shall be a 1 test for every 40' of pipe where location requirement is met.**

- C. When testing agency reports that sub-grades, fills, or backfills are below specified density, Contractor shall be responsible for implementation of any acceptable procedure necessary to bring material up to requirements. Contractor will be due no additional compensation or time for his additional efforts.
- D. In the absence of a pre-construction Geotechnical investigation, the Geotechnical testing firm is to perform laboratory Proctor tests to establish a moisture-density relationship for all materials that are proposed to be used as fill.
- E. Contractor shall give a 48-hour notice to Geotechnical testing firm when ready for Proctor, compaction, or sub-grade testing and inspection.
- F. Should any moisture-density test fail to meet specification requirements, the Contractor shall perform corrective work necessary (such as scarify and moisten or aerate, or remove and replace soil to the depth required, re-compact and retest until required density is obtained) to bring the material in compliance and retest the failed area at no additional cost to the Owner.
- G. Proctors shall be run as frequently as necessary to assure consistency of material and wherever changes in material are encountered.

3.19 SUB-GRADE PREPARATION AND COMPACTION REQUIREMENTS

- A. Minimum Compaction Requirements: Compaction percentages are percentages of maximum dry density as determined by indicated ASTM Standards. Unless otherwise directed by a Geotechnical Engineer, the material shall be placed at plus or minus 3% of optimum moisture content.

Table 2220-1

Minimum Compaction Limits	
Location	Density
Beneath and within 10 feet of buildings	100% of the maximum dry density by ASTM D 698 (Standard Proctor), AASHTO T-99.
Areas under roadway pavement surfaces, shoulders, sidewalks, and curb and gutter	98% of the maximum dry density by ASTM D 698 (Standard Proctor), AASHTO T-99.
Under turf, sodded, planted, or seeded non-traffic areas	90% of the maximum dry density by ASTM D 698 (Standard Proctor), AASHTO T-99.

- B. Failure of Compactive Efforts: If compaction efforts should fail to provide a stable sub-grade, after sub-grade materials have been shaped and brought to optimum moisture, such unstable materials shall be removed to the extent directed by either the Geotechnical Engineer or the Engineer and replaced and compacted using new select material.

3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace material to depth directed by the Engineer; reshape and re-compact at optimum moisture content to the required density.
- C. Settling: Where settling occurs during the Project warranty period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property at a location approved by the owner.

PART 4 – METHOD OF MEASUREMENT AND PAYMENT

4.01 GENERAL

No separate payment shall be made for any item necessary for the completion of the work indicated on the Contract Drawings and in the Specifications but not shown as a pay item on the proposal form; therefore, full compensation for these items shall be considered absorbed in the Contract Lump Sum or related pay items.

4.02 MEASUREMENT AND PAYMENT

- A. PREPARING SUBGRADE: Preparing subgrade shall be measured and paid for at the Contract Unit Price bid per square yard which shall be full compensation for furnishing all equipment, tools, labor and incidentals necessary to complete the work.
- B. CLASSIFICATIONS OF EXCAVATION: Excavation shall be measured and paid for at the Contract Unit Price bid per cubic yard final measure (FM) which shall be full compensation for furnishing all materials, including pit production and royalties if Contractor furnished borrow, loading, hauling, spreading, mixing, shaping sub-grade and finished product, compacting, watering, and maintenance and for all equipment, tools, labor and incidentals necessary to complete the work for the classification of excavation listed on the Bid Proposal Form to the grades required.

--END OF SECTION 02220--

SECTION 02230

EXCAVATION AND BACKFILL FOR CONDUITS AND STRUCTURES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to perform all excavation, backfill, grading, and wall protection required to complete the structure and piping work shown on the Drawings and specified herein. The work shall include, but not necessarily be limited to excavation, filling, and grading under roadways or in open areas, under and around precast and cast in place structures to attain the sub-grades and grades indicated on the Drawings, trenching operations to install conduit (water, sewer, storm drain), box culverts, manholes, vaults, and other structures, including all backfilling, grading, disposal of surplus and unsuitable materials, and all related work such as sheeting, bracing and water handling. See other Sections of these specifications for requirements for additional requirements for storm, water and sewer pipe lines and structures installation requirements.

1.02 QUALITY ASSURANCE

- A. The Contractor shall perform excavation work in compliance with applicable requirement codes and standards of governing authorities having jurisdiction.
- B. The Contractor will engage and pay for soil testing and inspection services for quality control testing during earthwork operations as provided in Section 01410, Testing Laboratory Services.

1.03 JOB CONDITIONS

- A. The Contractor shall examine the site and review the available test borings or undertake his own soil borings prior to submitting his bid, taking into consideration all conditions that may affect his work. The Owner and Engineer will not assume responsibility for variations of subsoil quality or conditions at locations other than places shown and at the time the investigation was made.
- B. Existing Utilities: Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
 - 1. The location of all pipes, ducts, or underground structures is not warranted to be exact, nor is it warranted that all underground pipes, ducts, or structures are shown. The Contractor shall contact Mississippi One Call or the appropriate utility company for location of their underground service a minimum of 48 hours prior to beginning construction in each area. Existing utilities are shown on the Drawings in accordance with the maps and plans supplied by each utility company and it is the Contractor's responsibility to verify and locate all utilities in the field at no additional cost to the Owner.
 - 2. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner or make the site available to the utility owner for his work crews to make the necessary repairs at no additional cost to the Owner.
 - 3. Demolish and completely remove from site existing underground utilities indicated on the Drawings to be removed.

4. Examine the areas and conditions under which excavating, filling, and grading are to be performed. Do not proceed with the work until unsatisfactory conditions have been corrected.
5. Examine existing grade of walks, pavements, and steps prior to commencement of work and report to Engineer if elevations of existing sub-grade vary from elevations shown on Drawings.
6. If it is determined that existing utilities are to be relocated by owner of those utilities, the Contractor shall be responsible for that coordination. The Contractor shall notify the utility owner in sufficient time as to avoid any delays to the Contractor's schedule. The Contractor is solely responsible for this coordination, and no delay or extension of time will be allowed as a result of or the cause of inaction by the Contractor or utility owner.

1.04 PROTECTION

- A. Slope sides of excavations to comply with OSHA regulation and any applicable local codes and ordinances. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- B. Sheeting and Bracing in Excavations:
 1. In connection with construction of below grade structures and piping, the Contractor shall construct, brace, and maintain cofferdams consisting of sheeting and bracing as required to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction, and to protect adjacent structures, existing yard piping and/or foundation material from disturbance, undermining, or other damage. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed.
 2. Trench sheeting for pipes is not to be withdrawn when driven below mid-diameter of any pipe, and no wood sheeting shall be cut off at a level lower than 1 foot above the top of any pipe unless otherwise directed by the Engineer. If during the progress of the work the Engineer decides that additional wood sheeting should be left in place, he may direct the Contractor in writing and the Contractor shall be reimbursed in accordance with the Bid Documents. If steel sheeting is used for trench sheeting, removal shall be as specified above, unless written approval is given for an alternate method of removal.
 3. All sheeting and bracing not left in place shall be carefully removed in such a manner as not to endanger the construction or other structures, existing utilities, existing piping, or personnel and property. Unless otherwise approved or indicated on the Drawings or in the Specification, all sheeting and bracing may be carefully removed after completion of the substructure. Care shall be taken not to disturb or otherwise injure any finished masonry. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted to that purpose by hydraulic compaction or otherwise as may be directed.
 4. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise his right to do so shall not relieve the Contractor from liability

for damages to persons or property occurring from or on the work occasioned by negligence or other cause, growing out of a failure on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.

5. The Contractor may construct the cofferdams and sheeting outside the neat lines of the foundation for pipes and manholes, unless indicated otherwise, to the extent he deems it desirable for his method of operation. Sheeting shall be plumb and securely braced and tied in position. Sheeting, bracing, and cofferdams shall be adequate to withstand all pressures to which existing or new structure will be subjected. Pumping, bracing, and other work within the cofferdam shall be done in a manner to avoid disturbing any completed construction or personnel injury. Any movement or bulging which may occur shall be corrected by the Contractor so as to provide the necessary clearances and dimensions.
6. The Contractor is fully responsible for any sheeting, bracing and cofferdams that are required to perform any of the Work under the contract. As part of his submittal of schedules and other data indicating his planning of the Work, the Contractor shall provide drawings of the planned supporting system, not for review by the Engineer but for informational purposes only and use by the Engineer in tracking the progress of the Work. Such drawings shall be of sufficient detail to adequately disclose the method of operation that the Contractor plans to use for each of the various stages of construction. The Work shall not be started until such drawings are received.
7. Establish requirements for trench shoring and bracing to comply with OSHA regulations and any applicable local codes and ordinances.
8. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
9. As an alternate to sheeting, the Contractor is authorized to utilize a mechanical trench box, the size and construction of which shall be submitted to the Engineer for review.

C. Dewatering, Drainage and Flotation:

1. Contractor shall make every effort to prevent surface water from flowing into excavations and from flooding the project site and surrounding area.
2. The Contractor shall furnish all materials and equipment and perform all work required to install and maintain the drainage systems he proposes for handling groundwater and surface water encountered during construction of structures, pipelines, and compacted fills (absorbed). These drainage systems shall include but not be limited to pumps, well points, sumps, suction and discharge lines and other dewatering system components necessary to convey water away from excavations.
- 3.. Contractor shall establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavations as temporary drainage ditches.

4. The Contractor shall construct and place all pipelines, concrete work, structural fill, bedding, and base course, in-the-dry. In addition, the Contractor shall make the final 24-inches of excavation for this work in the-dry, and not until the water level is a minimum of twelve (12) inches below proposed bottom of excavation.
5. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to promptly remove and dispose of all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed sub-grade foundation condition, until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.
6. Dewatering shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the sub-grade soils at proposed bottom of excavation.
7. Well-points may be required for pre-drainage of the soils prior to final excavation for some of the deeper below ground structures of piping, and for maintaining the lowered groundwater level, until construction has been completed to such an extent that the structure, pipeline, or fill will not be floated or otherwise damaged. Well-points shall be surrounded by suitable filter sand and no fines shall be removed by pumping. Pumping from well-points shall be continuous and standby pumps shall be provided.
8. If requested by the Engineer, the Contractor's proposed method of dewatering shall include a minimum of two (2) 4-inch, Schedule 40, operating groundwater observation wells at each structure to be used to determine the water level during construction of the structure. Locations of the observations wells shall be at structures and along pipelines as approved by the Engineer prior to their installation.
9. Prior to excavation, the Contractor shall submit his proposed method of dewatering and maintaining dry conditions to the Engineer. The Contractor shall be responsible for the satisfactory performance of the system. The Contractor shall be responsible for correcting any disturbance or natural bearing of soils or damage to structures caused by an inadequate dewatering system or by interruption of the continuous operation of the system as specified.
10. As part of the submittal of his dewatering system, the Contractor may be required to demonstrate the adequacy of the proposed system and well-point filter sand by means of a test installation. Discharge water shall be clear, with no visible soil particles in a one-quart sample.
11. During backfilling and construction, water levels shall be measured in observation wells located as directed by the Engineer.
12. Continuous pumping will be required as long as water levels are required to be below natural levels.
13. While dewatering for new construction in the vicinity of existing structures, depletion of the groundwater level underneath these existing structures may cause settlement. To avoid this settlement, the groundwater level under these structures shall be maintained by appropriate methods of construction.

14. The Contractor shall be responsible for all damage incurred in handling of water conditions at no additional cost to the Owner.
- D. Protection of Persons and Property:
1. Barricade open excavations occurring as part of this work and post with warning light in accordance with local requirements. Operate warning lights as recommended by authorities having jurisdiction.
 2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

PART 2 – PRODUCTS

2.01 SOIL MATERIALS

- A. Definitions (unless otherwise noted in Geotechnical Report or on Contract Drawings):
1. Backfill materials in paved areas or under buildings shall be meet applicable specifications mentioned herein.
 2. Select Fill Material – Select Fill Material (also referred to as Select Borrow Excavation, Select Fill, Select Material or similar) shall be composed of a natural or manufactured mixture of sand, silt and clay combinations or combinations of san, silt, clay, gravel or stone. The material shall have satisfactory cementing qualities, shall be reasonably free of vegetable matter or other deleterious substances that cannot be classed as serviceable, and shall be such that when properly compacted will form a dense mass. Select fill material shall consist of one of the following depending on availability:
 1. Select, non-organic and debris-free silty clays (CL) having a plasticity index within the range of 10 and 24 and a liquid limit less than 45. To be classified as silty clays (CL) the fill materials must have more than 70% fines passing the number 200 sieve.
 2. Material meeting requirements of Class B9 from the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction.
 2. Bedding Materials - Bedding materials shall conform to Mississippi Department of Transportation Department Specifications, Section 703, unless otherwise noted or specified. Shell will not be allowed as bedding material. These materials shall be used for placement under the pipes in the trench and as a bedding material as defined on the Drawings and shall have minimum thickness of 6 inches; these materials shall also be used for backfill in over-excavated trench areas and may be used for backfill from above the top of the pipe to the top of sub-grade and as structural fill/backfill.
 3. Stabilization Materials - Stabilization materials shall be a blended, manufactured aggregate conforming to the requirements for concrete aggregate as stated in ASTM C 33 except for gradation which shall be between sizes 78 and 57 (inclusive) as specified in ASTM D 448.

4. Granular Materials - Granular materials shall conform to Mississippi Department of Transportation Department Specifications Section 703. These materials shall be used for backfilling around the pipes from the bedding materials up to at least 12 inches above the top of the pipes or to sub-grade and in confined areas around structures; these materials may also be used as structural fill/backfill.
5. Usable Excavated Soils - Usable excavated soils, referred to as “usable soils” in Mississippi Department of Transportation Department Specifications, shall conform to silty clays (CL) or silts (ML). These materials can be used for backfill from 12 inches above the top of the pipe up to the surface in unimproved areas.
6. Soil classifications (types) used herein are to be in accordance with the AASHTO table for “Classification of Soils and Soil-Aggregate Mixtures (With Suggested Subgroups)” as shown on Mississippi Department of Transportation Department designation TR423 or in accordance with the requirements of ASTM D 2321.

B. General:

1. Materials for use as fill and backfill shall be described above. The Contractor shall notify the Engineer of the source of material and shall furnish to the Engineer for testing and approval, a representative sample of each material weighing approximately 20 pounds, at least ten (10) calendar days prior to the date of anticipated use of such material.
2. Additional materials shall be furnished as required from off-site sources and hauled to the site.
3. Disposal of unsuitable material is specified in this Section, see Paragraph 3.08.

PART 3 – EXECUTION

3.01 EXCAVATION

- A. General: Excavation consists of removal and disposal of material encountered when establishing required grade elevations and in accordance with the Drawings.
- B. Excavation Classifications: The following clarifications of excavation will be made when unclassified excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by Engineer or specialized geotechnical consultant.
 1. Authorized earth excavation includes removal and disposal of pavements and other obstructions visible on ground surface, underground structures and utilities indicated in soil boring data on subsurface conditions and other materials encountered that are not classified unauthorized excavation.
 2. Unauthorized excavation consists or removal of materials beyond the limits needed to establish required grade and sub-grade elevations without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at no additional expense to the Owner. Backfill and compact unauthorized excavations as specified for authorized excavations, except that bedding materials as specified above shall be used for backfill under footings, foundations bases, or retaining walls unless otherwise directed by the Engineer. If acceptable to the Engineer or specialized geotechnical consultant and soil conditions allow the extra loading, the Engineer may approve the use of

lean concrete fill, reinforced or un-reinforced as required by the site conditions and as required by the Engineer.

C. Excavation for Piping Under Roadways

1. Sub-grade Requirements for Piping under roadways and trench bottoms:
 - a. Strong, dense, and thoroughly compacted and consolidated per specifications.
 - b. Free from mud, muck and other soft or unsuitable materials.
 - c. Remain firm and intact under all construction operations.
2. Soft Sub-grades: For sub-grades which are otherwise solid, but which become soft or mucky on top due to construction operations, overlay with geo-textile fabric prior to placement of crushed stone or gravel. Fabric shall meet requirements of Section 02271.
3. Finished Elevation of Stabilized Sub-grades: Do not place above sub-grade elevations shown.

D. Excavation for Structures:

1. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete framework, installation of services, other construction, and for inspection, or as shown on the Drawings.
2. In excavation for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive any required stabilization material or concrete.
3. In the event that excavations subsequent to the placement of the fill are performed by the Contractor to install piping, conduit, or other appurtenances, any fill placed above the level of the planned excavation shall be fully compacted in accordance with the requirements of this specification prior to beginning the excavation.

E. Additional Structural Excavation:

1. If unsuitable, unsatisfactory bearing materials are encountered at the required sub-grade elevation, carry excavation deeper and replace the excavated material as directed by the Engineer.
2. Removal of unsuitable material and its replacement as directed beyond the authorized limits will be paid on the basis of contract conditions relative to changes in the Work as provided in the General Conditions.

F. Pipe Trench Preparation:

1. No more than 200 feet of trench may be opened in advance of pipe laying.
2. Trench width shall be minimized to greatest extent practical but shall conform to the following:

1. Sufficient to provide room for installing, jointing and inspecting piping, but in no case **wider at top of pipe than pipe barrel O.D. plus 3 feet.**
 2. Enlargements at pipe joints may be made if required and approved by Engineer.
 3. Sufficient for sheeting, bracing, sloping, and dewatering.
 4. Sufficient to allow thorough compacting of backfill adjacent to bottom half of pipe.
 5. Do not use excavating equipment which requires the trench to be excavated to excessive width.
3. Depth of trench shall be as shown. If required and approved by Engineer depths may be revised.

3.02 FILL PLACEMENT

A. General:

1. Material placed in fill areas under and around structures within the pipe trench limits shall be meet the requirements of fill material for the use and shall be deposited within the lines and to the grades shown on the Drawings or as directed by the Engineer, making due allowance for settlement of the material. Fill shall be placed only on properly prepared, stable surfaces which have been inspected and approved by the Engineer. If sufficient fill material is not available from excavation on site, the Contractor shall provide borrow material as may be required.
2. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill will bond with exiting surface.
3. Fill shall be brought up in substantially level lifts throughout the site, starting in the deepest portion of the fill. The entire surface of the work shall be maintained free from ruts, and in such condition that construction equipment can readily travel over any section. Fill shall not be placed against concrete structures until they have attained sufficient strength.
4. Fill shall be dumped and spread in layers by a bulldozer or other approved method. Each layer shall be compacted meeting compaction specifications. During the processes of dumping and spreading, all roots, debris, and other objectionable material shall be removed from the fill areas, and the Contractor shall assign a sufficient number of men to this work to insure satisfactory compliance with these requirements.
5. If the compacted surface of any layer of material is determined to be too smooth to bond properly with the succeeding layer, it shall be loosened by harrowing or by another approved method before the succeeding layer is placed.
6. All fill materials shall be placed and compacted "in-the-dry". The Contractor shall dewater excavated areas and is required to perform the work in such manner as to preserve the undisturbed state of the natural inorganic soils.

3.03 COMPACTION

- A. Contractor shall control soil compaction during construction and obtain the minimum required percentage of the total maximum dry densities as specified herein and as shown on the structural or civil drawings. Contractor shall ask Engineer for clarification if there is a conflict between compaction requirements shown on the plans or other contract documents and the compaction requirements shown herein.
- B. The Contractor shall maintain the backfill for a period of one (1) year after final acceptance and shall restore any backfill that fails and repair any pavement or other structures which may be damaged as a result of backfill failure.
- C. It is the Contractor's responsibility to provide equipment and labor as needed to achieve the required compaction as specified herein. Should the rates of compaction fall below the values specified herein, the Engineer has the right to instruct the Contractor to alter his work to assure that the required backfill quality is consistently achieved. Any decision by the Engineer to forgo such instructions shall in no way relieve the Contractor of his responsibility to provide backfill of the specified quality.
- D. All testing shall be performed as required by Contract Documents by a testing agency licensed to practice in Mississippi for the particular testing methods.
- E. MINIMUM COMPACTION TESTING FREQUENCY

One test group consists of compaction tests on each layer of fill and backfill material.

Location	Frequency
Buildings and structures	1 test group for every 2,500 square feet
Road	1 test group for every 300 feet of road
Parking Lots	1 test group for every 5,000 square feet
Unpaved areas	1 test group for every 20,000 square feet
*Pipe Trench Under Paved Surface	1 Test group for each pipe run (200' max length)
**Pipe Trench Within 2' of Back of Curb (200' max length)	1 Test group for each portion of pipe run meeting location requirement
Pipe Trench In Open Grass Area	Not Required but compaction requirements shall be met

*Required testing frequency for a roadway shall be a test where pipe intersects any edge of pavement and another at the centerline of same roadway section. When under a parking lot or a pipe run of over 80', testing frequency shall be 1 test for every 40' of pipe.

**Required testing frequency shall be a 1 test for every 40' of pipe where location requirement is met.

- G. When testing agency reports that sub-grades, fills, or backfills are below specified density, Contractor shall be responsible for implementation of any acceptable procedure necessary to bring material up to requirements. Contractor will be due no additional compensation for his additional efforts.
- H. In the absence of a pre-construction Geotechnical investigation, the Geotechnical testing firm is to perform laboratory Proctor tests to establish a moisture-density relationship for all materials that are proposed to be used as fill.
- I. Contractor shall give a 48-hour notice to Geotechnical testing firm when ready for Proctor, compaction, or sub-grade testing and inspection.

- J. Should any moisture-density test fail to meet specification requirements, the Contractor shall perform corrective work necessary (such as scarify and moisten or aerate, or remove and replace soil to the depth required, re-compact and retest until required density is obtained) to bring the material in compliance and retest the failed area at no additional cost to the Owner.
- K. Percentage of Maximum Density Requirements:
1. Compact soil to not less than the following percentages of maximum dry density as determined in accordance with AASHTO T-180 (ASTM D698).
 - a. Compaction of Backfill for pavements: Where the trench limit falls under the curb/roadway pavement, within two (2) feet of the back of curb/edge of pavement, under areas requiring granular backfill and in other areas designated on the plans where future roadways are to be constructed, the backfill for the balance of the trench above a point one (1) foot above the top of the pipe shall be placed in layers of not more than 6-inch loose compacted thickness and compacted with mechanical tampers or by and satisfactory method or methods that will obtain the density hereinafter specified. The density of compacted material in each layer of backfill shall not be less than ninety-eight percent (98%) of the Standard Proctor maximum dry density.
 - b. Construction of the building pad and 10 feet beyond should be compacted to not less than 100% of the Standard Proctor maximum dry density.
 - c. Bedding Material: Shall be compacted to a minimum of ninety-six percent (96%) of the maximum dry density.
 - d. Compaction of all other Backfill. Where a trench is in open ground and the backfill is not influenced by the loading conditions as described in the other listed backfilling requirements, the balance of the trench above a point one (1) foot above the top of the pipe may be filled and compacted in layers of not more than 12 inches to obtain a minimum density of the measured *in-situ* condition prior to excavation but not less than 90%. If the Contractor has to dry the excavated soil to a moisture content below the *in-situ* moisture content in order to achieve the required rate of compaction, he shall do so at no additional expense to the Owner. The final surface shall be left in a condition equal to that originally found at the start of the work.
- L. Moisture Control: Condition sub-grade or layer material correcting moisture content:
1. When the material is too dry to be compacted efficiently, the Contractor shall uniformly apply water to surface of sub-grade or layer of soil material and thoroughly mix the soil to achieve a moisture content near the optimum level to facilitate compaction.
 2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 3. Soil material that has been removed because it is too wet to permit compaction but is otherwise satisfactory may be stockpiled or spread and allowed to dry. The

Contractor may assist the drying process by disking, harrowing or pulverizing to reduce the moisture content to a satisfactory value.

- M. Structural fill and base course in open areas shall be placed in layers not to exceed the thicknesses specified above. Each layer shall be compacted to the minimum dry density as stated herein. Incidental compaction due to traffic by construction equipment will not be credited toward the required minimum compaction as required for any material.
- N. Areas adjacent to structures and other confined areas inaccessible to roller type equipment shall be compacted with approved hand guided mechanical compaction equipment. The Contractor shall also conform to additional backfilling requirements at structures as specified. Compaction of the fill by such means shall be to the same degree of compaction as obtained by roller type equipment. Unless Contractor provides tests that indicate otherwise, the fill compacted by mechanical compactors shall be placed in 6-inch layers and thoroughly tamped over their entire surface. Compaction equipment is subject to approval by the Engineer.

3.04 PIPE EXCAVATION AND BACKFILLING

- A. Excavation for all trenches required for the installation of pipes and electrical ducts shall be made to the depths indicated on the Drawings and in such manner and to such widths as will give suitable room for laying the pipe or installing the ducts within the trenches, for bracing and supports and for pumping and drainage facilities. The bottom of the excavations shall be firm and dry and in all respects acceptable to the Engineer.
- B. Where pipes are to be laid in bedding or encased in concrete, the trench may be excavated by machinery to or just below the designed sub-grade provided that the material remaining in the bottom of the trench is no more than slightly disturbed.
- C. Where the pipes are to be laid directly on the trench bottom, the lower part of the trenches shall be excavated to grade by machinery. The excavation shall be done in such a manner that will result in a flat bottom true to grade so that pipe or such can be evenly supported on undisturbed material. Bell holes shall be made as required.
- D. Backfilling over the top of pipes shall begin as soon as practicable after the pipe has been laid, jointed, and inspected and the trench filled with suitable compacted bedding material up to a level even with six-tenths of the outside diameter of the pipe or as otherwise required on the Drawings.
- E. Backfilling over ducts shall begin not less than three (3) days after placing concrete encasement.
- F. All backfilling shall be prosecuted expeditiously and as detailed on the Drawings.
- G. Any space remaining between the pipe and sides of the trench shall be packed full by hand shovel with bedding material and thoroughly compacted with a tamper in lifts no greater than 6-inches in thickness, up to a level even with six-tenths of the outside diameter of the pipe.
- H. The backfilling shall be carried up evenly on both sides of the pipe with at least one man tamping for each man shoveling material into the trench.
- I. The remainder of the trench shall be compacted per the details and specifications as described above shall be filled with required material and thoroughly compacted to the required density by approved methods to prevent subsequent settling.

3.05 SELECT BEDDING/SELECT FILL MATERIAL

- A. General: Furnish, place and compact all backfill with materials as required for embankments and trenches as required per specifications and drawings to provide the finished grades shown and as described herein.
- B. Provide select backfill in the following locations:
 - 1. Support below and around piping and foundations as noted on the Drawings.
 - 2. Sub-grade for roads and pavements.
 - 3. Where shown or directed by ENGINEER.
- C. Restrictions: Backfill excavations as promptly as Work permits, but not until completion of the following:
 - 1. Removal of concrete formwork.
 - 2. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.
 - 3. Removal of trash and debris.
 - 4. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
- D. Placement:
 - 1. Keep excavation dry during backfilling operations. At no time shall water be permitted to stand in the bottom of a trench for more than 24 hours.
 - 2. Bring up backfill evenly on all sides around structures and piping.
 - 3. For embankments it is intended that the elevations, lines, grades and typical sections (after settlement and compaction during construction) shall be those shown on the Drawings.
- E. Pipe Trenches:
 - 1. Place all backfill in pipe trenches in horizontal layers not exceeding 6 inches in depth (loose thickness) and thoroughly compacted before the next layer is placed.
 - 2. Comply with requirements as applicable of Sections that are specific to all types of utility pipe installation (i.e. water, sewer and storm drain).
- F. Moisture:
 - 1. The water content of the fill being compacted shall be within the range of plus/minus 3 percentage points from the optimum moisture content of the material unless otherwise specified.
 - 2. Wet the fill materials during placement to achieve water contents needed for effective compaction.

- G. Unacceptable Material:
1. Do not place or compact fill in a frozen condition or on top of frozen material.
 2. Remove fill containing organic materials or other unacceptable material and replace with approved fill material.
- H. Equipment:
1. Compact fill with equipment suitable for the type of material placed and which is capable of providing the densities required.
 2. Select compaction equipment and submit it and proposed procedure to the Engineer for approval.
- I. Coverage:
1. Compact fill by at least two coverages of all portions of the surface of each lift by compaction equipment.
 2. One coverage is defined as the condition obtained when all portions of the surface of the fill material have been subjected to the direct contact of the compactor.
- J. Compaction: See compaction requirements on drawings and 3.03 of this section.
- K. Inadequate Compaction:
1. If the specified densities are not obtained because of improper control of placement or compaction procedures, or because of inadequate or improperly functioning compaction equipment, Contractor shall perform whatever work is required to provide the required densities at no additional cost to the Owner.
 2. This work includes complete removal of unacceptable fill areas and replacement and re-compaction until acceptable fill is provided.
- L. Settlement:
1. Contractor shall maintain the backfill for a period of one (1) year after final acceptance and shall restore any backfill that fails and repair any pavement or other structures which may be damaged as a result of backfill failure.
 2. Make all repairs and replacements necessary within 30 days after notice from the Engineer or Owner.
- M. Disturbed Materials:
1. Provide, place and compact select fill necessary to replace sub-grade materials disturbed and softened as a result of the Contractor's operations or to backfill unauthorized excavation.
 2. Furnish additional fill at Contractor's expense.

3.06 BACKFILLING UNDER PAVEMENT AND WALKS

- A. Compact sub-base and sub-grade courses at optimum moisture content to required grades, lines, cross sections and thickness to not less than 98 percent of ASTM D 698 maximum dry density.

- B. Shape sub-base and base to required crown elevations and cross-slope grades.
- C. When thickness of compacted sub-base or base course exceeds 6 inches or less, place materials in a single layer.
- D. When thickness of compacted sub-base or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

3.07 GRADING

- A. General: Uniformly grade areas within limits of grading under this Section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where variations are shown, or between such points and existing grades as are required or shown on the Drawings.
- B. Compaction: After grading, Compact sub-grade surfaces to the depth and percentage of maximum dry density for each area classification.
- C. Grading shall be performed at such places as are indicated on the Drawings, to the lines, grades, and elevations shown or as directed by the Engineer and shall be made in such a manner that the requirements for formation of embankments can be followed. All unacceptable material encountered, of whatever nature within the limits indicated, shall be removed and disposed of in accordance with Paragraph 3.08. During the process of excavations the grade shall be maintained in such condition that it will be well drained at all times. When directed, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the prosecution or condition of the work.
- D. If, at the time of excavation, it is not possible to place any material in its proper section of the permanent structure, it shall be stockpiled in approved areas for later use. No extras will be considered for the stockpiling or double handling of excavated material.
- E. The right is reserved to make adjustments or revisions in lines or grades if found necessary as the work progresses, due to discrepancies on the Drawings or in order to obtain satisfactory construction.
- F. All fill slopes shall be uniformly dressed to the slope, cross section and alignment shown on the Drawings, or as directed by the Engineer.
- G. In cuts, all loose material on the back slopes shall be removed to line or finished grade of slope. All cut and fill slopes shall be uniformly dressed to the slope, cross section and alignment shown on the Drawings or as directed by the Engineer.
- H. No grading is to be done in areas where there are existing pipelines that may be uncovered or damaged until such lines, which must be maintained, are relocated, or where lines are to be abandoned, all required valves are closed and drains plugged at manholes.

3.08 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. Unsuitable and surplus excavated materials, unless specified otherwise below, and pavement shall become the property of the Contractor to be removed and disposed of by the Contractor off the project site at no additional cost to the OWNER.
- B. Usable, excavated material may be used for fill or backfill if it meets the specifications and is approved by the Engineer. Excavated materials so approved may be neatly stockpiled

at the site where designated by the Engineer provided there is an area available that will not interfere with the Owner's access nor inconvenience traffic or adjoining property owners.

- C. Surplus suitable excavated material shall be used to fill depressions as the Engineer may direct.
- D. In instances where the Owner can use surplus excavated materials and so desires to retain possession of the material, the Contractor will be directed in the Special Provisions to transport the material to a specific soil storage area and either stockpile or spread the material. Broken pavement shall not be hauled to the Owner's storage area.

3.09 SPECIAL FOUNDATIONS (NOT USED)

3.10 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep areas free of trash and debris and repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to further construction.

PART 4 – MEASUREMENT AND PAYMENT

No separate payment shall be made for Excavation and Backfill for pipes and structures. Payment shall be considered an absorbed cost in the per foot or unit cost of the piping or structure unless noted on the Contract Drawings, on the Proposal or noted in Specific Sections for the particular utility piping or structure that is being installed.

--END OF SECTION 02230--

SECTION 02240 CRUSHED LIMESTONE AND CLAY GRAVEL

PART 1 - GENERAL

1.01 SECTION INCLUDES

Work includes providing a gravel surface on a prepared subbase as required for roadways and parking areas.

1.02 REGULATORY REQUIREMENTS

Comply with all applicable codes and with the requirements of agencies having jurisdiction over work in this Section.

1.03 SUBMITTALS

Contractor shall furnish representative samples of the crushed stone or gravel to the Engineer and shall advise of the source location.

1.04 QUALITY ASSURANCE

Tests:

- A. Source Quality Control: Contractor shall be responsible for payment for all testing required to determine acceptability of crushed stone and gravel at the locations where the material is obtained.
- B. Field Quality Control Testing: The Contractor shall retain the services of a qualified testing laboratory to make tests and determine acceptability of the crushed stone and gravel upon delivery to the job site.
- C. Contractor shall give full cooperation to the testing lab personnel so that the required tests can be taken in an efficient and timely manner.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Crushed Limestone Base:
 - 1. Crushed Limestone Base: Crushed limestone base shall consist of clean, tough, durable, uncoated fragments free from excess of soft disintegrated pieces.
 - 2. The limestone shall meet the gradation requirements of number 610 limestone aggregate unless otherwise noted on the plans.
 - 3. Clay Gravel: Comply with Mississippi Department of Transportation (MDOT) Standard Specifications for Road and Bridge Construction, latest edition. Clay gravel shall be Class 5, Group C as outlined in Section 703.07 of the MDOT Standard Specifications for Road and Bridge Construction, latest edition.

PART 3 – EXECUTION

3.01 EXAMINATION

Visually determine that project is ready for the work of this Section; beginning work shall indicate acceptance of the conditions.

3.02 INSPECTION

Examine the subgrade on which the aggregate shall be installed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Engineer.

3.03 ROADWAY INSTALLATION

Construct in accordance with the MDOT Standard Specifications for Road and Bridge Construction, latest edition.

PART 4 – METHOD OF MEASUREMENT AND PAYMENT

4.01 GENERAL

No separate payment shall be made for any item necessary for the completion of the work indicated on the Contract Drawings and in the Specifications but not shown as a pay item on the proposal form; therefore, full compensation for these items shall be considered absorbed in the Contract Lump Sum or related pay items.

4.02 MEASUREMENT AND PAYMENT

- A. **CRUSHED STONE:** Crushed Limestone shall be measured and paid for at the Contract Unit Price bid per square yard for the specified thickness complete in place or when called for in the proposal by plan measure (PM), which shall be full compensation for furnishing all materials, including pit production and royalties, loading, hauling, spreading, mixing, shaping sub-grade and finished product, compacting, watering, and maintenance and for all equipment, tools, labor and incidentals necessary to complete the work.
- B. **GRAVEL:** Gravel shall be measured and paid for at the Contract Unit Price bid per square yard for the specified thickness complete in place or when called for in the proposal by plan measure (PM), which shall be full compensation for furnishing all materials, including pit production and royalties, loading, hauling, spreading, mixing, shaping sub-grade and finished product, compacting, watering, and maintenance and for all equipment, tools, labor and incidentals necessary to complete the work.
- C. **CLAY GRAVEL:** Clay Gravel shall be measured and paid for at the Contract Unit Price bid per square yard for the specified thickness complete in place or when called for in the proposal by plan measure (PM), which shall be full compensation for furnishing all materials, including pit production and royalties, loading, hauling, spreading, mixing, shaping sub-grade and finished product, compacting, watering, and maintenance and for all equipment, tools, labor and incidentals necessary to complete the work.

--END OF SECTION 02240--

SECTION 02272 RIPRAP AND SLOPE PAVING

PART 1 - GENERAL

- 1.01 DESCRIPTION OF WORK:** This work shall consist of furnishing and placing a protective covering of erosion resistant material including plastic filter fabric for pier, slope or ditch protection. The Contractor shall furnish and place grouted rubble riprap or random riprap of the type and depth designated and in reasonably close conformity with the lines, grades and thicknesses shown on the Plans or specified in the Proposal. This work shall consist of furnishing and transportation of material, placement, wetting, grouting and curing as required.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. **FILTER FABRIC:** Shall meet the requirements of Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition, Type V.
- B. **AGGREGATE FOR LOOSE OR GROUTED RIPRAP:** Stone for random and grouted riprap shall consist of rough, unhewn quarry stone as nearly rectangular in section as is practicable. The stone shall be dense, free of clay or shale seams, resistant to the action of air and water, and suitable in all other respects for the purpose intended.
- C. **STONE SIZE:** The stone for riprap shall meet the requirements of Section S-705.04 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.
- D. **CONCRETE:** Portland cement concrete for slope paving shall conform to requirements of Section 03300.

PART 3 – EXECUTION

3.01 SURFACE PREPARATION

- A. Prior to construction of riprap or slope paving, the slopes or ground surface shall be shaped to the lines and grades indicated on the plans or directed, and shall be thoroughly compacted by the use of mechanical or hand tamps.
- B. Unless otherwise stipulated or directed, slopes shall not be steeper than the natural angle of repose of the material upon which the riprap is to be placed.
- C. The outer edges of the top of the riprap or slope paving where the construction terminates shall be formed so that the surface of the riprap or slope paving will be embedded and even with the surface of the adjacent slope or ground, and the bottom of the riprap or slope paving shall be placed at least two feet below the natural ground surface unless otherwise directed.
- D. All riprap or slope paving shall be started at the bottom of the slope and constructed upward.
- E. No grout or slope paving shall be placed during freezing weather or while there is frost on the ground. In hot weather grout shall be kept moist and protected from the sun for at least three days after placing. Slope paving shall be cured in accordance with requirements of Section 03300.

- 3.02 PLACING PLASTIC FILTER FABRIC:** Place in accordance with the requirements of the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition.

3.03 LOOSE RIPRAP:

- A. Stones shall be laid with close joints and placed upon a slope not steeper than the natural angle of repose.
- B. The courses shall be laid from the bottom of the bank upward with the larger stones being placed in the lower courses.
- C. Interstices shall be filled with smaller stones and spalls.

3.04 GROUTED RIPRAP

- A. Grout for grouted riprap shall consist of one part of Portland cement and three parts of approved sand thoroughly mixed with water to produce grout having a thick, creamy consistency.
- B. The stones shall be of the size designated in the bid schedule (proposal) of the contract and shall be placed in the same manner specified for loose riprap. Care shall be taken during placing to keep earth or sand from filling the spaces between the stones.
- C. After the stones are in place, the spaces between them shall be completely filled with grout from bottom to top and the surface swept with a stiff broom.

3.05 SLOPE PAVING

- A. Concrete slope paving shall be constructed in a single layer in conformity with the design dimensions and details indicated on the plans.
- B. The concrete, placement of, finishing, curing, testing and all other aspects of the concrete installation shall conform to the requirements of Section 03300.
- D. All edges shall be neatly edged using an approved edger.

PART 4 - COMPENSATION

4.01 GENERAL

- A. Items which are not shown as separate pay items on the proposal form but are necessary for complete installation of the project in accordance with the Contract Documents shall be considered and absorbed cost and included in the Contract Price.
- B. Scheduled price for each individual pay item shall constitute full compensation for furnishing all labor, tools, equipment and incidentals in performing all work necessary for complete installation in accordance with the Contract Documents of that pay item.

4.02 MEASUREMENT AND PAYMENT

- A. LOOSE RIPRAP: Loose riprap complete in place and accepted will be measured and paid for in square yards or tons. The pay area will be determined by using the outside dimensions of the area covered per the drawings or as directed. Stone placed contrary to directions will not be paid for.
- B. GROUTED RIPRAP: Grouted riprap complete in place and accepted will be measured and paid for in square yards or tons. The pay area will be determined by using the outside dimensions of the area covered per the drawings or as directed. Stone placed contrary to

directions will not be paid for. Measurement or payment will not be made for grout and the cost therefore shall be included in the compensation for grouted riprap.

- C. SLOPE PAVING: Slope paving will be measured and paid for in square yards or cubic yards computed using the dimensions shown on the plans except where authorized revisions are made in the finished grade or configuration of the slope pavement.
- D. PLASTIC FILTER FABRIC: Plastic filter fabric will not be measured for payment. It will be considered an incidental items and shall be absorbed in the unit cost unless otherwise specified.

--END OF SECTION 02272--

SECTION 02280 ESTABLISHMENT OF VEGETATION

PART 1 - GENERAL

- 1.01 DESCRIPTION OF WORK:** The work required under this Section will consist of furnishing and sowing seeds of designated types over previously sprigged areas, or on other areas, all in reasonably close conformity with these Specifications and at locations shown on the Plans or as directed. This operation shall include the necessary ground preparation, inoculating leguminous seeds and treating all other seeds with disinfectant protectant, sowing, raking, rolling and compaction seeding to assure the successful germination and growth of the seeds.

The Contractor shall also furnish and incorporate into the soil all designated fertilizers or other soil treatment chemicals necessary to develop and maintain a healthy growth of grass.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Topsoil:

1. Fertile, friable, natural loam, surface soil, capable of sustaining vigorous plant growth, free of any admixture of subsoil, clods of hard earth, plants or roots, pests or pest larvae, sticks or other extraneous material harmful to plant growth.
2. Organic content shall not be less than 5 percent, as determined by ignition loss.

B. Seed:

1. General: All seed shall meet the requirements of the seed laws of the State of Mississippi in effect at the time of Bidding. All seed shall be tested in accordance with the methods prescribed in the US Department of Agriculture's Circular Number 156" and subsequent revisions thereto. The seed shall be of the best grade and of known vitality, purity and germination. Seed shall be delivered in bags required by law each bag being tagged showing the percent of germination, purity of the seed and the percent of the noxious weeds and inert litter. All seed shall be free of wild onion, Canada thistle and Johnson grass. One pound of seed shall not contain more than three hundred noxious weed seeds. No seed more than one year old shall be used.
2. Purity and Germination: All seeds shall meet the requirements set forth in the US Department of Agriculture's "Circular Number 156" and subsequent revisions thereto. Exceptions will not be allowed except by written permission of the Engineer and then only when sufficient evidence has been obtained that current seed crops will not meet germination requirements. The Contractor shall acquire seed from seed men registered with the Mississippi Department of Agriculture and Commerce. The quantities and kinds of seed to be sown shall be varied with the seasons and the soil types encountered. The Engineer will determine the mixture to be used. The seed mixture shall be in accordance with the Mississippi State Aid Standard Specifications for Road and Bridge Construction. A balanced mixture of legume and grass seed shall be selected on the basis of the type soil encountered. The minimum application rate shall be forty to sixty pounds of seed per acre. Approved seeds shall be treated with leguminous inoculants or disinfectant protectant as hereinafter described. Seeds may either be treated in the field under the supervision of the Engineer or may be purchased in a pretreated condition from a reputable seed house. In the latter case, the vendor will furnish an additional certificate attesting that inoculants and disinfectants use conform to the requirements of the following paragraphs and show the date and time of treating.

3. Leguminous Inoculants: The inoculants for treating seeds shall be standard, pure culture of nitrogen fixing bacteria. The seeds shall be treated according to the directions shown on the container of inoculants and before the expiration date for use of the inoculants also shown on the container.
 4. Seed Disinfectant and Protectant: All seed shall be treated with a seed disinfectant protectant containing active ingredients of not less than seventy-five percent of Thiram. The treatment shall be at the rate of five and one-third ounces of Thiram per one hundred pounds of seed (all types).
- C. Limestone: Agricultural limestone shall contain not less than eighty percent soluble of calcium and magnesium carbonate and shall be ground to a fines so that at least eighty percent will pass a Number 10 mesh sieve or at least ninety percent will pass a Number 8 mesh sieve.
- D. Fertilizers: Fertilizer shall be manufactured standard commercial products complying with the fertilizer law of the State of Mississippi in effect at the time of Bidding and with the requirements and directives issued by the properly constituted authorities.
- E. Vegetative Mulch: The vegetative materials used for mulch shall be clean, seed-free salt hay or threshed straw of wheat, rye, oats or barley, free from noxious weeds. Vegetative straw material shall be bright in color, shall not be musty, moldy, caked or of otherwise low quality. If baled straw is on project and stored for some time before us it shall be covered with a waterproof tarpaulin or approved plastic sheeting to prevent damage. Should a bituminous material be used with the straw mulch as a protective covering on shoulders and slopes the bituminous material shall be emulsified asphalt, grade EA-4. The emulsion may be diluted in ratios of two or three parts water to one part of asphalt emulsion.
- F. Water: Potable.

PART 3 – EXECUTION

3.01 INSPECTION

- A. The Contractor shall notify the Engineer at least forty-eight hours in advance of the time the Contractor begins sowing seed. The Contractor shall not proceed with such work until permission has been received by the Engineer.

3.02 SOIL PREPARATION

- A. Ground preparation shall consist of plowing and pulverizing the area to be planted or seeded. The ground shall be plowed to a depth of not less than four inches for shoulders and fill slopes and not less than six inches for front and back slopes of cuts and borrow pits. After plowing the area shall be thoroughly disked and harrowed until well pulverized to the full depth and shall present a smooth, uniform, loose, well-broken and fine-grained soil with all clods, earth balls, boulders, stumps, large roots or other particles which will interfere with work removed. The Engineer may at his discretion authorize the elimination of ground preparation on shoulders and fill slopes or other areas where the soil is sufficiently loose and pulverized.

When topsoil is to be applied to the area under preparation, the depth of the preparation may be reduced to two inches or, when permitted by the Engineer, the necessary disking and harrowing may be performed after the topsoil has been placed.

If wetting the soil is necessary for proper ground preparation, the Contractor shall supply

sufficient water therefore.

Contractor to take full advantage of the weather and soil conditions as construction schedule allows for obtaining best results.

- B. Apply ground limestone, by machine, at a rate of 1000 lbs/acre over all areas to be planted or seeded, as required, to bring the soil to the required pH. Work lightly into the top 3 inches of topsoil at least five days before applying the commercial fertilizers.
- C. Apply combination fertilizer by machine over all areas to be planted or seeded at a rate as specified below. Fertilizer shall be well pulverized and free of lumps.
- D. Apply commercial fertilizers within 10 days of planting.
- E. Thoroughly and evenly incorporate the fertilizer with the soil to a depth of 3 inches by disking, or other approved method.
 - 1. In areas inaccessible to power equipment, use hand tools.
 - 2. Adjacent to existing trees, adjust depth to avoid disturbing roots.
- F. Grade planting areas to smooth, even surface with loose, uniformly fine texture. Remove all stones and extraneous foreign material in excess of 1-inch diameter. Roll and rake and remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- G. Moisten prepared planting areas before seeding if soil is dry. Water thoroughly and allow surface moisture to dry before planting. Do not create a muddy soil condition.
- H. Restore planting areas to specified condition if eroded or otherwise disturbed after fine grading and prior to seeding.

3.03 INSTALLATION

- A. General: Maintain grade stakes until removal is mutually agreed upon by all parties concerned.
- B. Seeding:
 - 1. Temporary and permanent seeding shall adhere to the following table:

Species	Seeding Rate/Ac	Planting Time	Desired pH Range	Fertilization Rate/Ac
Common Bermuda	15 lbs. alone 10 lbs. in mixture	Mar 1 – July 15 Sept 1 – Nov 30	6-7	600 lbs. 13-13-13
Bahia	40 lbs. alone 30 lbs. in mixture	Mar 1 – July 15 Sept 1 – Nov 30	6-7	600 lbs. 13-13-13
Fescue	40 lbs. alone 30 lbs. in mixture	Sept 1 – Nov 30	6-7	600 lbs. 13-13-13
Sericea Lespedeza	40 lbs.	Mar 1 – July 15 Sept 1 – Nov 30	6-7	400 lbs. 6-24-24
*Ryegrass	30 lbs.	Sept 1 – Nov 30	6-7	600 lbs. 13-13-13

*Crimson Clover	15 lbs.	Sept 1 – Nov 30	6-7	400 lbs. 6-24-24
*Browntop Millet	40 lbs. alone 15 lbs. in mixture	Sept 1 – Nov 30	6-7	600 lbs. 13-13-13
Notes: 1 - * Represent Annual/Temporary seeding 2 – For permanent seeding, annuals can only be used in a mixture with perennials 3 – Mulching is the only option allowed during the months of Dec. through Feb. 4 – See section 02933 for solid sod requirements.				

2. Sow seed using a spreader or seeding machine.
3. Distribute seed evenly over entire area by sowing equal quantity in 2 directions at right angles to each other.
4. Sow not less than the quantity of seed specified.
5. Cultipacker, or approved similar equipment, may be used to cover the seed and to firm the seedbed in one operation. In areas inaccessible to cultipacker:
 - a. Rake the seed lightly into top 1/8 inch of soil, roll in two directions with a water ballast roller, weighing not less than 100 pounds per linear foot.
 - b. Take care during raking that seed is not raked from one spot to another.
6. Protect seeded areas against erosion by spreading specified vegetative mulch within 24 hours of completion of seeding operations.
 - a. Spread anti-erosion vegetative mulch at a rate of 2 tons per acre to form a continuous blanket over seeded areas. The approved equipment for vegetative mulching shall be capable of maintaining a constant air stream which will blow or eject controlled quantities of asphalt coated vegetative material in a uniform pattern. A jet spray nozzle shall be located at or near the discharge spout to apply uniform, controlled amounts of asphalt emulsion to the vegetative material as it is ejected. The amount of asphalt emulsion applied shall be sufficient to provide a spotty tack at the time of mulch placement. A regular pressure type distributor may be used to apply liquid asphalt mulch to the shoulders and slopes. One spray bar may be set to cover area desired and the pump adjusted to distribute 2/10 to 3/10 of a gallon per square yard.
 - b. Mulching shall be uniformly placed. Placement shall begin on the windward side of areas and from top of slopes. In its final placement the mulch shall be loose enough to allow air to circulate but compact enough to partially shade the ground and reduce erosion. Baled material shall be loosened and thoroughly broken before it is fed in the machine to avoid the placement of unbroken clumps.
 - c. Ninety to one hundred and fifty gallons of Emulsified Asphalt will be applied per ton of vegetative mulch and one-tenth per gallon in water build up areas.
7. Prevent damage or staining of construction or other plantings adjacent to mulched areas.
8. Prevent foot or vehicular traffic, or the movement of equipment, over the mulched

area. Reseed areas damaged as a result of such activity.

9. Water seeded areas thoroughly with a fine spray.

C. Reconditioning Existing Turf:

1. Recondition existing turf areas damaged by CONTRACTOR'S operations including storage of materials or equipment and movement of vehicles. Also recondition existing turf areas where minor re-grading is required.
2. Water newly planted areas and keep moist until new turf is established.

3.04 MAINTENANCE

- A. Begin maintenance immediately after planting.
- B. Inspect for germination and growth 7 days after planting. If seed is not germinating or growth is sparse the test soil, fertilize and reseed as directed following same steps as specified.
- C. Contractor shall inspect site after each rainfall and re-grade and reseed all areas where seed has been washed away.
- D. Maintain turf for not less than 60 days and longer as required to establish an acceptable stand, 90% coverage as determined by the Engineer.
- E. Maintain turf by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling re-grading and replanting as required to establish smooth, acceptable turf, free of eroded or bare areas.
1. Cutting Height: Mow turf as soon as there is enough top growth to cut with mower set at the specified height for the principal species planted. Repeat mowing as required to maintain specified height. Do not remove more than 1/3 of grass height. Do not mow when grass is wet. Time initial and subsequent mowings as required to maintain grass at 1-1/2-inch to 2-inch height. Do not mow lower than 1-1/2 inches.
 2. Apply manufactured fertilizer eight weeks after germination at a rate of 100 pounds ammonium nitrate per acre.
 3. After grass has started, reseed repeatedly all areas greater than 8 inches square which fail to show a uniform stand of grass for any reason whatsoever until all areas are covered with a satisfactory stand of grass is achieved, as determined by the Engineer.
- F. Watering: Provide and maintain temporary piping hosing and watering equipment as required to convey water from water sources and to keep turf areas uniformly moist as required for proper growth.

3.05 CLEANUP AND PROTECTION

- A. During landscape work, store materials and equipment where directed. Keep pavements clean and work area in an orderly condition.
- B. Protect landscape work and materials from damage due to operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged turf work as directed.

- C. Remove all rubbish, equipment and rejected materials from the site.
- D. Protection includes all temporary fences, barriers and signs and other work incidental to proper maintenance.

3.06 INSPECTION AND ACCEPTANCE

- A. When the landscape work is completed, including maintenance, the Engineer will make an inspection to determine acceptability.
- B. Seeded turf will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, uniform, close stand of the specified grass is established, free of weeds, bare spots and surface irregularities. Grassed areas shall have 95% coverage with grasses that were approved to be considered acceptable at time of inspection.
- C. Where inspected landscape work or grassing does not comply with the requirements, Contractor shall replace rejected work and continue specified maintenance until re-inspected by the Engineer and found to be acceptable. Remove rejected plants and materials promptly from the Project site.

PART 4 – METHOD OF MEASUREMENT AND PAYMENT

4.01 GENERAL

No separate payment shall be made for any item necessary for the completion of the work indicated on the Contract Drawings and in the Specifications but not shown as a pay item on the proposal form; therefore, full compensation for these items shall be considered absorbed in the Contract Lump Sum or related pay items.

4.02 MEASUREMENT AND PAYMENT

- A. SEEDING: Seeding shall be measured and paid for at the Contract Unit Price bid per acre which shall be full compensation for furnishing, inoculating, planting and maintaining the seeds until final acceptance of the Contract, for ground preparation, watering, all materials, equipment tools, labor and incidentals necessary to complete the work.
- B. COMMERCIAL FERTILIZER: Commercial Fertilizer shall be measured and paid for at the Contract Unit Price bid per ton (acres covered x specified rate) which shall be full compensation for furnishing and uniformly applying the material over the specified area.
- C. AGRICULTURAL LIMESTONE: Agricultural Limestone shall be measured and paid for at the Contract Unit Price bid per ton (acres covered x specified rate) which shall be full compensation for furnishing and uniformly applying the material over the specified area.

--END OF SECTION 02280--

SECTION 02500 ASPHALT PAVING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. In accordance with the requirements of this section, the Contractor shall manufacture, haul, place, compact and test bituminous base, leveling and surface courses to the lines, grades, typical cross-sections and thicknesses shown on the Plans.
- B. Prepared sub-base as specified Section 02220 "Excavation and Embankment".
- C. Proof rolling of prepared sub-base is included in this Section.
- D. It is the intent that all paving materials and installation procedures comply with applicable sections of the following:
 - 1. For millimeter (mm) mixes – The latest edition of the Mississippi Standard Specifications for Road and Bridge Construction.
 - 2. For BB-1 & SC-1 mixes – The 1990 edition of the Mississippi Standard Specifications for Road and Bridge Construction.
- E. Traffic control for all paving operations shall be the responsibility of the contractor and shall be placed in accordance with the latest edition of the MUTCD and MDOT Standard Details. Traffic Control shall be an absorbed cost unless otherwise noted or there is a pay item for Traffic Control on the Bid Schedule/Proposal Form.

1.02 SUBMITTALS

- A. At least ten (10) days prior to the start of work the Contractor shall submit for approval to the Engineer a proposed job mix formula (JMF) signed by an MDOT Certified Mixture Design Technician and a letter accommodating mixture design stating that the proposed material meets the requirements of these specifications
- B. The contractor shall provide the Engineer Material Certificates signed by material producer and Contractor, with a statement for certifying that each material item complies with or exceeds specified requirements.

1.03 SITE CONDITIONS

- A. Weather Limitations: Construct hot mix asphalt surface and base courses per Section 401.03.1.1 of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.
- B. Construct hot-mixed asphalt surface course and leveling course when base is dry.
- C. Grade Control: Establish and maintain required lines and elevations as indicated on the drawings.
- D. Traffic Control: The work shall be carried out at all times in a manner causing a minimum interference with traffic. The Contractor shall provide necessary barricades, warning signs, lights, and flag persons in accordance with the guidelines of the latest edition of

the MUTCD to safely expedite the movement of traffic. The Contractor shall barricade or divert traffic from all paving laid until it has cooled for a sufficient period of time to prevent scuffing or flushing of the asphalt surface where possible.

1.04 CLASSIFICATION OF BITUMINOUS COURSES

- A. Base Course: Defined as the initial layer or layers placed on a prepared subgrade or subbase. The Base Course Mix shall be as described on the Proposal Form.
- B. Leveling Course: Defined as a layer of variable thickness used to eliminate irregularities in contour of an existing surface prior to superimposed treatment or construction. The Leveling Course Mix shall be as described on the Proposal Form. Leveling Course may also be described as pre-leveling.
- C. Surface Course: Defined as the finishing or wearing course of the asphalt pavement. The surface course must have the following characteristics and perform the following functions: 1) provide smooth, quiet surface for travel, 2) be resistant to the wear of traffic, 3) be highly stable to resist rutting, shoving or other surface deformations, 4) have a high coefficient of friction to resist skidding and provide proper traction and 5) be of sufficient density to be waterproof to retard weathering and prevent damage from freezing and thawing cycles. The Surface Course Mix shall be as described on the Proposal Form.

1.05 TESTING

The Owner will pay for the services of an independent commercial laboratory (selected by the Engineer) to perform all testing required per the Contract Documents.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Plant Mix: The bituminous mixture shall comply with Sections 301, 400 and 403 (and all referenced sections thereto) of the Mississippi Department of Transportation's Standard Specifications. The applicable provisions governing materials furnished and incorporated into each type of bituminous course shall adhere strictly to the approved submittal for the job mix formula. Plant mix asphalt mixtures will meet the following production and testing requirements:

- 1. Plant Mix (Hot Mix) Asphalt Gradations Master Design Requirements:

SIEVE SIZE	BASE COURSE (BB-1, TYPE 6)	WEARING COURSE (SC-1, TYPE 8)
1-1/2 INCH		100
1 INCH	83-100	
1/2 INCH	56-95	100
3/8 INCH		87-100
NO. 4	29-70	54-80
NO. 8	19-54	32-63
NO. 30	8-30	12-33
NO. 50	4-20	6-20
NO. 200	2-10	2-10

- 2. Hot Mix Asphalt Design Requirements:

Marshall Compaction Blows – 75 blows (MT-35)

3. Hot Mix Asphalt Mixture Requirements:

	BASE COURSE (BB-1, TYPE 6)	WEARING COURSE (SC-1, TYPE 8)
STABILITY (LBS)	1400 (MIN)	1500 (MIN)
TOTAL AIR VOIDS (%)	3.0-5.0	3.0-5.0
VMA (%)	12.0 (MIN)	15.0 (MIN)
TENSILE STRENGTH RATIO (%)	85 (MIN)	85 (MIN)
HYDRATED LIME (%)	1	1
MINIMUM ASPHALT CONTENT (%)	4	4
CRUSHED LIMESTONE CONENT (%)	0	20-30
FRACTURED FACES + NO. 4 SIEVE	70 (MIN)	90 (MIN) (2 FACES)
NATURAL SAND CONTENT (%)	20 (MAX)	20 (MAX)
RAP MATERIAL (%)	30 (MAX)	15 (MAX)

- B. Prime Coat: The bituminous material used as a prime coat shall comply with Section 408 (and all referenced Sections thereto) of the Mississippi Department of Transportation's Standard Specifications.
- C. Tack Coat: The bituminous material used as a tack coat shall comply with Section 407 (and all referenced Sections thereto) of the Mississippi Department of Transportation's Standard Specifications.
- D. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry sub-base prior to application of prime coat.

PART 3 – EXECUTION

3.01 SURFACE PREPARATION

- A. General: Remove loose material from compacted sub-base surface immediately before application of herbicide treatment or prime coat.
- B. A proof-roll of the prepared sub-base to check for unstable areas and areas requiring additional compaction shall be performed under the supervision of the Engineer. Proof-roll shall be performed by a fully loaded dump truck or other approved vehicle such as a motor grader. Should proof rolling indicate soft conditions (pumping) then the Contractor, at his expense, shall excavate these areas as directed by the Engineer and replace with compacted material meeting the requirements of select borrow material for the project. Contractor shall perform his own proof-roll inspection on prepared areas and fix soft areas prior to contacting Engineer for inspection. Contractor to notify Engineer a minimum of 48 hours prior to proof roll for scheduling.
- C. Do not begin paving work until all deficient sub-base areas to receive paving have been corrected and the Engineer has given the Contractor a verbal or written notice to proceed.
- D. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry sub-base prior to application of prime coat. Herbicide must be re-applied should it rain within 8 hours of installation.

- E. Prime Coat: Apply at rate of 0.20 to 0.50 gallons per square yard, over compacted sub-base in compliance with Section 408 (and all referenced Sections thereto) of the Mississippi Department of Transportation's Standard Specifications, unless otherwise noted.
- F. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement. Distribute at rate of 0.05 to 0.10 gallons per square yard of surface. Apply in compliance with Section 407 (and all referenced Sections thereto) of the Mississippi Department of Transportation's Standard Specifications, unless otherwise noted. Pools of primer material after application shall be removed. All traffic not essential to the work shall be kept off the tack coat. Care shall be taken when applying tack coat to prohibit the spray from adhering to any objects other than the surface to be paved. The Contractor will be held responsible for removing the tack coat from such objects. Tack coat shall only be applied to surfaces which are to receive paving that day.
- G. Allow all treatments to dry until at proper condition to receive paving.
- H. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove or clean damaged surfaces.

3.02 MILLING

Cold milling of old bituminous or concrete surfaces may be necessary for any of the following reasons: get existing roadway to grade required of the plans in preparation for new pavement lifts; accommodate a smooth transition at hard surface driveways; to remove material up against structures which are to remain in place to maintain the existing distance between the finished surface and top of the structure; remove deteriorated pavement; or to remove a high spot in existing asphalt. The Contractor shall mill a minimum of 1-1/2" or as required per the plans or as designated by the Engineer.

3.03 PLACING MIX

- A. Construct leveling course, binder course, base course and surface course as required on Contract Drawings in accordance with Section 401, 403 and all other applicable sections of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.
- B. Place each course to required grade, cross-section, and compacted thickness as required on the contract drawings. Leveling course shall be applied as necessary to raise grade of existing pavements to allow for uniform thickness and width of the next paving course.
- C. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.
- D. Joints: Make joints between old and new pavements, or between successive days work, to ensure continuous bond between adjoining work. Construct joints to have same texture density, and smoothness as other sections of hot-mixed asphalt course. Clean contact surfaces and apply tack coat.
- E. Paving equipment includes bituminous pavers, rolling equipment and hand tools.
- F. Placing the mixes including paver placing, hand placing, spreading, tamping and jointing.
- G. Compacting the mixes includes breakdown rolling, second rolling and finishing rolling.

3.04 ROLLING

- A. Perform rolling in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.
- B. Begin rolling when mixture will bear roller weight without excessive displacement.
- C. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- D. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- E. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.
- F. Finish Rolling: Perform finish rolling while mixture is still warm enough (180 degrees F) for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent laboratory density based on AASHTO Designation T209 and the surface is smooth.
- G. Protection: After final rolling, do not permit vehicular traffic until mixture has cooled sufficiently to prevent damage.

3.05 PATCHING FAILED/DETERIORATED AREAS

- A. Remove and replace all areas deemed as failed or deteriorated by the Engineer.
- B. Areas removed shall be saw cut along edges at least 2' beyond the limits of the marked defective area.
- C. Once pavement material has been removed, excavate material to grade that is 18" below the previous finished road grade or 12" below the bottom of the remaining pavement structure, whichever is greater.
- D. Engineer may require Contractor to excavate below required minimum if stable surface is not reached and replaced with crushed limestone or select borrow material. In this case, the Contractor shall be paid for his extra work in this case only under some combination of the following pay items to the benefit of the Owner: Undercut Excavation, Unclassified Excavation, Common Excavation, Select Borrow Material, Crushed Limestone, or Granular Material depending on the pay items associated with the project.
- E. Fill excavated or remaining void with No. 610 crushed limestone to bottom of existing paved surface or 6" below previous finished road grade.
- F. Fill to existing surface with hot bituminous surface course. Surface course shall be either SC-1, Type 8 or 12.5mm mix as required to match proposed surface course or existing adjacent final surface material.
- G. If there will be traffic on the area of removal prior to asphalt pavement being installed the Contractor shall install a temporary layer of crushed limestone up to the grade of the adjacent pavement. Contractor shall place additional material as necessary to maintain

grade until asphalt pavement can be installed.

- H. All material removed (pavement, crushed stone, soil, etc.) shall be disposed of by the Contractor off-site and shall be absorbed cost unless otherwise noted on the plans.
- I. All materials and placement of such shall meet the requirements shown on the plans, in the project specifications and if not listed in either, per the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.
- J. Contractor shall restore all existing paved areas that are to remain but are damaged by his operations in a manner acceptable to the Engineer.

3.06 PAVEMENT QUALITY REQUIREMENTS

- A. In addition to other requirements the Contractor will comply with the following minimum requirements.
 - 1. Provide final surfaces of uniform texture, conforming to the required grades and cross sections
 - 2. Repair holes from test specimens as specified for patching defective work
- B. Density
 - 1. Contractor will compare the density of in-place material against laboratory specimen or certificates on same bituminous concrete mixture using nuclear devices.
 - 2. Minimum acceptable density of in-place course material will be 90 percent of the recorded laboratory specimen or certified density. Maximum acceptable density will be 98 percent.
- C. Thickness: In-place compacted thicknesses shall average not less than the thicknesses shown on the Drawings.
- D. Rideability and Surface Smoothness
 - 1. Owner's acceptance of finished paved surfaces shall be determined by the overall rideability of the paved surface (in the Owner's opinion) and by surface smoothness testing. This testing shall be as follows and is independent of any requirements of the Mississippi Standard Specifications for Road and Bridge Construction unless otherwise noted.
 - 2. Surface smoothness testing and smoothness requirements shown below shall apply to all final surface lifts of new pavements and overlays (including single lift overlays). Contractor shall analyze each lift of underlying pavement or existing pavements if single lift overlay to either: a) perform corrective measures so that finished roadway surface will provide a smooth ride (rideability) and smoothness requirements herein can be met, or b) ensure that underlaying pavement placement does not prohibit conformance with requirements herein for rideability and smoothness.
 - 3. Engineer shall only test final surface course for smoothness. This test shall be performed using a 10-foot straightedge applied parallel to and at right angles to

the centerline of paved areas. Initial tests shall be performed at 200' intervals and any additional areas suspected by Engineer to not meet specification. Once initial testing is complete, Engineer shall determine:

- a. If the project appears to meet smoothness specification, or
 - b. If additional straight edge testing shall be performed at smaller intervals, or
 - c. If a more detailed smoothness test is warranted such as High Speed Inertial Profiling System (IPS) or some other MDOT approved method at the Contractor's expense. Smoothness in such cases shall be determined using MDOT requirements for type of paving installed.
4. Surfaces will not be acceptable if exceeding the following when tested with the straight edge test: Surface Course: 1/8 inch in 10 feet
 5. Surfaces that do not meet rideability and smoothness requirements shall be rejected by Owner and corrected by the Contractor at no cost to the owner. Corrective methods shall be as required by Engineer. Corrective measures may include diamond grinding of high spots and sealed to closely match color of remaining roadway or some combination of mill and overlay.

3.07 CLEANING AND PROTECTION

- A. After completion of pavement operations, clean surfaces of excess or spilled bituminous materials and all foreign matter.
- B. Protect newly finished pavement until it has become properly hardened by cooling.
- C. Cover openings of any drainage structures located in the pavement until the permanent covers are installed.

3.08 TRAFFIC AND LANE MARKINGS

- A. Contractor shall be responsible to temporary stripe all areas where new asphalt has been placed with paint. Markings shall match the existing markings in type, width and color.
- B. Traffic and lane markings materials and installation procedures shall be in accordance with Section 625 if specified as "painted traffic markings" and 626 if specified as "thermoplastic traffic markings" of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

3.09 FIELD QUALITY CONTROL

- A. General: Testing in-place hot-mixed asphalt courses for compliance with requirements for thickness and density will be done by the selected testing laboratory at intervals required per specifications or as directed by Engineer. Repair or remove and replace unacceptable paving as directed by Engineer at no cost to the Owner.
- B. Thickness: Shall comply with the project drawings and Sections 301 and 403 of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.
- C. Surface Smoothness for Underlying Pavements: Shall be as required to meet requirements for final surface smoothness.

- D. Surface Smoothness for Final Surface Course: Shall be as required in Section 02500.03.06.D above.
- E. Bituminous asphalt materials testing requirements include, at a minimum, determination of mixture gradation, total voids, VNA, asphalt content, maximum specific gravity of the mixture, Marshall Stability and roadway density tests. These test samples shall be randomly taken at the HMA production plant or at the placement site during production. An MDOT Certified Asphalt Technician 1 shall run this quality control test. At least one quality control sample shall be obtained and tested bi-weekly or at intervals determined by the County. The Contractor shall report all quality control tests to the Engineer. While the Contractor is responsible for production quality control of the bituminous asphalt; the Owner/Engineer may obtain and test asphalt samples on a random basis during production.
- F. A minimum of 5 roadway density tests shall be conducted for each day's production. Acceptance procedures for asphalt densities be per Section 401 Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

PART 4 - COMPENSATION

4.01 GENERAL

- A. Items which are not shown as separate pay items on the proposal form but are necessary for complete installation of the project in accordance with the Contract Documents shall be considered and absorbed cost and included in the Contract Price.
- B. Scheduled price for each individual pay item shall constitute full compensation for furnishing all labor, tools, equipment and incidentals in performing all work necessary for complete installation in accordance with the Contract Documents of that pay item.

4.02 MEASUREMENT AND PAYMENT

- A. Bituminous Pavement Courses: Measurement and Payment for bituminous courses (leveling course, binder course, base course, surface course, etc.) shall be made at the Contract Unit Price per square yard or ton. In computing the square yards the width shall be from the outside of the completed surface as shown on the plans. In computing the tons the following formula is used: $s.y. (measured\ as\ described) \times thickness\ (in.) \times (110lbs/sy/in) / 2000lbs/ton$. No additional payment will be made for material applied in excess of the quantity when bids are taken on a square yard basis unless there is an increase in the area to receive asphalt by the Owner or Engineer. No allowances will be made for unacceptable material, for material used in excess of the amount indicated or directed, for material used in replacing defective or condemned construction, for material wasted in handling, hauling or otherwise, and for maintaining the work in accordance with the provisions and requirements set forth herein.
- B. Cold Milling of Bituminous Pavement: Measurement and payment for Cold Milling of Bituminous Pavements shall be made at the Contract Unit Price per square yard and shall include removal and disposal of all thicknesses required.
- C. Base Repair or Failed Pavement Repair.: Measurement and payment for Base Repair or Failed Pavement Repair shall be made at the contract unit price per square yard and shall include saw-cutting, removal and disposal of existing pavement, excavation to get to required grade and disposal of such, crushed limestone (permanent and extra if required), and asphalt.
- D. Pavement Markings: Measurement and payment for Pavement Markings (paint and thermoplastic) shall be made at the Contract Unit Price per mile, linear foot or square yard, as applicable, for the type, color and width required per the plans and contract documents.

--END OF SECTION 02500--

SECTION 02580 PAVEMENT MARKINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

Application of permanent reflective pavement marking traffic paint, thermoplastic, glass beads, and reflective markers as indicated on the Drawings.

1.03 REGULATORY REQUIREMENTS

Comply with all applicable codes and with the requirements of agencies having jurisdiction over the work in this Section.

PART 2 – PRODUCTS

2.01 QUALITY ASSURANCE

- A. Use material and application methods complying with Mississippi Department of Transportation (MDOT) Standard Specifications for Road and Bridge Construction, latest edition, (hereinafter referred to as the MDOT Standard Specifications) and the Manual on Uniform Traffic Control Devices.
- B. Submit certificates stating materials meet the MDOT Standard Specifications 625, 626, 710 and 720 depending on the type of pavement markings required per the plans.

2.02 MATERIALS

- A. Painted pavement markings shall meet the requirements of Sections 625 & 710 of the MDOT Standard Specifications.
- B. Pavement markings shall meet requirements for thermoplastic markings as set forth in Section 626 & 720 of the MDOT Standard Specifications.
- C. Markers: Reflectorized pavement markers meeting the requirements of Section 720 of the MDOT Standard Specifications.

PART 3 – EXECUTION

3.01 EXAMINATION

Visually determine that the project is ready for the work of this Section; beginning work shall indicate acceptance of the conditions.

3.02 INSTALLATION

- A. Pavement markings shall be installed in accordance with the MDOT Standard Specifications.
- B. Do not apply traffic and lane markings until layout and placement have been verified by the Engineer.
- C. Temporary pavement markings shall be required on roadways where the asphalt curing time required by MDOT specifications is not able to be met prior to allowing traffic on the new paving. Temporary pavement markings and removal of such if required prior to permanent striping shall be considered an absorbed cost unless shown as a separate pay item.

--END OF SECTION 02580—

SECTION 02720

CONCRETE STORM DRAIN PIPE AND PRECAST BOX CULVERTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Scope:

1. This work shall consist of the construction or reconstruction of pipe culverts, precast box culverts, storm drains, collars, special sections and headwalls. It shall also consist of furnishing all materials and joining the work to other conduit, catch basins, manholes, inlets, etc. as may be required to complete the work as designed.
2. Contractor shall furnish all labor, materials, equipment and incidentals required to construct the work and shall perform all trenching, excavation, backfilling and cleanup required to perform the work.
3. The extent of piping is shown on the Drawings and schedules.

B. Related Work Specified Elsewhere:

1. Section – 01410 Testing
2. Section – 02200 Site Clearing
3. Section – 02220 Embankment and Excavation
4. Section – 02230 Excavation and Backfill for Conduit and Structures
5. Section – 02730 Storm Drain Manholes, Inlets & Catch Basins

1.02 QUALITY CONTROL

A. Source Quality:

1. Obtain each type of pipe and fittings from only one manufacturer.
2. Move no concrete pipe or fittings from the casting yard until such pipe or fittings have been cured a minimum of seven days for pipe 6 to 27 inches in diameter and fourteen days for pipe 30 inches in diameter or larger. Pipe meeting 115% of the 0.01 inch crack test may be moved before expiration of the stated minimum yard curing time.
3. Special fittings shall be produced by the pipe manufacturer to comply with all respects to the applicable requirements of the specifications.
4. The interior of all pipe shall have true section complying with the internal size(s) specified. All pipe shall be free from fins, bulges, ridges, offsets, projections, defects or roughness of any kind.
5. Pipe rejected by the ENGINEER shall be removed from the site.

B. Reference Standards:

1. ASTM C 76, Reinforced Concrete Culvert, Storm Drain and Sewer Pipe.
2. ASTM C 506, Reinforced Concrete Arch Culvert, Storm Drain and Sewer Pipe
3. ASTM C 1433, Precast Reinforced Box Culverts

4. ASTM C 150 Portland Cement
 5. ASTM A 185 Welded Steel Wire Fabric for Concrete Reinforcement
 6. ASTM A 496 Deformed Steel Wire for Concrete Reinforcement
 7. ASTM A 497, Welded Deformed Steel Wire Fabric for Concrete Reinforcement
 8. ASTM A 615, Deformed and Plain Billet Steel Bars for Concrete Reinforcement
- C. Inspection: Raw materials, manufacturing processes and finished concrete piping products are subject to review by the ENGINEER at the manufacturer's plant.

1.03 SUBMITTALS

- A. Shop Drawings: Submit detailed drawings and data on pipe, fittings, gaskets, and appurtenances.
- B. Certificates: Submit certificates of compliance with referenced standards.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

Comply with the manufacturer's recommendations.

1.05 PROJECT CONDITIONS

- A. The Contractor shall examine the site prior to his bid taking into consideration all conditions that may affect his work.
- B. Traffic: Contractor shall be responsible for providing traffic control if necessary during installation. Traffic control operations shall meet the requirements of the latest edition of the MUTCD.
- C. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.
1. Protect improvements on adjoining properties and on Owner's property.
 2. Restore damaged improvements to their original condition, as acceptable to property owners.
- D. Locate existing structures and piping to be closed, relocated and/or abandoned.
- E. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or other except when permitted under the following conditions and only after arranging to provide acceptable temporary utility services.
1. Notify Contracting Officer not less than 48 hours in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without receiving Contracting Officer's written permission.
- F. See Section 02230 Excavation and Backfill for Conduit and Structures for requirements on dewatering.

PART 2 – PRODUCTS

2.01 GENERAL:

- A. The Contractor shall furnish all materials necessary for or incidental to the installation of all drainage pipes and box culverts. All materials shall be new with certified tests for all fittings made at the manufacturer's plant to assure conformance with these specifications. A copy of the tests shall be submitted to Engineer.
- B. The kinds and classes of materials incorporated into the work shall be as shown on the Drawings. The Contractor shall not interpret or construe the several kinds of materials described herein as being equal in their application for the project.

2.02 CONSTRUCTION AND MATERIALS

- A. Construction of pipes and fittings shall meet the requirements of 1.02 of this specification.
- B. Pipe Ends: Normal to the walls and center of pipe.
- C. Joints:
 - 1. Joint shall be bell and spigot or tongue and groove type design to provide continuous line or pipe with a smooth interior free from irregularities in the flow line.
 - 2. Joint materials shall be a combination of "O" ring rubber gasket and preformed mastic sealant or a profile gasket.
 - 3. "O" ring rubber gasket material shall meet requirements of ASTM C 443, latest edition.
 - 4. Preformed mastic shall meet Federal Spec. SS-S-210A.
- D. Materials of Construction Standards:
 - 1. Cement for Concrete Work: ASTM C 150 or ASTM C 595.
 - 2. Aggregates: ASTM C 33.
 - 3. Steel Wire Bar Reinforcement: ASTM A 82 or ASTM A 496.
 - 4. Steel Wire Fabric Reinforcement: ASTM A 185 or ASTM A 997.

2.03 IDENTIFICATION

- A. Clearly mark all items furnished under this Section by waterproof paint, indentation, or as reviewed by the ENGINEER to include the following information:
 - 1. Manufacturer's name or trademark.
 - 2. Pipe class.
 - 3. Specification designation.
 - 4. Size.
 - 5. Length.
 - 6. Date and place of manufacture.
- B. Mark pipe 24-inches and larger on exterior and interior.

PART 3 – EXECUTION

3.01 INSTALLATION

The work shall consist of the excavation and trenching for open cut construction, installation and jointing of pipe and specials, backfilling, testing, repair and restoration of property and final cleanup. All work shall be performed per the specifications of the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition.

3.02 EXCAVATION

- A. Trenches shall be excavated in accordance with the requirements of Section 2230 to a width sufficient to allow for proper jointing of the conduit and thorough compaction of the bedding and backfill material under and around the conduit. Where feasible, trench walls shall be vertical.
- B. The completed trench bottom shall be firm for its full length and width. Where required, in the case of cross drains, the trench shall have the camber specified.
- C. Where conduit is to be placed in embankment, the excavation shall be made after the embankment has been completed to the specified height above the flow line of the conduit.
- D. In all cases the height above flow line shall be at least one foot.
- E. Excavation includes removal, handling, rehandling, refill or backfilling and disposal of any and all materials encountered in the work and shall include all pumping, bailing, drainage, sheeting and bracing.
- F. If a pipe of box section is not laid in a trench, a uniformly firm bed shall be made in the same manner as above specified for the preparation of the bottom of the trench.

3.03 BEDDING

- A. Except for conduit placed in a vertical position or jacked or bored, the conduit bedding shall conform to one of the classes specified. When no bedding class is specified the requirements for Class C bedding or Class C modified bedding, as applicable shall apply.
 - 1. CLASS A bedding consists of a continuous concrete cradle conforming to plan details and constructed on an approved foundation.
 - 2. CLASS B bedding consists of bedding the conduit to a depth of at least 30 percent of the vertical outside dimension of the conduit. The thickness of bedding material beneath the pipe shall be at least four inches. The bedding material shall be sand or selected sandy soil, all of which passes a 3/8 inch sieve and not more than 10 percent of which passes a No. 200 sieve. The layer of bedding material shall be shaped to fit the conduit for at least 15 percent of its total height. Recesses in the trench bottom shall be shaped to accommodate the bell when bell and spigot type conduit is used.
 - 3. CLASS C bedding consists of bedding the conduit to a depth of at least 10 percent of its total height. The bed shall be shaped to fit the conduit and shall have recesses shaped to receive the bell if bell and spigot type pipe is used.

4. CLASS C MODIFIED bedding consists of bedding corrugated conduit to a depth of at least 10 percent of its total height. A bedding blanket of approved silty loam, sandy loam, concrete sand, or other approved sand or sandy soil shall be roughly shaped to fit the bottom of the pipe. Minimum thickness before placing pipe shall be as follows:
 - a. 1 inch for 1/2 inch deep corrugations
 - b. 2 inches for 1 inch deep corrugations
 - c. 3 inches for 2 inches or 2 1/2 inches corrugations
- B. For structural plate pipe the length of bedding arc need not exceed the width of the bottom plate.
- C. Bedding for precast concrete box culverts shall consist of at least two inches of Class 9, Group C, or better, granular material placed between graded forms set at least one foot outside each outside wall of the box culvert. The granular material shall be shaped to fit the bottom of the precast box culvert sections by screeding off the graded forms. After placement of the precast box culvert sections on the graded bedding, the forms may be removed and reused.

3.04 LAYING CONDUIT

- A. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of underground sewerage and drainage systems piping. Location and arrangement of piping layout take into account many design considerations. Install piping as indicated, to extent practical.
- B. The conduit laying shall begin at the staked location of the downstream end of the conduit line. The lower segment of the conduit shall be in contact with the shaped bedding throughout its full length. Bell or groove ends of rigid conduits and outside circumferential laps of flexible conduits shall be placed facing upstream. Flexible conduits shall be placed with longitudinal laps or seams at the sides. Transverse joints for all types of coated flexible conduits shall maintain pipe alignment during construction and prevent infiltration of backfill material during the life of the structure.
- C. Install gravity-flow-systems piping at constant slope between points and elevations indicated. Install straight piping runs at constant slope, not less than that specified, where slope is not indicated.
- D. Paved or partially lined conduit shall be laid so that the longitudinal center line of the paved segment coincides with the flow line. Elliptical and elliptically reinforced conduits shall be placed with the major axis within five degrees of a horizontal plane through the longitudinal axis of the conduit.
- E. Construction requirements for end sections shall conform to the requirements for placing the pipe to which they are joined.
- F. At the Contractor's option, subject to the written approval of the Engineer, concrete headwalls conforming to the Department's Standard Drawings may be substituted for premanufactured end sections without change in compensation.
- G. Flared end section construction requirements shall conform to the requirements for placing the pipe to which they are joined.
- H. All lifting holes shall be plugged with an approved manufactured lifting hole plug and covered with Type V Geotextile Fabric.

3.05 JOINING STORM DRAINAGE.

- A. Rigid conduits may be either bell and spigot or tongue and groove design unless one type is specified. The method of joining conduit sections shall be such that the ends are fully entered, and the inner surfaces are reasonably flush and even. Unless otherwise specified, joints shall be sealed with rubber type gaskets, bituminous plastic sealer, or flexible plastic gaskets.
- B. Joints for precast concrete box culverts shall be made with bituminous plastic sealer.
- C. Rubber type gaskets shall be installed per the manufacturer's recommendations so as to form a flexible watertight seal.
- D. For joints to be sealed with bituminous plastic, the joining ends shall be wiped clean and dry. The plastic compound shall be applied cold to the entire surface of tongues and grooves, the entire surface of bells and spigots, and the entire area of metal pipes to be covered by connecting bands. Sections of concrete pipe shall be forced together, and sections of metal pipe banded together, with excess compound extruding both inside and outside the pipe. Excess compound shall be removed from interior surfaces, and the exterior shall be finished reasonably flush. After pipe has been joined with bituminous plastic compound, suitable kraft or other approved paper shall be placed over the outside joints to avoid mixing of soil with the compound.
- E. For joints to be sealed with flexible plastic gasket material, the pipe shall be installed in a dry trench. Joints shall be made in such a manner that a slight internal extrusion of the plastic gasket will occur for the full circumference when the sections of pipe are forced together. Installation shall be in accordance with these specifications and the manufacturer's instructions. Plastic gasket material shall be applied only to surfaces which are dry. A primer of the type recommended by the manufacturer of the plastic gasket shall be applied to the tongue and groove and to the end surfaces, and the surface to be primed shall be clean and dry when the primer is applied. During cold weather the joint surfaces and the gasket shall be lightly heated, without damage to the pipe or joint material, immediately prior to forcing the sections of pipe together. During hot weather the Contractor shall place kraft or other approved paper over the joints to avoid mixing soil with the plastic gasket material.
- F. For joints constructed of either bituminous plastic sealer or flexible plastic material, special care shall be taken to provide an equal uniform joint between pipe sections and to prevent one section from supporting the other. Backfilling operations may follow immediately.
- G. All Joints shall be completely wrapped with overlapping ends of Type V geotextile fabric a minimum of 24" in width.

3.06 RELAID PIPE

- A. These construction specifications shall equally apply to relaid conduits. In addition, conduit salvaged for relaying shall be cleaned of all foreign material prior to reinstallation. All pipe damaged through carelessness or negligence on the part of the Contractor shall be replaced by new pipe or approved pipe at no additional cost to the Client.
- B. Pipe and end sections designated for removal and relaying shall be removed in accordance with the provisions of Section 02205.

3.07 BACKFILLING

- A. Conduit shall be inspected before backfill is placed. Conduit found to be out of alignment, unduly settled, or damaged shall be taken up and relaid or replaced. After approval of conduit, it shall be backfilled with specified material in accordance with Section 02230.

3.08 TEMPORARY SURFACING OVER TRENCHES

- A. Whenever storm water piping or improvements are required to be constructed under roadways, sidewalks or other paved surfaces, a temporary clay gravel or crushed limestone surfacing shall be placed over the full width of the trench as shown on the project drawings.
- B. Surfacing shall be a minimum of 6" thick and shall be placed over the top of the trench as soon as possible after placement and compaction of backfill has been satisfactorily completed.
- C. The top of the temporary surface shall be smooth and meet the grade of the adjacent undisturbed surface.
- D. The temporary surface shall be maintained at the desired level at the Contractor's expense until final restoration of the street surface is completed as specified.
- E. Excess material from the temporary surface shall be removed as placed at a location as directed by the Engineer prior to final restoration.
- F. The temporary surfacing and all associated items shall be considered an absorbed cost.

3.09 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous materials as the work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
 - 1. Place plug in end of incomplete piping at end of day and whenever work stops.
 - 2. Flush piping between manholes and other structures, if required by authorities having jurisdiction, to remove collected debris.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred.
 - 1. Submit separate reports for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visual between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of a ball or cylinder of a size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.

3. Trenches improperly backfilled in the opinion of the Engineer shall be reopened to the depth required for proper inspection, then refilled and recompact as specified. There shall be no extra compensation for such corrective work.
4. Prior to final approval of the system, the Contractor and Engineer shall conduct a thorough inspection of the entire installation. Any indication of defects on material or workmanship or any obstruction to the flow in the pipe system shall be corrected.
5. All defects shall be corrected by the Contractor without additional compensation and in a manner acceptable to the Engineer.
6. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.
7. Re-inspect and repeat procedure until results are satisfactory.

PART 4 - COMPENSATION

4.01 GENERAL

- A. No separate payment shall be made for any item necessary for the completion of the work indicated on the Contract Drawings and in the Specifications but not shown as a pay item on the proposal form; therefore, full compensation for these items shall be considered absorbed in the Contract Lump Sum or related pay items.
- B. The prices thus paid shall be full compensation for completing the work. Materials or work for which a pay item is not included and are necessary to complete the work under this section shall be furnished or performed and shall be considered incidental to the completed construction.

4.02 MEASUREMENT AND PAYMENT

- A. The lengths of pipe and precast box culverts will be measured by the linear foot actually required. Where running from a structure to a structure the linear footage is from center of structure to center of structure.
- B. Unless otherwise indicated on the plans, sections of lines of conduits placed by conventional methods will not be measured as pipe jacked or bored.
- C. End sections, headwalls, elbows, branch connections, and other appurtenances for which pay items are listed will be measured by the number of units of the kind and size specified.
- D. Pipe removed and relaid will be measured by the linear foot. End sections removed and relaid will be measured by the unit.
- E. Excavation or disposal of excavation for conventionally installed conduits will not be measured for separate payment but shall be absorbed in the per foot cost of each itemized culvert.
- F. Excavation for conduits placed by jacking or boring will not be measured for separate payment.
- G. Excavation or disposal of excavation for box culverts, precast or cast in place will be absorbed in the per linear foot cost of the box culverts.

4.03 BASIS OF PAYMENT

- A. Accepted quantities of pipe and precast box culverts will be paid for at the contract unit price per linear foot.
- B. End sections, headwalls, elbows, branch connections, and other appurtenances for which pay items are listed in the contract will be paid for at the contract unit price per each.
- C. Pipe removed and relaid will be paid for at the contract unit price per linear foot.
- D. End sections removed and relaid will be paid for at the contract unit price per each.

Payment will be made under:

CONCRETE CONDUIT

- A. ____" Reinforced Concrete Pipe, Class ____ - per linear foot
- B. ____" Reinforced Concrete End Section - per each
- C. ____" Non-Reinforced Concrete Pipe, Class ____ - per linear foot
- D. ____" x ____" Concrete Arch Pipe, Class ____ - per linear foot
- E. ____" x ____" Concrete Arch Pipe End Section - per each

PRECAST BOX CULVERTS

- A. ____' x ____' Precast Concrete Box Culvert - per linear foot
- B. ____' x ____' Precast Concrete Box Culvert End Section - per each

RELAID PIPE

- A. ____" Pipe Removed and Relaid - per linear foot
- B. ____" End Section Removed and Relaid - per each

SPECIALS AND CONCRETE HEADWALLS

- A. Size & Angle Elbow, Materials per Pay Item No. ____ - per each
- B. Size Branch Connection Type & Description - per each
- C. Size & Type Headwall, Per Plans - per each

--END OF SECTION 02720--

SECTION 03300
CAST IN PLACE REINFORCED CONCRETE FOR PAVEMENTS AND SIDEWALKS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Scope: Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install cast-in-place concrete, reinforcement and related materials for concrete required for the site work.
- B. Coordination: Review installation procedures under other Sections and coordinate the installation of items that must be installed in the concrete.

1.02 QUALITY ASSURANCE

- A. Source Quality Control:
 - 1. Concrete Testing Service:
 - a. Contractor shall employ acceptable testing laboratory to perform materials evaluation, testing and design of concrete mixes.
 - b. Contractor's laboratory shall also evaluate concrete delivered to and placed at the site.
 - 2. Certificates, signed by concrete producer and Contractor, may be submitted in lieu of material testing when acceptable to Engineer.
 - 3. Quality Control: Perform sampling and testing during concrete placement, as follows:
 - a. Sampling: ASTM C 172.
 - b. Slump: ASTM C 143, one test for each load at point of discharge.
 - c. Air Content: ASTM C 31, one for each set of compressive strength specimens.
 - d. Compressive Strength: ASTM C 39, one set for each 50 cubic yards or fraction thereof for each class of concrete; 1 specimen tested at 7 days, 2 specimens tested at 28 days.
 - 4. Report test results in writing to Engineer on same day tests are made.
- B. Reference Standards: Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - 1. ACI 301, Specifications for Structural Concrete for Building (includes ASTM Standards referred to herein except ASTM A 36).
 - 2. ACI 347, Recommended Practice for Concrete Form work.
 - 3. ACI 304, Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.

4. ACI 315, Manual of Standard Practice for Detailing Reinforced Concrete Structures.
5. ACI 305, Recommended Practice for Hot Weather Concreting.
6. ACI 306, Recommended Practice for Cold Weather Concreting.
7. ASTM A 36, Structural Steel.
8. Concrete Reinforcing Steel Institute, Manual of Standard Practice, include ASTM Standards referred herein.

1.03 SUBMITTALS

- A. Samples: Submit samples of materials as specified and may be requested by the Engineer including names, sources and descriptions.
- B. Shop Drawings: Submit the following for approval with additional requirements as specified.
 1. Copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures and bonding agents.
 2. Drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315, Chapters 1 thru 8. For walls, show elevations to a minimum scale of 3 inch to 1 foot. Show bar schedules, stirrup spacing, diagrams of bent bars, arrangements and assemblies, as required for the fabrication and placement of concrete reinforcement.
 3. List of concrete materials and concrete mix designs proposed for use. Include the results of all tests performed to qualify the materials and to establish the mix designs in accordance with ACI 301, 3.9. Submit written report to Engineer for each proposed concrete mix at least 15 days prior to start of Work. Do not begin concrete production until mixes have been reviewed and are acceptable to Engineer. Mix designs may be adjusted when material characteristics, job conditions, weather, test results or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by Engineer.
- C. Laboratory Test Reports: Submit copies of laboratory test reports for concrete cylinders, materials and mix design tests. Production of concrete to comply with specified requirements is the responsibility of the Contractor.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver concrete reinforcement materials to the site bundled, tagged and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.
- B. All materials used for concrete must be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer. Bins or platforms having hard clean surfaces shall be provided for storage. Suitable means shall be taken during hauling, piling and handling to ensure that segregation of the coarse and fine aggregate particles does not occur and the grading is not affected.

1.05 DEFINITIONS

- A. Contraction Joint - A *contraction joint* is formed, sawed, or tooled groove in a concrete structure to create a weakened plane to regulate the location of cracking resulting from the dimensional change of different parts of the structure.
- B. Isolation Joint - An *isolation joint* is a separation between adjacent sections of a new concrete structure adjacent to existing structures such as a building foundation, drainage structure, manholes, light pole bases, etc. to allow relative movement in two or more directions and through which all of the bonded reinforcement is interrupted.
- C. Expansion Joint - An *expansion joint* in a concrete structure is a separation provided between adjacent sections to allow independent movement due to dimensional increases and reductions of the adjacent sections to minimize cracking and through which some or all of the bonded reinforcement is interrupted.
- D. Construction Joint - A *construction joint* is the interface between concrete placements intentionally created to facilitate construction.
- E. Cold Joint - A *cold joint* is a joint or discontinuity resulting from a delay in placement of sufficient duration to preclude intermingling and bonding of the material, or where mortar or plaster rejoin or meet. Cold Joints should be avoided during construction.

PART 2 - PRODUCTS

2.01 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type II.
- B. Aggregates: ASTM C 33.
 - 1. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances. Dune sand, bank run sand and manufactured sand are not acceptable.
 - 2. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter, as follows:
 - a. Crushed stone, processed from natural rock or stone.
 - b. Washed gravel, either natural or crushed. Use of slag and pit or bank run gravel is not permitted.
- C. Coarse Aggregate Size: Size to be ASTM C 33, Nos. 57 or 67, unless permitted otherwise by Engineer.
- D. Water: Clean, potable.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs.
- G. Slump Limits: Proportion and design mixes to result in concrete slump at the point of placement of not less than one inch and not more than four inches.

2.02 FORM MATERIALS

- A. Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.
- B. Exposed Concrete Surfaces: Acceptable panel-type to provide continuous, straight, smooth, as-cast surfaces. Use largest practical sizes to minimize form joints.
- C. Unexposed Concrete Surfaces: Suitable material to suit project conditions.
- D. Provide 3/4 inch chamfer at all exposed corners.
- E. All formwork shall conform to the requirements of ACI 301-05. Forms shall not be removed until 48 hours after placement of concrete.

2.03 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60.
- B. Welded Wire Fabric: ASTM A 185 & ASTM A 82.
- C. Steel Wire: ASTM A 82, flat sheets not rolls
- D. Supports for Reinforcement: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.
 - 1. Use wire bar type supports complying with CRSI recommendations, except as specified below. Do not use wood, brick, or other unacceptable materials.
 - 2. For slabs on grade, use supports with sand plates or horizontal runners where base materials will not support chair legs.
 - 3. For all concrete surfaces, where legs of supports are in contact with forms, provide supports complying with CRSI, Manual of Standard Practice as follows:
 - a. Either hot-dip galvanized, plastic protected or stainless steel legs.

2.04 GROUT

- A. Non-metallic, 100 percent solids, high strength epoxy grout.
 - 1. Use clean well graded sand with epoxy resins suitable for use on dry or damp surfaces.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Euco High Strength Grout by the Euclid Chemical Company.
 - b. Sikadur 42 Grout by Sika Chemical Company.
 - c. Five Star Epoxy Grout by U.S. Grout Corporation.
 - d. Or equal.
- B. Nonshrink, Nonmetallic Grout:
 - 1. Premixed nonstaining cementitious grout requiring only the addition of water at the job site.

2. Product and Manufacturer: Provide one of the following:
 - a. Euco N-S by the Euclid Chemical Company.
 - b. Masterflow 713 by Master Builders Company.
 - c. Five Star by U.S. Grout Corporation.
 - d. Or equal.
- C. Ordinary Cement-Sand Grout: Except where otherwise specified use 1 part cement to 3 parts sand complying with the following:
 1. Cement: ASTM C 150, Type II.
 2. Sand: ASTM C 33.

2.05 EXPANSION JOINTS

- A. Expansion joint filler shall be preformed expansion joint filler complying with ASTM D1751 or D1752 or as required on the drawings.
- B. Expansion joint sealer shall comply with:
 1. ASTM C920-18 for elastomeric type and be self leveling; or
 2. ASTM D5893 for single-component silicone sealants; or
 3. ASTM D6690 for hot-applied sealants

2.06 ISOLATION JOINTS

- A. Isolation joint filler shall be pre-formed expansion joint filler complying with ASTM D1751 or D1752 or as required on the drawings.
- B. Isolation joint sealer shall comply with:
 1. ASTM C920-18 for elastomeric type and be self leveling; or
 2. ASTM D5893 for single-component silicone sealants; or
 3. ASTM D6690 for hot-applied sealants

2.07 WATERSTOPS

- A. Reference Standard CRD-C 572.
 1. Construction Joints: A dumbbell shape polyvinyl chloride waterstop with the following minimum requirements:
 - a. Thickness: 3/8 inch.
 - b. Length: Six inches.
 - c. Bulb diameter: 3/4 inch.
 2. Expansion Joints: A dumbbell shape polyvinyl chloride waterstop with the following minimum requirements:
 - a. Thickness: 3/8 inch.

- b. Length: Nine inches.
 - c. Bulb diameter: 3/4 inch.
- B. Product and Manufacturer: Provide waterstops as manufactured by one of the following:
 - 1. Vuncan Products, Inc.
 - 2. W. R. Meadows, Inc.
 - 3. Or equal.

PART 3 - EXECUTION

3.01 INSPECTION

Contractor and his installer shall examine the substrate and the conditions under which Work is to be performed and notify Engineer of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to Engineer.

3.02 FORM WORK

- A. Form work: Construct so that concrete members and structures are correct size, shape, alignment, elevation and position, complying with ACI 347.
- B. Provide openings in Form work to accommodate Work of other trades. Accurately place and securely support items built into forms.
- C. Clean and adjust forms prior to concrete placement. Apply form release agents or wet forms, as required. Retighten forms during and after concrete placement if required to eliminate mortar leaks.

3.03 REINFORCEMENT, JOINTS, AND EMBEDDED ITEMS

- A. Comply with the applicable recommendations of specified codes and standards, and ACI, Manual No. SP-66, latest edition, for details and methods of reinforcement placement and supports.
- B. Clean reinforcement to remove loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Position, support, and secure reinforcement against displacement during Form work construction or concrete placement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.
 - 1. Place reinforcement to obtain the minimum concrete converges as shown and as specified in ACI 318. Arrange, space, and securely tie bars and bar supports together with 16 gage wire to hold reinforcement accurately in position during concrete placement operations. Set with ties so that twisted ends are directed away from exposed concrete surfaces.
 - 2. Reinforcing steel shall not be secured to forms with wire, nails or other ferrous metal. Metal supports subject to corrosion shall not touch formed or exposed concrete surfaces.

- D. Provide sufficient numbers of supports of strength required to carry reinforcement. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- E. Splices: Provide standard reinforcement splices by lapping ends, placing bars in contact, and tying tightly with wire. Comply with requirements shown for minimum lap of spliced bars.
- F. Install welded wire fabric in as long lengths as practical, lapping at least one mesh.
- G. Concrete shall not be placed until the reinforcing steel is inspected and permission for placing concrete is granted by Engineer. All concrete placed in violation of this provision will be rejected.
- H. Joints: Provide construction, isolation, expansion and contraction joints as indicated or required. Locate construction joints so as to not impair the strength and appearance of the structure. Place isolation and control joints in slabs on ground to stabilize differential settlement and random cracking. Control Joint spacing shall not exceed 15' and shall not exceed an aspect ratio (slab length to width) of 1.25. Contraction joints shall be cut or tooled to a minimum of 25% of the pavement thickness in roadway, parking lot sections. Contraction joints must be tooled in sidewalks unless prior permission to sawcut is asked for and received from Engineer. Typical allowable maximum joint spacing for large paved surfaces such as parking lots, driveways and patios is 10' for slab thickness < 5"; 12.5' for slab thickness < 6"; and 15' for slab thickness of 6" or greater.
- I. Installation of Embedded Items: Set and build into the Work anchorage devices and embedded items required for other Work that is attached to or supported by cast-in-place concrete. Use setting diagrams, templates and instructions provided under other Sections and other contracts for locating and setting. Refer also to Paragraph 1.01.B., Coordination, above.
- J. Waterstops:
 - 1. General:
 - a. Comply with ACI 301, Chapter 6, and as specified below. All joints shall be made in accordance with manufacturer's instructions.
 - b. Obtain Engineer's approval for waterstop locations not shown.
 - c. Provide waterstops in all foundations, tanks and other substructures up to an elevation at least 12 inches above grade or to an elevation at least 12 inches above liquid level in tanks, whichever is higher, except where otherwise shown or noted.
 - 2. Polyvinyl Chloride Waterstop:
 - a. Tie waterstop to reinforcement so that it is securely and rigidly supported in the proper position during concrete placement continuously inspect waterstops during concrete placement to insure their proper positioning.
 - b. Waterstops shall be fused using equipment as supplied by or recommended by the manufacturer.
 - c. Where required, weld polyvinyl chloride waterstop to steel waterstop by gently heating while applying pressure to the two materials. Use a steel

plate and two "C" clamps to apply the pressure and a propane torch to apply the heat. The polyvinyl chloride waterstop shall be clamped between the steel waterstop and the steel plate which is held in place by the two "C" clamps. As heat is applied to the steel waterstop tighten the "C" clamps. Heat for approximately 15 minutes at a temperature just enough to make the polyvinyl chloride "runny" and the weld complete. After cooling remove the "C" clamps and plate. Engineer must approve polyvinyl chloride before embedding in concrete.

3.04 CONCRETE AND PLACEMENT

- A. Proportioning and Design of Mix:
 - 1. Minimum compressive strength at 28 days: 4,000 psi unless otherwise specified
 - 2. Maximum water cement ratio by weight: 0.45.
 - 3. Minimum cement content: 564 pounds per cubic yard.
 - 4. Normal weight: 145 pounds per cubic foot.
 - 5. Use air-entraining admixture in all concrete: Provide not less than 4 percent nor more than 7 percent entrained air for concrete exposed to freezing and thawing, and from 2 percent to 4 percent for other concrete.
 - 6. Calcium Chloride: Do not use calcium chloride in concrete, unless otherwise authorized in writing by ENGINEER. Do not use admixtures containing calcium chloride.
 - 7. If fly ash is used, not more than 15% of the cement may be replaced by fly ash. Fly ash may not be used in concrete slabs to receive a float, trowel, or non-slip finish.
- B. Job-Site Mixing: Use drum type batch machine mixer, mixing not less than 12 minutes for one cubic yard or smaller capacity. Increase mixing time at least 15 seconds for each additional cubic yard or fraction thereof.
- C. Ready-Mixed Concrete: ASTM C 94.
- D. Concrete Placement: Comply with ACI 304, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.
- E. Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into all parts of forms.
- F. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement, and curing.
 - 1. In cold weather comply with ACI 306.
 - 2. In hot weather comply with ACI 305.

3.05 QUALITY OF CONCRETE WORK

- A. Make all concrete solid, compact and smooth, and free of laitance, cracks and cold joints.

- B. Cut out and properly replace to the extent ordered by the Engineer, or repair to the satisfaction of the Engineer, surfaces which contain cracks or voids, are unduly rough, or are in any way defective. Patches or plastering will not be acceptable.
- C. Repair, removal, and replacement of defective concrete as ordered by the Engineer shall be at no additional cost to the Owner.

3.06 CURING

- A. Begin initial curing after placing and finishing concrete as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protection as required to prevent damage to exposed concrete surfaces.
- B. Forms on structural walls shall be left in place for a minimum of 72 hours unless a cylinder breaks indicating the strength of the concrete has reached 75 percent of design strength.
- C. Forms on structural floors and ceiling shall be left in place until a cylinder break indicates the strength of the concrete has reached 85 percent of design strength.

3.07 FINISHES

- A. Finish:
 - 1. After placing concrete slabs, do not work the surface further until ready for floating. Begin floating when the surface water has disappeared or when the concrete has stiffened sufficiently. Use a wood float only. Check and level the surface plane to a tolerance not exceeding 1/4 inch in 10 feet when tested with a 10 foot straightedge placed on the surface at not less than 2 different angles. Cut down high spots and fill all low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat the surface to a uniform, smooth, granular texture.
 - 2. After floating, begin the first trowel finish operation using a trowel. Begin final troweling when the surface produces a ringing sound as the trowel is moved over the surface.
 - 3. Consolidate the concrete surface by the final hand troweling operation. Finish shall be free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8 inch in 10 feet when tested with a 10 foot straight edge. Grind smooth surface defects.
 - 4. Use trowel finish for the following: Interior exposed slabs unless otherwise shown or specified.
 - 5. Apply non-slip broom finish to exterior concrete slab and elsewhere as shown on the Drawings.

3.08 GROUT PLACEMENT

- A. General:

1. Place grout as shown and in accordance with manufacturer's instructing. If manufacturer's instructions conflict with the Specifications do not proceed until Engineer provides clarification.
2. Drypacking will not be permitted.
3. Manufacturer's of proprietary products shall make available upon 72 hours notification the services of a qualified, full-time employee to aid in assuring proper use of the product under job conditions.
4. Placing grout shall conform to the temperature and weather limitations described in Article 3.04 above.

--END OF SECTION 03300--

SECTION 03345
CONCRETE FINISHING FOR PAVEMENTS AND SIDEWALKS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Except as may be modified herein or otherwise directed by the Engineer, comply with ACI.

1.03 SUBMITTALS

- A. Comply with pertinent provisions of Sections 01300 & 01340.
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.04 PRODUCT HANDLING

Comply with pertinent provisions of Section 01600.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General
 - 1. Carefully study the Drawings and these Specifications, and determine the location, extent, and type of required concrete finishes.
 - 2. As required for the Work, provide the following materials, or equals approved in advance by the Engineer.
- B. Concrete materials: Comply with pertinent provision of Section 03300, except as may be modified herein.
- C. Liquid bonding agent: "Weld-Crete" manufactured by the Larsen Products Corporation.
- D. Curing and protection paper:
 - 1. Approved products:
 - a. "Sisalkraft, Orange Label";

- b. Equal products complying with ASTM C171.
 - 2. Where concrete will be exposed and will be subjected to abrasion, such as floor slabs, use non-staining paper such as ASisalkraft®, ASeekure 896®, or equal paper faced with polyethylene film.
- E. Liquid curing agents:
 - 1. Where application of specified finish materials will be inhibited by use of curing agents, cure the surface by water only; do not use chemical cure.
 - 2. For curing other areas, use "Hunt TLF" manufactured by Hunt Process Company, Inc.

2.02 OTHER MATERIALS

Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. General:
 - 1. After removal of forms, give the concrete surfaces one or more of the finishes specified below where so indicated on the Drawings.
 - 2. Revise the finishes as needed to secure the approval of the Engineer.
- B. As-cast finish:
 - 1. Rough form finish:
 - a. Leave surfaces with the texture imparted by forms, except patch tie holes and defects.
 - b. Remove fins exceeding 1/4" in height.
 - 2. Smooth form finish:
 - a. Coordinate as necessary to secure form construction using smooth, hard, uniform surfaces, with number of seams kept to a practical minimum and in a uniform and orderly pattern.
 - b. Patch tie holes and defects.
 - c. Remove fins completely.
- C. Rubbed finishes:
 - 1. Provide these finishes only where specifically called for, and then only on a "smooth form finish" base as described above.
 - 2. Smooth rubbed finish:

- a. Produce on newly hardened concrete no later than the day following form removal.
 - b. Wet the surfaces and rub with carborundum brick or other abrasive until uniform color and texture are produced.
 - c. Do not use a cement grout other than the cement paste drawn from the concrete itself by the rubbing process.
- 3. Grout cleaned finish:
 - a. Do not start cleaning operations until all contiguous surfaces to be cleaned are completed and accessible.
 - b. Do not permit cleaning as the work progresses.
 - c. Mix one part portland cement and 1-1/2 parts fine sand with sufficient water to produce a grout having the consistency of thick paint.
 - d. Substitute white Portland cement for part of the gray Portland cement as required to produce a color matching the color of surrounding concrete, as determined by a trial patch.
 - e. Wet the surface of the concrete sufficiently to prevent absorption of water from the grout and apply the grout uniformly with brushes or spray gun.
 - f. Immediately after applying the grout, scrub the surface vigorously with a cork float or stone to coat the surface and fill all air bubbles and holes.
 - g. While the grout is still plastic, remove all excess grout by working the surface with a rubber float, sack, or other means.
 - h. After the surface whites from drying (about 30 minutes at normal temperatures), rub vigorously with clean burlap.
 - i. Keep the surface damp for at least 36 hours after final rubbing.
- D. Unspecified finish: If the finish of formed surfaces is not specifically called out elsewhere in the Contract Documents, provide the following finishes as applicable.
 - 1. Rough form finish:
 - a. For all concrete surfaces not exposed to public view.
 - 2. Smooth form finish:
 - a. For all concrete surfaces exposed to public view.

3.03 CURING AND PROTECTION

- A. Beginning immediately after placement, protect concrete from premature drying, excessively hot and cold temperatures, and mechanical injury.
- B. Preservation of moisture:

1. Unless otherwise directed by the Engineer, apply one of the following procedures to concrete not in contact with forms immediately after completion of placement and finishing.
 - a. Ponding or continuous sprinkling;
 - b. Application of absorptive mats or fabric kept continuously wet;
 - c. Application of sand kept continuously wet;
 - d. Continuous application of steam (not exceeding 150EF) or mist spray;
 - e. Application of waterproof sheet materials specified in Part 2 of this Section;
 - f. Application of other moisture-retaining covering as approved by the Engineer;
 - g. Application of the curing agent specified in Part 2 of this Section or elsewhere in the Contract Documents.
 2. Where forms are exposed to the sun, minimize moisture loss by keeping the forms wet until they can be removed safely.
 3. Cure concrete by preserving moisture as specified above for at least seven (7) days.
- C. Temperature, wind, and humidity:
1. Cold weather:
 - a. When the mean daily temperature outdoors is less than 40F, maintain the temperature of the concrete between 50F and 70F for the required curing period.
 - b. When necessary, provide proper and adequate heating system capable of maintaining the required heat without injury due to concentration of heat.
 - c. Do not use combustion heaters during the first 24 hours unless precautions are taken to prevent exposure of the concrete to exhaust gases which contain carbon dioxide.
 2. Hot weather: When necessary, provide wind breaks, fog spraying, shading, sprinkling, ponding, or wet covering with a light colored material, applying as quickly as concrete hardening and finishing operations will allow.
 3. Rate of temperature change: Keep the temperature of the air immediately adjacent to the concrete during and immediately following the curing period as uniform as possible and not exceeding a change of 5EF in any one hour period, or 50EF in any 24 hour period.
- D. Protection from mechanical injury:
1. During the curing period, protect the concrete from damaging mechanical disturbances such as heavy shock, load stresses, and excessive vibration.

2. Protect finished concrete surfaces from damage from construction equipment, materials, and methods, by application of curing procedures, and by rain and running water.
3. Do not load self-supporting structures in such a way as to overstress the concrete.

-- END OF SECTION 03345--



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 25, 2025

RE: **Budget Amendment**
Old Agency Ditch Improvements Project

The Public Works Department requests that the Mayor and Board of Aldermen amend the budget by transferring \$371,976 from 001-201-691 to 001-201-760 so the project can be funded from the 700 Series. There is no impact to the General Fund with this request. Thank you for your consideration of this matter.

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



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 25, 2025

RE: **Declare Sole Source and Authority to Purchase**
CC Lynch & Associates, Inc.
Quote# 00019899

We respectfully request the Mayor and Board of Aldermen authorize CC Lynch & Associates, Inc. as the sole source vendor for purchase Teledyne ISCO products. CC Lynch & Associates, Inc. is the only authorized representative of Teledyne ISCO equipment for our region. These products are used at all of our wastewater metering station sites throughout the City of Ridgeland and the East Madison County Sewer District which include flow monitoring equipment, operation software, data hosting servers, and communication equipment.

We are requesting your sole source approval for purchasing the equipment quoted in the attachment from CC Lynch & Associates, Inc. in order to replace miscellaneous stock items in spare inventory that were previously used for maintenance. This expense is budgeted in the EMCSDS fund in account no. 404-650-575, EMCSDS Operation & Maintenance Materials. Thank you for your consideration of this matter.

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QUOTATION

Bill To Name City of Ridgeland
Billing Address PO Box 217
Ridgeland, MS 39158
Shipping Company City of Ridgeland
Name
Ship To 240 West School Street
Ridgeland, MS 39157
A/P Email Address renee.buckner@ridgelandms.org
Sales Tax Status Tax Exempt Entity
Credit Terms Net 30 Days
Shipping Terms F.O.B.: Origin PP&A

Quote # 00019899 V1
Date 6/24/2025
CCLYNCH Vendor #01-03297
Prepared By Trey Campbell
Email trey@cclynch.com
Est. Shipment 3-4 Weeks ARO
Contact Name Alan Hart
Email alan.hart@ridgelandms.org

ISCO 350EX Replacement AV Sensors (3)

Quantity	Manufacturer	Part Number	Description	Sales Price	Total Price
3.00	Isco	604854010	TIENet? 350 Ex Area Velocity sensor. 10 ft (3.0 m) measurement range with 32 ft (10 m) cable. Includes one TIENet cord grip fitting (209-0073-12) for watertight sensor cable connection to the Signature® meter in non-conduit applications. The Signature meter must have a desiccator installed for proper operation. Order 604304092 if needed. Suitable for monitoring flows in Group II, Category 2 Zone 1, Gas Group IIB hazardous areas when connected to the Signature through the 60-4364-112 TIENet barrier	\$2,450.00	\$7,350.00

Please address order to:

CC LYNCH & ASSOCIATES, INC.
P.O. Box 836 Pass Christian, MS 39571

800-333-2252 228-452-2563 fax
email: info@cclynch.com

Subtotal \$7,350.00
Shipping Charges \$229.00
Grand Total \$7,579.00

Important:

- **Payment Terms** are **NET 30** unless otherwise negotiated.
- For **Credit Card Payment**, add +3.75% transaction fee.

- **Sales Tax** is not normally quoted due to State & Local variability. If you require Sales Tax to be included in this quotation, please contact us.
- If your organization is a **tax-exempt entity**, please email or fax your tax-exempt certificate to **admin@cclynch.com** or fax to (228) 452-2563. Tax rates will be based on delivery address of the order.

Terms & Conditions

1. OFFERS. Unless stated otherwise in writing by Seller, all Offers made by Seller shall be valid for a period of no-less-than thirty (30) days from the date of such Offer. Unless accepted by Buyer within the Offer validity period, Seller reserves the right to withdraw and/or revise its Offer. The prices offered by Seller apply only to the specific quantities, specifications, delivery schedules, and terms and conditions set forth in Seller's Offer.

2. ACCEPTANCE. The terms and conditions herein apply to all Offers made by Seller, and all Orders accepted by Seller. Acceptance of Buyer's Order, and any changes or amendments thereto, is strictly conditioned upon Buyer's assent to Seller's terms and conditions. Unless otherwise agreed upon in writing by a duly authorized representative of Seller, Seller objects to, and is not bound by, any terms or conditions that differ from, add to, or modify the terms and conditions herein. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer, including, but not limited to, Buyer's Order and any changes or amendments thereto, does not waive any of the terms and conditions specified herein. Seller's acceptance of Buyer's Order or Buyer's receipt of Goods, whichever occurs first, shall conclusively evidence Buyer's unconditional acceptance of these terms and conditions. The terms and conditions herein shall be

applicable whether or not they are attached to or enclosed with Goods and/or Services sold or to be sold hereunder.

3. PRICES. Unless otherwise agreed in writing by a duly authorized representative of Seller, all prices are stated in United States Dollars, and all invoices issued by Seller and payments made by Buyer shall be in United States Dollars. A minimum Order amount of \$50.00 applies to all Orders.

4. PAYMENT TERMS. Subject to Seller approval of Buyer's credit, payment terms for Orders are net thirty (30) days from date of Seller's invoice. All amounts due to Seller but not paid by Buyer on the due date bear interest payable at a rate equal to the lesser of (a) one and one-half percent (1.5%) of the outstanding balance per month, or (b) the maximum interest rate permitted under applicable law. Interest accrues on past due amounts as of the date on which such amounts become due until the date Seller receives payment from Buyer. Buyer shall also be liable to Seller for any expenses incidental to collection of past due amounts, including reasonable attorneys' fees and court costs.

5. TAXES. The amount of any present or future sales, use, excise, import duty, or other tax applicable to the manufacture, sale, or lease of Goods shall be added to Seller's invoice and shall be paid by Buyer, unless Buyer provides Seller a valid tax exemption certificate acceptable to the applicable taxing authority.

6. SHIPPING TERMS, TITLE, AND RISK OF LOSS. Unless shown to be otherwise on the face of this Quotation, all domestic shipments shall be delivered F.O.B. Origin shipping dock in accordance with UCC. Buyer agrees to remit payment to Seller for actual transportation charges or standard shipping and handling charges per Seller's pre-determined standard fee structures, whichever applies.

7. LIMITED WARRANTY. Seller provides Goods that include a Limited Warranty by the Manufacturer. The specific warranty for a given Good is the one in effect on date of shipment. This warranty does not apply to any Goods that, upon examination by Seller, are found to have been (a) mishandled, misused, abused, or damaged by Buyer or Buyer's customer, (b) altered or repaired without Seller's prior written approval, or (c) improperly stored, installed, operated, or maintained in a manner inconsistent with Seller's instructions. Limited warranties do not apply to defects attributed to normal wear and tear. See specific warranty statements from the manufacturers Goods provided herein.

8. GOVERNING LAW AND VENUE. The performance of the Parties, and any judicial or arbitration proceedings, shall be construed and governed in accordance with the laws of the State of Mississippi, United States of America, excepting its laws and rules relating to conflict of law.

May 15, 2025

Attention: To Whom It May Concern

Subject: Sole Source Letter

This is to certify that Teledyne ISCO, a business unit of Teledyne Instruments, Inc. is the sole manufacturer of Teledyne ISCO and QCEC automatic water/wastewater sampling and flow monitoring equipment. These items include but are not limited to flowmeters, samplers, rain gauges, connecting cables, and associated hardware, as well as operational and flow management software. Equipment and parts can be obtained either directly from Teledyne ISCO or through our local representative, C.C. Lynch & Associates, Inc.

C.C. Lynch & Associates, Inc., with offices located at 300 Davis Avenue, Pass Christian, Mississippi 39571, is the authorized exclusive Teledyne ISCO Sales Representative and Distributor for the following territory:

- Alabama.
- Mississippi.
- Louisiana.
- Florida including the counties of:
 - Gulf, Calhoun, Jackson, Bay, Washington, Holmes, Walton, Okaloosa, Santa Rosa, and Escambia.
- Texas south of and including the counties of:
 - Bailey, Lamb, Hale, Floyd, Motley, Cottle, and Hardeman.

This letter is valid until May 13, 2026.

Best Regards,



Sonja Zehl
Senior Contracts Manager
Teledyne ISCO, a business unit of Teledyne Instruments, Inc.



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Alan Hart, PLA, Director of Public Works

DATE: June 25, 2025

RE: **CE&I Invoice No. 44333**
Waggoner, Inc.
Highland Colony Parkway Tank and Well
MDEQ Agreement No. 64-1-DW-5.15
EPA STAG Grant Number: 03D24224
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$15,103.75.00** to Waggoner, Inc. for work completed on the referenced project during the period of April 26 – May 23, 2025.

This payment will be reimbursed through the 50/50 combination of ARPA-SLFRF Funds and State MCWI Grant Funds designated for the Highland Colony Parkway Tank and Well, MDEQ Agreement No. 64-1-DW-5.15 and through an 80/20 combination of EPA STAG Grant Agreement No. 03D24224 and local funds previously budgeted.

Upon your approval, we will submit for reimbursement. Thank you for your consideration of our request. Please contact me if you have any questions.

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
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P.O. Box 12227
Jackson, MS 39236-2227
(601) 355-9526 Office
(601) 352-3945 Fax
www.waggonereng.com

City of Ridgeland
P. O. Box 217
Ridgeland, MS 39158

June 5, 2025
Project No: 101.0021259.002
Invoice No: 44333

HIGHLAND COLONY TANK & WELL

Professional Services from April 26, 2025 to May 23, 2025

Phase	0001	Design Phase
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Task	0001	Water Supply Well
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Fee

Total Fee	192,500.00		
Percent Complete	100.00	Total Earned	192,500.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	0002	Elevated Water Storage Tank
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Fee

Total Fee	192,500.00		
Percent Complete	100.00	Total Earned	192,500.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00
		Total this Phase	0.00

Phase	0002	Special Services
-------	------	------------------

Task	0001	Topographic Surveying
------	------	-----------------------

Fee

Total Fee	4,700.00		
Percent Complete	100.00	Total Earned	4,700.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	0002	Boundary Surveying
------	------	--------------------

Fee

Total Fee	6,400.00		
Percent Complete	100.00	Total Earned	6,400.00

Project	101.0021259.002	Highland Colony Tank & Well	Invoice	44333
Current Fee Billing			0.00	
Total Fee				0.00
Total this Task				0.00

Task	0003	Geotechnical Engineering		
Fee				
Total Fee		7,900.00		
Percent Complete		100.00	Total Earned	7,900.00
			Current Fee Billing	0.00
Total Fee				0.00
Total this Task				0.00
Total this Phase				0.00

Phase	0003	Bidding & Contracting Phase Services		

Task	0001	Water Supply Well		
Fee				
Total Fee		7,500.00		
Percent Complete		100.00	Total Earned	7,500.00
			Current Fee Billing	0.00
Total Fee				0.00
Total this Task				0.00

Task	0002	Elevated Water Storage Tank		
Fee				
Total Fee		7,500.00		
Percent Complete		100.00	Total Earned	7,500.00
			Current Fee Billing	0.00
Total Fee				0.00
Total this Task				0.00
Total this Phase				0.00

Phase	0004	Construction Phase Services		

Task	0001	Water Supply Well		
Fee				
Total Fee		192,000.00		
Percent Complete		24.53	Total Earned	47,097.60
			Current Fee Billing	15,103.75
Total Fee				15,103.75
Total this Task				\$15,103.75

Task	0002	Elevated Water Storage Tank		
Fee				
Total Fee		192,000.00		
Percent Complete		16.67	Total Earned	32,006.40
			Current Fee Billing	0.00

Project	101.0021259.002	Highland Colony Tank & Well	Invoice	44333
Total Fee				0.00
			Total this Task	0.00
			Total this Phase	\$15,103.75
Phase	0005	Additional Services	Total this Phase	0.00
			Total this Invoice	\$15,103.75



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Alan Hart, PLA, Director of Public Works

DATE: June 25, 2025

RE: **CE&I Invoice Nos. 44343 and 44385**
Waggoner, Inc.
Purple Creek Drainage Basin Improvements
MDEQ Agreement No. 600-2-SW-5.6
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$34,640.00** for Invoice 44343 and **\$54,468.40** for Invoice 44385 to Waggoner, Inc. for work completed on the referenced project during the period of April 26 – June 27, 2025.

This payment will be reimbursed through the 50/50 combination of ARPA-SLFRF Funds and State MCWI Grant Funds designated for the Purple Creek Basin Drainage Improvements, MDEQ Agreement No. 600-2-SW-5.6.

Upon your approval, we will submit for reimbursement. Thank you for your consideration of our request. Please contact me if you have any questions.

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

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P.O. Box 12227
Jackson, MS 39236-2227
(601) 355-9526 Office
(601) 352-3945 Fax
www.waggonereng.com

City of Ridgeland
P. O. Box 217
Ridgeland, MS 39158

June 6, 2025
Project No: 101.2400186.000
Invoice No: 44343

Project 101.2400186.000 Purple Creek Flood Restoration & Mitigat

Professional Services from April 26, 2025 to May 23, 2025

Phase 0001 Design Phase Services

Fee

Total Fee 234,000.00

Percent Complete	14.0748	Total Earned	32,935.00
		Previous Fee Billing	0.00
		Current Fee Billing	32,935.00

Total Fee 32,935.00

Total this Phase \$32,935.00

Phase 0002 Special Services

Total this Phase 0.00

Phase 0003 Bidding, Contracting & Construction Phase Services

Fee

Total Fee 240,000.00

Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00

Total Fee 0.00

Total this Phase 0.00

Phase 0004 Additional Services

Professional Personnel

	Hours	Rate	Amount
TECHNICIAN III	11.00	155.00	1,705.00
Totals	11.00		1,705.00

Total Labor 1,705.00

Total this Phase \$1,705.00

Total this Invoice \$34,640.00

Billings to Date

	Current	Prior	Total
Fee	32,935.00	0.00	32,935.00

Project	101.2400186.000	Purple Creek Flood Restoration & Mitigat			Invoice	44343
Labor		1,705.00	0.00	1,705.00		
Totals		34,640.00	0.00	34,640.00		

Billing Backup

Friday, June 6, 2025

Waggoner Engineering, Inc.

Invoice 44343 Dated 6/6/2025

10:07:48 AM

Project	101.2400186.000	Purple Creek Flood Restoration & Mitigat
Phase	0001	Design Phase Services

Fee	32,935.00
-----	-----------

Professional Personnel

		Hours
PROGRAM MANAGER		
48 - Stowers, John	3/31/2025	2.00
48 - Stowers, John	4/1/2025	1.00
48 - Stowers, John	4/8/2025	1.00
48 - Stowers, John	4/28/2025	1.00
48 - Stowers, John	4/30/2025	1.00
48 - Stowers, John	5/14/2025	.50
48 - Stowers, John	5/20/2025	1.00
48 - Stowers, John	5/21/2025	1.00
48 - Stowers, John	5/23/2025	1.00
PROJECT MANAGER II		
52 - Overby, Alex	4/28/2025	1.00
ENGINEER II		
163 - Dupuy, Nicholas	5/6/2025	6.00
163 - Dupuy, Nicholas	5/7/2025	8.00
163 - Dupuy, Nicholas	5/8/2025	4.00
163 - Dupuy, Nicholas	5/9/2025	4.00
163 - Dupuy, Nicholas	5/13/2025	6.00
163 - Dupuy, Nicholas	5/15/2025	8.00
163 - Dupuy, Nicholas	5/19/2025	4.00
163 - Dupuy, Nicholas	5/20/2025	6.00
163 - Dupuy, Nicholas	5/21/2025	8.00
163 - Dupuy, Nicholas	5/22/2025	4.00
163 - Dupuy, Nicholas	5/23/2025	4.00
ENGINEER III		
164 - Johnson, Richard	4/28/2025	1.00
164 - Johnson, Richard	5/2/2025	4.00
164 - Johnson, Richard	5/5/2025	8.00
164 - Johnson, Richard	5/6/2025	7.00
164 - Johnson, Richard	5/7/2025	6.00
164 - Johnson, Richard	5/8/2025	6.00
164 - Johnson, Richard	5/9/2025	6.00
164 - Johnson, Richard	5/12/2025	6.00
164 - Johnson, Richard	5/13/2025	6.00
164 - Johnson, Richard	5/15/2025	6.00
164 - Johnson, Richard	5/16/2025	5.00
164 - Johnson, Richard	5/19/2025	7.00
164 - Johnson, Richard	5/20/2025	6.00
164 - Johnson, Richard	5/21/2025	4.00
SPECIALIST I		
75 - Page, Kenneth	5/6/2025	8.00
75 - Page, Kenneth	5/7/2025	8.00
75 - Page, Kenneth	5/8/2025	8.00
75 - Page, Kenneth	5/20/2025	8.00

Project	101.2400186.000	Purple Creek Flood Restoration & Mitigat	Invoice	44343
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75 - Page, Kenneth 5/21/2025 8.00

Totals 190.50

Total Labor

Total this Phase \$32,935.00

Phase 0004 Additional Services

Professional Personnel

		Hours	Rate	Amount	
TECHNICIAN III					
92 - Hooks, Robert	4/29/2025	2.00	155.00	310.00	
92 - Hooks, Robert	4/30/2025	2.00	155.00	310.00	
92 - Hooks, Robert	5/1/2025	2.00	155.00	310.00	
92 - Hooks, Robert	5/2/2025	5.00	155.00	775.00	
Totals		11.00		1,705.00	
Total Labor					1,705.00

Total this Phase \$1,705.00

Total this Project \$34,640.00

Total this Report \$34,640.00



P.O. Box 12227
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(601) 355-9526 Office
(601) 352-3945 Fax
www.waggonereng.com

City of Ridgeland
P. O. Box 217
Ridgeland, MS 39158

June 11, 2025
Project No: 101.0023088.000
Invoice No: 44385

City of Ridgeland - Purple Creek Basin Drainage Improvements

Professional Services from May 24, 2025 to June 27, 2025

Phase	0001	Freedom Ridge Design Phase Services
-------	------	-------------------------------------

Task	0001	H&H Modeling & Conceptual Design
------	------	----------------------------------

Fee	
Total Fee	143,500.00
Percent Complete	100.00
Total Earned	143,500.00
Current Fee Billing	0.00
Total Fee	0.00
Total this Task	0.00

Task	0002	Preliminary Design
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Fee	
Total Fee	94,500.00
Percent Complete	100.00
Total Earned	94,500.00
Current Fee Billing	0.00
Total Fee	0.00
Total this Task	0.00

Task	0003	Final Design
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Fee	
Total Fee	113,000.00
Percent Complete	100.00
Total Earned	113,000.00
Current Fee Billing	0.00
Total Fee	0.00
Total this Task	0.00

Task	0004	Bidding & Contracting, & Construction Phase Services
------	------	--

Fee	
Total Fee	228,000.00
Percent Complete	50.00
Total Earned	114,000.00
Current Fee Billing	54,218.40
Total Fee	54,218.40

Project	101.0023088.000	COR Purple Creek Basin Drainage Imprv		Invoice	44385
				Total this Task	\$54,218.40
				Total this Phase	\$54,218.40
Phase	0002	Purple Creek Design Phase Services			
Task	0001	H&H Modeling & Conceptual Design			
Fee					
Total Fee		6,000.00			
Percent Complete		100.00	Total Earned	6,000.00	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Task		0.00
Task	0002	Preliminary Design			
Fee					
Total Fee		16,500.00			
Percent Complete		100.00	Total Earned	16,500.00	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Task		0.00
Task	0003	Final Design			
Fee					
Total Fee		26,000.00			
Percent Complete		100.00	Total Earned	26,000.00	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Task		0.00
Task	0004	Bidding & Contracting, & Construction Phase Services			
Fee					
Total Fee		79,500.00			
Percent Complete		48.01	Total Earned	38,167.95	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Task		0.00
			Total this Phase		0.00
Phase	0003	Freedom Ridge Special Services			
Task	0001	Topographic Surveying			
Fee					
Total Fee		21,500.00			
Percent Complete		100.00	Total Earned	21,500.00	
			Current Fee Billing	0.00	
			Total Fee		0.00

Project	101.0023088.000	COR Purple Creek Basin Drainage Imprv	Invoice	44385
Total this Task				0.00
Task	0003	Permitting		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	25,000.00	25,000.00
Limit				25,000.00
Total this Task				0.00
Total this Phase				0.00
Phase	0004	Purple Creek Special Services		
Task	0001	Topographic surveying		
Fee				
Total Fee		8,000.00		
Percent Complete		100.00	Total Earned	8,000.00
			Current Fee Billing	0.00
Total Fee				0.00
Total this Task				0.00
Task	0002	Permitting		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	3,500.00	3,500.00
Limit				3,500.00
Total this Task				0.00
Task	0003	Right of Way Acquisition Services		
Professional Personnel				
		Hours	Rate	Amount
SR DISCIPLINE MANAGER		1.00	250.00	250.00
Totals		1.00		250.00
Total Labor				250.00
Billing Limits		Current	Prior	To-Date
Total Billings		250.00	33,247.75	33,497.75
Limit				39,770.00
Remaining				6,272.25
Total this Task				\$250.00
Total this Phase				\$250.00
Total this Invoice				\$54,468.40
Outstanding Invoices				
Number	Date	Balance		
44231	5/20/2025	20,564.25		
Total		20,564.25		



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Alan Hart, PLA, Director of Public Works

DATE: May 28, 2025

RE: **CONTRACTOR PAY ESTIMATE NO. 5**
Hemphill Construction Company, Inc.
Purple Creek Drainage Basin Improvements
MDEQ Agreement No. 600-2-SW-5.6
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$472,399.56** to Hemphill Construction Company, Inc. for work completed on the referenced project during the period of May 1 – May 31, 2025. Through this pay period, the Contractor has completed 23.98% of the work on the project.

This payment will be reimbursed through the 50/50 combination of ARPA-SLFRF Funds and State MCWI Grant Funds designated for the Purple Creek Basin Drainage Improvements, MDEQ Agreement No. 600-2-SW-5.6.

Upon your approval, the Mayor will need to sign where indicated on the pay estimate cover sheet, and the executed Pay Estimate No. 5 Package will be submitted to the State MCWI portal for reimbursement.

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

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



143-A LeFleurs Square | Jackson, MS 39211
601 355-9526 OFFICE | 601 352-3945 FAX
WAGGONERENG.COM

June 12, 2025

Alan Hart, P.L.A.
Public Works Director
City of Ridgeland
100 West School Street
Ridgeland, MS 39157

RE: **CONSTRUCTION PAYMENT REQUEST- No. Five**
Purple Creek Drainage Basin Improvements
WEI #23088

Dear Mr. Hart:

Transmitted, for your review and approval, is Hemphill Construction Co., Inc. Pay Request No. 4 for the referenced project. The estimate for the work period May 1, 2025 to May 31, 2025, in the amount of \$472,399.56 has been verified and is ready for further processing.

Should you have any questions or require additional information, please contact us. Thank you for this opportunity to be of service.

Sincerely,

John Stowers, P.E.
Project Manager

JS/jm

Attachment

cc: Hayden Overby, P.E., Water Market Lead, Waggoner Engineering Inc.
Paul Foley, P.E., Dir. of Transportation & Field Support Services, Waggoner Engineering Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H24194-05

To City of Ridgeland
Customer: 304 Highway 51
Ridgeland, MS 39157

Project H24194- Purple Creek Drainage Basin
Improvements

Via Engineer Waggoner Engineering
143A LeFleurs Square
Jackson, MS 39211

Application No. JB App #5
Period From: 5/1/2025
Period To: 5/31/2025

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor
☐
☐

From Contracto Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner: City of Ridgeland, MS
100 W. School Street
Ridgeland, MS 39157

External WEI#0023088.000
Contract No.
Contract Date: 10/15/2024

Application Date: 6/10/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$4,691,552.40
2. Net Change By Change Order	-\$103,250.00
3. Contract Sum To Date	\$4,588,302.40
4. Work Completed To Date	\$1,542,636.15
5. Stored Materials Inventory	\$129,163.76
6. Total Completed and Stored To Date	\$1,671,799.91
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$0.00
c. Retainage on Work Completed to Date 5.00 %	\$77,131.81
d. Retainage on Stored Materials Inventory 5.00 %	\$6,458.19
e. Total Calculated Retainage	\$83,590.00
f. Total Retainage To Be Withheld	\$83,590.00
8. Total Earned Less Retainage	\$1,588,209.91
9. Less Previous Certificates For Payments	\$1,115,810.35
10. Current Payment Due	\$472,399.56
11. Balance to Finish, Plus Retainage.	\$3,000,092.49

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$103,250.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$103,250.00
Net Changes By Change Order	-\$103,250.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By: [Signature] Date: 6/10/2025

State of: Mississippi County of: Simpson

Subscribed and sworn to before me this 10th day of June 2025

Notary Public: [Signature]

My Commission expires: January 29, 2028



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$472,399.56

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

OWNER:

By: [Signature] Date: 6/12/25 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Job Name: Purple Creek Drainage Basin Improvements
Description: Install Drainage Basin, Box Culverts, and Nature Trail
Location: Ridgeland, Ms - Rankin Co.
Engineer: Waggoner/Garver/Alta

Name and Address of Contractor:
HEMPHILL CONSTRUCTION COMPANY, INC.
P.O. DRAWER 879
FLORENCE, MS 39073

PROJECT # : WEI # 101.2300294.000



Periodic Estimate No. : 5 May 1, 2025 thru May 31, 2025

Item No.	Description of Item	Quant.	Unit	Cost Per		Previous Estimate	Quantity This Period	Quantity to Date	Previous Total	Current Total	Total Cost	% Complete	Cost of Uncompleted Work	% Uncomp.
				Unit	Total Cost									
Purple Creek Drainage Basin Improvements														
201-A001	CLEARING AND GRUBBING (APPROX. 6.63 ACRES)	1	LS	\$165,000.00	\$165,000.00	100.00%	0.00%	100.00%	\$165,000.00	\$0.00	\$165,000.00	100.00%	\$0.00	0.00%
202-B207	REMOVAL OF RIPRAP	115	SY	\$33.00	\$3,795.00	0.00	115.00	115.00	\$0.00	\$3,795.00	\$3,795.00	100.00%	\$0.00	0.00%
203-EX022	BORROW EXCAVATION, AH, LVM, CLASS B1	350	CY	\$40.00	\$14,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,000.00	100.00%
203-ALS1	MUCK EXCAVATION, FM	250	CY	\$35.00	\$8,750.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,750.00	100.00%
203-F002	CHANNEL EXCAVATION, LVM	94		\$25.00	\$2,350.00	206.67	0.00	206.67	\$5,166.75	\$0.00	\$5,166.75	219.86%	-\$2,816.75	-119.86%
203-G001	EXCESS EXCAVATION, FM, AH	48000	CY	\$14.00	\$672,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$672,000.00	100.00%
206-B001	SELECT MATERIAL FOR UNDERCUTS, CONTRACTOR FURNISHED, FM	280	CY	\$20.00	\$5,600.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,600.00	100.00%
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	250	CY	\$20.00	\$5,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	100.00%
216-A001	SOLID SOD	1000	SY	\$10.00	\$10,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	100.00%
228-A002	EROSION CONTROL BLANKET	783	SY	\$8.00	\$6,264.00	475.00	0.00	475.00	\$3,800.00	\$0.00	\$3,800.00	60.66%	\$2,464.00	39.34%
234-A001	TEMPORARY SILT FENCE	3560	LF	\$7.50	\$26,700.00	3000.00	0.00	3,000.00	\$22,500.00	\$0.00	\$22,500.00	84.27%	\$4,200.00	15.73%
234-F001	TURBIDITY BARRIER	100	LF	\$25.00	\$2,500.00	100.00	0.00	100.00	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00	0.00%
237-A002	WATTLES, 20"	700	LF	\$10.00	\$7,000.00	60.00	130.00	190.00	\$600.00	\$1,300.00	\$1,900.00	27.14%	\$5,100.00	72.86%
304-D001	GRANULAR MATERIAL, SIZE 57	62	TON	\$120.00	\$7,440.00	95.55	0.00	95.55	\$11,466.00	\$0.00	\$11,466.00	154.11%	-\$4,026.00	-54.11%
304-DD01	GRANULAR MATERIAL	13	CY	\$200.00	\$2,600.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,600.00	100.00%
618-A001	MAINTENANCE OF TRAFFIC	1	LS	\$25,000.00	\$25,000.00	25.00%	10.00%	35.00%	\$6,250.00	\$2,500.00	\$8,750.00	35.00%	\$16,250.00	65.00%
620-A001	MOBILIZATION	1	LS	\$600,000.00	\$600,000.00	50.00%	40.00%	90.00%	\$300,000.00	\$240,000.00	\$540,000.00	90.00%	\$60,000.00	10.00%
815-A002	LOOSE RIP RAP, SIZE 100	185	TON	\$130.00	\$24,050.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,050.00	100.00%
815-A006	LOOSE RIP RAP, SIZE 200	426	TON	\$130.00	\$55,380.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,380.00	100.00%
815-A007	LOOSE RIPRAP, SIZE 300	1350	TON	\$130.00	\$175,500.00	1,006.43	200.00	1,206.43	\$130,835.90	\$26,000.00	\$156,835.90	89.37%	\$18,664.10	10.63%
815-A999	LOOSE RIP RAP, SIZE 400	450	TON	\$130.00	\$58,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$58,500.00	100.00%
815-E001	GEOTEXTILE UNDER RIPRAP	2280	SY	\$4.75	\$10,830.00	1,673.12	745.00	2,418.12	\$7,947.32	\$3,538.75	\$11,486.07	106.06%	-\$656.07	-6.06%
819-A001	GABION STONE	530	CY	\$180.00	\$95,400.00	236.43	0.00	236.43	\$42,557.40	\$0.00	\$42,557.40	44.61%	\$52,842.60	55.39%
907-805-A	REINFORCEMENT STEEL (206.49 lbs/ft x 27")	8000	LB	\$1.65	\$13,200.00	5,575.23	0.00	5,575.23	\$9,199.13	\$0.00	\$9,199.13	69.69%	\$4,000.87	30.31%
907-804-B	BOX BRIDE CONCRETE, CLASS B (1.6225 cy/ft x 27")	80	CY	\$3,850.00	\$308,000.00	43.81	0.00	43.81	\$168,668.50	\$0.00	\$168,668.50	54.76%	\$139,331.50	45.24%
907-819-A001	GABION BASKETS	483	SY	\$230.00	\$111,090.00	482.34	0.00	482.34	\$110,938.20	\$0.00	\$110,938.20	99.86%	\$151.80	0.14%
907-815-E001	GEOTEXTILE UNDER GABION	521	SY	\$5.00	\$2,605.00	592.22	0.00	592.22	\$2,961.10	\$0.00	\$2,961.10	113.67%	-\$356.10	-13.67%
Total Purple Creek Drainage Basin Improvements - BASE BID AMOUNT =					\$2,418,554.00	40.95%	11.46%	52.41%	\$990,390.30	\$277,133.75	\$1,267,524.05	52.41%	\$1,151,029.95	47.59%
Freedom Ridge Nature Trail														
201-A001-001	CLEARING AND GRUBBING	1	LS	\$38,500.00	\$38,500.00	100.00%	0.00%	100.00%	\$38,500.00	\$0.00	\$38,500.00	100.00%	\$0.00	0.00%
202-B247	REMOVAL OF TREES GREATER THAN 20"	22	EA	\$650.00	\$14,300.00	27.00	0.00	27.00	\$17,550.00	\$0.00	\$17,550.00	122.73%	-\$3,250.00	-22.73%
203-A001	UNCLASSIFIED EXCAVATION, AH, FM (808.89 Walking Trails)	200	CY	\$10.00	\$2,000.00	643.09	808.89	1451.98	\$6,430.90	\$8,088.90	\$14,519.80	725.99%	-\$12,519.80	-825.99%
203-EX022-001	BORROW EXCAVATION, AH, LVM	1,200	CY	\$14.00	\$16,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,800.00	100.00%
907-01-5639	TREE PROTECTION FENCING	1,684	LF	\$2.50	\$4,210.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,210.00	100.00%
907-10-1426	INTERPRETIVE SIGNAGE	5	EA	\$500.00	\$2,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	100.00%
907-23-2116	RAILING	296	LF	\$50.00	\$14,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,800.00	100.00%
907-32-0190	LANDSCAPE ESTABLISHMENT MAINTENANCE	1	LS	\$77,815.00	\$77,815.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$77,815.00	100.00%
907-32-1313	CONCRETE CURB, DOWELED	986	LF	\$45.00	\$44,370.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$44,370.00	100.00%
907-32-1433.01	3/4" AND DOWN CRUSHED STONE BASE	472	TON	\$125.00	\$59,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$59,000.00	100.00%
907-32-1433.02	COMPACTED MILLINGS	163	CY	\$135.00	\$22,005.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,005.00	100.00%
907-32-1433.03	TRUEGRID	27,575	SF	\$5.80	\$159,935.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$159,935.00	100.00%
907-323-300.01	STEEL PICNIC TABLE	5	EA	\$2,500.00	\$12,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,500.00	100.00%
907-323-300.02	TRASH RECEPTACLE	6	EA	\$900.00	\$5,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,400.00	100.00%
907-323-300.03	DECORATIVE PARK BENCH	10	EA	\$1,800.00	\$18,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,000.00	100.00%
907-32-9216.01	LIVE STAKING, COTTONWOOD	26	EA	\$30.00	\$780.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$780.00	100.00%

907-32-9216.02	LIVE STAKING, SYCAMORE	16 EA	\$30.00	\$480.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$480.00	100.00%
907-32-9216.03	LIVE STAKING, BLACK WILLOW	28 EA	\$30.00	\$840.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$840.00	100.00%
907-32-9216.04	LIVE STAKING, ELDERBERRY	46 EA	\$30.00	\$1,380.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,380.00	100.00%
907-32-9219	HYDROSEEDING	7 ACRE	\$8,500.00	\$59,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$59,500.00	100.00%
907-32-9300.01	TREE PLANTING, BALD CYPRESS	22 EA	\$175.00	\$3,850.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,850.00	100.00%
907-32-9300.02	TREE PLANTING, NUTALL OAK	23 EA	\$175.00	\$4,025.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,025.00	100.00%
907-32-9300.03	TREE PLANTING, REDBUD	24 EA	\$175.00	\$4,200.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,200.00	100.00%
907-32-9300.04	TREE PLANTING, RIVER BIRCH	16 EA	\$175.00	\$2,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,800.00	100.00%
907-32-9300.05	TREE PLANTING, SOUTHERN RED OAK	21 EA	\$175.00	\$3,675.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,675.00	100.00%
907-32-9300.06	TREE PLANTING, SWEET BAY MAGNOLIA	17 EA	\$175.00	\$2,975.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,975.00	100.00%
907-32-9300.07	TREE PLANTING, WATER OAK	28 EA	\$175.00	\$4,900.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,900.00	100.00%
907-32-9300.08	TREE PLANTING, WHITE FRINGE TREE	22 EA	\$175.00	\$3,850.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,850.00	100.00%
907-32-9300.09	TREE PLANTING, WHITE OAK	28 EA	\$175.00	\$4,900.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,900.00	100.00%
907-32-9300.10	TREE PLANTING, WILLOW OAK	9 EA	\$175.00	\$1,575.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,575.00	100.00%
907-32-9300.11	TREE PLANTING, SOUTHER CATALPA	28 EA	\$175.00	\$4,900.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,900.00	100.00%
907-32-9300.12	TREE PLANTING, BLACK TUPELO	22 EA	\$175.00	\$3,850.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,850.00	100.00%
907-32-9300.13	TREE PLANTING, AMERICAN HORNBEAM	23 EA	\$175.00	\$4,025.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,025.00	100.00%
907-32-9300.14	SHRUBS (1 GAL)	1,335 EA	\$14.00	\$18,690.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,690.00	100.00%
907-32-9300.15	TREE BARK MULCH, TYPE V	53 CY	\$125.00	\$6,625.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,625.00	100.00%
907-PFBS-001	PEDESTRIAN BRIDGE #1 (52' Bridge - L-509)	1 LS	\$270,000.00	\$270,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$270,000.00	100.00%
907-PFBS-002	PEDESTRIAN BRIDGE #2 (80' Bridge - L-509)	1 LS	\$300,000.00	\$300,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$300,000.00	100.00%
Total Freedom Ridge Nature Trail - BASE BID AMOUNT =				\$1,199,955.00	5.21%	0.67%	5.88%	\$62,480.90	\$5,088.90	\$70,569.80	5.88%	\$1,129,385.20	94.12%
Add. Alternate #1 - Pond Loop Trail Wayside Pad													
907-32-1433.01-AA1	3/4" AND DOWN CRUSHED STONE BASE	7 TON	\$125.00	\$875.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$875.00	100.00%
907-32-1433.02-AA1	COMPACT MILLINGS	2 CY	\$135.00	\$270.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$270.00	100.00%
907-323-300.03-AA1	TRUEGRID	408 SF	\$5.80	\$2,366.40	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,366.40	100.00%
907-323-300.02-AA1	TRASH RECEPTACLE	1 EA	\$900.00	\$900.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$900.00	100.00%
907-323-3600.03-AA1	DECORATIVE PARK BENCH	1 EA	\$1,800.00	\$1,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,800.00	100.00%
Total ALTERNATE BID #1 AMOUNT =				\$6,211.40	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$6,211.40	100.00%
Add. Alternate #2 - Pond Loop Trail Prefab Bridge													
907-32-1433.01-AA2	3/4" AND DOWN CRUSHED STONE BASE	9 TON	\$125.00	\$1,125.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,125.00	100.00%
907-32-1433.02-AA2	COMPACT MILLINGS	3 CY	\$135.00	\$405.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$405.00	100.00%
907-32-1433.03-AA2	TRUEGRID	535 SF	\$5.80	\$3,103.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,103.00	100.00%
907-PFBS-002	PEDESTRIAN BRIDGE #3	1 LS	\$349,400.00	\$349,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$349,400.00	100.00%
Total ALTERNATE BID #2 AMOUNT =				\$354,033.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$354,033.00	100.00%
ADD. Alternate #3 - Ridgewood Road Box Culvert													
201-A001-002	CLEARING AND GRUBBING (LESS THAN 1 ACRE)	1 LS	\$10,000.00	\$10,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	100.00%
202-B132	REMOVAL OF GRAVITY SEWER LINE, ALL SIZES, ALL TYPES	126 LF	\$30.00	\$3,780.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,780.00	100.00%
202-B133	REMOVAL OF GRAVITY SEWER MANHOLE, ALL SIZES, ALL TYPES	1 EA	\$2,500.00	\$2,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	100.00%
202-B188	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	158 SY	\$12.00	\$1,896.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,896.00	100.00%
202-B191	REMOVAL OF PIPE, 8" AND ABOVE	144 LF	\$42.00	\$6,048.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,048.00	100.00%
202-B207-002	REMOVAL OF RIPRAP	50 SY	\$25.00	\$1,250.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,250.00	100.00%
203-EX002-002	BORROW EXCAVATION, AH, LVM, CLASS B1	228 CY	\$40.00	\$9,120.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,120.00	100.00%
206-A001-002	STRUCTURE EXCAVATION (780 cy)	1043 CY	\$20.00	\$20,860.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,860.00	100.00%
206-B001-002	SELECT MATERIAL FOR UNDERCUTS, CONTRACTOR FURNISHED, FM	50 CY	\$195.00	\$9,750.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,750.00	100.00%
216-A001-002	SOLID SOD	630 SY	\$10.00	\$6,300.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,300.00	100.00%
234-A001-002	TEMPORARY SILT FENCE	60 LF	\$8.00	\$480.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$480.00	100.00%
234-F001-002	TURBIDITY BARRIER	40 LF	\$30.00	\$1,200.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	100.00%
237-A002-002	WATTLES, 20'	40 LF	\$10.00	\$400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$400.00	100.00%

304-F002-002	SIZE 610 CRUSHED STONE BASE	55 TON	\$110.00	\$6,050.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,050.00	100.00%
503-C010	SAW CUT, FULL DEPTH	53 LF	\$10.00	\$530.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$530.00	100.00%
601-A001-002	CLASS "B" STRUCTURAL CONCRETE	217 CY	\$1,510.00	\$327,670.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$327,670.00	100.00%
602-A001-002	REINFORCING STEEL	43522 LB	\$1.00	\$43,522.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$43,522.00	100.00%
603-CA011	18" REINFORCED CONCRETE PIPE, CLASS III	15 LF	\$170.00	\$2,550.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,550.00	100.00%
603-CA026	24" REINFORCED CONCRETE PIPE, CLASS III	24 LF	\$170.00	\$4,080.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,080.00	100.00%
604-C001	PRECAST MANHOLE, 48" DIAMETER	16 LF	\$750.00	\$12,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00	100.00%
612-A001	FLOWABLE FILL, EXCAVATABLE	6 CY	\$600.00	\$3,600.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,600.00	100.00%
617-A001	RIGHT-OF-WAY MARKER	8 EA	\$750.00	\$6,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	100.00%
618-A001	MAINTENANCE OF TRAFFIC	1 LS	\$20,000.00	\$20,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	100.00%
619-A1002	TEMPORARY TRAFFIC STRIPE, CONTINUOUS WHITE	144 LF	\$8.00	\$1,152.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,152.00	100.00%
619-A2002	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW	72 LF	\$12.50	\$900.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$900.00	100.00%
620-A001-002	MOBILIZATION	1 LS	\$33,110.00	\$33,110.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,110.00	100.00%
626-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	144 LF	\$18.00	\$2,592.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,592.00	100.00%
626-E002	6" THERMOPLASTIC DOUBLE DROP TRAFFIC STRIPE, CONT. YELLOW	72 LF	\$22.00	\$1,584.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,584.00	100.00%
699-A001	ROADWAY CONSTRUCTION STAKES	1 LS	\$10,000.00	\$10,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	100.00%
815-A006-002	LOOSE RIP RAP, SIZE 200	360 TON	\$115.00	\$41,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$41,400.00	100.00%
815-E001-002	GEOTEXTILE UNDER RIPRAP	530 SY	\$5.00	\$2,650.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,650.00	100.00%
907-203-DW-1	DEWATERING	1 LS	\$20,000.00	\$20,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	100.00%
907-203-FLS3	CHANNEL EXCAVATION	1 LS	\$45,000.00	\$45,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	100.00%
907-260-A003	UTILITY WORK - SEWER, MANHOLE	1 EA	\$16,500.00	\$16,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,500.00	100.00%
907-260-A004	UTILITY WORK - SEWER, 10" PVC PIPE	92 LF	\$150.00	\$13,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,800.00	100.00%
907-301-A	PLANT MIX BITUMINOUS BASE COURSE, BB-1 TYPE 6	65 TON	\$285.00	\$18,525.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,525.00	100.00%
907-403-C	2" HOT BITUMINOUS SURFACE COURSE, SC-1 TYPE 8	15 TON	\$400.00	\$6,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	100.00%

Total ALTERNATE BID #3 AMOUNT =

\$712,799.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$712,799.00	100.00%
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TOTAL ORIGINAL CONTRACT AMOUNT =

\$4,691,552.40	22.44%	6.08%	28.52%	\$1,052,871.20	\$285,222.65	\$1,338,093.85	28.52%	\$3,353,458.55	71.48%
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Construction Contract Modification - Change Order No. 1

Purple Creek Drainage Basin Improvements

203-G001	EXCESS EXCAVATION, FM, AH	-48,000 CY	\$14.00	(\$672,000.00)	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	-\$672,000.00	100.00%
CO#1 - 1	SURPLUS EXCAVATION, FM, AH	48,000 CY	\$10.85	\$520,800.00	4,389.68	11,070.44	15,460.12	\$47,628.03	\$120,114.27	\$167,742.30	32.21%	\$353,057.70	67.79%
CO#1 - 2	30" HDPE STORM PIPE, INSTALLATION ONLY	430 LF	\$65.00	\$27,950.00	0.00	420.00	420.00	\$0.00	\$27,300.00	\$27,300.00	97.67%	\$650.00	2.33%
CO#1 - 3	REMOVE & RESET 30" RCP FES	1 EA	\$500.00	\$500.00	0.00	1.00	1.00	\$0.00	\$500.00	\$500.00	100.00%	\$0.00	0.00%
CO#1 - 4	FURNISH & INSTALL JUNCTION BOX	2 EA	\$4,500.00	\$9,000.00	0.00	2.00	2.00	\$0.00	\$9,000.00	\$9,000.00	100.00%	\$0.00	0.00%
CO#1 - 5	24" HDPE RISER PIPE, INSTALLATION ONLY	20 LF	\$25.00	\$500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	100.00%
CO#1 - 6	FURNISH & INSTALL GRATE INLET	2 EA	\$5,000.00	\$10,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	100.00%

Total ALTERNATE BID AMOUNT =

(\$103,250.00)	-46.13%	-151.98%	-198.10%	\$47,628.03	\$156,914.27	\$204,542.30	-198.10%	-\$307,792.30	298.10%
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TOTAL CONTRACT AMOUNT =

\$4,588,302.40	23.98%	9.64%	33.62%	\$1,100,499.23	\$442,136.92	\$1,542,636.15	33.62%	\$3,045,666.25	66.38%
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Roadway Crew Work			014000	009000	014100	014200	024000	024100	024200	025100	012200	023000	023500	023900	025100	015300	019600	017100	018100	019200	019100	016100	063000	063200	063300	013000	013100
Over night Rain - +0.50" No Work	1-May	Thursday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	2-May	Friday	0	0	0	0	0	0	0	300	0	0	200	745	0	0	0	0	0	0	0	0	0	0	0	0	0
	3-May	Saturday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	4-May	Sunday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	5-May	Monday	0	0	0	0	0	0	0	273.7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Started Rain after Noon - +2.0"	6-May	Tuesday	0	60	0	0	0	0	0	235.19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Very Wet - No Work	7-May	Wednesday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Very Wet - No Work	8-May	Thursday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9-May	Friday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rain 3"- Heavy late	10-May	Saturday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rain 3"- Heavy late	11-May	Sunday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rained over 6" Sat/Sun - No Work	12-May	Monday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Very Wet - No Work	13-May	Tuesday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	14-May	Wednesday	0	0	0	0	0	0	0	0	0	0	0	0	0	901.41	0	0	0	0	0	0	0	0	0	0	0
	15-May	Thursday	0	0	0	0	0	0	0	0	0	0	0	0	0	1732.4	0	0	0	0	0	0	0	0	0	0	0
	16-May	Friday	0	0	0	0	0	0	0	0	0	0	0	0	0	647.89	0	0	0	0	0	0	0	0	0	0	0
Rain Out at 8:00 AM	17-May	Saturday	0	0	0	0	0	0	0	0	0	0	0	0	0	42.26	0	0	0	0	0	0	0	0	0	0	0
	18-May	Sunday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	19-May	Monday	0	0	0	0	0	0	0	0	0	0	0	0	0	1211.27	0	0	0	0	0	0	0	0	0	0	0
	20-May	Tuesday	0	0	0	0	0	0	0	0	0	0	0	0	0	1619.72	0	0	0	0	0	0	0	0	0	0	0
	21-May	Wednesday	0	0	0	0	0	0	0	0	0	0	0	0	0	1788.73	0	0	0	0	0	0	0	0	0	0	0
	22-May	Thursday	0	0	0	0	0	0	0	0	0	0	0	0	0	1,619.72	0	0	0	0	0	0	0	0	0	0	0
	23-May	Friday	0	0	0	70	0	0	0	0	0	0	0	0	0	577.46	0	0	0	0	0	0	0	0	0	0	0
	24-May	Saturday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	25-May	Sunday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Memorial Day Holiday (Rained)	26-May	Monday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rain 1.75"- Heavy late	27-May	Tuesday	0	0	0	0	0	0	0	0	0	0	0	0	0	591.55	0	0	0	0	0	0	0	0	0	0	0
0.25" Rain at night - work Afternoon	28-May	Wednesday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	2	2	115	99
	29-May	Thursday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	166	0	0	0	0
	30-May	Friday	0	0	0	0	0	0	0	0	0	0	0	0	0	56.34	0	0	0	0	0	0	0	0	0	0	0
	31-May	Saturday	0	0	0	0	0	0	0	0	0	0	0	0	0	281.69	0	0	0	0	0	0	234	0	0	0	0
			0.00	60.00	0.00	70.00	0.00	0.00	0.00	808.89	0.00	0.00	200.00	745.00	0.00	11,070.44	0.00	0.00	0.00	0.00	0.00	0.00	420.50	2.00	2.00	115.00	99.00
			014000	009000	014100	014200	024000	024100	024200	025100	012200	023000	023500	023900	025100	015300	019600	017100	018100	019200	019100	016100	063000	063200	063300	013000	013100
			Install Silt Fence - LF	Install 20" Wattles, ECP - LF	Install Turbidity Barrier - LF	Install 20" Wattles, Sitework - LF	Install Gabion Stone - CY	Install Gabion Basket - SY	Install Geotextile under Gabion - SY	Unclassified Excavation - CY	Remove Tree Greater > 20" - EA	Stockpile Rip Rap	Install 300 lb Rip Rap	Install Geotextile under Rip Rap	Unclass Exc./Borrow Over 10x4 Box	Surplus Excavation	Geotextile Fabric at Box Culvert Jts.	Install Erosion Control Blanket	GranularMaterial - #57 Stone	Install 10 x 4 Box Culvert	Unload 10x4 Box Culvert - Loads	Channel Exc. (at Gabion/Rip Rap)	Install 30" HDPE Storm Pipe (City)	Remove 30" Concrete FES, EA	Install Junction Boxes for 30" HDPE, EA	Removal of Rip Rap - Purple Creek, SY	Stockpile Exist. RipRap - Purple Crk, Tons

MATERIAL INVENTORY

Project: Purple Creek Drainage Basin - City of Ridgeland

Name of Contractor: Hemphill Construction Co., Inc.

Periodic Estimate: Estimate No. 4 - April 1, 2025 thru April 30, 2025

Description of Item		Received Previous	Received Current	Total Received	Total Used	Total Stored	Unit Price	Total Cost of Unit
	Payment and Performance Bonds	1.00	-	1.00	0.3362	0.6638	\$ 21,678.24	\$ 14,390.02
Warren Paving	300 LB Rip Rap (112.42 + 427.95)	1,448.23	-	1,448.23	1,206.43	241.80	\$ 60.66	\$ 14,667.59
Warren Paving	Gabion Rock (6 x 2)	394.62	-	394.62	379.00	15.62	\$ 56.66	\$ 885.03
				-	-	-	\$ -	\$ -
Eagle Pipe	10' x 4 Precast Box Culverts	34	20	54	54	-	\$ 977.00	\$ -
				-	-	-	\$ -	\$ -
Eagle Pipe	Ring & Cover - SANITARY SEWER	1	-	1	-	1	\$ 408.95	\$ 408.95
Eagle Pipe	Ring & Cover - DUMP/NO WASTE	2	-	2	-	2	\$ 408.95	\$ 817.90
Eagle Pipe	Barricade Fence - Tree Protection	17	-	17	-	17	\$ 20.00	\$ 340.00
Eagle Pipe	Barricade Fence Post - 5' T-Post	337	-	337	-	337	\$ 4.00	\$ 1,348.00
Eagle Pipe	4" Perforated Sock Pipe - Headwall	300	-	300	-	300	\$ 1.50	\$ 450.00
Eagle Pipe	10" SDR26 PVC Sewer Pipe	112	-	112	-	112	\$ 20.50	\$ 2,296.00
				-	-	-	\$ -	\$ -
Knowles	180N Non-Woven Geotextile Fabric	14	-	14.00	4.84	9.16	\$ 460.00	\$ 4,213.60
Knowles	18" Filter Cloth Pins (100ea/box)	5	-	5.00	1.75	3.25	\$ 51.50	\$ 167.38
Knowles	20" Sediment Logs - Wattles	360	-	360	190	170	\$ 3.59	\$ 610.30
MagCor Ind.	6' Bay Bench*	-	11	11	-	11	\$ 855.00	\$ 9,405.00
MagCor Ind.	6' Picnic Table*	-	5	5	-	5	\$ 875.00	\$ 4,375.00
MagCor Ind.	Ridgeland Trash Receptacle*	-	7	7	-	7	\$ 498.00	\$ 3,486.00
MagCor Ind.	Furniture - Freight	-	1	1	-	1	\$ 775.00	\$ 775.00
Airlite Plastics	Truegrid - Fox Blocks	-	30,400	30,400	-	30,400	\$ 2.32	\$ 70,528.00
				-	-	-	\$ -	\$ -
				-	-	-	\$ -	\$ -
TOTAL								\$ 129,163.76

* Stored at Hemphill Construction Corporate Yard - Highway 49 South, Florence, MS



INVOICE

Number

Date

241791-EPS

5/12/2025

RECEIVED

MAY 15 2025

RECEIVED

6110 Abbott Drive Omaha Nebraska 68110-2805
Phone 402.341.7300*800.228.9545*Fax 402.346.2509
ISO 9001-2000 Registered * Fed ID# 47-0353233

Remit to:
Airlite Plastics Co.
12047 Collections Center Dr.
Chicago, IL 60693

BILL TO: 500305

Hemphill Construction Co., Inc
PO Box 879
Florence MS 39073 UNITED STATES OF AMERICA

SHIP TO:

Lake Harbor Ext. - Purple Creek Drainage Basin Project
Lake Harbor Drive Ext.
between Hgwy 51 & Highland Colony Pkwy
Ridgeland MS 39157 UNITED STATES OF AMERICA

TERMS: Net 30		DUE DATE: 6/11/2025		PO Number: H24194-06b	
Ship Date 5/12/2025		Ship Via TLD		Order Number 117675-EPS	
		FOB DEST - PREPAID			
Quantity	Item Number	Description	Price	Extension	
12,800	TG-0020D	TRUEGRID PRO PLUS	2.320000 SQFT	\$29696.00	

P.O. YES ☒ NO ☐

JOB # H24194

PHASE # 026404

COST TYPE 4

INITIALS 1005

All Prices Are Shown in United States Dollar

FOX BLOCKS (SELLER) MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY AS TO THE WORKMANLIKE QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO ANY PRODUCT, GOODS OR SYSTEMS NOT MANUFACTURED BY SELLER, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. BUYER SHALL BE LIMITED TO THE WARRANTIES (IF ANY) OF THE RESPECTIVE MANUFACTURERS OF THE PRODUCTS OR OF THE GOODS OR SYSTEMS SOLD.

Subtotal: \$29696.00
Freight: \$0.00
Tax: 0.00

Total \$29696.00 USD

Shipment ID: T67FYL
BOL #: SW3803298
Shipment Name: 309542 - FTL - Barku Plastics to Lake Harbor Exit-Purple
Creek Drainage Basin
Mode: FTL
Equipment: Flatbed
Shipment Accessorials: --
Service Level: Standard Service

Bill of Lading - Generated 05/08/2025 12:17 UTC

Carrier
TLD LOGISTICS SERVICES INC.
accounting@tldlogistics.com
(865) 539-1285
USDOT #: 1820774
TRAILER #: --
SEAL #:
NOTES FOR CARRIER: ***Edge Protectors needed***
Contact Bubba 601-750-3259/ Hunter 601-750-3205 for directions and a delivery appt

#1. Pickup - Barku Plastics
131 Corporate Dr
Cleveland TN 37311 US
Shipping Department
(423) 458-7503
tpost@barkuplastics.com
PICKUP #: 117675-EPS
INSTRUCTIONS: --
BY APPOINTMENT: Mon May 12 between 08:00-15:00 EDT

SHIPPER SIGNATURE: [Signature] DATE: 5-12-25
CARRIER SIGNATURE: DATE:

#2. Delivery - Lake Harbor Exit-Purple Creek Drainage Basin BY APPOINTMENT: Wed May 14 between 08:00-18:00 CDT
Lake Harbor Drive Exit Between
Highway 51 & Highland Colony
Parkway
Ridgeland MS 39157 US
INSTRUCTIONS: ***Edge Protectors needed***
Contact Bubba 601-750-3259/ Hunter 601-750-3205 for directions and a delivery appt
Bubba Scroggins
(601) 750-3259
aoswalt@hemphillconstruction.com

ACCESSORIALS: Delivery
Appointment, Limited Access
Delivery
CONSIGNEE SIGNATURE: DATE:

Reference Numbers
PO #: H24194-06b
CUSTOMER REFERENCE #: 309542
SALES ORDER NUMBER: 117675-EPS

Table with 10 columns: HANDLING, QTY, TYPE, PIECES, WEIGHT, HAZMAT, COMMODITY DESCRIPTION, LTL ONLY, STACK, NMFC# CLASS. Row 1: 1, 16, PLT, PIECES, 16800.00lb, No, PRO PLUS - Jobsite, 156500- 100, 08.

FREIGHT CHARGES: Prepaid
BILL TO: Truegrid
PO BOX 8400, Omaha, NE 68108-0400, US
(402) 341-7300
acctpay@airriteplastics.com
COD:
CHECK TYPE: [] Company Check [] Certified Check
FEE PAID BY: [] Shipper [] Consignee

Notes
Note 1 - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____"
Note 2 - Liability limitations for or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).
Note 3 - Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

Consigner
Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.
SIGNATURE OF CONSIGNER

1 This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.
2 Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.
3 Consignee acknowledges receipt of package(s). Property described above is received in good order, except as noted.



INVOICE

RECEIVED

MAY 15 2025

Number

Date

241790-EPS

5/12/2025

6110 Abbott Drive Omaha Nebraska 68110-2805

Phone 402.341.7300*800.228.9545*Fax 402.346.1101

ISO 9001-2000 Registered * Fed ID# 47-0353233

Remit to:

Airlite Plastics Co.

12047 Collections Center Dr.

Chicago, IL 60693

BILL TO: 500305

Hemphill Construction Co., Inc

PO Box 879

Florence MS 39073 UNITED STATES OF AMERICA

SHIP TO:

Lake Harbor Ext. - Purple Creek Drainage Basin Project

Lake Harbor Drive Ext.

between Hgwy 51 & Highland Colony Pkwy

Ridgeland MS 39157 UNITED STATES OF AMERICA

TERMS: Net 30		DUE DATE: 6/11/2025		PO Number: H24194-06	
Ship Date 5/12/2025		Ship Via TLD		Order Number 117674-EPS	
		FOB DEST - PREPAID			
Quantity	Item Number	Description	Price	Extension	
17,600	TG-0020D	TRUEGRID PRO PLUS	2.320000	SQFT	\$40832.00

P.O. YES ☒ NO ☐

JOB # H24194

PHASE # 026404

COST TYPE 4

INITIALS JCR

All Prices Are Shown in United States Dollar

FOX BLOCKS (SELLER) MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY AS TO THE WORKMANLIKE QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO ANY PRODUCT, GOODS OR SYSTEMS NOT MANUFACTURED BY SELLER, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. BUYER SHALL BE LIMITED TO THE WARRANTIES (IF ANY) OF THE RESPECTIVE MANUFACTURERS OF THE PRODUCTS OR OF THE GOODS OR SYSTEMS SOLD.

Subtotal:	\$40832.00
Freight:	\$0.00
Tax	0.00

Total	\$40832.00	USD
-------	------------	-----

Shipment ID: RTDVXL
BOL #: SW3803308
Shipment Name: --
Mode: FTL
Equipment: Flatbed
Shipment Accessorials: --
Service Level: Standard Service

Bill of Lading - Generated 05/08/2025 12:20 UTC

Carrier
TLD LOGISTICS SERVICES INC.
accounting@tldlogistics.com
(865) 539-1285

USDOT #: 1820774
TRAILER #: --
SEAL #:

NOTES FOR CARRIER: ***Edge Protectors needed***

Contact Bubba 601-750-3259/ Hunter 601-750-3205 for directions and a delivery appt

#1. Pickup - Barku Plastics

131 Corporate Dr
Cleveland TN 37311 US

Shipping Department
(423) 458-7503
tpost@barkuplastics.com

PICKUP #: 117674-EPS
ORDERS: #309541 (PO# H24194-06)

INSTRUCTIONS: --

Mon May 12 between 08:00-18:00 EDT

SHIPPER SIGNATURE¹
T Glen Post

DATE
5-12-25

CARRIER SIGNATURE²

DATE

#2. Delivery - Lake Harbor Exit Purple Creek Drainage Basin BY APPOINTMENT: Wed May 14 between 08:00-18:00 CDT

Lake Harbor Drive Exit Between
Highway 51 & Highland Colony
Parkway
Ridgeland MS 39157 US

Bubba Scroggins
(601) 750-3259
aoswalt@hemphillconstruction.com

ORDERS: #309541 (PO# H24194-06)

INSTRUCTIONS: ***Edge Protectors needed***
Contact Bubba 601-750-3259/ Hunter 601-750-3205 for directions and a delivery appt

ACCESSORIALS: Delivery
Appointment, Limited Access
Delivery

CONSIGNEE SIGNATURE³

DATE

Reference Numbers
PO #: H24194-06

CUSTOMER REFERENCE #:
309541/117674-EPS

SALES ORDER NUMBER: 117674-EPS

HANDLING		PIECES		WEIGHT	HAZMAT	COMMODITY DESCRIPTION Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care.	LTL ONLY		
#	QTY	TYPE	QTY	TYPE			STACK	NMFCR	CLASS
1.	22	PLT		PIECES	23100.00lb 10477.98kg	No	PRO PLUS - Jobsite 49.0 X 49.0 X 95.0 IN	156600- 06	100
	22		0		23100.00lb 10477.98kg				

FREIGHT CHARGES: 3rd Party

COD:

CHECK TYPE: ☐ Company Check ☐ Certified Check

BILL TO: TLD LOGISTICS SERVICES INC.
1300 EVERETT RD, KNOXVILLE, TN
37932, US
(865) 539-1285
accounting@tldlogistics.com

FEE PAID BY: ☐ Shipper ☐ Consignee

Notes

Note 1 - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: * The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.

Note 2 - Liability limitations for or damage in this shipment may be applicable. See 49 U.S.C. 14708(c)(1)(A) and (B).

Note 3 - Received, subject to individuality determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

Consigner
Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.

SIGNATURE OF CONSIGNER

1 This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

2 Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

3 Consignee acknowledges receipt of package(s). Property described above is received in good order, except as noted.

Climatological Data for Jackson Area, MS (ThreadEx) - May 2025									
Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2025-05-01	82	65	73.5	4.7	0	9	0.59	0.0	0
2025-05-02	86	66	76.0	6.9	0	11	0.04	0.0	0
2025-05-03	78	57	67.5	-1.8	0	3	0.08	0.0	0
2025-05-04	74	52	63.0	-6.6	2	0	0.00	0.0	0
2025-05-05	78	48	63.0	-6.9	2	0	0.00	0.0	0
2025-05-06	76	62	69.0	-1.2	0	4	1.82	0.0	0
2025-05-07	78	63	70.5	0.0	0	6	0.05	0.0	0
2025-05-08	85	60	72.5	1.8	0	8	0.00	0.0	0
2025-05-09	74	65	69.5	-1.5	0	5	0.12	0.0	0
2025-05-10	87	62	64.5	-6.8	0	0	2.88	0.0	0
2025-05-11	89	62	71.0	-0.6	0	6	1.34	0.0	0
2025-05-12	76	62	69.0	-2.9	0	4	0.01	0.0	0
2025-05-13	85	63	74.0	1.8	0	9	0.02	0.0	0
2025-05-14	89	69	79.0	6.6	0	14	0.00	0.0	0
2025-05-15	91	71	81.0	8.3	0	16	0.00	0.0	0
2025-05-16	90	75	82.5	9.5	0	18	0.00	0.0	0
2025-05-17	86	70	78.0	4.7	0	13	1.46	0.0	0
2025-05-18	87	76	81.5	7.9	0	17	0.00	0.0	0
2025-05-19	90	71	80.5	6.7	0	16	0.00	0.0	0
2025-05-20	89	76	82.5	8.4	0	18	T	0.0	0
2025-05-21	89	64	76.5	2.1	0	12	0.00	0.0	0
2025-05-22	91	61	76.0	1.3	0	11	0.00	0.0	0
2025-05-23	92	66	79.0	4.1	0	14	0.00	0.0	0
2025-05-24	91	69	80.0	4.8	0	15	1.03	0.0	0
2025-05-25	90	69	79.5	4.1	0	15	0.40	0.0	0
2025-05-26	83	68	75.5	-0.2	0	11	0.92	0.0	0
2025-05-27	84	69	76.5	0.5	0	12	0.73	0.0	0
2025-05-28	85	67	76.0	-0.2	0	11	0.25	0.0	0
2025-05-29	86	69	77.5	1.1	0	13	0.01	0.0	0
2025-05-30	81	63	72.0	-4.7	0	7	0.00	0.0	0
2025-05-31	85	60	72.5	-4.4	0	8	0.00	0.0	0
Sum	2598	2020	-	-	4	306	11.75	0.0	-
Average	83.8	65.2	74.5	1.6	-	-	-	-	0.0
Normal	83.8	62.1	72.9	-	12	258	4.36	0.0	-

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).
Max Temperature : midnight
Min Temperature : midnight
Precipitation : midnight
Snowfall : midnight
Snow Depth : 6am



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 25, 2025

RE: **Declare Sole Source and Authority to Purchase**
Temple, Inc.
Clary Corporation Traffic Uninterruptable Power Systems (UPS) Equipment

The Public Works Department requests that the Mayor and Board of Aldermen declare Temple, Inc. as the sole source vendor for purchasing Clary Corporation equipment including the batteries and components listed in the attached order. Due to the quote being higher than \$5,000 and because Temple, Inc. is the only authorized dealer of Clary products in our region, we are required to establish Temple, Inc. as a sole source provider in order to properly procure these items. In addition, we request that the Mayor and Board authorize Public Works Department to proceed with the purchase in the attached order. Thank you for your consideration of this matter.

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

TEMPLE, INC.

P.O. Box 2066 / 50 Davis Street
Decatur, AL 35602
Phone: 800/633-3221
Fax: 256/353-4578

1954 - 2025
Serving the South's
Traffic Needs
for 71 Years

TO: City of Ridgeland
Attn: Chris Bryson
Email: chris.bryson@ridgelandms.org

DATE:

18-Jun-25

TERMS:

NET 30 DAYS

DELIVERY:

SALESPERSON:

Delilah Mitchell

Page 1 Of 1

QUOTE #:

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
8	Clary Battery Set <i>OP96C-41 ; Battery Pack, Set of 8, 96 Volt-41 AH Batteries</i>	\$1,698.00	\$13,584.00
5	Clary UPS <i>SP2000LX ; Traffic UPS, Rack mount; 2000va, 1400-w</i>	\$4,171.00	\$20,855.00
TOTAL			\$34,439.00

Bill to:
PO BOX 217 Ridgeland MS 39157

Ship to:
240 West School Street Ridgeland, MS 39157

Please submit purchase orders to: Orders@temple-inc.com

Note:

A 4% fee will be added to all credit card orders.

Tax will be added if applicable.

Freight Included

Quote Valid for 30 Days

Delilah Mitchell

Ridgeland.061825.Clary Quote

May 16, 2025

To Whom It May Concern,

Please be advised that Temple Inc. is our exclusive, contracted, representative dealer for Clary Corporation's ITS and Traffic Power Conditioning and Uninterruptible Power Systems in the state of Mississippi.

Temple Inc. is a fully factory trained firm, providing full support and design applications of Clary Traffic and ITS UPS products.

All Clary Traffic UPS systems are true on-line, real time, fully digital design, power systems, that provide real-time power conditioning with full voltage and current regulation.

Sincerely,

Erik Knecht,
National Sales Manager,
Clary Corporation
Phone: 817-939-9156
Fax: 626-305-0254
eknecht@clary.com

A QUARTER CENTURY OF CONTINUOUS POWER



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 18, 2025

RE: **Surplus & Donate Talking Trash Cans Built by Ridgeland High School**

The Public Works Department requests that the Mayor and Board of Aldermen surplus and donate the "Talking Trash Cans" that were built by the Robotics class at Ridgeland High School in 2020 to Madison County School Board. I have listed the cans by fixed asset number and listed the school where they are located at. Thank you for your consideration of this matter.

201-6-00441 – Ridgeland High School
201-6-00442 – Highland Elementary
201-6-00443 – Old Town Middle School
201-6-00444 – Ann Smith Elementary
201-6-00445 – Ridgeland High School

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

MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 25, 2025

RE: **Roadside and Sewer Maintenance Contract**

Following the 2025 local election, I recommend that the Board of Aldermen reaffirm this contract with US Lawns to continue service. I also recommend that the Board of Aldermen amend this contract to include additional roadside maintenance areas. The additional areas and changes to the contract are detailed below:

Current Contract Amount: \$7,993.67 per cut
Annual Cost Approx. (40 cuts): \$319,746.80

Roadside and Sewer Easement Maintenance (Mowing, Edging, Trimming, Blowing, Debris Removal, Policing, and Cleaning) to include the following streets:

- | | |
|---|--|
| 1. Pear Orchard Road | 7. I-55 East Frontage and Adcock Street (County Line Road to Highway 51) |
| 2. Old Canton Road | 8. Steed Road from Sunnybrook Road to Northbound Frontage Road |
| 3. Lake Harbour Drive (Highland Colony Parkway to Northpark Drive) | 9. West Jackson Street (I-55 to Highway 51) |
| 4. Wheatley Street (McCormack Drive to School Street) | 10. Highland Colony Parkway (County Line Road to North City Limits) (excluding areas in other contracts) |
| 5. Rice Road from Highway 51 to Brashear Creek (Sewer Easements and Roadside Maintenance) | 11. Colony Park Boulevard (Highland Colony Parkway to Highway 51) |
| 6. Highway 51 (County Line Road to West Jackson Street) | |

NEW Contract Increase: \$1,485.00 per cut
NEW Contract Amount: \$9,478.67 per cut
NEW Annual Cost Approx. (40 cuts): \$379,146.80

Roadside and Sewer Easement Maintenance (Mowing, Edging, Trimming, Blowing, Debris Removal, Policing, and Cleaning) to include the following streets:

- | | |
|--|---|
| 1. Pear Orchard Road | 4. Wheatley Street (McCormack Drive to School Street) |
| 2. Old Canton Road | 5. Rice Road from Highway 51 to Brashear Creek (Sewer Easements and Roadside Maintenance) |
| 3. Lake Harbour Drive (Highland Colony Parkway to Northpark Drive) | |

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



public works

6. Highway 51 (County Line Road to West Jackson Street)
7. I-55 East Frontage and Adcock Street (County Line Road to Highway 51)
8. Steed Road from Sunnybrook Road to Northbound Frontage Road
9. West Jackson Street (I-55 to Highway 51)
10. Highland Colony Parkway (County Line Road to North City Limits) (excluding areas in other contracts)
11. Colony Park Boulevard (Highland Colony Parkway to Highway 51)
12. Towne Center Blvd (Wheatley to Northpark Dr)
13. Northpark Drive (Pear Orchard to Lake Harbour)
14. Avery Blvd (County Line to Towne Center Blvd)
15. Hamilton Street
16. E. Jackson Street
17. Patterson Crossing
18. Rice Road (Harbor Drive to Madison Landing Cir)
19. Crafts Center and Crafts Center Parking Lot (including landscape bed maintenance)

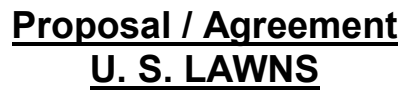
See attached proposal from US Lawns as well as maps of the additional areas.

This contract will be up for renewal on November 30, 2025 and will be brought back before the Board of Aldermen for consideration at that time.

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

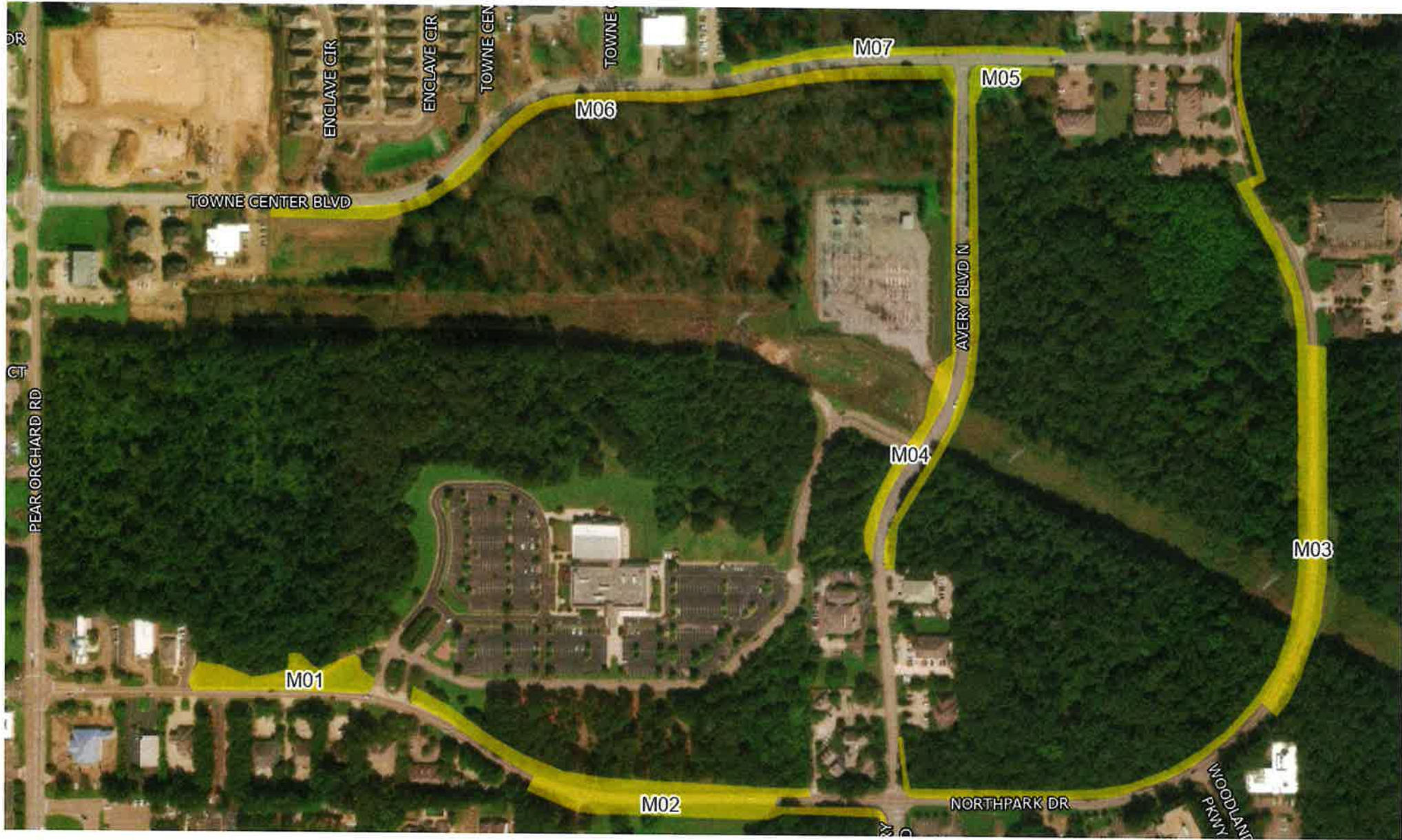
Gene F. McGee, cmo - mayor • Alan Hart - director of public works

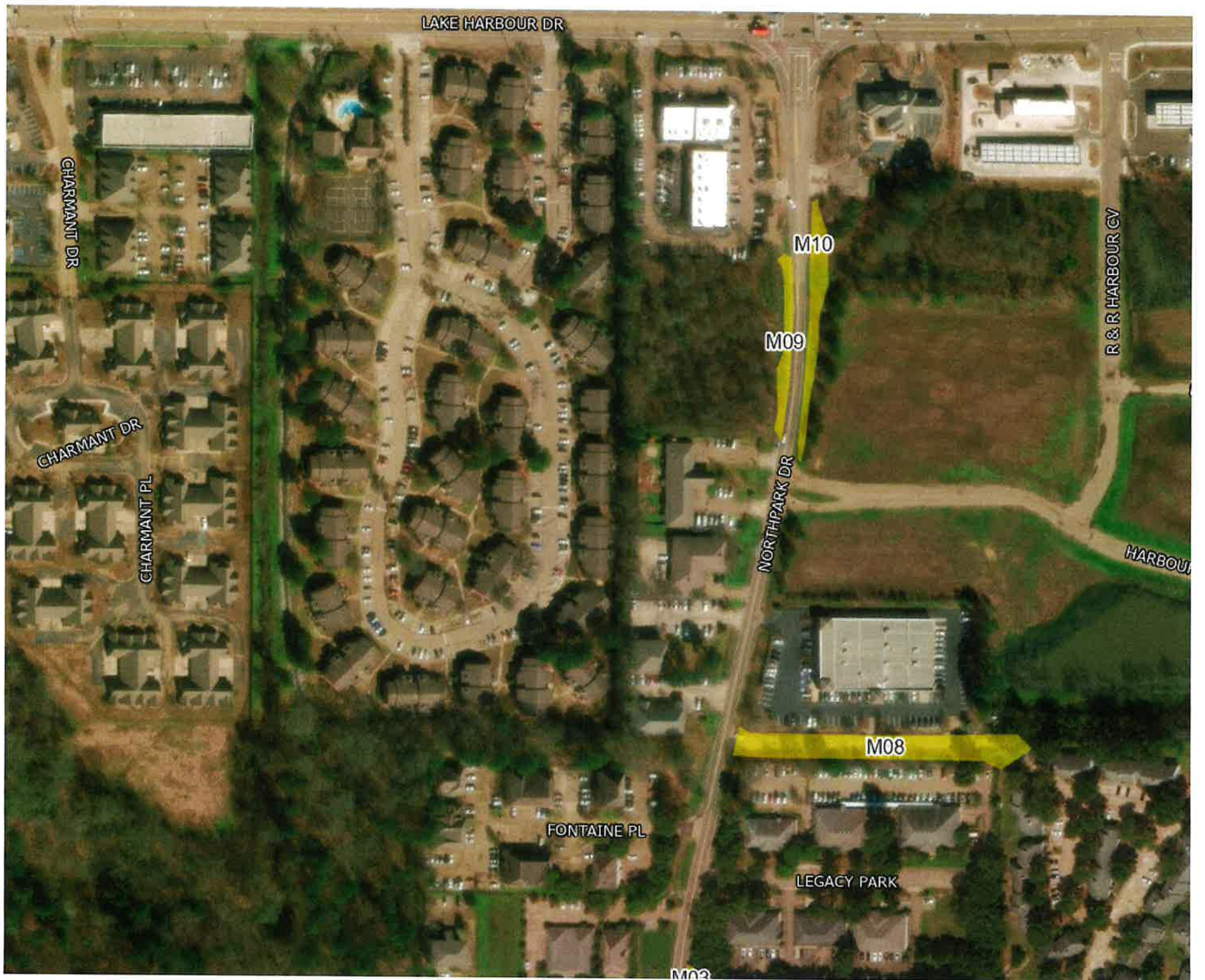
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

[illegible]

Please sign and return by fax _____ . Thank you.















MAPLE ST S

RAILROAD ST W

M37





MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 25, 2025

RE: **Affirm the Integrated Mosquito Management Program Contract**
Vector Disease Control, Inc.

Pursuant to section 1 of the Agreement for the referenced services, the Public Works Department requests that the Mayor and Board of Aldermen affirm the Agreement for services. A copy of the Original Signed Agreement is attached. Thank you for your consideration of this matter.

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

INTEGRATED MOSQUITO MANAGEMENT PROGRAM SERVICES AGREEMENT

THIS AGREEMENT for Integrated Mosquito Management Services is entered into between City of Ridgeland, Mississippi (City/Owner) and

Vector Disease Control International (Contractor) for the health and safety of its residents, the City desires to provide a professionally designed and integrated program for the control of the mosquito population in the City. Contractor has agreed to provide these services subject to the terms and conditions of this Agreement and in accordance with the commitments of the Contractor's Proposal.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the City and Contractor enter into a contract as follows:

1. **Term of the Agreement.** The primary term of this Agreement shall be for a period of SEVEN MONTHS beginning April 1, 2024 and ending October 31st, 2025. The City of Ridgeland at its option may renew the contract for two (2) additional one-year terms. In order for the contract to be continued past June 30, 2025, the governing Mayor and Board of Aldermen must reaffirm the contract at their first meeting in July 2025.

2. **Services to be Provided.** During the term of this Agreement Contractor shall provide the services listed in the "Required Scope of Services" of the complete RFP, Specifications, and the Response to the RFP during the mosquito breeding season including, all of which are included as an Exhibit to this Agreement.

3. **Payment.** For services to be provided by Awarded Contractor during the term hereof the City shall pay to Awarded Contractor the sum of

one hundred thirty one thousand nine hundred ninety-nine DOLLARS (\$ 131,999.00)

in Seven (7) equal monthly installments of \$ 18,857.⁰⁰ each, payable each month after invoice submitted, beginning April, 2024 and ending October 2025. Should the City of Ridgeland desire to exercise the option to renew, the Contractor shall be entitled to a maximum 3% contract increase for the 2026 season and an additional maximum 3% increase for the 2027 season.

4. **Insurance and Bonds** Awarded Contractor shall at its own expense procure and maintain from a company or companies authorized to do business in the State of

Mississippi the following coverages at rate in accordance with the requirements of the Request for Proposals:

- a. Workers compensation;
- b. Contractor's Comprehensive Public Liability and Property Damage Insurance, covering operations in connection with the performance of this Contract
- c. Contractor's Contingent or Protective Liability and Property Damage
- d. Public liability coverage to a total of one million dollars (\$1,000,000.00) minimum coverage. The City will be named as additional insured on this policy. Awarded Contractor shall provide the City with written proof that it has obtained the insurance required under the terms of this Agreement.
- e. Automotive Public Liability and Property Damage
- f. Security for Faithful Performance (Performance and Payment Bonds)

5. **Non-Liability of the City, Its Officials and Employees** No employee or elected official of the City shall be personally responsible for any damage resulting from the negligence or intentional acts of Contractor in the performance of services required under the terms of this Agreement.

6. **Indemnity** Contractor shall indemnify and hold harmless the City, its elected officials, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees as a result of any work done by Contractor in the performance of this Agreement, including full and complete compliance with all State and Federal laws, rules, and regulations.

7. **Defaults** A material breach of any of the terms and conditions of this Agreement on the part of Contractor shall be grounds for the termination of this Agreement at the option of the City. The City, upon termination, shall be at liberty to re-let the work to other parties, or to perform the work without contract, and in either case, Contractor shall be liable for any excess costs in performing such work over the cost to the City if Contractor had continued to perform in accordance with this Agreement.

8. **Termination** This contract shall become effective on the 1st day of April, 2024, and shall remain in full force until October 31st, 2025 (the "Termination Date") or at the

City's option be renewed for up to two (2) additional one-year terms. During the Initial Term, either party hereto may terminate this contract by giving the other party a sixty (60) day written notice of its intent to terminate said agreement. The City of Ridgeland reserves the right to terminate the Agreement at 11:59:59 on June 30, 2025 without further Notice. In order for the contract to be continued past June 30, 2025, the governing Mayor and Board of Aldermen must reaffirm the contract at their first meeting in July 2025.

9. **Complete Proposal:** The attached Request for Proposals (RFP), Specifications, and Awarded Contractor's Response to the RFP are considered a part of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the 6th day of February, 2024.

By:

Vector Disease Control International
(Contractor)
Steven P. Parlovich
Steven G. Parlovich
1320 Brookwood Drive, Suite H
(address)
Little Rock, AR 72202

CITY OF RIDGELAND
100 West School Street
Ridgeland, MS 39157

Gene F. McGee
By: Gene F. McGee, Mayor

ATTEST:

Paula Tierce
By: Paula Tierce, City Clerk



PAYMENT BOND

BOND# K41803630

KNOW ALL MEN BY THESE PRESENTS:

That Vector Disease Control International

(Name of Contractor)

1125 Berkshire Blvd. Ste. 150, Wyomissing, PA 19610

(Address of Contractor)

A Corporation hereinafter called "Principal", and
(Corporation, Partnership or Individual)

Federal Insurance Company

hereinafter called "Surety", are held and

(Name of Surety)

firmly bound unto the **CITY OF RIDGELAND, MISSISSIPPI**, hereinafter called "Owner" in
the penal sum of One Hundred Thirty One Thousand Nine Hundred Ninety Nine and 00/100

Dollars (\$ 131,999.00) 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:

INTEGRATED MOSQUITO MANAGEMENT PROGRAM

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.

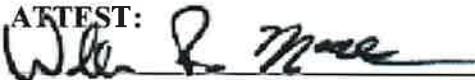
PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees that
no change, extension of time, alteration or addition to the terms of the Contract or to the WORK
to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise

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.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the 20th day of February, 2024.

ATTEST:



(Principal) Secretary

(SEAL)

Vector Disease Control International

(Principal Business Name)

By



(Signature)

SIGN HERE

Witness as to Principal:

(Address)

(Address)

(Printed Name and Title)

1125 Berkshire Blvd, Suite 150

(Address)

Wyomissing, PA 19610

(Address)

ATTEST

(SEAL)



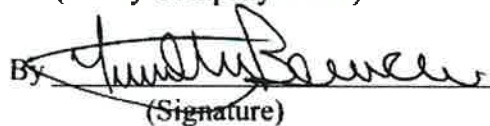
Witness as to Surety:

see attached jurat

Federal Insurance Company

(Surety Company Name)

By



(Signature)

Timothy Bowen, Attorney-in-Fact

(Printed Name and Title)

5909 Peachtree Dunwoody Road, Suite 800

(Address)

Atlanta, GA 30328

(Address)

312 - 780 - 8715

(Phone Number)

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

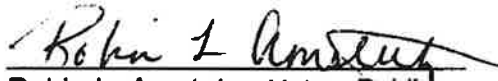
STATE OF ILLINOIS

COUNTY OF COOK

On this 20th day of February, 2024 before me came Timothy Bowen who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of Federal Insurance Company that the seal affixed to said instrument is the Corporate Seal of said Company.

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




Robin L. Amstutz Notary Public

(Seal)



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Robin L. Amstutz, Timothy Bowen and Triniy Garcia of Chicago, Illinois ---

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**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9th day of **September, 2019**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 9th day of **September, 2019**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows 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 she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

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:

"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, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY 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 20th day of February, 2024.



Dawn M. Chloros

Dawn M. Chloros, 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

PERFORMANCE BOND

BOND# K41803630

KNOW ALL MEN BY THESE PRESENTS:

That Vector Disease Control International

(Name of Contractor)

1125 Berkshire Blvd, Suite 150, Wyomissing, PA 19610

(Address of Contractor)

A Corporation hereinafter called "Principal", and
(Corporation, Partnership or Individual)

Federal Insurance Company

(Name of Surety)

hereinafter called "Surety", are held and

firmly bound unto the **CITY OF RIDGELAND, MISSISSIPPI**, hereinafter called "Owner" in the penal sum of One Hundred Thirty One Thousand Nine Hundred Ninety Nine and 00/100 Dollars (\$ 131,999.00) 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:

INTEGRATED MOSQUITO MANAGEMENT PROGRAM

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 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 or outlay and expense which the OWNER may incur in making good and 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 agrees 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 terms 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 three (3) counterparts, each of which shall be deemed an original, this the 20th day of February, 2024.

ATTEST:

W. R. Moore
(Principal) Secretary
(SEAL)

Vector Disease Control International
(Principal Business Name)

By BSP
(Signature)

SIGN HERE

Witness as to Principal:

(Address)

(Address)

(Printed Name and Title)
1125 Berkshire Blvd, Suite 150
(Address)
Wyomissing, PA 19610
(Address)

ATTEST
(SEAL)



Witness as to Surety:

see attached jurat

Federal Insurance Company
(Surety Company Name)

By Timothy Bowen
(Signature)

Timothy Bowen, Attorney-in-Fact
(Printed Name and Title)
5909 Peachtree Dunwoody Road, Suite 800
(Address)
Atlanta, GA 30328
(Address)
312 - 780 - 8715
(Phone Number)

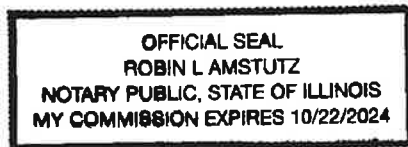
NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

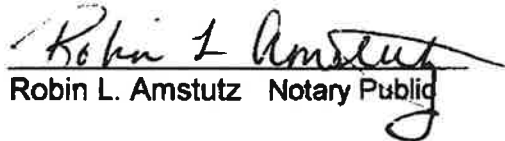
STATE OF ILLINOIS

COUNTY OF COOK

On this 20th day of February, 2024 before me came Timothy Bowen who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of Federal Insurance Company that the seal affixed to said instrument is the Corporate Seal of said Company.

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




Robin L. Amstutz Notary Public

(Seal)

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Robin L. Amstutz, Timothy Bowen and Triniy Garcia of Chicago, Illinois ---

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**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **9th** day of **September, 2019**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **9th** day of **September, 2019**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows 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 she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

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- (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, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY 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 20th day of February, 2024.



Dawn M. Chloros

Dawn M. Chloros, 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



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 25, 2025

RE: **Authorization to Advertise for Request for Proposals (RFP)**
Debris Monitoring and Debris Collection Services

We request that the Mayor and Board of Aldermen authorize the Public Works Department to Advertise for Bids for Debris Monitoring and Debris Collection Services. The Public Works Department utilizes this contract primarily for emergencies. Debris Collection can be used with or without Debris Monitoring Services depending if there has been a State of Emergency declaration issued and if the City will qualify for reimbursement. The current contract is set to expire this October. The Public Works Department will propose a 4-year contract period. The Public Works Department also requests that the Mayor and Board establish a Selection Committee for this RFP process. Thank you for your consideration of this matter.

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



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 25, 2025

RE: **Authority to Sign Contract**
2025 Thermoplastic Pavement Markings on Designated City Streets Project

The Mayor and Board of Aldermen award the referenced contract to AF&G, LLC in the amount of \$202,528.25 at the previous Board Meeting. AF&G, LLC has prepared the necessary contract documents, performance and payment bonds, and insurance forms. I recommend that the Board authorize the Mayor to sign the Contract as submitted. Thank you for your consideration of this matter.

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

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

FY2025 THERMOPLASTIC PAVEMENT MARKINGS
ON DESIGNATED CITY STREETS

APRIL 2025



**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
FY2025 THERMOPLASTIC PAVEMENT MARKINGS
ON DESIGNATED CITY STREETS
CITY OF RIDGELAND, MISSISSIPPI**

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**ADVERTISEMENT FOR BIDS
FOR
PERMANENT THERMOPLASTIC PAVEMENT MARKINGS
CITY OF RIDGELAND, MISSISSIPPI**

NOTICE is hereby given that the City of Ridgeland, Mississippi will receive written sealed bids until the hour of **2:00 PM, local time, on TUESDAY, MAY 20, 2025**, in the Public Works Conference Room at Ridgeland City Hall, 100 West School Street, Ridgeland, Mississippi 39157, for the furnishing of all labor and materials and for the installation of permanent thermoplastic pavement markings on the following City Streets: *North Livingston Road; Post Road; McClellan Drive; Centre Street; and, Old Agency Road.*

Bids are to be stated for the installation of permanent thermoplastic pavement markings along the aforementioned City Streets, and all other work with its related appurtenances necessary to complete the above project as shown and specified in the Contract Documents.

A non-mandatory pre-bid conference will be held at **2:00 PM, on MONDAY, MAY 12, 2025**, in the Public Works Conference Room at Ridgeland City Hall. All plan holders are encouraged to attend.

The **Total Contract Time will be 90 CALENDAR DAYS** and the **liquidated damages will be \$500.00 per consecutive calendar day** thereafter.

Bids will only be accepted on Official Bid Documents provided by the City of Ridgeland Public Works Department. Official Bid Documents must be obtained by making an official written request to the attention of Renee Buckner, P.O. Box 217, Ridgeland, MS 39158, renee.buckner@ridgelandms.org. Emails are considered an official written request. Official Bid Documents can also be downloaded from Central Bidding at www.centralbidding.com and electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process and to register, please call Central Bidding at 225-810-4814.

Optional hard copies of project bid documents are also available for a nonrefundable price of **\$50.00** for each set. Paper copies of the Proposal and Contract Documents may be obtained from the Public Works Department of the City of Ridgeland, Mississippi, at the Ridgeland City Hall, 100 West School Street, Ridgeland, Mississippi 39157.

The DRAWINGS, SPECIFICATIONS AND BID SCHEDULE may also be examined at the following locations:

Mississippi Procurement Technical
Assistance Program (MPTAP)
501 North West Street, Suite B 01
Jackson, MS 39201
Contact: Carlyn McGee
601-359-3448

City of Ridgeland
Public Works Department
Ridgeland City Hall
100 W. School Street
Ridgeland, MS 39157
Contact: Renee Buckner
601-853-2027
renee.buckner@ridgelandms.org

Central Bidding
www.centralbidding.com
225-810-4814

The City of Ridgeland, Mississippi hereby notifies all bidders that it will affirmatively insure 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.

Any contract or contracts awarded under this invitation for bids are expected to be funded in whole or in part by ARPA funds and State Bond Funds. 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 local, state, and ARPA Program Regulations.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Ridgeland, Mississippi as bid security. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with Ridgeland City Hall, Ridgeland, Mississippi prior to the hour and date above designated. No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening, without Owner's consent.

Contract award will be made to the lowest and best bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates applied in the order which is most beneficial to the Owner, and within funds available for the project.

The Mayor and Board of Aldermen reserve the right to accept or reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN, ON THIS THE 15TH DAY OF APRIL 2025.

CITY OF RIDGELAND, MISSISSIPPI

BY: **(s) Gene F. McGee, Mayor**

Publish MONDAY, APRIL 21, 2025 and MONDAY, APRIL 28, 2025 IN THE CLARION LEDGER NEWSPAPER.

Furnish proof of publication to: Paula Tierce, City Clerk, and Renee Buckner, City of Ridgeland; P.O. Box 217; Ridgeland, MS 39158-0217 (601-856-7113)

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

INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:** See copy of Advertisement for Bids bound herewith.
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 as follows:
 1. Bid for construction of:

**FY2025 Thermoplastic Pavement Markings
On Designated City Streets
City of Ridgeland, Mississippi**
 2. Certificate of Responsibility No. Type text here.
 - 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. Contract award will be made to the lowest and best bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates applied in the order which is most beneficial to the Owner, and within funds available for the project.
 - B. The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the bidder.
 - C. The Owner may negotiate bid price adjustments with the low responsive bidder, including changes in the contract documents, in order to enter a contract for an amount not to exceed the funds allocated if the low bidder is not more than ten percent (10%) above the funds allocated.
 - D. **The CITY OF RIDGELAND, MISSISSIPPI reserves the right to reject any or all bids and to waive any and all informalities.**
4. **Addenda and Interpretations:**
 - A. Should a bidder find discrepancies in, or omissions from, the drawings or specifications or should be in doubt as to their written meaning, he should at once notify the City of Ridgeland Public Works Director, who will send a written instruction or interpretation to all known holders of the documents. The City of Ridgeland Public Works Director 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.
6. **Certificate of Responsibility Number:**
- A. Each Contractor submitting a bid must show on the face of the envelope containing the bid, his Mississippi State 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 CR work classification(s) qualifies him to perform the type(s) of work required for this project, must be submitted when required by Owner.
7. **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 bidder'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.
 - 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. **Any bid submitted by a nonresident CONTRACTOR which does not include the nonresident CONTRACTOR'S current state law shall be rejected and not considered for award.**
 - C. Nonresident BIDDERS Certificate: Nonresident CONTRACTORS must complete the Nonresident BIDDERS Certificate included in the Contract Documents (page C-9) 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.
8. **Bid Security**
- A. 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.**

9. Liquidated Damages for Failure to Enter into Contract

- A. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required **within ten (10) working days after he has received the contract for execution**, shall forfeit to the Owner, as liquidated damages, the bid security deposited with his bid.

10. Security for Faithful Performance

- A. Simultaneously with his 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.

11. Law and Regulations

- A. The bidder'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.

12. Condition of Work

- A. Each bidder shall visit the site and inform himself 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 his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

13. Obligation of Bidder

- A. 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).

14. Time of Completion

- A. 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.

15. Proposal Guarantees

- A. Proposal guarantees will be returned to the unsuccessful bidders as soon as a Contract has been awarded, and to the successful bidder after he has executed the Contract and has furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.

16. Non-Collusion Affidavit

- A. Contractor must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**

17. Interpretations:

- A. 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 City of Ridgeland Public Works Director for a formal decision which will be given in writing to all Drawing and Specification holders.

18. Subcontractor

- A. 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.**
- B. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER for acceptance, a list of the names of Subcontractors and such other persons and organization (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 City of Ridgeland Public Works Director will notify the CONTRACTOR in writing if either the OWNER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER 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 to reject any WORK, MATERIAL or EQUIPMENT that is not in conformance with the requirements of the Contract Documents.
- C. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER.

- D. 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 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 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.
- E. 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.
- F. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- G. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- H. The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and materialmen 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 CONTRACTORS the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - b. The OWNER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
 - c. If in the opinion of the City of Ridgeland Public Works Director, 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

- A. 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

- A. The Contractor will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section 4, as enclosed herein for the full term of the Contract.

21. Contract Award

- A. Award of Contract, if made, shall be **within sixty working (60) days of date of receipt of Bids.**

22. Issuance of "Notice to Proceed"

- A. If the Contract is awarded, the Owner will issue the "Notice to Proceed" **within sixty (60) working days after the date of agreement of the Contract.**

PROPOSAL

Proposal of AF&G LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Arkansas doing business as a Limited Liability Company, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Ridgeland, Mississippi**, (hereinafter called "OWNER").

In compliance with your advertisement for Bids for construction of:

**FY2025 Thermoplastic Pavement Markings
On Designated City Streets
City of Ridgeland, Mississippi**

BIDDER, hereby proposes to perform all WORK for construction of the 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 **90 consecutive calendar days** thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$500.00 for each consecutive calendar day** thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER	DATE
No Addenda Received	

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 agrees 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.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

Bidder further agrees to execute the contract agreement as bound herein **within ten (10) working 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) working 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.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE C-5-1 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. The bid items listed on the Proposal are generalized only for the purpose of comparing bids. **Any differences between these items described and actual quantities and items required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. By submission of your Proposal, you hereby acknowledge the previous statement.** Compensation will be based on the lump sum and actual construction quantities indicated in the Contract Documents, which include all plans, specifications, and other enclosed documents.
7. Owner reserves the right to award any combination of base and 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.**
8. Each bidder shall furnish with the bid a letter showing the following information:
 - a. Experience record of the bidder on similar projects.
 - b. Name and experience record of the person or persons likely to serve as construction superintendent.

(SEE FOLLOWING SHEETS FOR BID ITEMS)

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 _____) ss:

On this ____ day of _____, 2025, 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.

Name: _____

Signature: _____

Notary Public in and for the

County of _____
State of _____

(Notarial Seal)

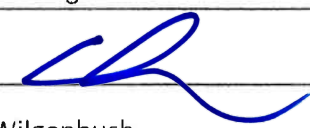
My Commission Expires: _____

LIMITED LIABILITY COMPANY CERTIFICATE
(To Be Executed If Bidder Is A Limited Liability Company)

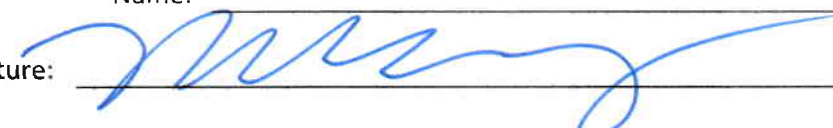
I, the undersigned David Rapp, hereby certify that I am the
Manager of AF&G LLC (the "Company") or if the Company does
not have a Manager, a Member of the Company with full power and authority to bind the
Company; that David Rapp who executed the Proposal on behalf of the
Company is Manager of the Company 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.

Name: David Rapp

Title: Manager

Signature: 

Name: Melissa Ashley-Wilgenbush

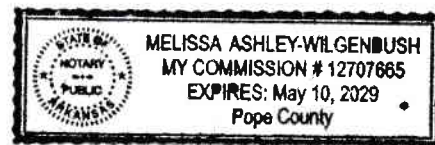
Signature: 

Notary Public in and for the

County of Pope

State of Arkansas

(Notarial Seal)



My Commission Expires: May 10, 2029

NONRESIDENT BIDDER CERTIFICATE
(To Be Executed If Bidder Is A Nonresident)

I, David Rapp, hereby certify that the CONTRACTOR,
AF&G LLC, is domiciled in the State of Arkansas and

(check and complete one of the following):

() 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.

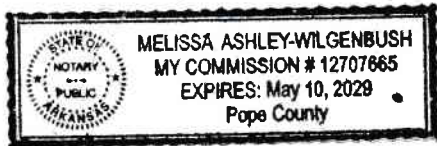
FAILURE TO ATTACH SAID LAW WILL DISQUALIFY THE BID.

(X) the State of Arkansas has no current law pertaining to the treatment 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 Manager



(SEAL)

Sworn before me this 20 day of May, 2025.

 Notary Public
My commission expires May 10, 2029

NONRESIDENT BIDDER CERTIFICATE
(To Be Executed If Bidder Is A Nonresident)

I, _____, hereby certify that the CONTRACTOR,
_____, is domiciled in the State of _____ and

(check and complete one of the following):

(____) 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.

FAILURE TO ATTACH SAID LAW WILL DISQUALIFY THE BID.

(____) the State of _____ has no current law pertaining to the treatment 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 _____, 2025.

_____, Notary Public

My commission expires _____

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF ~~MISSISSIPPI~~ ^{Arkansas}

COUNTY OF Faulkner

I, David Rapp

(name of person signing affidavit)

individually, and in my capacity as Manager

(title)

of AF&G LLC

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

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

- (a) That David Rapp, AF&G LLC, Bidder on the **FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS, in the 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 [Signature]

Title Manager

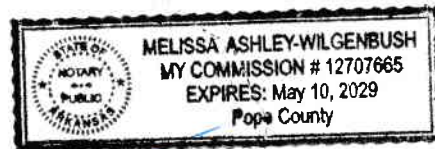
(SEAL)

Sworn before me this 20 day of May, 2025.

My commission expires May 10, 2029

Notary Public

[Signature]
Melissa Ashley-Wilgenbush



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

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 **FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS, in the 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 _____, 2025.

My commission expires _____ Notary Public

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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF ~~MISSISSIPPI~~ ARKANSAS
COUNTY OF ~~FAULKNER~~

I, David Rapp
(name of person signing affidavit)
individually, and in my capacity as Manager
(title)
of AF&G LLC
(name of firm, partnership, limited liability company, or corporation.)

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

- (a) That David Rapp, AF&G LLC, Bidder on the **FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS, in the 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 [Signature]

Title Manager

(SEAL)

Sworn before me this 20 day of May, 2025.

My commission expires May 10, 2029



[Signature] Notary Public

Melissa Ashley-Wilgenbush

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

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 **FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS, in the 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 _____, 2025.

My commission expires _____ Notary Public

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

BID FORM**FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS**

CITY OF RIDGELAND, MISSISSIPPI

April 2025

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
BASE BID					
BB-1	MAINTENANCE OF TRAFFIC	LS	1	12,500.00	12,500.00
BB-2	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	71,045	0.95	67,492.75
BB-3	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	72,834	0.95	69,192.30
BB-4	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	1,400	0.95	1,330.00
BB-5	6" THERMOPLASTIC DETAIL STRIPE, WHITE	LF	2,816	0.95	2,675.20
BB-6	4" THERMOPLASTIC RUMBLE BAR KIT, INCLUDES 125-MIL 4" BASE & 250-MIL 2" BAR	LF	90	15.00	1,350.00
BB-7	THERMOPLASTIC LEGEND, WHITE	SF	2,399	12.00	28,788.00
BB-8	RED-CLEAR RAISED PAVEMENT MARKERS	EA	1,653	5.00	8,265.00
BB-9	CLEAR-CLEAR RAISED PAVEMENT MARKERS	EA	664	5.00	3,320.00
BB-10	TWO-WAY YELLOW RAISED PAVEMENT MARKERS	EA	1,443	5.00	7,215.00
BB-11	REMOVAL OF PAVEMENT MARKINGS, 6" Equivalent Length	LF	200	2.00	400.00
TOTAL BASE BID					202,528.25

RESPECTFULLY SUBMITTED BY: AF&G LLC
(COMPANY, PRINT)David Rapp
(NAME, PRINT)Manager
(TITLE, PRINT)(SEAL)
IF BY CORPORATION
(SIGNATURE)ADDRESS: 260 S Harkrider Street
Conway, AR 72032PHONE NUMBER: (501) 771-9929CERTIFICATE OF RESPONSIBILITY NUMBER: 24346-SC

BID FORM**FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS**

CITY OF RIDGELAND, MISSISSIPPI

April 2025

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
BASE BID					
BB-1	MAINTENANCE OF TRAFFIC	LS	1		
BB-2	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	71,045		
BB-3	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	72,834		
BB-4	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	1,400		
BB-5	6" THERMOPLASTIC DETAIL STRIPE, WHITE	LF	2,816		
BB-6	4" THERMOPLASTIC RUMBLE BAR KIT, INCLUDES 125-MIL 4" BASE & 250-MIL 2" BAR	LF	90		
BB-7	THERMOPLASTIC LEGEND, WHITE	SF	2,399		
BB-8	RED-CLEAR RAISED PAVEMENT MARKERS	EA	1,653		
BB-9	CLEAR-CLEAR RAISED PAVEMENT MARKERS	EA	664		
BB-10	TWO-WAY YELLOW RAISED PAVEMENT MARKERS	EA	1,443		
BB-11	REMOVAL OF PAVEMENT MARKINGS, 6" Equivalent Length	LF	200		
TOTAL BASE BID					

RESPECTFULLY SUBMITTED BY: _____
(COMPANY, PRINT)_____
(NAME, PRINT)_____
(TITLE, PRINT)(SEAL)
IF BY CORPORATION_____
(SIGNATURE)

ADDRESS: _____

PHONE NUMBER: _____

CERTIFICATE OF RESPONSIBILITY NUMBER: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That AF&G LLC dba Arkansas Fence and Guard Rail

(Name of Contractor)

PO Box 7776 Little Rock, AR 72217-7776

(Address of Contractor)

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

AND National American Insurance Company hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto the **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 20th day of May, 2025. The Condition of the above obligation is such that whereas the Principal has submitted to the **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:

"FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS"

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.

AF&G LLC dba Arkansas Fence and Guard Rail

(L.S.)

National American Insurance Company

Principal

Surety

By:

By: Christy Long, 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.

END OF SECTION

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

FOR BID BOND USE
ONLY

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Brian A. Boyd, Miki Rogers, J. Alan Rogers, Shana Meyer, Christy Long

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$6,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Crystal Exp

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 20 day of May, 2025



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

CONTRACT

THIS AGREEMENT, made this the 27th day of June, 2025, by and between the **CITY OF RIDGELAND MISSISSIPPI** hereinafter called "OWNER" and AF&G LLC, 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 **"FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS"** 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 **90-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) Advertisement for Bids
 - (c) Instruction to Bidders
 - (d) Signed Copy of Proposal Form and Bidder's Certificate
 - (e) Executed Non-Collusion Form and Compliance Statements
 - (f) Executed Performance Bond
 - (g) Executed Payment Bond
 - (h) NSPE General Conditions
 - (i) Special Contract Provisions
 - (j) Technical Specifications
 - (K) SPECIFICATIONS prepared or issued by the **City of Ridgeland**, dated, **April 2025**.
 - (l) ADDENDA:
No. Dated
No. Dated
 - (m) 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 \$500.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$500.00 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, 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 or for 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 shall guarantee to the OWNER all work performed and all equipment installed under this contract shall be free from defects in workmanship and materials for a period of one (1) year unless noted otherwise from date of partial maintenance release and final written acceptance by the OWNER. Defects shall be corrected arising during this one (1) year period at the CONTRACTOR's own expense, upon written notice of the OWNER or his authorized representative.
9. 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.

10. 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.
11. 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:
- | | |
|---------------------|---|
| <u>\$202,528.25</u> | <u>Two hundred two thousand twenty and 25/100 dollars</u> |
| | (not less than one hundred percent of Contract amount) |
12. 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:
- | | |
|---------------------|---|
| <u>\$202,528.25</u> | <u>Two hundred two thousand twenty and 25/100 dollars</u> |
| | (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 **4 copies** each of which shall be deemed an original on the date first above written.

City of Ridgeland

BY: _____
NAME: Gene F. McGee
TITLE: Mayor

ATTEST:

BY: _____
NAME: Paula Tierce
TITLE: City Clerk

(SEAL)

Contractor

BY:  _____
COMPANY: AF&G LLC
NAME: David Rapp
TITLE: General Counsel/Manager

ATTEST:

BY: _____
NAME: Melissa Ashley
TITLE: Operations Manager

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That AF&G LLC

(Name of Contractor)

260 S. Harkrider, Conway, AR 72032

(Address of Contractor)

a Limited Liability Company hereinafter called "Principal",

(Corporation, Partnership, Limited Liability Company, or Individual)

AND _____ hereinafter called "Surety",

(Name of Surety)

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

\$202,528.25

Dollars _____

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 27th day of June, 2025, a copy of which is
hereto attached and made a part hereof for the construction of:

"FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS"

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 terms 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 four (4) counterparts, each of which shall be deemed an original, this the 27th day of June, 2025.

ATTEST:

(Principal)

(SEAL)

Witness as to Principal

(Address)

ATTEST:

(SEAL)

Witness as to Surety

(Address)

AF&G LLC

(Principal)

By  _____

260 S. Harkrider

(Address)

Conway, AR 72032

(Surety)

By _____
Attorney-in-Fact

(Address)

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.

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That AF&G LLC

(Name of Contractor)

260 S. Harkrider, Conway, AR 72032

(Address of Contractor)

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

AND _____ hereinafter called "Surety",

(Name of Surety)

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

\$202,528.25 Dollars _____

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 27th day of June, 2025, a copy of which is
hereto attached and made a part hereof for the construction of:

FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS

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.

WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the 27th day of June, 2025.

ATTEST:

_____	AF&G LLC
(Principal)	_____
(SEAL)	By  _____
	260 S. Harkrider

	(Address)
_____	Conway, AR 72032
Witness as to Principal	_____

(Address)	

ATTEST:

(SEAL)	_____
	(Surety)
	By _____
	Attorney-in-Fact
_____	_____
Witness as to Surety	(Address)
_____	_____
(Address)	

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.

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

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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 at the Site.
44. *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 thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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 Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. 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 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. 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 Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
 - 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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier 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 editions; or
2. 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.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- 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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 - 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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and
 - 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. 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:

1. loss 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 perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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 at all times maintain good discipline and order at the Site.
- B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it 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; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. 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 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 by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. 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 6.17.D.

B. 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. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

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.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 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 or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 6.20.A shall 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.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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 Documents.

8.12 *Compliance with Safety Program*

- 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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. 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, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the 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; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, 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.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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:*
 1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. 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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 9.07, 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 Documents; 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, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to 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.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. 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;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. 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 tentative list.

14.05 *Partial Utilization*

- 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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. *Engineer's Review of Application and Acceptance:*

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. 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
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven 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;
 - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

- 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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SECTION 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.
- 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 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, park visitors, 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.

- 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 Contractor must provide all horizontal and vertical control for the construction of the Project at the Contractor's expense. Preservation of reference points will be the responsibility of the Contractor. The Contractor must provide all grades, 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 City of Ridgeland Public Works Director.

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 contact 811 to request utility locates and 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. Damages 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 or private 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 approval by the City of Ridgeland Public Works Director, 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 City of Ridgeland Public Works Director at the Pre-construction Conference a compliance statement where required.
- B. Such compliance form shall be provided by the City of Ridgeland Public Works Director.

1-08 LEAD BASED PAINT

- A. Use of lead based paint on the project is prohibited.

1-09 TEMPORARY TOILETS

- A. None required for this Contract.

1-10 TEMPORARY JOB OFFICE FOR OWNER'S REPRESENTATIVE

- A. None required for this Contract.

1-11 WAGE RATES

- A. None required for this Contract.

1-12 PROJECT SIGN

- A. Not 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.

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 City of Ridgeland Public Works Director.
- B. The City of Ridgeland Public Works Director will prepare an agenda and distribute advance copies to each participant. The City of Ridgeland Public Works Director 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 the City of Ridgeland Public Works Director 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 City of Ridgeland Public Works Director 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. Present at the conference will be the OWNER or his representative, CONTRACTOR, his Superintendent, and major Subcontractors.

END OF SECTION

SECTION 2

INSTRUCTIONS FOR BONDS

PART 1 - GENERAL

- 1-01 GENERAL: The following instructions and requirements for Bonds shall apply to this Project.
- 1-02 SURETY: 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: 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 his 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:** The date shown on these bonds **must not be** prior to the date of the contract in connection with which they are given.

END OF SECTION

SECTION 3

SPECIAL PROVISIONS

1. SCOPE OF WORK

1.1 Location and Description

The work required under this contract includes the furnishing of all materials, tools, equipment, labor and incidentals necessary for satisfactory completion of

“FY2025 THERMOPLASTIC PAVEMENT MARKINGS ON DESIGNATED CITY STREETS”

2. TEMPORARY CONTROLS

2.1 General

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.

2.2 Noise Control

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.

2.3 Water Control

2.3.1 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.

2.3.2 Fill, grading and ditching shall be controlled to direct water away from excavations, pits, tunnels and other construction areas, and to proper runoff course so as to prevent any erosion, damage or nuisance.

2.3.3 The Contractor shall provide, operate and maintain equipment and facilities of adequate size to control surface water.

2.3.4 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.

2.4 Pollution Control

2.4.1 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.

2.4.2 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.

2.4.3 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.

2.5 Erosion Control

2.5.1 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.

2.5.2 Fills and waste areas shall be constructed by selective placement to eliminate surface silts and clays which will erode.

2.5.3 The Contractor shall periodically inspect earthwork to detect any evidence of the start of erosion, and shall apply corrective measures to control erosion at not additional cost to the Owner.

3. RECORDS

The Contractor shall maintain a complete and accurate log of all installed work as it progresses. Upon completion of major items or upon request, the Contractor shall submit two (2) copies to the City of Ridgeland Public Works Director.

5. CONTRACT SPECIFICATIONS

The Specifications governing the work under this Contract shall be all special provisions set forth hereinafter in Section K, Technical Specifications, together with any and all addenda.

6. REVIEW OF THE WORK

Resident Project Representatives, who are representatives of the Owner, 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 Owner 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 insure 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.**

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.

7. SUGGESTIONS TO CONTRACTOR

Means, process or method of work suggested by the City of Ridgeland Public Works Director 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 Owner will assume no responsibility therefor.

8. CONTRACTOR'S OBLIGATIONS

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 City of Ridgeland Public Works Director 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 Owner.

The Contractor shall be responsible for any state and local permits.

9. TIME FOR COMPLETION

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".

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.

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 conditions prevailing in this locality.

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.

10. SUPPLEMENTARY DRAWINGS

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.

Six (6) copies of each drawing and necessary data shall be submitted to the City of Ridgeland Public Works Director. 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.

After the City of Ridgeland Public Works Director 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".

Unless otherwise directed by the City of Ridgeland Public Works Director, 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 City of Ridgeland Public Works Director.

When Drawings and data are returned marked "Revise and Resubmit", the corrections shall be made as noted thereon and as instructed by the City of Ridgeland Public Works Director and six (6) corrected copies resubmitted.

The City of Ridgeland Public Works Director'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 City of Ridgeland Public Works Director'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.

Corrections or comments made on the drawings during the City of Ridgeland Public Works Director'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.

Drawings and data, after final processing by the City of Ridgeland Public Works Director, 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.

11. CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

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 Owner in the Certificate of Substantial Completion.

12. COOPERATION BETWEEN CONTRACTORS

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.

END OF SECTION

SECTION 4 INSURANCE REQUIREMENTS

Note: All references to "Owner" herein shall refer to the **City of Ridgeland, Mississippi**.

The Contractor shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the Owner.

If a part of this Contract is sub-let, the Contractor shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime Contractor.

No Contractor or subcontractor will be allowed to start construction work on this Contract until certificates of all 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.

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:

1. Workmen's Compensation and Employer's Liability Insurance:

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 minimum amount of Five Hundred Thousand Dollars (\$500,000) for each person. This policy shall include an "all states" endorsement.

2. Contractor's Comprehensive General Liability Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

- a. Each occurrence limit of \$1,000,000, and
- b. \$2,000,000 in the aggregate.

The Comprehensive General Liability policies carried by both the prime and the subcontractors shall provide coverage of the following hazards; but not limited to:

- 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.
- d. Personal, Bodily Injury, Products, and Completed Operations coverages.

3. Automotive Liability:

The Contractor shall maintain automobile liability insurance in the amount of not less than \$1,000,000 combined single limit to protect 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.

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

4. Owner's Protective Liability Policy:

The Contractor shall maintain Owner's Protective Liability Insurance with the Owner as the named insured, and its servants and agents, as additional insureds in amount not less than the following:

- a. Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

5. Umbrella liability insurance with a limit of not less than five million dollars (5,000,000) providing additional coverage to the policies listed above.

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 5
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1-01 REQUIREMENTS INCLUDED

- A. Submit Shop Drawings, Product Data and Samples required by Contract Documents.
- B. Submit three (3) bound copies to the City of Ridgeland Public Works Director 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 the City of Ridgeland Public Works Director.
- 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 City of Ridgeland Public Works Director 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 the City of Ridgeland Public Works Director's review.

1-06 SUBMISSION REQUIREMENTS

A. Transmittal Letter and Submittals:

1. Use transmittal forms acceptable to the City of Ridgeland Public Works Director.
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 City of Ridgeland Public Works Director 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 City of Ridgeland Public Works Director.
- C. Samples: Submit new samples as required for initial submittal.

1-08 CITY OF RIDGELAND PUBLIC WORKS DIRECTOR DUTIES

- A. Review submittals with reasonable promptness and in accord with project schedule.
 - . Affix initials or signature, and indicate requirements for resubmittal, or review of submittal.
- C. Return submittals to Contractor for distribution or for resubmission.

END OF SECTION

SECTION 6 RECORD DOCUMENTS

PART 1 - GENERAL

1-01 REQUIREMENTS INCLUDED

- A. **The Contractor shall maintain, during the course of the work, and provide to the City of Ridgeland Public Works Director, 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 Owner.
- D. Record documents shall not be used for other purposes and shall not be removed from the field office without the Owner's approval.

1-03 MARKING SYSTEM

- A. Make changes, revisions, additions, deletions, etc., carefully and in legible form acceptable to the Owner.
- 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 City of Ridgeland Public Works Director.
- 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.**
- D. **No final application for payment will be processed until the Project Record Documents and Drawings have been submitted and approved.**

END OF SECTION

SECTION 7 CONTRACT CLOSEOUT

PART 1 - GENERAL

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 City of Ridgeland Public Works Director.

1-02 SUBSTANTIAL COMPLETION

- A. When contractor considers the work is substantially complete, he shall submit to the City of Ridgeland Public Works Director:
 - 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 Owner 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 re-inspected.
- D. When the Owner 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 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 City of Ridgeland Public Works Director that:
 - 1. Equipment and systems have been tested in the presence of the 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 City of Ridgeland Public Works Director to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should work be considered incomplete or defective:
 - 1. The Owner 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 Owner that the work is complete.
 - 3. Work will be re-inspected.
- 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: Applicable Building Code
- 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.
- H. Spare Parts and Maintenance Materials: As specified in Contract Documents.
- 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 the City of Ridgeland Public Works Director.
- 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.**

END OF SECTION

SECTION 8
SCHEDULE OF VALUES
for LUMP SUM BID ITEMS

I. GENERAL

- A. 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 the Owner'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.

II. 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.

END OF SECTION

GOVERNING SPECIFICATIONS

All material and construction requirements shall be in strict compliance with the current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

The Contractor, at no additional cost to the Owner, shall be responsible for furnishing manufacturer's certifications that all materials incorporated into construction of this project meet the specifications.

SCOPE OF WORK SUMMARY

**PROJECT: FY2025 THERMOPLASTIC PAVEMENT MARKINGS
ON DESIGNATED CITY STREETS**

GENERAL DESCRIPTION

- A. The work within this project shall consist of furnishing all labor and materials for the installation of permanent thermoplastic pavement markings of the type specified at the locations established in the SUMMARY OF QUANTITIES schedules or as directed by the Public Works Director on the following City Streets:
 - **North Livingston Road, West County Line Road to Lake Cavalier / North Livingston Road**
 - **Post Road, Rice Road to Yacht Club Road**
 - **McClellan Drive, previous overlay limits to bridge**
 - **Centre Street, Adcock Drive to County Line Road**
 - **Old Agency Road, North Livingston Road to Old Agency Parkway**
- B. The contract documents do not include an official set of construction plans but include the following SUMMARY OF QUANTITIES schedules and Standard Detail Drawings within this Scope of Work Summary.
- C. Application of thermoplastic pavement markings shall be made on clean asphalt pavement no sooner than 7-days following the final surface course paving.
- D. The following list of scope of work items shall be accomplished using the pay items and corresponding specifications and special provisions as set forth in this Contract.

SCOPE OF WORK SUMMARY

Summary of Quantities			
Pay Item No.	Description	Units	Quantity
BB-1	Maintenance of Traffic	LUMP SUM	1
BB-2	6" Thermoplastic Edge Stripe, Continuous White	LINEAR FOOT	71,045
BB-3	6" Thermoplastic Traffic Stripe, Continuous Yellow	LINEAR FOOT	72,834
BB-4	6" Thermoplastic Traffic Stripe, Skip Yellow	LINEAR FOOT	1,400
BB-5	6" Thermoplastic Detail Stripe, White	LINEAR FOOT	2,816
BB-6	4" Thermoplastic Rumble Bar Kit, includes 125-mil 4" base & 250-mil 2" bar	LINEAR FOOT	90
BB-7	Thermoplastic Legend, White	SQUARE FOOT	2,399
BB-8	Red-Clear Raised Pavement Markers	EACH	1,653
BB-9	Clear-Clear Raised Pavement Markers	EACH	664
BB-10	Two-Way Yellow Raised Pavement Markers	EACH	1,443

SCOPE OF WORK SUMMARY

SUMMARY OF QUANTITIES										
NORTH LIVINGSTON ROAD THERMOPLASTIC PAVEMENT MARKINGS										
WEST COUNTY LINE ROAD TO LAKE CAVALIER / NORTH LIVINGSTON ROAD										
	BB-2	BB-3	BB-5	BB-6	BB-7	BB-7	BB-7	BB-8	BB-9	BB-10
Location	6" Thermoplastic Edge Stripe, Continuous White	6" Thermoplastic Traffic Stripe, Continuous Yellow	6" Thermoplastic Detail Stripe, Continuous White	4" Thermoplastic Rumble Bar Kit	"24-in. Stop Bar" Thermoplastic Legend, White	"STOP" Thermoplastic Legend, White	"AHEAD" Thermoplastic Legend, White	Red-Clear Raised Pavement Markers	Clear-Clear Raised Pavement Markers	Two-Way Yellow Raised Pavement Markers
UNITS	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	EACH	EACH	EACH	EACH	EACH
TOTAL	32,810	33,792	1,206	90	264	1	1	821	321	423
Northbound Centerline		16,896								423
Southbound Centerline		16,896								
Northbound Edge Line	16,220							406		
Southbound Edge Line	16,590							415		
West County Line Road			180						38	
West County Line Road Stop Bar					40					
410-ft North of West County Line Road				45						
685-ft North of West County Line Road							1			
735-ft North of West County Line Road						1				
810-ft North of West County Line Road				45						
Mary Myles Road	(45)		50		9				25	
Peatry Pendleton Road	(55)		50		17				25	
Old Agency Road	(306)		326		37				53	
Rouser Road	(116)		100		40				30	
Hill Lane	(40)		50		10				25	
Walter Payton Lane	(60)		70		18				27	
Greens Crossing Road	(90)		80		28				28	
Hidden Oaks Drive	(100)		100		25				30	
Lake Cavalier / North Livingston	(170)		200		40				40	
		Thermoplastic Legend Area per LF or Each, SF			2	24.6	32.3			
		Thermoplastic Legend Subtotal, SF			528	24.6	32.3			
		Thermoplastic Legend Total, SF			584.9					
* negative values (##) indicate a gap in the pavement marking										
** Thermoplastic Detail Stripe shown above is only for side street intersection radius edge lines.										
*** Thermoplastic Legend includes pavement markings for stop bars, yield bars, crosswalks, symbols and text.										
**** Red-Clear Raised Pavement Markers are spaced every 40-ft along edge lines and every 20-ft along turn lane detail lines.										
***** Clear-Clear Raised Pavement Markers are spaced every 10-ft along side street intersection radius edge lines. Place markers 40-ft before the beginning of radius or taper and extend markers 40-ft from end of radius or taper.										
***** Two-Way Yellow Raised Pavement Markers are spaced every 40-ft along the center double yellow centerlines.										

SCOPE OF WORK SUMMARY

SUMMARY OF QUANTITIES											
POST ROAD THERMOPLASTIC PAVEMENT MARKINGS											
RICE ROAD TO YACHT CLUB ROAD											
	BB-2	BB-3	BB-5	BB-7	BB-7	BB-7	BB-7	BB-7	BB-8	BB-9	BB-10
Location	6" Thermoplastic Edge Stripe, Continuous White	6" Thermoplastic Traffic Stripe, Continuous Yellow	6" Thermoplastic Detail Stripe, Continuous White	"24-in. Stop Bar" Thermoplastic Legend, White	"24-in. Crosswalk" Thermoplastic Legend, White	"12-in. Crosswalk" Thermoplastic Legend, White	"XING" Thermoplastic Legend, White	"Bicycle Symbol" Thermoplastic Legend, White	Red-Clear Raised Pavement Markers	Clear-Clear Raised Pavement Markers	Two-Way Yellow Raised Pavement Markers
UNITS	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	EACH	EACH	EACH	EACH	EACH
TOTAL	6,574	6,276	400	121	180	195	2	2	165	141	160
Eastbound	3,162	3,138							80		80
Westbound	3,412	3,138							85		80
Post Road @ Rice Road			130	27						33	
Rice Road @ Post Road				24							
Madison Landing Circle	(80)	(160)	50							25	
110-ft west of Crosswalk								1			
50-ft west of Crosswalk							1				
Multi-Use Path Crosswalk	(24)	(24)			60						
50-ft east of Crosswalk							1				
110-ft east of Crosswalk								1			
Old Trace Park	(120)	(240)	80	13	120					28	
Mallard Pointe Circle West	(45)										
Mallard Pointe Circle East	(45)										
Overlook Pointe	(130)	(260)	85	20		70				29	
Mallard Pointe Drive West	(50)										
Mallard Pointe Drive East	(60)										
Point Clear	(120)	(240)		25		125					
Yacht Club Road			55	12						26	
	Thermoplastic Legend Area per LF or Each, SF			2.0	2.0	1.0	18.5	21.0			
	Thermoplastic Legend Subtotal, SF			242.0	360.0	195.0	37.0	42.0			
	Thermoplastic Legend Total, SF			876.0							
* negative values (##) indicate an omitted section in the pavement marking											
** Thermoplastic Detail Stripe shown above is only for side street intersection radius edge lines.											
*** Thermoplastic Legend includes pavement markings for stop bars, yield bars, crosswalks, symbols and text.											
**** Red-Clear Raised Pavement Markers are spaced every 40-ft along edge lines and every 20-ft along turn lane detail lines.											
***** Clear-Clear Raised Pavement Markers are spaced every 10-ft along side street intersection radius edge lines. Place markers 40-ft before the beginning of radius or taper and extend markers 40-ft from end of radius or taper.											
***** Two-Way Yellow Raised Pavement Markers are spaced every 40-ft along the center double yellow centerlines.											

SCOPE OF WORK SUMMARY

SUMMARY OF QUANTITIES									
McCLELLAN DRIVE THERMOPLASTIC PAVEMENT MARKINGS									
PREVIOUS OVERLAY LIMITS TO BRIDGE									
	BB-2	BB-3	BB-5	BB-7	BB-7	BB-7	BB-8	BB-9	BB-10
Location	6" Thermoplastic Edge Stripe, Continuous White	6" Thermoplastic Traffic Stripe, Continuous Yellow	6" Thermoplastic Detail Stripe, Continuous White	"24-in. Stop Bar" Thermoplastic Legend, White	"Left Arrow" Thermoplastic Legend, White	"Right Arrow" Thermoplastic Legend, White	Red-Clear Raised Pavement Markers	Clear-Clear Raised Pavement Markers	Two-Way Yellow Raised Pavement Markers
UNITS	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	EACH	EACH	EACH	EACH	EACH
TOTAL	3,935	3,790	160	30	1	1	100	53	96
Eastbound	1,935	1,895					50		48
Westbound	2,000	1,895					50		48
Hite Wolcott Park Gate B radius edge lines and stopbar	(105)	(210)	70	30				27	
Hite Wolcott Park Gate B turn lane line and	(105)	(210)	30		1	1			
Hite Wolcott Park Gate C radius edge lines	(105)	(210)	60					26	
	Thermoplastic Legend Area per LF or Each, SF			2.0	16.4	16.4			
	Thermoplastic Legend Subtotal, SF			60.0	16.4	16.4			
	Thermoplastic Legend Total, SF			92.8					
* negative values (##) indicate an omitted section in the pavement marking									
** Thermoplastic Detail Stripe includes turn lane lines and side street radius edge lines									
*** Thermoplastic Legend includes pavement markings for stop bars, yield bars, crosswalks, symbols and text.									
**** Red-Clear Raised Pavement Markers are spaced every 40-ft along edge lines and every 20-ft along turn lane detail lines.									
***** Clear-Clear Raised Pavement Markers are spaced every 10-ft along side street intersection radius edge lines. Place markers 40-ft before the beginning of radius or taper and extend markers 40-ft from end of radius or taper.									
***** Two-Way Yellow Raised Pavement Markers are spaced every 40-ft along the center double yellow centerlines.									

SCOPE OF WORK SUMMARY

SUMMARY OF QUANTITIES															
CENTRE STREET THERMOPLASTIC PAVEMENT MARKINGS															
ADCOCK DRIVE TO COUNTY LINE ROAD															
	BB-2	BB-3	BB-4	BB-5	BB-7	BB-7	BB-7	BB-7	BB-7	BB-7	BB-7	BB-8	BB-9	BB-10	
Location	6" Thermo. Edge Stripe, Cont. White	6" Thermo. Traffic Stripe, Cont. Yellow	6" Thermo. Traffic Stripe, Skip Yellow	6" Thermo. Detail Stripe, Cont. White	24" "Stop Bar" Thermo. Legend, White	"Left Arrow" Thermo. Legend, White	"Right Arrow" Thermo. Legend, White	"Comb. Right Arrow" Thermo. Legend, White	"Only" Thermo. Legend, White	"Bicycle Symbol" Thermo. Legend, White	"Bike Lane Arrow" Thermo. Legend, White	Red-Clear Raised Pavement Markers	Clear-Clear Raised Pavement Markers	Two-Way Yellow Raised Pavement Markers	
UNITS	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	
TOTAL	5,850	6,800	1,400	770	105	12	1	3	5	4	4	20	97	208	
Eastbound / Southbound	2,910	3,400	700			4									
Westbound / Northbound	2,940	3,400	700			4									
Adcock Drive lane line and legend		(80)		100	30	1	1		2			5			
Blanch Lowe Drive radius edge line	(70)			50									25		
Ridgewood Road turn lane lines and legend	(228)	(260)		200	48	2		2	2			10			
Ridgewood Road radius edge line	(228)	(260)		270									47		
Ridgewood Road Bicycle Lane Legend										1	1				
Wilson Drive radius edge line & bicycle lane legend	(70)	(160)		50						2	2		25		
County Line Road turn lane & legend				100	27	1		1	1	1	1	5			
	Thermoplastic Legend Area per LF or Each, SF				2.0	16.4	16.4	27.5	22.0	21.0	12.3				
	Thermoplastic Legend Subtotal, SF				210.0	196.8	16.4	82.5	110.0	84.0	49.2				
	Thermoplastic Legend Total, SF				748.9										
* negative values (##) indicate an omitted section in the pavement marking															
** Thermoplastic Detail Stripe includes turn lane lines and side street radius edge lines															
*** Thermoplastic Legend includes pavement markings for stop bars, yield bars, crosswalks, symbols and text.															
**** Red-Clear Raised Pavement Markers are spaced every 40-ft along edge lines and every 20-ft along turn lane detail lines.															
***** Clear-Clear Raised Pavement Markers are spaced every 10-ft along side street intersection radius edge lines. Place markers 40-ft before the beginning of radius or taper and extend markers 40-ft from end of radius or taper.															
***** Two-Way Yellow Raised Pavement Markers are spaced every 40-ft along the center double yellow centerlines.															

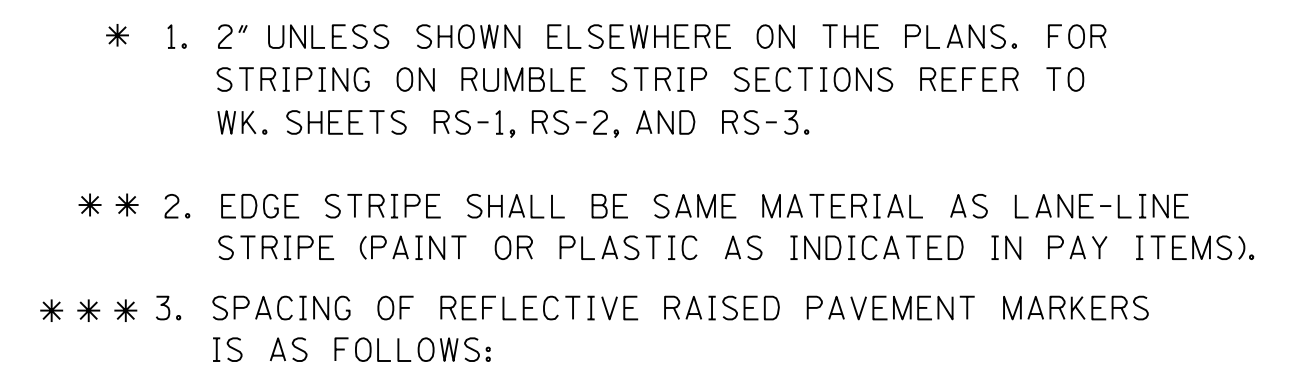
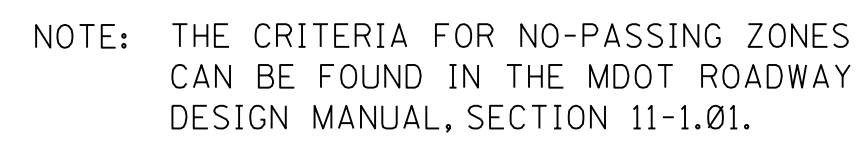
SCOPE OF WORK SUMMARY

SUMMARY OF QUANTITIES

OLD AGENCY ROAD THERMOPLASTIC PAVEMENT MARKINGS

NORTH LIVINGSTON ROAD TO OLD AGENCY PARKWAY

	BB-2	BB-3	BB-5	BB-7	BB-8	BB-9	BB-10
Location	6" Thermoplastic Edge Stripe, Continuous White	6" Thermoplastic Traffic Stripe, Continuous Yellow	6" Thermoplastic Detail Stripe, Continuous White	"24-in. Stop Bar" Thermoplastic Legend, White	Red-Clear Raised Pavement Markers	Clear-Clear Raised Pavement Markers	Two-Way Yellow Raised Pavement Markers
UNITS	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	LINEAR FOOT	EACH	EACH	EACH
TOTAL	21,876	22,176	280	48	547	52	556
Eastbound	10,878	11,088			272		278
Westbound	10,998	11,088			275		278
Whippoorwill	(60)		50	12		25	
Patterson Crossing	(90)		70	18		27	
Wrenfield East	(80)		80	18		28	
Wrenfield West	(70)		80			28	
	Thermoplastic Legend Area per LF or Each, SF			2.0			
	Thermoplastic Legend Subtotal, SF			96.0			
	Thermoplastic Legend Total, SF			96.0			
* negative values (##) indicate an omitted section in the pavement marking							
** Thermoplastic Detail Stripe shown above is only for side street intersection radius edge lines.							
*** Thermoplastic Legend includes pavement markings for stop bars, yield bars, crosswalks, symbols and text.							
**** Red-Clear Raised Pavement Markers are spaced every 40-ft along edge lines and every 20-ft along turn lane detail lines.							
***** Clear-Clear Raised Pavement Markers are spaced every 10-ft along side street intersection radius edge lines. Place markers 40-ft before the beginning of radius or taper and extend markers 40-ft from end of radius or taper.							
***** Two-Way Yellow Raised Pavement Markers are spaced every 40-ft along the center double yellow centerlines.							



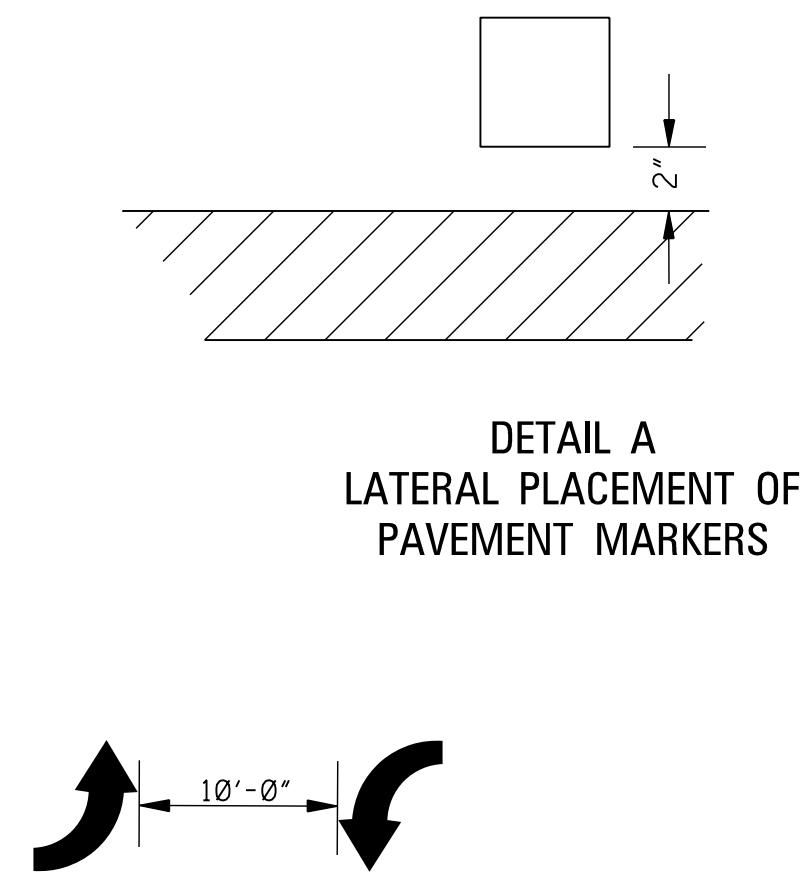
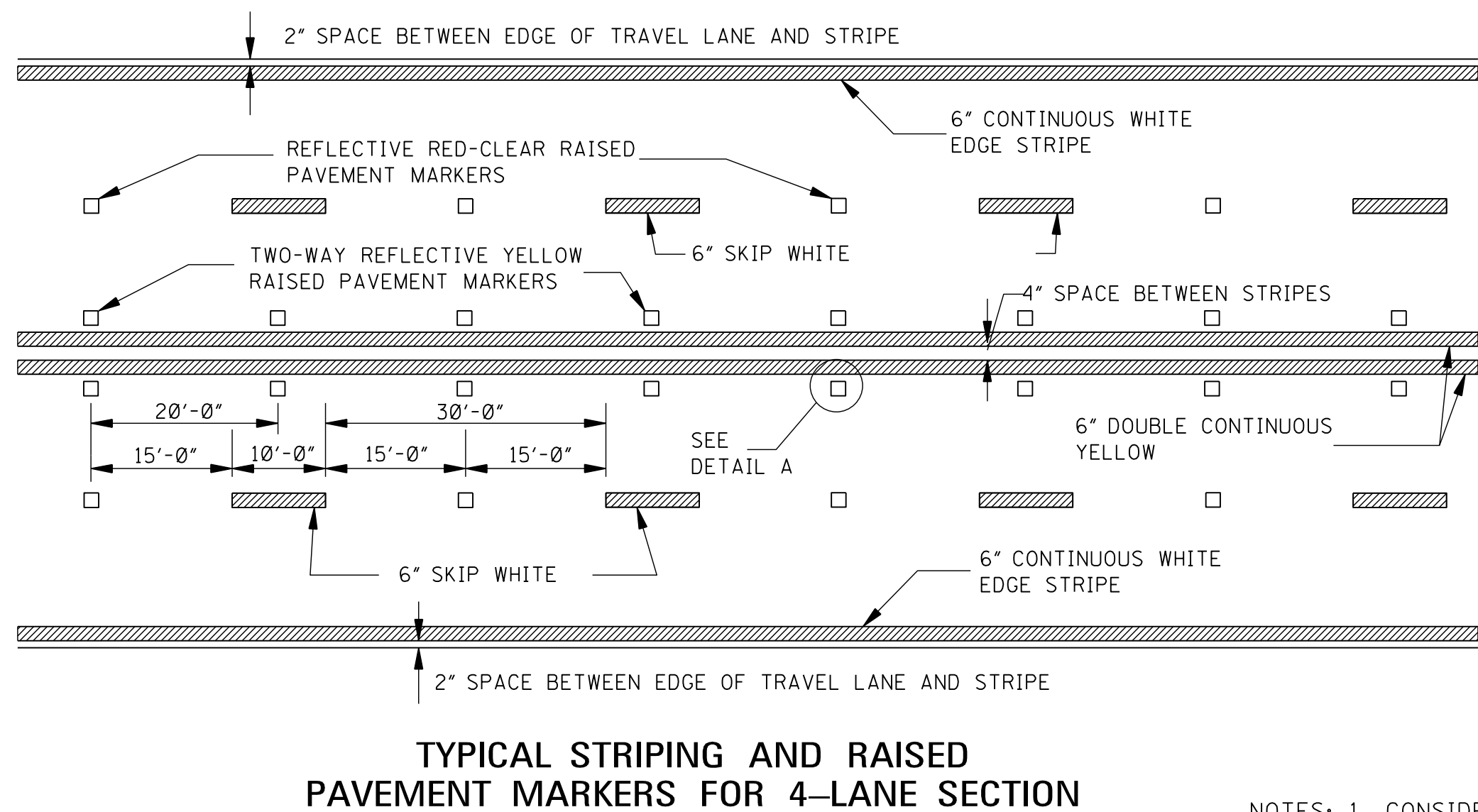
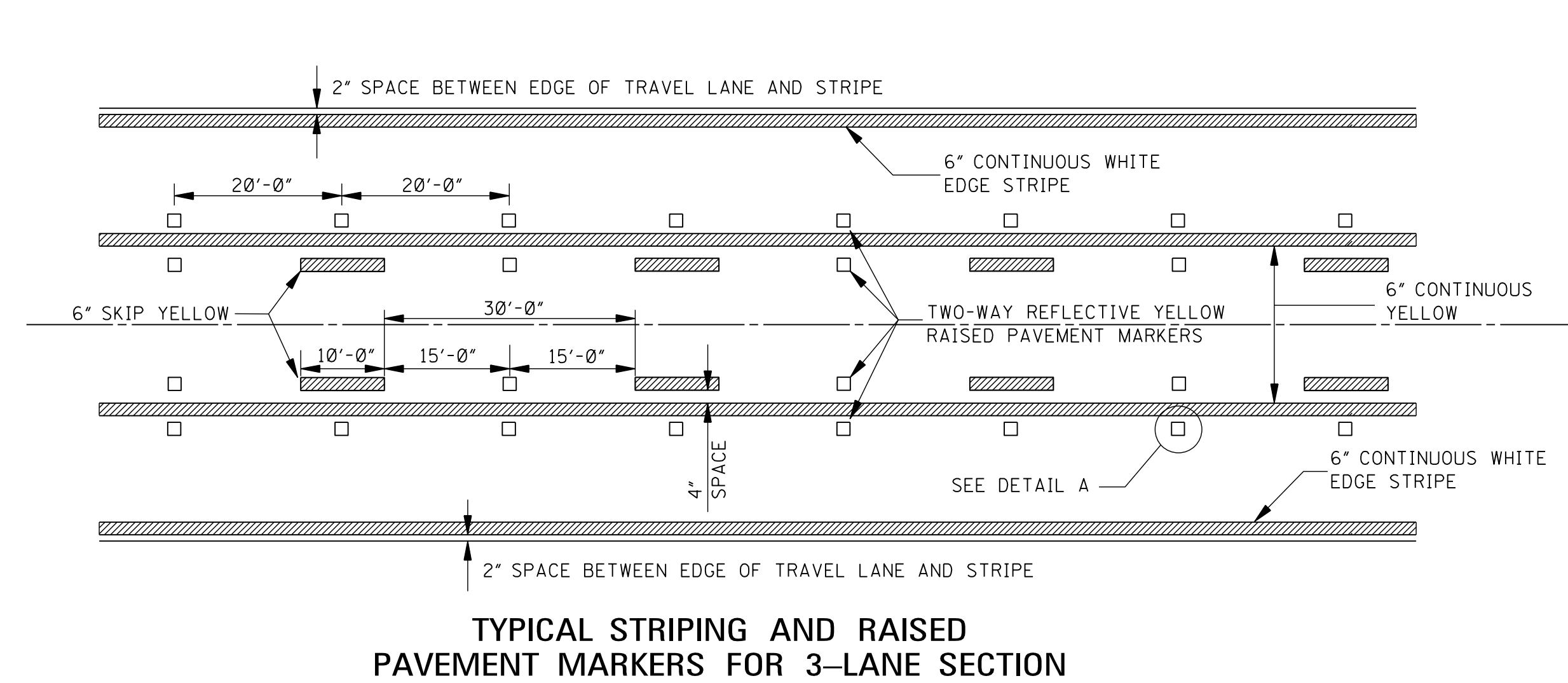
	URBAN AREA (ft-in)	RURAL AREA (ft-in)
TANGENT SECTIONS	40'-0"	80'-0"
HORIZONTAL CURVES	40'-0"	40'-0"
INTERCHANGE LIMITS	40'-0"	+ 40'-0"

+ NOTE: ON THE MAIN FACILITY, REFLECTIVE RED-CLEAR RAISED PAVEMENT MARKERS ON A 40'-0" SPACING WILL BE REQUIRED ON LANE-LINE(S) THROUGH ALL INTERCHANGE AREAS BEGINNING 1000' IN ADVANCE (IN DIRECTION OF TRAFFIC) OF THE EXIT RAMP TAPER AND CONTINUING THROUGH THE INTERCHANGE TO THE END OF THE ENTRANCE RAMP TAPER.

4. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE REFLECTIVE
RAISED PAVEMENT MARKERS AS LISTED IN THE MDOT
"APPROVED SOURCES OF MATERIALS."

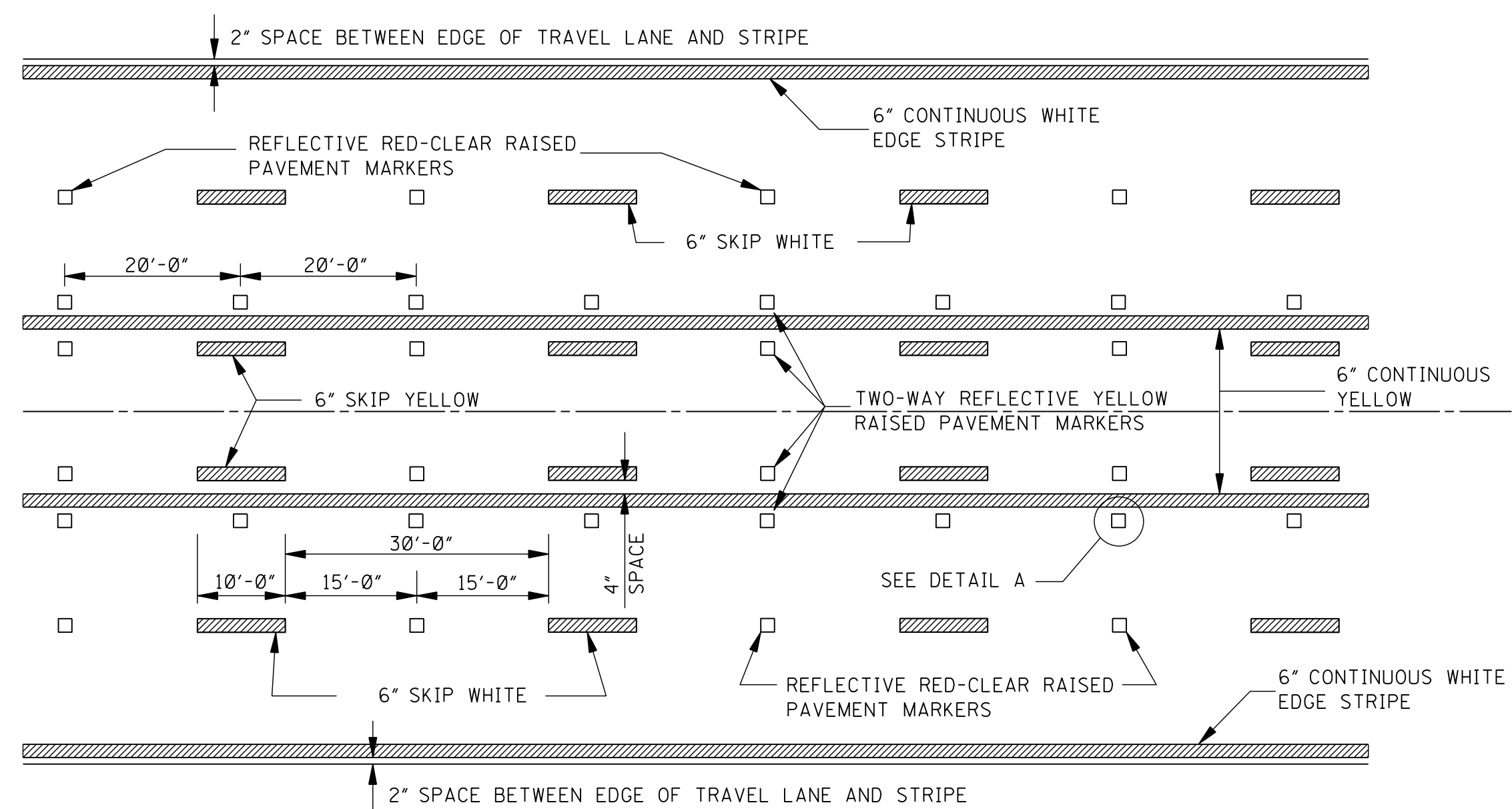
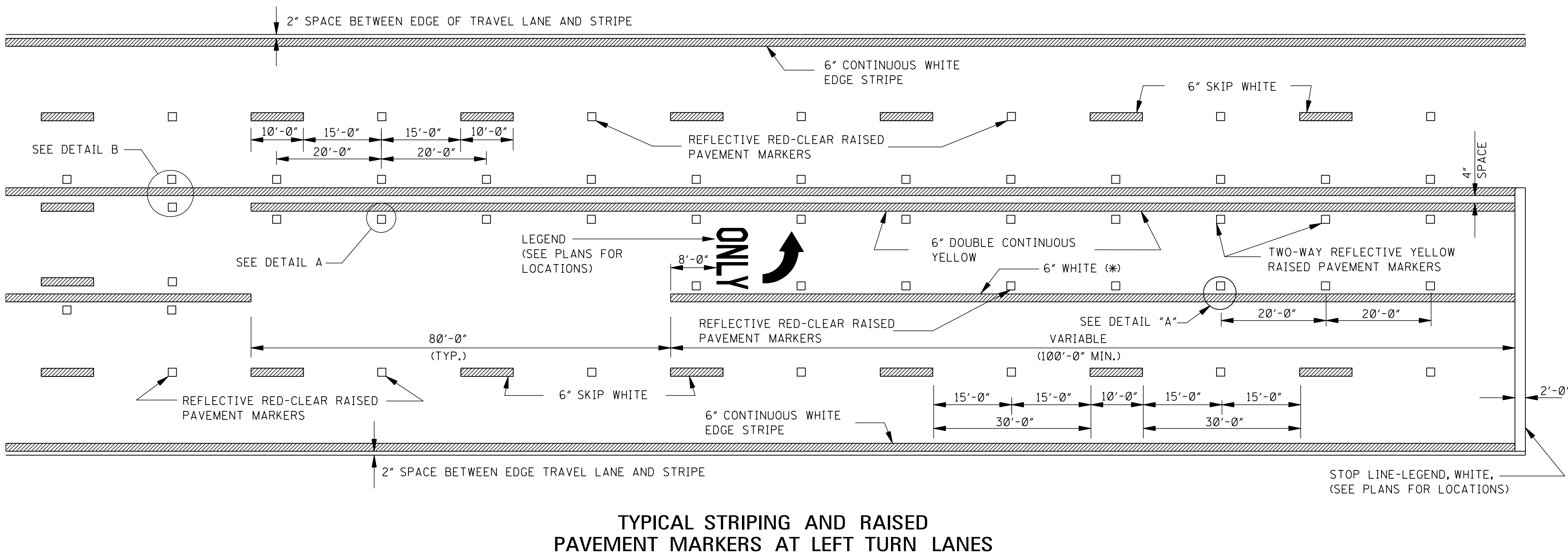


				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	PAVEMENT MARKING DETAILS FOR 2-LANE AND 4-LANE DIVIDED ROADWAYS
				DATE	 WORKING NUMBER PM-1 SHEET NUMBER 6051 ISSUE DATE: <u> AUGUST 01, 2017 </u>

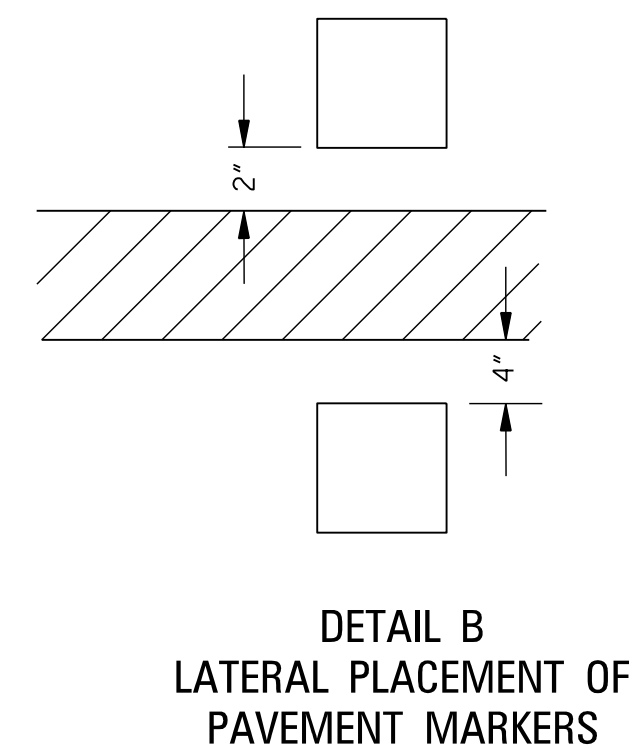
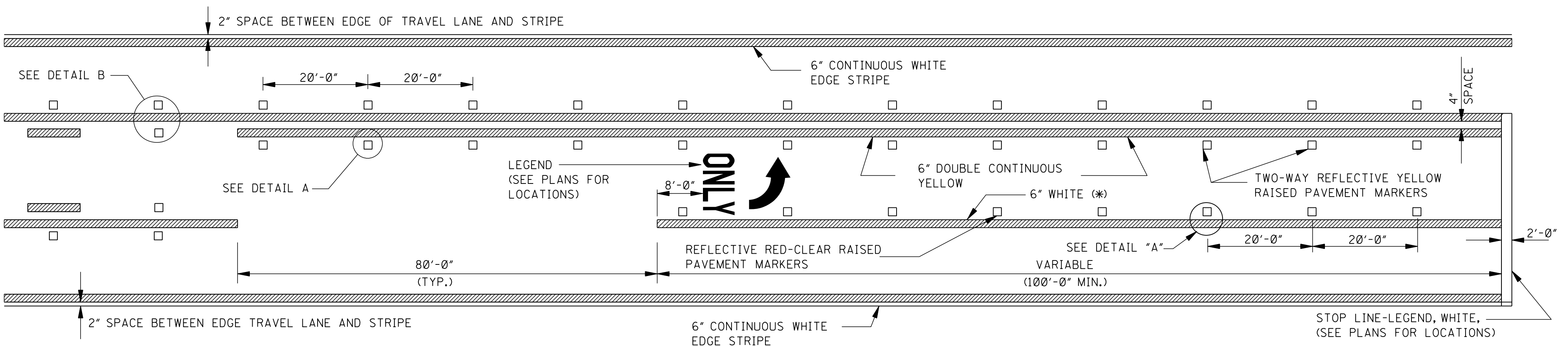


TYPICAL TWO-WAY ARROW INSTALLATION

- NOTES: 1. CONSIDER EACH SEGMENT OF CONTINUOUS TWO-WAY LEFT TURN LANE SEPARATELY.
2. IF SEGMENT IS LESS THAN 350', PLACE ONE SET OF ARROWS IN CENTER OF SEGMENT.
3. IF SEGMENT IS GREATER THAN 350', PLACE FIRST SET OF ARROWS 50' TO 100' FROM BEGINNING AND/OR END OF SEGMENT AND SPACE ADDITIONAL SETS OF ARROWS (250' O.C.).

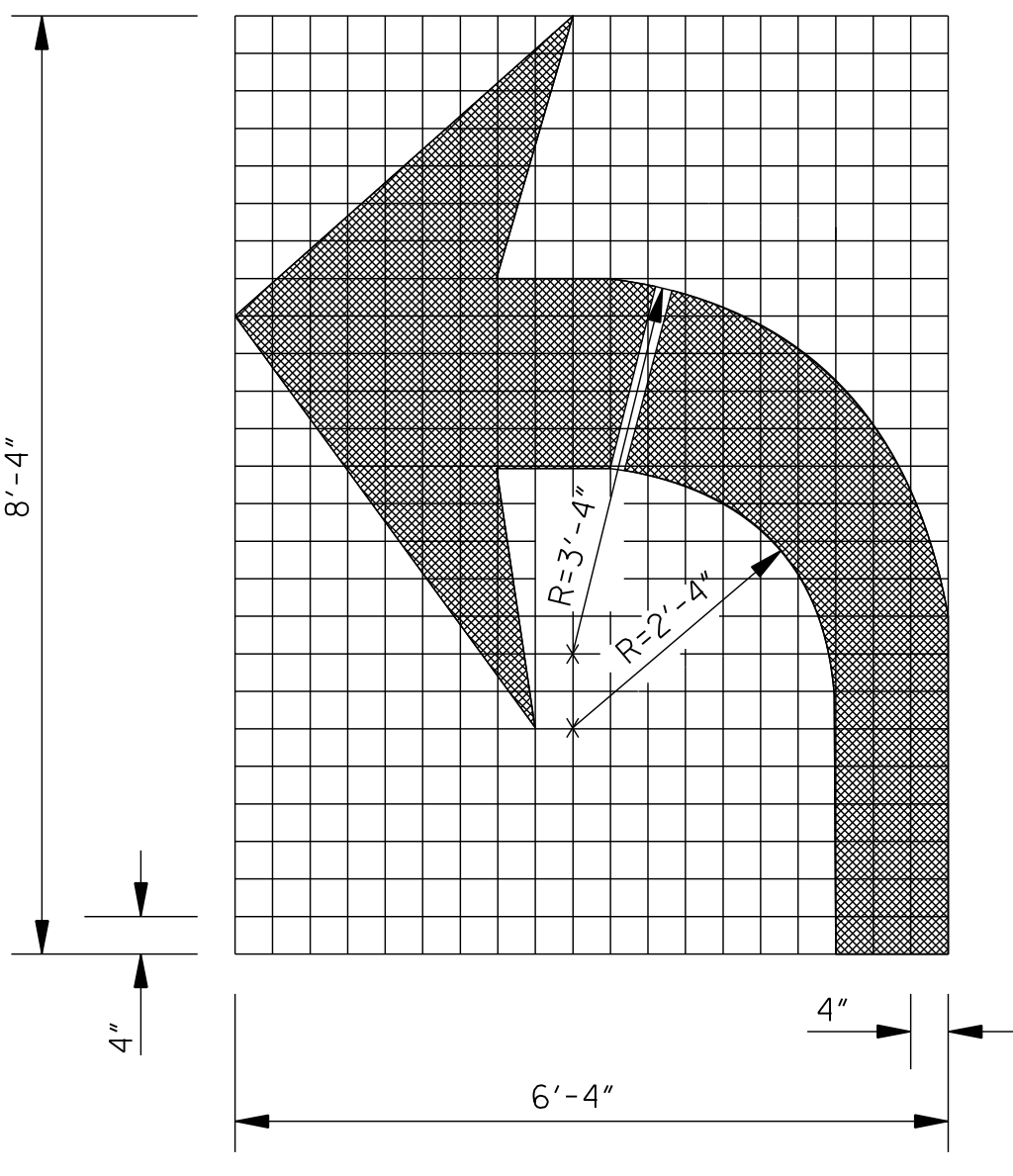
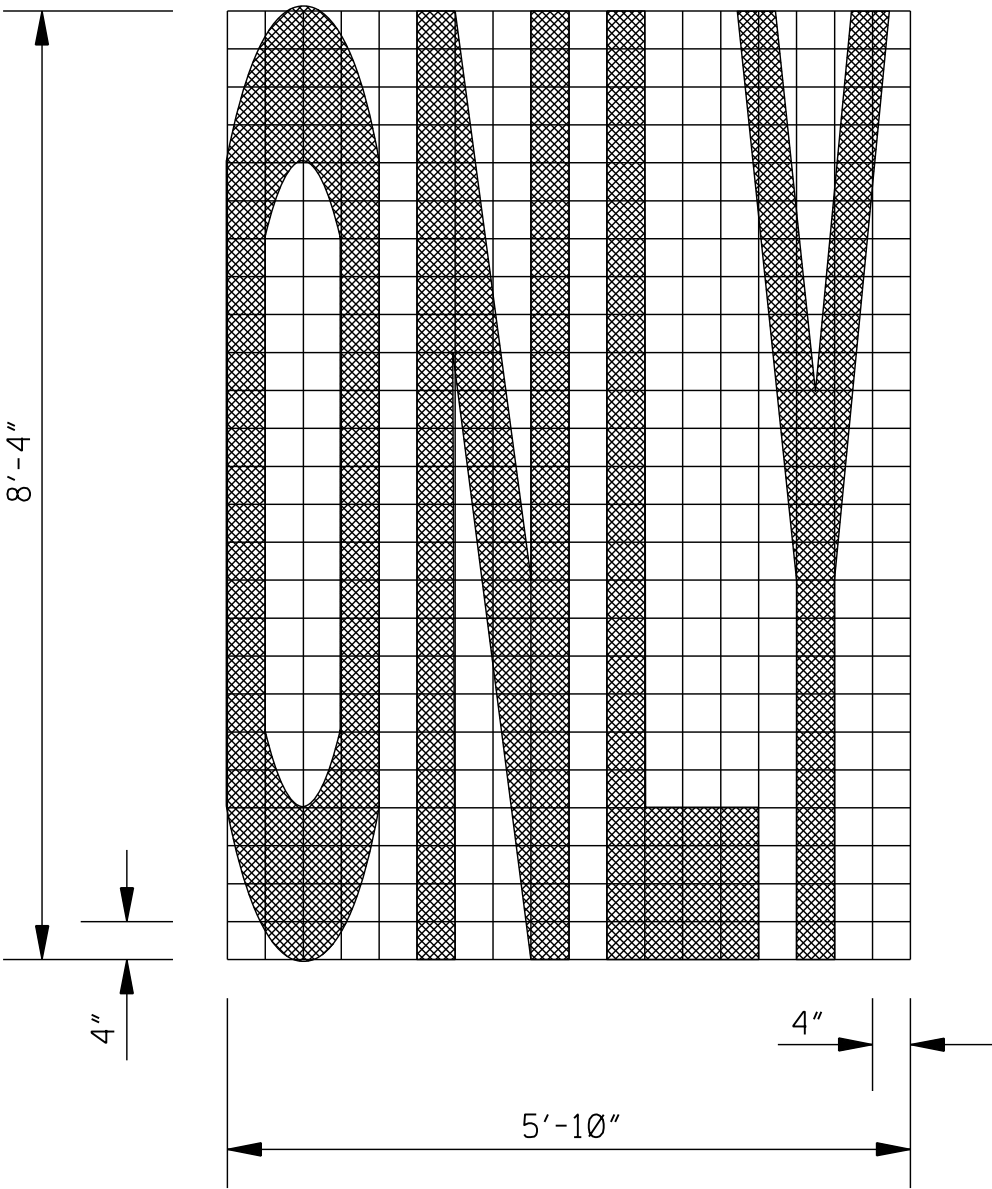


TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 5-LANE SECTION

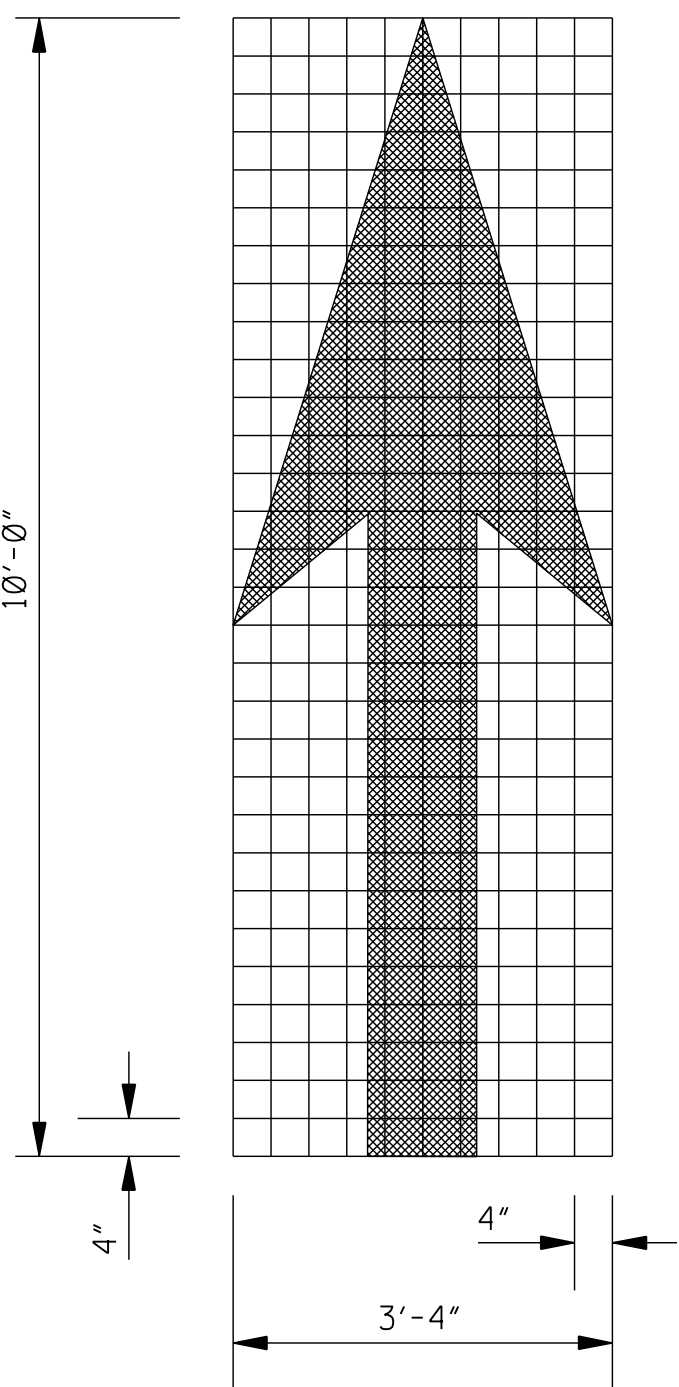


- GENERAL NOTE:
1. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RAISED PAVEMENT MARKERS AS LISTED IN THE MDOT "APPROVED SOURCES OF MATERIALS".

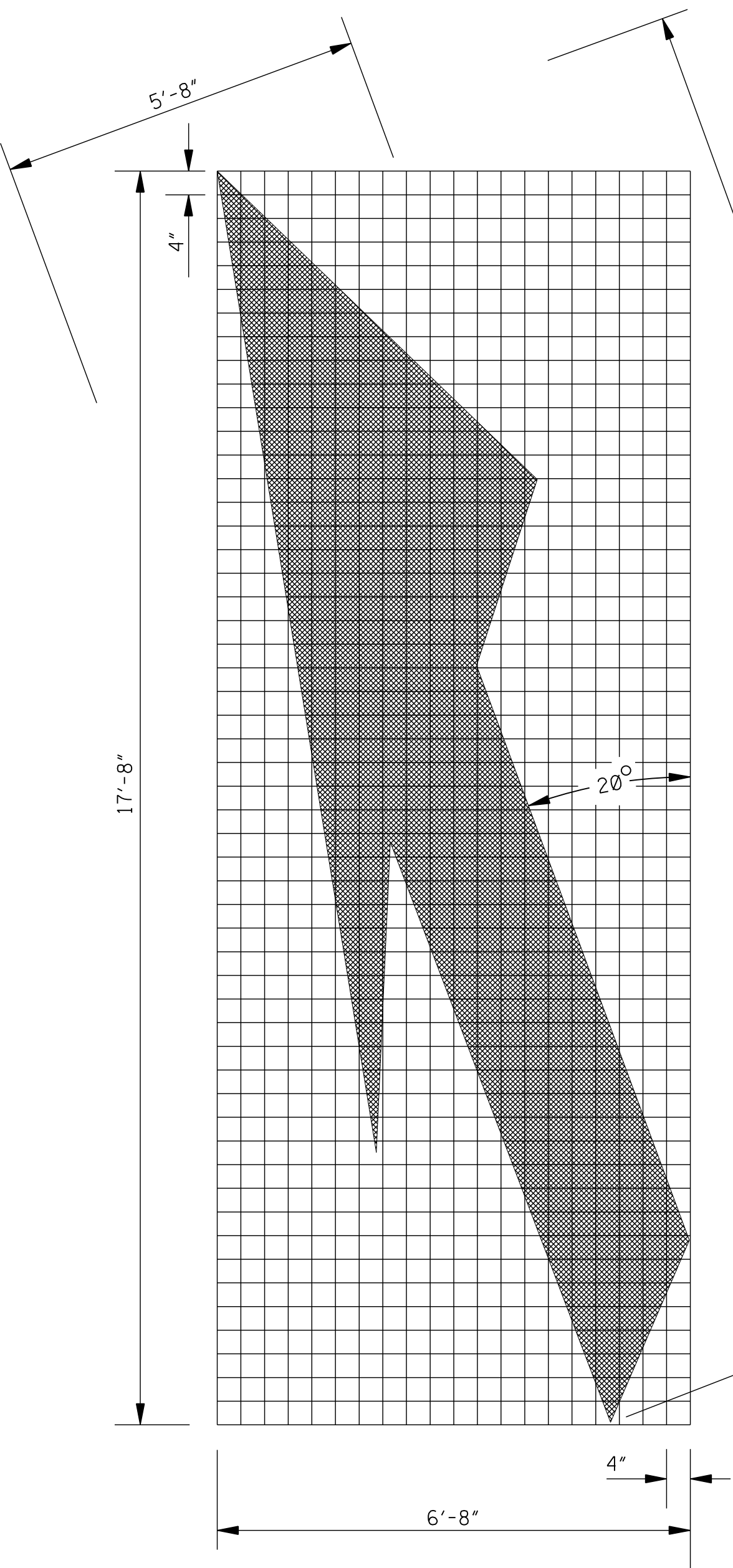
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	PAVEMENT MARKING DETAILS FOR 3-LANE 4-LANE AND 5-LANE UNDIVIDED ROADWAYS
				DATE	ISSUE DATE: AUGUST 01, 2017
					WORKING NUMBER PM-2 SHEET NUMBER 6052



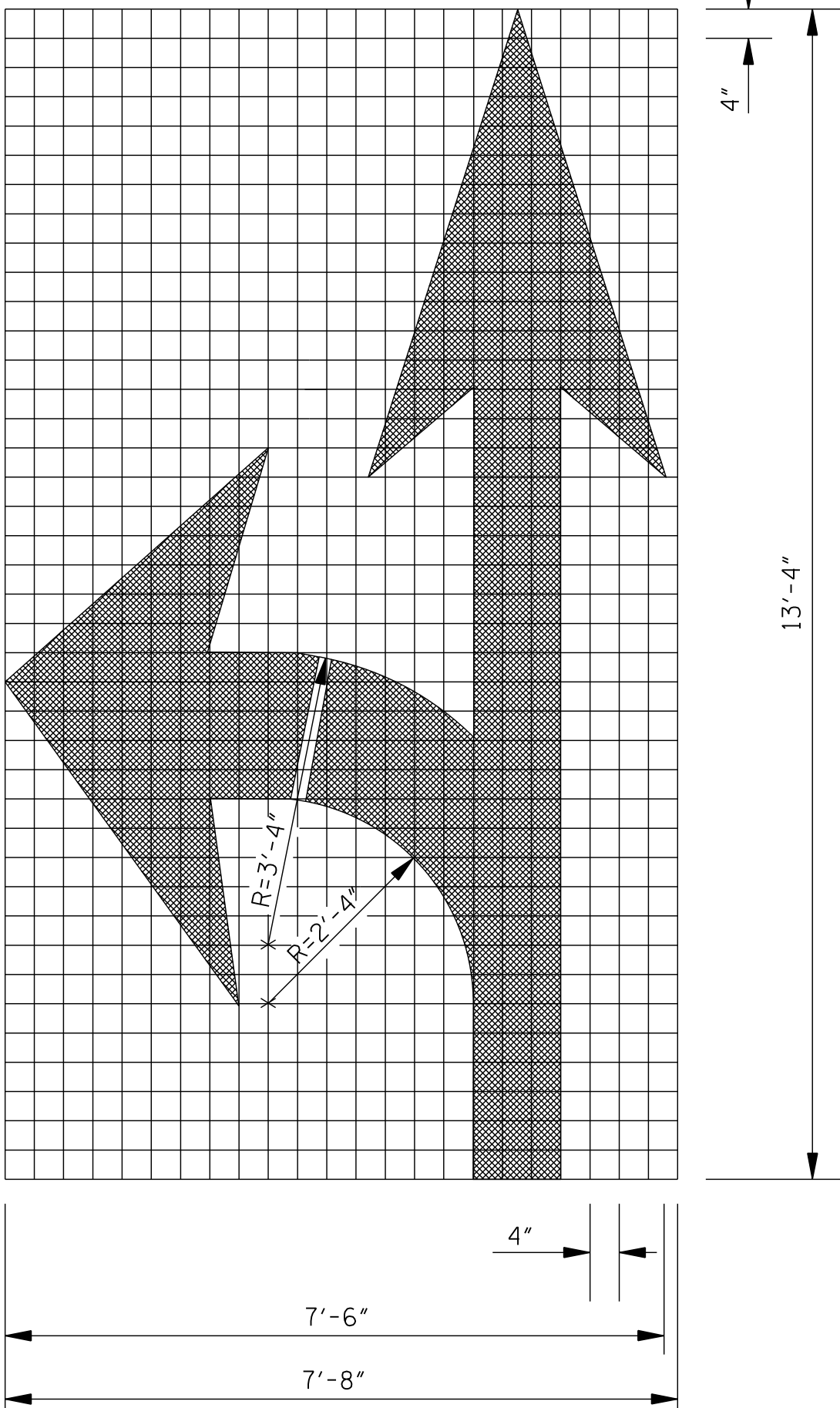
TURN ARROW



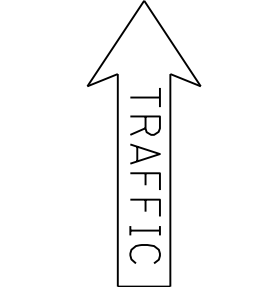
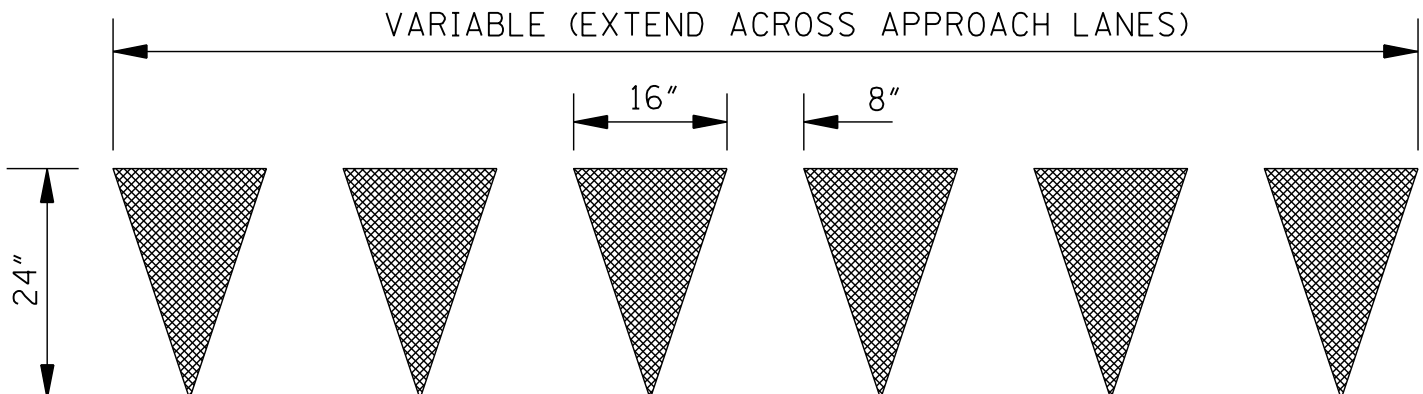
THRU ARROW



LANE-REDUCTION ARROW



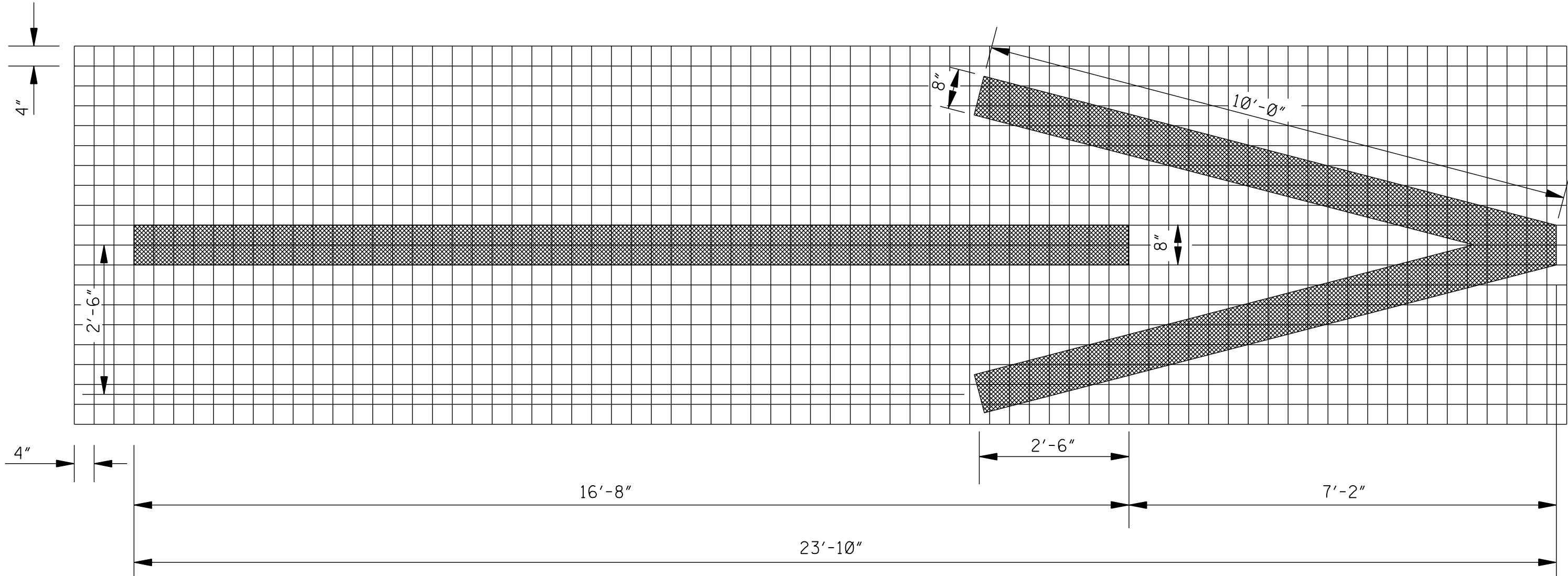
COMBINATION ARROW



YIELD LINE

- GENERAL NOTES:
- TWO HORIZONTAL GAPS (CAUSED BY TEMPLATE CONNECTORS) OF 1/2" OR LESS AND EXTENDING THE FULL WIDTH ARE PERMITTED IN EACH LETTER.
 - FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 - DIMENSIONS OF THE YIELD LINE MAY VARY WITH APPROVAL OF THE ENGINEER. SEE MUTCD, LATEST EDITION, FOR ALLOWABLE DIMENSIONS.
 - PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

PAY QUANTITIES	
LEGEND/SYMBOL	AREA (ft ²)
ONLY	22.0
TURN ARROW	16.4
THRU ARROW	12.3
COMB. ARROW	27.5
1-WAY ARROW	24.3
LANE REDUCTION ARROW	40.0



1-WAY ARROW

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

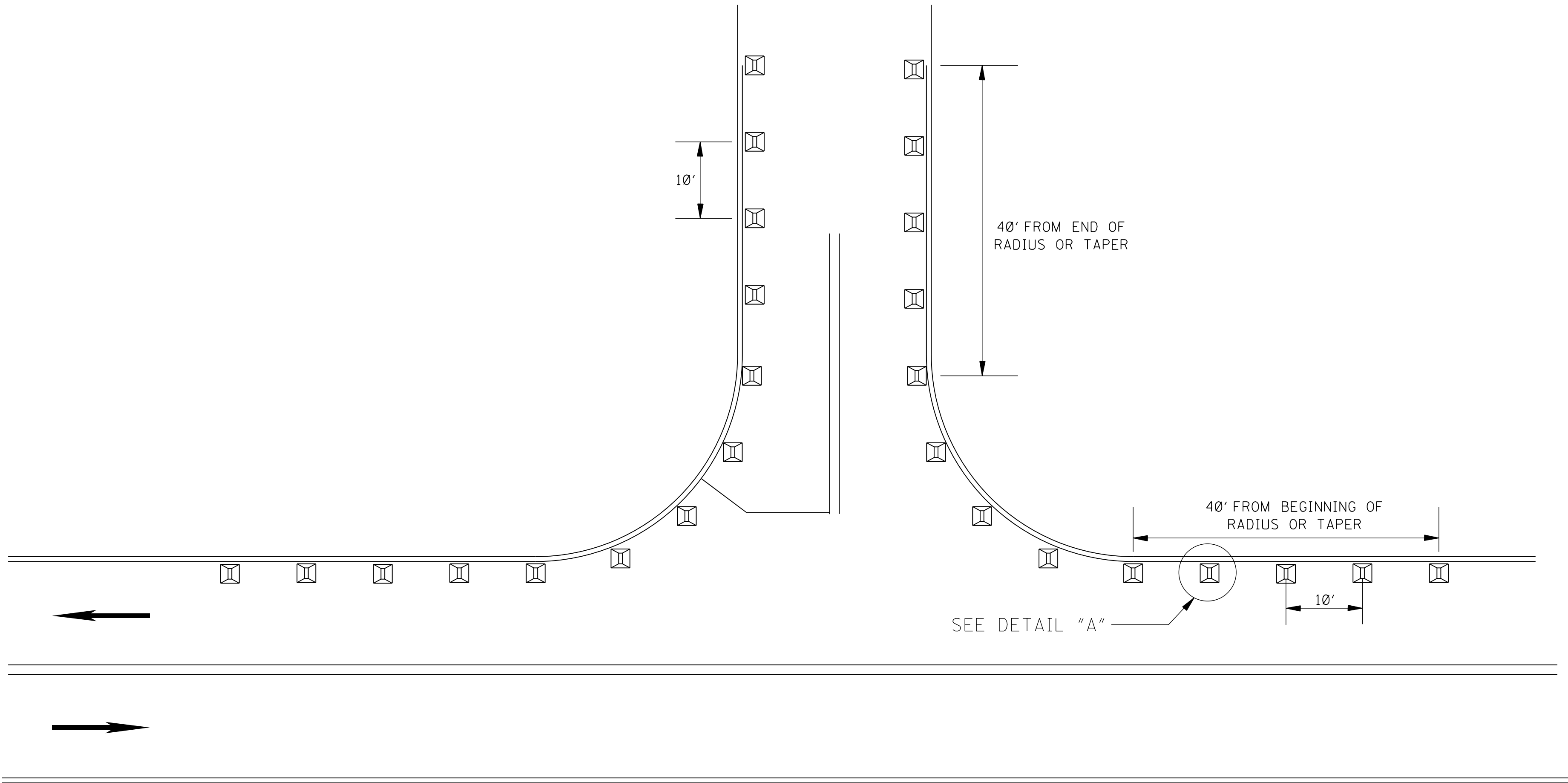
**PAVEMENT MARKING
LEGEND DETAILS**

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
PM-6

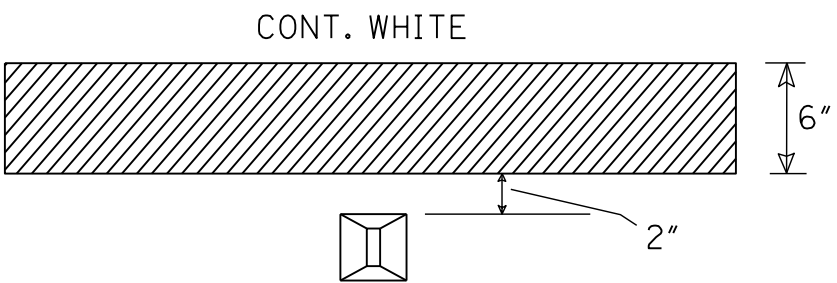
SHEET NUMBER
6056

TYPICAL PLACEMENT OF RAISED PAVEMENT
MARKERS ON SIDE ROAD RADIUS
2-LANE, TWO WAY TRAFFIC



GENERAL NOTES:

1. MARKERS SHALL BE VISIBLE FROM THE TRAVELING MOTORIST ON STATE DESIGNATED HIGHWAYS.
2. MARKERS SHALL BE HIGH PERFORMANCE TWO-WAY CLEAR.
3. MARKERS SHALL NOT BE ROTATED WHEN BEING PLACED ALONG RADIUS AND TANGENT SECTION OF LOCAL ROAD.
4. MARKERS SHALL BE INSTALLED AT SIMPLE AND CHANNELIZED INTERSECTIONS TO THE LIMITS SHOWN ABOVE.



DETAIL A

→ DIRECTION OF TRAFFIC

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
				ISSUE DATE:	AUGUST 01, 2017

**2-WAY RAISED
PAVEMENT MARKERS
AT INTERSECTING
ROADS (2-LANE)**



WORKING NUMBER
PM-11

SHEET NUMBER
6061



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 25, 2025

RE: **Authorize the Mayor to Sign the MOU for Water Service**
University of Mississippi Medical Center
City of Ridgeland, MS

We recommend that the Board of Aldermen authorize the Mayor to sign the MOU between UMMC and the City of Ridgeland for water service per the details listed in the MOU. One of the primary elements of the MOU is that UMMC will pay the City of Ridgeland \$197,370, which is equal to a necessary water line extension to provide the required fire service to the UMMC Campus. In addition, Ridgeland officials will see the project through to completion, and Ridgeland will agree to serve the campus with adequate water. Thank you for your consideration of this matter.

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

MEMORANDUM OF UNDERSTANDING

Between

University of Mississippi Medical Center

and

City of Ridgeland, Mississippi

This Memorandum of Understanding (“MOU”) has been entered into between the **University of Mississippi Medical Center (“UMMC”)** and the **City of Ridgeland, Mississippi (“City”)** and is effective on the later of the dates on which the MOU is signed by both parties as stated below (the “Effective Date”).

A. Objective:

The purpose of this MOU is to memorialize the agreement between UMMC and City with respect to water and sewer service to UMMC’s Colony Park North Campus located in the City of Ridgeland (the “Campus”). The parties will collaborate in order to ensure adequate water and sewer services are available to supply UMMC’s Colony Park North Campus.

B. UMMC Responsibilities:

UMMC shall have the following responsibilities under this MOU in furtherance of the objectives outlined above:

1. Cooperate with the City regarding planning and approval of relevant water lines on and around the Campus;
2. Fund a portion of the City’s costs with respect to relevant water lines on and around the Campus, up to \$197,370.00; and,
3. Conducts its operations at the Campus in accordance with applicable law.

C. City Responsibilities:

The City shall have the following responsibilities under this MOU in furtherance of the objectives outlined above:

1. Cooperate with UMMC regarding the planning and approval of relevant water lines on and around the Campus;
2. Directly fund the placement and maintenance of relevant water lines on and around the Campus; and,
3. Require the City’s Public Works Director to issue a ‘will serve’ letter to the relevant entities with respect to the Campus.

D. Miscellaneous Provisions

1. This MOU sets out the general framework for the collaboration between the parties and, as required, may be supplemented by one or more detailed written agreements, setting out the rights and obligations of each party with respect to all or some of the objectives listed above.
2. This MOU shall take effect upon the Effective Date and shall continue in force for a period of twelve (12) months (the "Initial Term") unless and until terminated by a party giving at least thirty (30) days' advance written notice to the other party. After the Initial Term, this MOU may be renewed for additional twelve (12) month period(s) (collectively, with the Initial Term, referred to herein as the "Term") with the mutual written consent of both parties. Termination of this MOU by either party shall be without penalty.
3. This MOU may be modified at any time in writing, and any such modifications must be dated and signed by each party.
4. The information in this MOU has been provided by each party in good faith but no representation or warranty (express or implied) is or will be made, and no responsibility or liability is or will be accepted, by either party or by any of their respective members, officers, employees or agents in relation to the accuracy or completeness of such information or any other written or oral information made available to the other party or its advisers. Any such liability is expressly disclaimed. Neither party undertakes to provide the other with access to any additional information or to update this MOU or any additional information, or to correct any inaccuracies in it which may become apparent.
5. For purposes of this Agreement, the parties are independent contractors and neither party is an agent or employee of the other party. Neither party will assign any of its rights or delegate any of its duties hereunder without the written consent of the other party.
6. Any notice or other communication required by this MOU shall be in writing and shall be deemed given if hand delivered, sent via overnight mail by a reputable overnight courier or sent postage prepaid by certified or registered mail, return receipt requested addressed as follows:

If to UMMC:

University of Mississippi Medical Center
Attn: Office of General Counsel
2500 North State Street
Jackson, MS 39216

If to City:

City of Ridgeland
Attn: Mayor
100 W. School Street
Ridgeland, MS 39157

Or to such other addresses or persons as may be furnished from time to time in writing by one party to the other party. The notice shall be effective on the date of delivery if delivered by hand, the date of delivery as indicated on the receipt if sent via overnight mail, or the date indicated on the return receipt whether or not such notice is accepted by the addressee. The parties may mutually agree to accept notice via email, provided receipt of the email and its content can be confirmed, such as with a "read receipt" or confirmation of the

receipt from the receiver, with time of receipt being the uniform time the email enters the receiver's email server.

7. Except as otherwise set forth herein, neither party will use the name, trademark, service mark, logo, or any other identifiers of the other party without prior written consent from the other party.
8. This MOU is deemed to have been entered into in the State of Mississippi, and its interpretation, its construction, and the remedies for its enforcement or breach are to be applied in accordance with the laws of the State of Mississippi (excluding the choice of law rules thereof).
9. In the event that any clause or provision of this MOU (or the application of such clause or provision to a particular set of circumstances) is held to be invalid, illegal or unenforceable, it will not in any way affect the validity or enforceability of any other clause or provision of this MOU (or the application of such clause or provision to a different set of circumstances).
10. This MOU, including any facsimile or electronic (e.g., pdf) versions thereof, may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same instrument.
11. The terms of this MOU supersede all previous negotiations and discussions related to the subject matter between the parties prior to the date of its execution.
12. The parties shall each bear their own costs in carrying out the actions provided for in this MOU unless otherwise agreed between the parties in writing.
13. If any or all parties shall be unable, in full or in part, by force majeure (such as natural disaster or war) to carry out their obligations and duties under this Agreement, obligations and duties hereunder shall be suspended during, but not longer than, the duration of such force majeure.
14. By executing this MOU, each party agrees to be bound by each of the above provisions.

This MOU between the parties has been signed by their authorized representatives.

University of Mississippi Medical Center

City of Ridgeland, Mississippi

Name: Brian Rutledge, PhD
Title: Chief of Staff

Name: Gene F. McGee
Title: Mayor

Date

Date



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: June 25, 2025

RE: **Authorization to Advertise for Bids**
Roadside and Ditch Spraying Contract

We request that the Mayor and Board of Aldermen authorize the Public Works Department to Advertise for Bids for the Roadside and Ditch Spraying Contract. Bidders will be given an opportunity to bid on clear specification for the desired chemicals and spraying services to include ditch control as well as roadside management of certain city streets. The Public Works Department budgets annually for these services, and the current contract is set to expire this October. The Public Works Department will propose a 2-year contract with an option to renew for an additional 2-year period. Thank you for your consideration of this matter.

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

NOTICE OF PUBLIC HEARING
TO AMEND SECTIONS 21, 104, 400, 410, 430 AND 440 OF THE ZONING
ORDINANCE OF THE CITY OF RIDGELAND, MISSISSIPPI

Notice is hereby given to those parties in interest that there will be a public hearing before the Mayor and Board of Aldermen of the City of Ridgeland on August 5, 2025, at 6:00 o'clock p.m. at the City Hall of Ridgeland, Mississippi, located at 100 West School Street, Ridgeland, Mississippi, for the purpose of determining whether the following amendments should be made to the text of the Zoning Ordinance of the City of Ridgeland, Mississippi: Amend Section 21 (definitions) to clarify differences in common uses; Amend Section 104 to update existing and adopted overlay districts; Amend Section 400, 410, and 430 to include updated definitions; Amend Section 440 to include updated definitions and revised requirements for office warehouse uses, and; Amend other miscellaneous provisions within the ordinance.

For all those interested, complete copies of the proposed changes to the Zoning Ordinance can be obtained from the City Clerk or at the Community Development Division of the City of Ridgeland located at City Hall, 100 West School Street, Ridgeland, Mississippi.

Approved this the 1st day of July, 2025.

City of Ridgeland, Mississippi

By: /s/ Gene F. McGee
Gene F. McGee, Mayor

ATTEST:

/s/ Angela Richburg
Angela Richburg, City Clerk

Publish: July 10, 2025

**ORDINANCE AMENDING SECTION 21 (DEFINITIONS), SECTION 400, AND
SECTION 440 AND APPENDIX ‘C’ OF THE OFFICIAL ZONING ORDINANCE OF
THE CITY OF RIDGELAND, MISSISSIPPI**

WHEREAS, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi did lawfully adopt a Zoning Ordinance on February 4, 2014 after proper notice and a public hearing; and

WHEREAS, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi subsequently adopted Zoning Ordinance Amendments on February 3, 2015, June 2, 2015, April 5, 2016, October 18, 2016, September 19, 2017, January 16, 2018, April 3, 2018, March 5, 2019, September 1, 2020, April 4, 2021, July 20, 2021, November 7, 2023, and, July 16, 2024 after proper notice and public hearings; and

WHEREAS, the administration and enforcement of the Zoning Ordinance since that time has resulted in the need of various clerical and administrative revisions to the Zoning Ordinance that would be beneficial to the continued implementation of the ordinances; and

WHEREAS, development trends of certain uses have resulted in the need to consider appropriate locations and restrictions; and

WHEREAS, the Mayor and Board of Aldermen desire to add and amend certain definitions within the Zoning Ordinance in order to reduce or eliminate confusion between specific uses and clarify their appropriate zoning classification; and

WHEREAS, the Mayor and Board of Aldermen have a desire to recalibrate certain requirements for Office Warehouse developments in specific zoning districts of the City in order to better align with industry standards; and

NOW THEREFORE BE IT RESOLVED, the Mayor and Board of Aldermen adopt the following sections as amendments to the Official Zoning Ordinance of the City of Ridgeland, Mississippi by amending the following sections:

SECTION 1

Amend Section 21 of the Zoning Ordinance by adding thereto the following definitions:

School, Institution of Higher Learning: An accredited institution of higher education providing undergraduate, graduate, or professional degrees and programs, including bachelor’s, master’s, doctoral, or professional certificates (colleges / universities). Facilities typically include lecture halls, research facilities, administrative offices, student housing, recreational and athletic facilities, performing arts venues, libraries, student centers, and other campus-related accessory structures.

School, Trade/Vocational: A specialized institution primarily providing practical instruction and training in specific trades, technical skills, or vocations. Facilities may include workshops, laboratories, classrooms, offices, and accessory spaces directly related to instructional programs, such as automotive repair, cosmetology, welding, healthcare training, culinary arts, technology certifications, or similar skilled trades.

School, Primary-Secondary: Unless otherwise defined, the term “school” as used in this ordinance shall include public, private, charter and parochial academic institutions, offering academic instruction compliant with state education standards (i.e., K-12). Facilities may include classrooms, libraries, administrative offices, cafeterias, gymnasiums, playgrounds, athletic fields, and related accessory structures typically associated with primary and secondary education.

Automotive Service, Major: A facility primarily engaged in major automotive repairs, servicing, rebuilding, or reconditioning of motor vehicles. Typical activities include engine and transmission repair, bodywork, collision repair, painting, frame adjustments, welding, and similar intensive automotive servicing. The site may include garages, service bays, storage areas for parts, administrative offices, and secure parking areas for vehicles awaiting repair or pickup; excluding selling, renting, or leasing of motor-driven vehicles.

Automotive Service, Minor: A business offering routine automotive maintenance and minor repairs such as oil changes, fluid checks, brake service, tire repair or replacement, wheel alignment, battery installation, and other light mechanical tasks not involving extensive bodywork, engine rebuilding, or heavy mechanical repairs. Such establishments typically have limited overnight vehicle storage and primarily service vehicles within enclosed bays during business hours.

Automotive, Service Station: A facility primarily designed for retail dispensing of gasoline, diesel, or alternative fuels directly to motor vehicles. This use often includes ancillary activities such as convenience retail sales and automotive accessory sales. Facilities generally include a Convenience Store, fueling islands and canopies, underground fuel storage tanks, tire inflation kiosks, and limited parking areas. This term includes any facility with Level 3 (and above) Electric Vehicle Charging Stations.

Medical Office: A facility other than a hospital where medical, dental, mental health, and/or other personal healthcare services are provided on an outpatient basis and primarily require prior appointments. Includes offices and related outpatient facilities for chiropractors, dentists, medical doctors, optometrists, prescription opticians, psychologists, etc. This definition explicitly excludes medical clinics (walk-in clinics, emergency clinics, etc.).

Medical Clinic: A facility providing medical, psychiatric, or surgical service for sick or injured persons exclusively on an outpatient basis, including emergency treatment, diagnostic services, administration, and related services to patients who are not lodged overnight. Services are generally available without a prior appointment.

Grocery Store: A retail establishment (15,000 square feet of gross floor area or greater) that primarily sells a comprehensive range of everyday items, including fresh produce, groceries, meats, dairy products, frozen foods, medicine and pharmaceuticals, toiletries, alcoholic beverages, non-alcoholic beverages, tobacco products, household supplies, and similar items. This definition explicitly excludes "Convenience Grocery Store" and "Specialty/Boutique

Grocery Store" as defined by this ordinance.

Grocery Store, Specialty/Boutique: A retail establishment (not exceeding 15,000 square feet of gross floor area) primarily offering specialty food products, gourmet groceries, fresh produce, and grocery items. Such establishments may include ancillary uses such as delicatessens, bakeries, cafes, or similar small-scale prepared food services. Specialty/Boutique Grocery Stores may offer limited selections of general household items, toiletries, and similar products.

Grocery Store, Convenience: A retail establishment (not exceeding 15,000 square feet of gross floor area) primarily designed to offer convenient, quick-service shopping with an affordable selection of groceries, prepackaged foods, snacks, medicine, toiletries, and other household essentials (cleaning supplies, paper products, personal care items, etc.). This definition specifically excludes facilities providing fuel sales or carwash services.

SECTION 2

Amend the definition in Section 21 of the Zoning Ordinance for “Facilities and Utilities, Public/Quasi-Public” by adding thereto the following subsection:

- (k) Small scale primary-secondary schools typically requiring less than 20 acres, including private, public or parochial schools; excluding daycare facilities, trade or vocational schools and institutions of higher learning.

Amend the following definition in Section 21 of the Zoning Ordinance as follows:

Gasoline Service Station or “Gas Station”: See “Automotive, Service Station”

SECTION 3

Amend Section 21 of the Zoning Ordinance by deleting the following definitions:

“Clinic”, “Schools”, “Garage, Mechanical (Repair Shop)”, and “Service Station”

SECTION 4

Amend Section 400.02.F of the Zoning Ordinance with the following language:

- F. Restaurants, cafeterias, delicatessens, boutique grocery stores, coffee shops and carry out food establishments if located within an office building.

Amend Section 400.02.G of the Zoning Ordinance with the following language:

- G. Trade or Vocational schools, tutoring facilities and other similar uses; excluding those uses that require outdoor space and/or industrial type structures, and facilities that involve trucking or similar equipment.

Amend Section 410.02.C of the Zoning Ordinance with the following language:

- C.** Commercial uses in which services performed and merchandise offered for sale are conducted or displayed entirely within enclosed structures, including grocery stores, department stores (full line or discount) and furniture and appliance stores.

Amend Section 410.02.G of the Zoning Ordinance with the following language:

- G.** Commercial healthcare and medical facilities, such as dialysis centers, physical therapy facilities, diagnostic and imaging facilities, 24-hour medical clinics, etc.

Amend Section 430.03.B of the Zoning Ordinance with the following language:

- B.** Car washes/vacuum cleaner stations and minor automotive service facilities as defined herein.

Amend Section 440.03.B of the Zoning Ordinance with the following language:

- B.** Automobile, truck, and other vehicle (ATV's, UTV's, golf carts, etc.) sales, lease, rental, and service of both new and used vehicles, and; Major automotive service facilities. This EXCLUDES heavy machinery and implement dealers/repair shops.

SECTION 5

Amend Section 104.04 of the Zoning Ordinance by adding thereto the following:

- I.** Renaissance at Colony Park Overlay District.
- J.** Prado Vista at Ridgeland Overlay District.

Amend Section 400.02 of the Zoning Ordinance by adding thereto the following:

- L.** Medical Offices, as defined herein.

Amend Section 440.03 of the Zoning Ordinance by adding thereto the following:

- K.** Office Warehouse. Warehouse area cannot exceed more than 80% of the tenantable area.

SECTION 6

Delete Appendix 'C' (Zoning Use Summary Table) of the Zoning Ordinance.

SECTION 7

That this Ordinance take effect and be in force one (1) month from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Alderman _____, seconded by Alderman _____, and was adopted by the following vote, to-wit:

Alderman Ken Heard (Ward 1) voted: _____

Alderman Chuck Gautier (Ward 2) voted: _____

Alderman Kevin Holder (Ward 3) voted: _____

Alderman Brian Ramsey (Ward 4) voted: _____

Alderman Bill Lee (Ward 5) voted: _____

Alderman Wesley Hamlin (Ward 6) voted: _____

Alderman D. I. Smith (At-large) voted: _____

The Mayor thereby declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2025.

APPROVED:

ATTEST:

GENE F. MCGEE, MAYOR

PAULA TIERCE, CITY CLERK
Published: _____



Social Media Policy

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This page outlines the policies, notices, and disclaimers that apply to all official City of Ridgeland social media platforms, including those for the City, Police Department, Fire Department, and Recreation & Parks. These policies do not apply to external sites—once you leave our pages, you are subject to the policies of the destination site.

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Important Guidelines:

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- **Privacy:** Do not post personal or sensitive information (e.g., Social Security numbers). Social media is not secure.
- **Inquiries:** Contact City Hall directly at 601-856-7113 for detailed or sensitive questions.
- **Moderation & Removal:** City policy, specifically Sections 6.1.2, 6.20, and 8.6, allows content to be removed in a viewpoint-neutral manner. However, removed content may still be retained as part of the public record.

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- Incites, promotes, or encourages violence or illegal activity
- Spam, malware, or phishing links
- Discriminatory content (e.g., housing violations)

- Defamatory statements
- Contains personal identifying information or sensitive personal information
- Copyrighted material posted without permission
- Comments that are off subject or out of context; and repetitive or irrelevant automated (bot) activity
- Content that compromises public safety or security

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- Any external links or references users share do not reflect the views or endorsement of the City or its employees.
- The City is not responsible for external sites' accuracy, safety, or content.

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