

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

1. Pledge of Allegiance
2. Moment of Silence
3. a. Roll Call
4. Mayor's Comments:
 - a. Motion to amend and finalize the agenda with the addition of item(s) 4 () under Mayor's Comments, Item(s) 6 () under Board Business and Item(s) 8 () under Consent Agenda. (Place Holders Only)
 - b. Board members to recommend/submit candidate name(s) as the City of Waveland representative to participate in the MS. Deep Sea Fishing Rodeo Pageant on July 7, 2024. Deadline to submit our representative name is Friday, May 24, 2024.
 - c. Mr. Jack Francioni with Coastal Environmental Services - donation of 10 Trash Cans to the City of Waveland.
5. Aldermen's Comments:
6. Public Comments:

No Comments submitted by agenda deadline.



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mississippideepseafishingrodeo.com
Phone 228-863-2713 697-4113

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APR 03 2024

CITY CLERK

March 28, 2024

Dear Official,

Preparations are under way for this year's fishing rodeo, which will be held from July 4 through July 7, 2024 at the Barksdale Pavillion in the Gulfport Harbor. It is time to initiate the involvement of the new rodeo princesses. Accordingly, we request your selection of a candidate to represent your city/county for this year's rodeo pageant. This scholarship does not cost you anything, we only ask that you nominate someone to represent your community.

This pageant will be held at the event on July 7, ²⁰²⁴~~2023~~. Participation during the event will be considered in the selection of winners.

The rodeo queen will receive a minimum of \$1,000.00 scholarship and two (2) alternates will receive \$500.00 each and all others will receive \$250.00. Candidates must meet the following qualifications:

- (1) Female between the ages of 18-22 at the time of the rodeo;
- (2) A graduating high school senior or enrolled (or will enroll) in an accredited, public Mississippi college, junior or community college or university in the Fall (August) 2024 semester;
- (3) Available for rodeo activities during the dates of July 4 through July 7, 2024; a required minimum of 16 cumulative hours and provide own transportation,
- (4) A first time contestant;
- (5) Sell a minimum of \$125 in boat raffle tickets (one book) for each additional book sold you will earn points. In the event there is a tie in the score to be crowned Queen these points will be used to determine the winner.

Pre-rodeo functions take place during the dates of the event and candidates must provide their own transportation. Graduates are instructed to submit completed applications to your office no later than Friday, April 26, 2024. We request that you make your selection and return the enclosed form completed to the address below before the deadline of Friday, May 24, 2024.

If you have any questions or need anything further, you may contact me at 229-697-4006. Please forward your selection to Shirey Valdez, Pageant Coordinator, 23140 Belmont Place, Gulfport, Ms 39503.

Thank you in advance for your continued interest in our annual event.
With kind regards, I remain

Sincerely,
Shirley Valdez, Pageant Coordinator

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CITY CLERK

MISSISSIPPI DEEP SEA FISHING RODEO PAGEANT CONTESTANT FORM

Name: _____ Age: _____

Mailing address: _____

Representing: _____

Parents name: _____

Home Phone: _____ Cell: _____

Career objectives:

Hobbies, awards, previous titles, etc.:

If there are other things that you would like to tell us about yourself please do so below:

Name and address of the college you will be attending:

The Mississippi Deep Sea Fishing Rodeo will be held at the Barksdale Pavillion in the Gulfport Harbor from July 4 through July 7, 2024. The pageant will take place at the rodeo on Sunday, July 7, 2024.

THIS FORM MUST BE TURNED INTO YOUR MAYOR'S OFFICE OR BOARD OF SUPERVISORS OFFICE ON OR BEFORE FRIDAY, APRIL 26th TO BE CONSIDERED.

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From: Jack Francioni <jack.francioni@ces-la.com>

Sent: Wednesday, March 27, 2024 12:57:02 PM

To: Jay Trapani <JTrapani@waveland-ms.gov>

Subject: Trash Cans

4c

Good afternoon, Mr. Mayor!

Please let me know your thoughts about the decal for that we are going to put on the trash cans. We want to make sure you are ok with it before we give the ok to have them put on the 10 cans. We can do something different if you would like.



Thank you!

Jack

Jack Francioni
Executive General Manager

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

7. BOARD BUSINESS:

- a. Motion to approve the Depository Docket of Claims, paid and unpaid, dated April 17, 2024 in the amount of \$568,831.09.

CITY OF WAVELAND
DOCKET OF PAID CLAIMS

DATE: 04/17/2024

PAGE: 1

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DOCKET		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
11364	909	CITY OF WAVELAND		04.02.22 DOC	04/03/2024	2,522.50			
	313-000-135	DUE TO A/P PAY		DUE TO A/P PAY			2,522.50		
11365	909	CITY OF WAVELAND		04.2.24 DOCK	04/03/2024	10,445.48			
	330-000-135	DUE TO A/P		DUE TO A/P			10,445.48		
11366	909	CITY OF WAVELAND		04/02/24 dck	04/03/2024	192,399.25			
	320-000-135	DUE TO A/P CLEARING		DUE TO A/P CLEARING			192,399.25		
11367	909	CITY OF WAVELAND		4.02.24 DOCK	04/03/2024	6,556.00			
	102-000-135	DUE TO A/P PAY		DUE TO A/P PAY			6,556.00		
11368	909	CITY OF WAVELAND		4.02/24 DOCK	04/03/2024	8,359.90			
	601-000-151	DUE TO 001 GENERAL F		DUE TO 001 GENERAL FUND			8,359.90		
11369	909	CITY OF WAVELAND		4.2.24 DOCKE	04/03/2024	28,454.04			
	101-000-135	DUE TO A/P PAY		DUE TO A/P PAY			28,454.04		
11370	2289	HCC LIFE INSURANCE COMPANY		20240319-70	03/19/2024	8,359.90			
	601-000-109	HEALTH INSURANCE		GAP HEALTH INS			8,359.90		
11371	2030	LOMBARDO INDUSTRIES LLC		3815	03/26/2024	16,585.00			
	001-301-643	GRASS CUTTING - CONT		GRASS CUTTING			16,585.00	74,380.50	350,000.00
11372	1688	PAYROLL CLEARING		5159	04/03/2024	164,064.06			
	001-000-156	DUE TO 601 PAYROLL F		DUE TO 601 PAYROLL FUND			164,064.06		
11373	1688	PAYROLL CLEARING		TRF. CC P/RO	04/05/2024	3,486.96			
	001-000-156	DUE TO 601 PAYROLL F		DUE TO 601 PAYROLL FUND			3,486.96		
11374	2306	SCOTT TARTAVOULLE		APRIL 2024	04/03/2024	112.00			
	001-260-613	TRAVEL - MEALS		4 DAYS PER DIEM @ \$28.00 A			112.00	1,036.00	3,000.00
11375	2307	SHELBY SMITH		APRIL 2024	04/03/2024	177.00			
	001-200-613	TRAVEL - MEALS		3 DAYS PER DIEM @ \$59 PER			177.00	413.00	700.00
TOTAL >>>						441,522.09	441,522.09		

DOCKET		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
				313-000-000		2,522.50			
				330-000-000		10,445.48			
				320-000-000		192,399.25			
				102-000-000		6,556.00			
				601-000-000		16,719.80			
				101-000-000		28,454.04			
				001-000-000		184,425.02			

DOCKET		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
11376	1617	AFFORDABLE COMPUTER SOLUTIONS	606	03/27/2024	128.37				
	001-140-697	COMPUTER SERVICES	WEBCAMS			128.37	128.37	128.37	5,000.00
11377	1617	AFFORDABLE COMPUTER SOLUTIONS	607	04/03/2024	2,005.87				
	001-140-636	MAINTENANCE AGREEMEN	COMPUTER NETWORK SUPPORT			600.00		29,405.14	32,000.00
	001-200-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			600.00		17,480.00	37,500.00
	001-280-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			300.00		3,481.66	7,500.00
	001-260-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			100.00		13,324.14	22,500.00
	001-140-605	TELEPHONE	16 MICROSOFT BASIC EMAILS			102.72		7,713.48	16,500.00
	001-120-605	TELEPHONE	1 BUSINESS STANDARD EMAIL			14.25		85.50	50.00
	001-200-605	TELEPHONE	27MICROSOFT BASIC EMAIL			173.34		7,575.84	20,000.00
	001-115-605	TELEPHONE	5 MICROSOFT BASIC EMAIL			32.10		1,046.09	2,300.00
	001-260-605	TELEPHONE	2 MICROSOFT BASIC EMAIL			12.84		6,013.96	14,000.00
	001-280-605	TELEPHONE	5 MICROSOFT BASIC EMAIL			32.10		2,934.36	7,800.00
	001-301-605	TELEPHONE	2 MICROSOFT BASIC EMAIL			12.84		70.62	165.00
	001-550-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			6.42		38.52	200.00
	001-571-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			6.42		1,527.23	3,600.00
	001-160-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			6.42		38.52	100.00
	001-270-570	OTHER SUPPLIES & MAT	1 MICROSOFT BASIC EMAIL KW			6.42		19.26	5,000.00
11378	1062	AUTOZONE STORES LLC	0074119210	03/29/2024	14.54				
	001-280-570	OTHER SUPPLIES & MAT	SEAT COVER			38.79		1,177.76	3,000.00
	001-280-570	OTHER SUPPLIES & MAT	STEERING WHEEL COVER			14.54		1,192.30	3,000.00
	001-280-570	OTHER SUPPLIES & MAT	RETURN SEAT COVER			38.79-		1,153.51	3,000.00
11379	1062	AUTOZONE STORES LLC	0074125120	04/05/2024	33.94				
	001-280-570	OTHER SUPPLIES & MAT	SKECHERS SEAT CUSHION			33.94		1,187.45	3,000.00
11380	1843	B & J PIT STOP, LLC	11-0200410	04/05/2024	950.00				
	001-200-637	REPAIRS & MAINTENANC	TRANSMISSION SERVICE			230.00		34,574.34	49,800.00
	001-200-637	REPAIRS & MAINTENANC	FRONT BRAKES AND ROTORS			360.00		34,934.34	49,800.00
	001-200-637	REPAIRS & MAINTENANC	REAR BRAKES AND ROTORS			360.00		35,294.34	49,800.00
11381	1843	B & J PIT STOP, LLC	11-0200530	04/02/2024	170.00				
	001-200-637	REPAIRS & MAINTENANC	TRANSMISSION MOUNT/UNIT 75			80.00		35,374.34	49,800.00
	001-200-637	REPAIRS & MAINTENANC	LABOR			90.00		35,464.34	49,800.00
11382	1843	B & J PIT STOP, LLC	11-0200632	04/08/2024	360.00				
	001-200-637	REPAIRS & MAINTENANC	FRONT BRAKES & ROTORS/.UNI			360.00		35,824.34	49,800.00
11383	1843	B & J PIT STOP, LLC	11-0200843	04/09/2024	360.00				
	001-200-637	REPAIRS & MAINTENANC	FRONT BRAKES & ROTORS/UNIT			360.00		36,184.34	49,800.00
11384	1591	BOURGEOIS TRUCKING & EQUIPMENT	1595	04/10/2024	185.00				
	001-550-570	OTHER SUPPLIES & MAT	LOAD OF SAND			185.00		7,122.26	10,000.00
11385	1311	C SPIRE BUSINESS SOLUTIONS	000065578591	03/31/2024	278.99				
	001-200-636	MAINTENANCE AGREEMEN	BACK UP CIRCUIT FOR PD			278.99		17,758.99	37,500.00
11386	1298	C SPIRE WIRELESS	MARCH 2024	03/18/2024	810.48				
	001-200-606	CELLPHONE	BEAUTIFICATION 216-5575			44.91		2,212.83	6,100.00

DOCKET		*-----INVOICE-----*						YTD SPENT	BUDGET
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD		
	001-550-606	CELLPHONE		PARKS DEPARTMENT 216-9471		44.91		269.32	700.00
	001-200-606	CELLPHONE		ANIMAL CONTROL 216-5934		44.91		2,257.74	6,100.00
	001-280-606	CELLPHONE		BUILDING INSPECTION 216-12		48.91		340.54	600.00
	001-140-606	CELLPHONE		CITY CLERK 216-9919		44.91		342.51	1,200.00
	001-200-606	CELLPHONE		POLICE DEPT 216-0078		5.49		2,263.23	6,100.00
	001-200-606	CELLPHONE		POLICE DEPT 216-0627		44.91		2,308.14	6,100.00
	001-200-606	CELLPHONE		POLICE DEPT 216-2360		44.91		2,353.05	6,100.00
	001-200-606	CELLPHONE		POLICE DEPT 216-3810		44.91		2,397.96	6,100.00
	001-200-606	CELLPHONE		POLICE DEPT 216-6423		44.91		2,442.87	6,100.00
	001-200-606	CELLPHONE		POLICE DEPT 216-2973		44.91		2,487.78	6,100.00
	001-200-606	CELLPHONE		POLICE DEPT 493-3703		44.91		2,532.69	6,100.00
	001-301-606	CELLPHONE		MECHANIC 216-9243		44.91		493.73	1,100.00
	001-301-606	CELLPHONE		STREET DEPT 493-1451		44.91		538.64	1,100.00
	001-200-606	CELLPHONE		POLICE DEPARTMENT 493-5798		44.91		2,577.60	6,100.00
	001-280-606	CELLPHONE		BUILDING OFFICIAL		52.89		393.43	600.00
	001-200-606	CELLPHONE		POLICE TEMP LINE 216-3956		5.49		2,583.09	6,100.00
	001-120-606	CELLPHONE		MAYOR 228-364-2653		44.91		269.32	950.00
	001-260-606	CELLPHONE		FIRE DEPT IPAD		34.48		379.28	825.00
	001-260-606	CELLPHONE		FIRE DEPT IPAD		34.48		413.76	825.00
11387	1040	CARD SERVICES		1349765	03/13/2024	445.50			
	001-301-636	MAINTENANCE AGREEMEN		15 GPS X 13.50		202.50		5,475.50	1,400.00
	001-200-636	MAINTENANCE AGREEMEN		15 GPS X 13.50		202.50		17,961.49	37,500.00
	001-550-636	MAINT. AGRMT - ELEVA		2 GPS X 13.50		27.00		257.82	200.00
	001-280-636	MAINTENANCE AGREEMEN		1 GPS X 13.50		13.50		3,495.16	7,500.00
11388	1040	CARD SERVICES		MARCH 2024	03/12/2024	150.95			
	001-200-570	OTHER SUPPLIES & MAT		COMPETITION ELECTRONICS PR		150.95		5,499.66	5,925.00
11389	1040	CARD SERVICES		MARCH 2024*	03/31/2024	31.82			
	001-140-500	OFFICE SUPPLIES		WIRELESS MOUSE		24.83		4,413.84	14,500.00
	001-140-500	OFFICE SUPPLIES		SHIPPING		6.99		4,420.83	14,500.00
11390	1040	CARD SERVICES		MARCH2024	03/24/2024	71.98			
	001-140-500	OFFICE SUPPLIES		KEYBOARD		71.98		4,492.81	14,500.00
11391	593	CHANCELLOR SUPPLY INC		01030264869	03/29/2024	495.13			
	001-140-637	REPAIRS & MAINTENANC		26W LAMP CFL BALLAST		441.75		11,398.60	44,000.00
	001-140-637	REPAIRS & MAINTENANC		10 FLUOR LAMP		53.38		11,451.98	44,000.00
11392	593	CHANCELLOR SUPPLY INC		01030265454	04/02/2024	60.48			
	001-200-637	REPAIRS & MAINTENANC		SATS5210 120/277V FLU BLST		22.98		36,207.32	49,800.00
	001-200-637	REPAIRS & MAINTENANC		XTR F54WIT5/835/HOL ECO		37.50		36,244.82	49,800.00
11393	2059	CHINICHE ENGINEERING & SURVEYI		220020042*	04/09/2024	2,123.00			
	313-574-603	PROF SERVICES-ENGINE		GIS - SEWER MAPPPING		2,123.00		22,886.41	18,420.00
11394	2059	CHINICHE ENGINEERING & SURVEYI		220020134	04/09/2024	3,806.25			
	102-550-603	PROFESSIONAL SERVICE		BEACH PAGODAS		3,806.25		23,871.25	272,701.04
11395	2059	CHINICHE ENGINEERING & SURVEYI		220020193	04/09/2024	10,699.36			

DOCKET		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		330-726-603	PROFESIONAL SERV-ENG	ARPA GRANT COORDINATION			10,699.36	10,999.36	309,863.25
11396	2053	CITY OF WAVELAND		MARCH 2024	04/02/2024	180.00			
	001-000-358	MISC - POLICE REPORT		RESTITUTION/LANCE BELL			180.00		
11397	14	COAST EPA		MARCH 2024	03/16/2024	10,260.62			
	001-260-630	UTILITIES - ELECTRIC		9975614-001	HWY 90 SIREN	54.11		22,608.16	70,000.00
	001-200-630	UTILITIES - ELECTRIC		9975614-003	1600 MCLAURIN	54.01		7,629.55	20,000.00
	001-301-634	UTILITIES - STREET &		9975614-004	20 HWY 90 LIGH	113.62		98,959.77	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-005	MCLAURIN/OST	54.86		99,014.63	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-006	NICHOLSON/MCLA	54.95		99,069.58	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-007	HWY 603 LIGHTS	72.23		99,141.81	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-008	9017 HWY 603	52.80		99,194.61	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-009	COW LIGHTS-1	1,580.19		100,774.80	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-010	17 HWY 90 LIGH	112.87		100,887.67	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-011	16 HWY 90 LIGH	119.69		101,007.36	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-012	603/HWY 90 LGH	100.54		101,107.90	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-013	21 HWY 90 LIGH	57.28		101,165.18	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-015	603 COW/HWY 90	58.69		101,223.87	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-016	19 HWY 90 LIGH	106.80		101,330.67	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-017	18 HWY 90 LIGH	109.98		101,440.65	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-018	COW LIGHTS-2	411.07		101,851.72	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-019	KILN/WAVE CUTO	600.49		102,452.21	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-020	HWY 90/WALMART	81.95		102,534.16	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-021	HWY 90/NICHOLS	89.61		102,623.77	263,000.00
	001-301-634	UTILITIES - STREET &		9975614-022	HWY 90/MCLAURI	83.26		102,707.03	263,000.00
	001-260-630	UTILITIES - ELECTRIC		9975614-023	427 HWY 90	2,220.62		24,828.78	70,000.00
	001-200-630	UTILITIES - ELECTRIC		9975614-024	1602 MCLAURIN	1,334.97		8,964.52	20,000.00
	001-301-634	UTILITIES - STREET &		9975614-025	3 CITY OF WAVE	2,509.35		105,216.38	263,000.00
	001-260-630	UTILITIES - ELECTRIC		9975614-026	427 HWY 90 B	226.68		25,055.46	70,000.00
11398	1936	COMMUNICATIONS INTERNATIONAL I		PI66836	04/10/2024	641.25			
	001-200-637	REPAIRS & MAINTENANC		REMOVE/REPLACE ROCKER PANE		356.25		36,601.07	49,800.00
	001-200-637	REPAIRS & MAINTENANC		REMOVE/REPLACE ROCKER PANE		285.00		36,886.07	49,800.00
11399	1795	DESMOND HODA		APRIL 2024	04/04/2024	175.00			
	001-110-601	PROFESSIONAL SERVICE		JUDGE PRO TEMP APRIL 2, 20		175.00		525.00	2,000.00
11400	2202	ELITE OIL & LUBE, INC		APR2024	04/09/2024	329.90			
	001-260-637	REPAIRS & MAINTENANC		225/70R 19.5 TIRES - ENGIN		329.90		29,642.14	69,475.45
11401	2202	ELITE OIL & LUBE, INC		APRIL 2024	04/02/2024	117.95			
	001-301-637	REPAIRS & MAINTENANC		235/85R16 TRAILER TIRE FOR		117.95		48,534.10	85,000.00
11402	1469	ERIC JANSSEN		APRIL 2024	04/05/2024	224.00			
	001-260-613	TRAVEL - MEALS		PER DIEM		224.00		1,260.00	3,000.00
11403	1590	FORMSINK		11592	04/10/2024	160.04			
	001-140-500	OFFICE SUPPLIES		PAYROLL CHECKS - BEGINNING		123.00		4,615.81	14,500.00
	001-140-500	OFFICE SUPPLIES		FREIGHT		37.04		4,652.85	14,500.00

DOCKET	*-----INVOICE-----*								
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
11404	15	FUELMAN OF MISSISSIPPI		NP66166038	04/01/2024	2,289.73			
	001-120-525	FUEL		MAYOR'S VEHICLE		61.93		630.23	1,500.00
	001-301-525	FUEL		STREET DEPT VEHICLES		315.88		10,758.26	45,000.00
	001-260-525	FUEL		FIRE DEPT VEHICLES		410.37		7,222.81	24,000.00
	001-200-525	FUEL		POLICE DEPT VEHICLES		1,184.79		25,046.19	92,300.00
	001-550-525	FUEL		PARKS DEPT VEHICLES		92.75		1,413.29	5,000.00
	001-280-525	FUEL		BUILDING DEPT VEHICLES		42.01		410.43	3,700.00
	001-200-637	REPAIRS & MAINTENANC		OIL CHANGE		182.00		37,068.07	49,800.00
11405	15	FUELMAN OF MISSISSIPPI		NP66249699	04/08/2024	2,263.66			
	001-120-525	FUEL		MAYOR'S VEHICLE		65.42		695.65	1,500.00
	001-301-525	FUEL		STREET DEPT VEHICLES		305.99		11,064.25	45,000.00
	001-260-525	FUEL		FIRE DEPT VEHICLES		502.98		7,725.79	24,000.00
	001-200-525	FUEL		POLICE DEPT VEHICLES		1,230.20		26,276.39	92,300.00
	001-550-525	FUEL		PARKS DEPT VEHICLES		45.77		1,459.06	5,000.00
	001-280-525	FUEL		BUILDING DEPT VEHICLES		61.30		471.73	3,700.00
	001-200-637	REPAIRS & MAINTENANC		OIL CHANGE		52.00		37,120.07	49,800.00
11406	2300	GREG ROBERTS FIRE HYDRANT REPA		INV112121454	12/10/2023	3,800.00			
	313-574-780	INFRASTRUCTURE		REPAIR #328 AMERICAN DARLI		300.00		91,644.26	464,941.44
	313-574-780	INFRASTRUCTURE		REPAIR #326 AMERICAN DARLI		300.00		91,944.26	464,941.44
	313-574-780	INFRASTRUCTURE		REPAIR #308 MUELLER HYDRAN		1,600.00		93,544.26	464,941.44
	313-574-780	INFRASTRUCTURE		REPAIR #328 AMERICAN HYDRA		1,600.00		95,144.26	464,941.44
11407	2308	GWENDOLYN EAGAN		MARCH 2024	04/02/2024	80.00			
	001-000-330	COURT FINES & FEES		BOND REFUND		80.00			
11408	811	HANCOCK COUNTY BOARD OF SUPERV		APRIL 2024	04/05/2024	2,829.02			
	105-450-901	APPROPRIATION		REIMBURSMENT - RSVP 3/8/23		404.17		1,616.68	
	105-450-901	APPROPRIATION		REIMBURSMENT - RSVP 4/10/2		404.17		2,020.85	
	105-450-901	APPROPRIATION		REIMBURSMENT - RSVP 5/5/23		404.17		2,425.02	
	105-450-901	APPROPRIATION		REIMBURSMENT - RSVP 6/7/23		404.17		2,829.19	
	105-450-901	APPROPRIATION		REIMBURSMENT - RSVP 7/7/23		404.17		3,233.36	
	105-450-901	APPROPRIATION		REIMBURSMENT - RSVP 8/10/2		404.17		3,637.53	
	105-450-901	APPROPRIATION		REIMBURSMENT - RSVP 9/11/2		404.00		4,041.53	
11409	5	HANCOCK COUNTY CHANCERY CLERK		MARCH 2024	04/01/2024	150.00			
	001-000-140	LOCAL: HANCOCK LAW L		LAW LIBRARY FUND		150.00			
11410	98	HANCOCK COUNTY LIBRARY SYSTEM		APRIL 2024	04/05/2024	11,792.83			
	101-500-901	APPROPRIATION		LIBRARY APPROPRIATION APRI		11,792.83		70,756.99	141,514.00
11411	532	HANCOCK COUNTY SHERIFF'S OFFIC		2024WAVE003H	04/05/2024	4,120.00			
	001-215-681	CHARGES FOR PRISONER		HOUSING FOR INMATES		4,120.00		26,300.00	80,000.00
11412	130	HANCOCK COUNTY SOLID WASTE AUT		1301	04/02/2024	493.50			
	001-550-633	UTILITIES - SOLID WA		BOURGEOIS PARK 8 YD DUMPST		157.50		945.00	2,400.00
	001-200-633	UTILITIES - SOLID WA		POLICE STATION 4 YD DUMPST		84.00		504.00	1,300.00
	001-571-633	UTILITIES - SOLID WA		CIVIC CENTER 4 YD DUMPSTER		84.00		504.00	1,000.00
	001-551-633	UTILITIES - SOLID WA		LIGHTHOUSE 4 YD DUMPSTER		84.00		504.00	1,200.00
	001-260-633	UTILITIES - SOLID WA		FIRE DEPT 4 YD DUMPSTER		84.00		504.00	1,000.00

DOCKET	*-----INVOICE-----*								
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
11413	1883	JAY LEE COMPANY		4958	03/29/2024	5,800.00			
	313-574-780	INFRASTRUCTURE		INSTALL 1"BYPASS TO INSTAL			5,800.00	100,944.26	464,941.44
11414	1357	KEITH HUBER CORPORATION		507467	03/26/2024	5,201.80			
	001-301-637	REPAIRS & MAINTENANC		HY MOTOR WHITE GRAPPLE MOT			1,192.29	49,726.39	85,000.00
	001-301-637	REPAIRS & MAINTENANC		NUT HL			11.76	49,738.15	85,000.00
	001-301-637	REPAIRS & MAINTENANC		H SWIVEL			3,973.23	53,711.38	85,000.00
	001-301-637	REPAIRS & MAINTENANC		BOLT HH			24.52	53,735.90	85,000.00
11415	1042	KENTWOOD SPRINGS		04032024	04/03/2024	104.92			
	001-140-642	RENTAL - MACHINERY &		ARTESIAN WATER DELIVERY			104.92	698.69	2,500.00
11416	305	LEE TRACTOR		PI14456	04/05/2024	1,032.06			
	001-301-637	REPAIRS & MAINTENANC		PUMP - WATER			315.00	54,050.90	85,000.00
	001-301-637	REPAIRS & MAINTENANC		SEAL RING			5.55	54,056.45	85,000.00
	001-301-637	REPAIRS & MAINTENANC		THERMOSTAT			101.00	54,157.45	85,000.00
	001-301-637	REPAIRS & MAINTENANC		GASKET			6.95	54,164.40	85,000.00
	001-301-637	REPAIRS & MAINTENANC		BELT			84.80	54,249.20	85,000.00
	001-301-637	REPAIRS & MAINTENANC		ALTERNATOR			460.10	54,709.30	85,000.00
	001-301-637	REPAIRS & MAINTENANC		FREIGHT			58.66	54,767.96	85,000.00
11417	2030	LOMBARDO INDUSTRIES LLC		3825	04/08/2024	3,737.00			
	001-301-643	GRASS CUTTING - CONT		PARTIAL PAYMENT			3,737.00	78,117.50	350,000.00
11418	31	LOWE'S HOME CENTERS		995000	03/22/2024	104.39			
	001-260-570	OTHER SUPPLIES & MAT		HOSE NOZZLE			8.53	2,458.72	8,000.00
	001-260-570	OTHER SUPPLIES & MAT		RUSTOLEUM SAFETY RED PAINT			46.06	2,504.78	8,000.00
	001-260-570	OTHER SUPPLIES & MAT		MINI PAINT ROLLER			11.36	2,516.14	8,000.00
	001-260-570	OTHER SUPPLIES & MAT		MINI PAINT ROLLS			9.96	2,526.10	8,000.00
	001-260-570	OTHER SUPPLIES & MAT		GARDEN HOSE 50 FT			28.48	2,554.58	8,000.00
11419	2213	MATERIAL RESOURCES, INC		19904	03/28/2024	3,773.95			
	001-301-599	MAINT SUPPLIES - ROA		24.TONS HIGH PERFORMANCE C			2,970.70	16,178.34	47,000.00
	001-301-599	MAINT SUPPLIES - ROA		MIXFLAT FEE MATERIAL HAULE			803.25	16,981.59	47,000.00
11420	2002	MICHAEL LEWIS		APRIL 2024	04/02/2024	4,450.00			
	001-140-637	REPAIRS & MAINTENANC		REPAIR LIGHTS/BALLAST CITY			4,450.00	15,901.98	44,000.00
11421	2002	MICHAEL LEWIS		APRIL2024**	04/03/2024	4,225.00			
	001-550-740	IMPROVEMENT O/T BUILD		INSTALL LIGHTS PICKLEBALL			4,225.00	8,725.00	45,500.00
11422	448	MID SOUTH UNIFORM & SUPPLY		648081	04/02/2024	3,585.72			
	001-200-535	UNIFORMS		UNIFORMS FOR POLICE DEPT.			3,585.72	5,007.32	8,750.00
11423	4	MISSISSIPPI DEPT OF PUBLIC SAF		MARCH 2024	04/01/2024	1,434.50			
	001-000-139	STATE: DEPT PUBLIC S		SPECIAL ASSESSMENTS WIRELE			888.00		
	001-000-139	STATE: DEPT PUBLIC S		CRIME STOPPERS			196.50		
	001-000-139	STATE: DEPT PUBLIC S		INTERLOCK IGNITION ASSESSM			350.00		
11424	1417	MISSISSIPPI EMERGENCY MANAGEME		REG9-0015	04/01/2024	364.00			

DOCKET		*-----INVOICE-----*				APPRD/DISAPPRD	YTD SPENT	BUDGET
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE			
	001-140-601	PROFESSIONAL SERVICE		DISTRICT 9 REGIONAL PLAN		364.00	6,734.79	30,000.00
11425	13	MISSISSIPPI POWER		**APR 2024	04/02/2024	53.90		
	001-301-634	UTILITIES - STREET &		341 COLEMAN EVENT POLE 3		53.90	105,270.28	263,000.00
11426	13	MISSISSIPPI POWER		*APR2024	04/02/2024	53.90		
	001-301-634	UTILITIES - STREET &		341 COLEMAN EVENT POLE 2		53.90	105,324.18	263,000.00
11427	13	MISSISSIPPI POWER		*APR2024*	04/02/2024	53.90		
	001-301-634	UTILITIES - STREET &		341 COLEMAN EVENT POLE 4		53.90	105,378.08	263,000.00
11428	13	MISSISSIPPI POWER		APR 2024	04/02/2024	35.94		
	001-551-630	UTILITIES - ELECTRIC		108 N BEACH TEMP POLE		35.94	1,391.75	3,500.00
11429	13	MISSISSIPPI POWER		APR 2024*	04/02/2024	226.25		
	001-551-630	UTILITIES - ELECTRIC		108 N. BEACH - LIGHTHOUSE		226.25	1,618.00	3,500.00
11430	13	MISSISSIPPI POWER		APR 2024**	04/02/2024	53.90		
	001-301-634	UTILITIES - STREET &		341 COLEMAN EVENT POLE 1		53.90	105,431.98	263,000.00
11431	13	MISSISSIPPI POWER		APR2024*	04/02/2024	53.90		
	001-301-634	UTILITIES - STREET &		EVENTS POLE AT 229 COLEMAN		53.90	105,485.88	263,000.00
11432	13	MISSISSIPPI POWER		APRR2024	04/02/2024	53.90		
	001-301-634	UTILITIES - STREET &		EVENTS POLE AT 209 COLEMAN		53.90	105,539.78	263,000.00
11433	947	NAPA		377594	03/29/2024	244.87		
	001-301-570	OTHER SUPPLIES & MAT		3/26 INV 377217		69.74	6,780.30	13,500.00
	001-301-570	OTHER SUPPLIES & MAT		3/27 INV 377329		29.22	6,809.52	13,500.00
	001-301-570	OTHER SUPPLIES & MAT		3/28 INV 377486		5.29	6,814.81	13,500.00
	001-301-570	OTHER SUPPLIES & MAT		3/29 INV 377594		140.62	6,955.43	13,500.00
11434	947	NAPA		377618	03/29/2024	114.57		
	001-200-637	REPAIRS & MAINTENANC		8240 BATTERY 1YR WARRANTY		114.57	37,234.64	49,800.00
11435	136	O'REILLY AUTO PARTS		1040381372	04/08/2024	197.87		
	001-260-570	OTHER SUPPLIES & MAT		DIESEL EXHAUST FLUID (DEF)		33.98	2,588.56	8,000.00
	001-260-570	OTHER SUPPLIES & MAT		ABSORBER		89.95	2,678.51	8,000.00
	001-260-570	OTHER SUPPLIES & MAT		WASH BRUSH		35.98	2,714.49	8,000.00
	001-260-570	OTHER SUPPLIES & MAT		CAR WASH		37.96	2,752.45	8,000.00
11436	2309	PATRICIA MARIE THOMAS		MARCH 2024	04/02/2024	67.50		
	001-000-330	COURT FINES & FEES		BOND REFUND		67.50		
11437	1926	PINECREST MANOR		MARCH 2024	04/02/2024	30.00		
	001-000-358	MISC - POLICE REPORT		RESTITUTION/BOURGEOIS		30.00		
11438	318	PROHOSTING ACCOUNTING DIVISION		APRIL 2024	04/02/2024	17.95		
	001-200-636	MAINTENANCE AGREEMEN		WEB HOSTING WAVELANDPOLICE		17.95	17,979.44	37,500.00
11439	2192	RAILROAD SPORTS BAR		MARCH 2024	04/02/2024	50.00		

DOCKET		*-----INVOICE-----*								
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET	
		001-000-358	MISC - POLICE REPORT	RESTITUTION			50.00			
11440	1866	RAQUEL FONTENOT		MARCH 2024	04/02/2024	70.00				
		001-000-358	MISC - POLICE REPORT	RESTITUTION			70.00			
11441	1173	RAY C. WEAVER		12930	04/03/2024	475.00				
		001-260-636	MAINTENANCE AGREEMEN	QUARTLY MAINTENANCE-FIRE D			475.00	13,799.14	22,500.00	
11442	1173	RAY C. WEAVER		12931	04/03/2024	880.00				
		001-200-636	MAINTENANCE AGREEMEN	QUARTERLY MAINTENANCE			880.00	18,859.44	37,500.00	
11443	2139	RHONDA GAMBLE		MARCH 2024	03/14/2024	109.00				
		001-101-614	TRAVEL - LODGING	REIMBURSEMENT/HOTEL STAY			109.00	774.00	1,500.00	
11444	1251	RJ YOUNG COMPANY LLC		INV6835241	03/20/2024	1,513.68				
		001-140-636	MAINTENANCE AGREEMEN	MAYOR'S OFFICE BASE RATE			444.15	29,849.29	32,000.00	
		001-140-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			185.93	30,035.22	32,000.00	
		001-280-636	MAINTENANCE AGREEMEN	BUILDING DEPT BASE RATE			132.50	3,627.66	7,500.00	
		001-280-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			77.52	3,705.18	7,500.00	
		001-115-636	MAINTENANCE AGREEMEN	COURT DEPT BASE RATE			132.50	6,335.49	14,700.00	
		001-115-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			26.57	6,362.06	14,700.00	
		001-200-636	MAINTENANCE AGREEMEN	POLICE DPT BASE RATE			106.00	18,965.44	37,500.00	
		001-200-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			32.01	18,997.45	37,500.00	
		001-200-636	MAINTENANCE AGREEMEN	POLICE PATROL BASE RATE			186.43	19,183.88	37,500.00	
		001-200-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			86.12	19,270.00	37,500.00	
		001-260-636	MAINTENANCE AGREEMEN	FIRE DEPT BASE RATE			79.50	13,878.64	22,500.00	
		001-260-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			24.45	13,903.09	22,500.00	
11445	667	S & L OFFICE SUPPLIES		116359	03/27/2024	48.11				
		001-115-500	OFFICE SUPPLIES	TONER CARTRIDGE PTCF230A			48.11	204.50	3,350.00	
11446	667	S & L OFFICE SUPPLIES		116506	04/04/2024	27.70				
		001-140-500	OFFICE SUPPLIES	STAPLER			27.70	4,680.55	14,500.00	
11447	667	S & L OFFICE SUPPLIES		116686	04/11/2024	175.65				
		001-140-500	OFFICE SUPPLIES	BOX OF 100 PERSONNELL FILE			175.65	4,856.20	14,500.00	
11448	1775	SCHINDLER ELEVATOR CORPORATION		7100555914	03/31/2024	3,867.00				
		001-140-637	REPAIRS & MAINTENANC	REPAIR PHONE IN ELEVATOR			3,867.00	19,768.98	44,000.00	
11449	18	SEA COAST ECHO		493148	03/31/2024	122.02				
		001-280-620	ADVERTISING & PUBLIS	AD - P&Z REGULAR MEETING			122.02	356.67	3,000.00	
11450	1245	SPECIALTY HOSE		13628	04/02/2024	147.69				
		001-301-570	OTHER SUPPLIES & MAT	CENTER PUNCH TOOL 5/8 PUNC			147.69	7,103.12	13,500.00	
11451	3	STATE TREASURER		MARCH 2024	04/01/2024	14,720.75				
		001-000-138	STATE: COURT FINE AS	TV			7,896.00			
		001-000-138	STATE: COURT FINE AS	IC			810.50			
		001-000-138	STATE: COURT FINE AS	TT			330.00			
		001-000-138	STATE: COURT FINE AS	OM			1,414.75			

DOCKET		*-----INVOICE-----*								
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET	
		001-000-138	STATE: COURT FINE AS	ABF		223.75				
		001-000-138	STATE: COURT FINE AS	VBF		110.00				
		001-000-138	STATE: COURT FINE AS	CC		51.00				
		001-000-138	STATE: COURT FINE AS	MVL		300.00				
		001-000-138	STATE: COURT FINE AS	UMI		3,584.75				
11452	2310	STEPHANIE WILKINSON		MARCH 2024	04/02/2024	150.00				
	001-000-330	COURT FINES & FEES		BOND REFUND		150.00				
11453	2025	STERLING PETROLEUM PRODUCTS IN		107570	04/01/2024	691.90				
	001-301-526	OIL & LUBE		GALLON DRUM OF 15W40 CK-4		687.50		1,933.80	3,000.00	
	001-301-526	OIL & LUBE		LUBE TAX		4.40		1,938.20	3,000.00	
11454	70	SUN COAST BUSINESS SUPPLY		1359271	03/13/2024	657.26				
	001-115-500	OFFICE SUPPLIES		KRAFT ENVELOPES		170.80		375.30	3,350.00	
	001-115-500	OFFICE SUPPLIES		ENVELOPES		27.39		402.69	3,350.00	
	001-115-500	OFFICE SUPPLIES		BANKERS BOXES		403.18		805.87	3,350.00	
	001-115-500	OFFICE SUPPLIES		CORRECTION TAPE		10.24		816.11	3,350.00	
	001-115-500	OFFICE SUPPLIES		STICKY NOTES		6.69		822.80	3,350.00	
	001-115-500	OFFICE SUPPLIES		STAPLES		3.63		826.43	3,350.00	
	001-115-500	OFFICE SUPPLIES		CALCULATOR TAPE		3.12		829.55	3,350.00	
	001-115-500	OFFICE SUPPLIES		TAPE		34.79		864.34	3,350.00	
	001-115-500	OFFICE SUPPLIES		CREDIT FROM INVOICE 135927		2.58-		861.76	3,350.00	
11455	70	SUN COAST BUSINESS SUPPLY		1360639	04/03/2024	171.40				
	001-550-510	CLEANING & JANITORIA		6 PACKS URINAL MATS		111.56		3,684.46	7,000.00	
	001-550-510	CLEANING & JANITORIA		BOWL CLIPS (AIR FRESHNER)		56.42		3,740.88	7,000.00	
	001-140-500	OFFICE SUPPLIES		PAPER CLIPS		3.42		4,859.62	14,500.00	
11456	383	SUNBELT FIRE		00011170	03/25/2024	80.31				
	001-260-570	OTHER SUPPLIES & MAT		SHIPPING CHARGE FOR 3 HELM		80.31		2,832.76	8,000.00	
11457	1767	TEC		1133500	04/01/2024	2,984.68				
	001-140-605	TELEPHONE		ADJUSTMENTS		30.49		7,743.97	16,500.00	
	001-140-605	TELEPHONE		CITY ADMINISTRATION		744.37		8,488.34	16,500.00	
	001-571-605	TELEPHONE		CIVIC CTRTELEPHONE /INTERN		293.89		1,821.12	3,600.00	
	001-260-605	TELEPHONE		FIRE DEPARTMENTS		673.26		6,687.22	14,000.00	
	001-551-605	TELEPHONE		LIGHTHOUSE		88.22		529.32	800.00	
	001-280-605	TELEPHONE		BUILDING/ZONING		136.34		3,070.70	7,800.00	
	001-200-605	TELEPHONE		POLICE DEPT		806.16		8,382.00	20,000.00	
	001-115-605	TELEPHONE		COURT DEPT		176.75		1,222.84	2,300.00	
	001-140-605	TELEPHONE		WAS RSVP		35.20		8,523.54	16,500.00	
11458	315	TIFFANY LEE COWMAN, CHANCERY C		APRIL 2024	04/01/2024	980.00				
	001-140-601	PROFESSIONAL SERVICE		TAX SALE REDEMPTIONS		980.00		7,714.79	30,000.00	
11459	739	TRANSUNION RISK AND ALTERNATIV		202403-1	04/01/2024	193.00				
	001-200-636	MAINTENANCE AGREEMEN		TLOXP CHARGES MARCH		193.00		19,463.00	37,500.00	
11460	1862	UNIFIRST CORPORATION		1530.38588	04/08/2024	313.06				
	001-550-535	UNIFORMS		2 PARKS DEPT		146.27		1,070.52	1,850.00	

DOCKET		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	001-301-535	UNIFORMS		14 STREETS DEPT		117.43		3,171.96	10,500.00
	001-200-535	UNIFORMS		1 ANIMAL CONTROL		11.30		5,018.62	8,750.00
	001-550-535	UNIFORMS		DEFE		3.40		1,073.92	1,850.00
	001-301-535	UNIFORMS		DEFE		3.40		3,175.36	10,500.00
	001-200-535	UNIFORMS		DEFE		3.40		5,022.02	8,750.00
	001-550-535	UNIFORMS		GARMENT MAINTENANCE		13.93		1,087.85	1,850.00
	001-301-535	UNIFORMS		GARMENT MAINTENANCE		13.93		3,189.29	10,500.00
11461	828	WARRAN AUTOMOTIVE INC		28050	04/02/2024	359.97			
	001-200-637	REPAIRS & MAINTENANC		REPLACE RIGHT FRONT/BOTH R		179.97		37,414.61	49,800.00
	001-200-637	REPAIRS & MAINTENANC		LABOR		180.00		37,594.61	49,800.00
11462	828	WARRAN AUTOMOTIVE INC		28069	04/05/2024	359.97			
	001-200-637	REPAIRS & MAINTENANC		REPLACE RIGHT FRONT & BOTH		179.97		37,774.58	49,800.00
	001-200-637	REPAIRS & MAINTENANC		LABOR		180.00		37,954.58	49,800.00
TOTAL >>>						127,309.00			
								127,309.00	

DOCKET		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
				001-000-000		86,458.54			
				313-000-000		11,723.00			
				102-000-000		3,806.25			
				330-000-000		10,699.36			
				105-000-000		2,829.02			
				101-000-000		11,792.83			
TOTAL DOCKET >>						568,831.09			
							<u>568,831.09</u>		

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

7. BOARD BUSINESS:

- b. Motion to approve the Operating Utilities Docket of Claims, paid and unpaid, dated April 2, 2024 in the amount of \$209,706.38

DOCKET OF PAID CLAIMS

PAGE: 1

NUMBER	*-----*	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
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76

YTD SPENT	BUDGET
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$$\begin{array}{r} 23,542.04 \\ \hline 23,542.04 \end{array}$$

BOOKETU		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
				400-000-000		23,542.04			

CKETU		*-----INVOICE-----*							
MBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
50746	1617	AFFORDABLE COMPUTER SOLUTIONS	607*	04/03/2024	351.36				
	400-710-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			300.00		2,866.51	6,750.00
	400-710-605	TELEPHONE	5 MICROSOFT BASIC EMAIL			32.10		3,367.89	9,650.00
	400-700-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			6.42		563.86	500.00
	400-722-605	TELEPHONE	2 MICROSOFT BASIC EMAIL			12.84		1,017.89	2,300.00
50747	1812	BENVENUTTI ELECTRICAL APPARATU	34912	04/08/2024	1,794.00				
	400-726-637	REPAIRS & MAINTENANC	SERVICE CALL L.S.#23 WAVEL			575.00		58,804.45	100,000.00
	400-726-637	REPAIRS & MAINTENANC	2 TECHS			690.00		59,494.45	100,000.00
	400-726-637	REPAIRS & MAINTENANC	CIRCUIT BOARD			239.00		59,733.45	100,000.00
	400-726-637	REPAIRS & MAINTENANC	HOIST TRUCK			290.00		60,023.45	100,000.00
50748	1298	C SPIRE WIRELESS	MARCH2004*	03/18/2024	215.62				
	400-710-606	CELL PHONE	METER READER 234-7842			44.91		583.68	1,500.00
	400-700-606	CELLPHONE	PUBLIC WORKS MANAGER 216-2			44.91		269.32	600.00
	400-710-606	CELL PHONE	UTILITY DPT SUPERV 216-530			44.91		628.59	1,500.00
	400-710-606	CELL PHONE	METER READER IPAD 493-8029			17.99		646.58	1,500.00
	400-722-606	CELLPHONE	PW IPAD 216-7502			17.99		337.35	1,250.00
	400-722-606	CELLPHONE	PUBLIC WORKS 228-216-3162			44.91		382.26	1,250.00
50749	1040	CARD SERVICES	1349765*	03/13/2024	135.00				
	400-700-636	MAINTENANCE AGREEMEN	9 GPS X 13.50			121.50		7,538.34	1,160.00
	400-710-636	MAINTENANCE AGREEMEN	1 GPS X 13.50			13.50		2,880.01	6,750.00
50750	14	COAST EPA	MARCH2024*	03/20/2024	6,009.82				
	400-726-630	UTILITIES - ELECTRIC	635330-001 404 HWY 90 BY S			205.26		33,377.35	81,500.00
	400-724-630	UTILITIES - ELECTRIC	635330-002 BALTIC WATER TO			100.07		29,195.97	65,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-004 BALTIC LIFT STA			164.19		33,541.54	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-005 HWY 90 LIFT STA			158.12		33,699.66	81,500.00
	400-724-630	UTILITIES - ELECTRIC	635330-006 FAITH ST WELL			2,940.80		32,136.77	65,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-007 VICTORIA ST LIF			87.61		33,787.27	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-008 ELAINE ST LIFT			71.81		33,859.08	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-009 GLADSTONE ST LS			187.90		34,046.98	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-010 RYAN ST LS			109.55		34,156.53	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-011 WAVELAND CUTOFF			96.80		34,253.33	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-012 LAUREL ST LS			87.81		34,341.14	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-015 KMART SHOPPING			69.34		34,410.48	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-016 SYCAMORE/RUE DE			72.23		34,482.71	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-017 HOGAN & TABOR			63.64		34,546.35	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-018 464 HWY 90 FRNT			55.79		34,602.14	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-019 460 HWY 90 LIFT			63.45		34,665.59	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-021 909 OST			391.34		35,056.93	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-022 RUE DE LASALLE/			61.68		35,118.61	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-025 NICHOLSON/LOUIS			91.38		35,209.99	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-026 NICHOLSON/OST			361.36		35,571.35	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-027 436 OST			228.65		35,800.00	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-028 HWY 90/OST			134.81		35,934.81	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-059 SUPERIOR ST			100.63		36,035.44	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-061 RANIER ST			52.80		36,088.24	81,500.00
	400-726-630	UTILITIES - ELECTRIC	635330-063 HOGAN ST			52.80		36,141.04	81,500.00

CITY OF WAVELAND			DATE: 04/17/2024			PAGE: 2			
SCHEDULE OF UNPAID CLAIMS									
SCHEDULE			*-----INVOICE-----*						
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
50751	22	CONSOLIDATED PIPE & SUPPLY CO,			MS037516 AND 03/04/2024	3,557.35			
400-722-637	REPAIRS & MAINTENANC	3/4 TPS GALV BODY COUPLING				360.00		20,000.70	30,000.00
400-722-637	REPAIRS & MAINTENANC	3/4 MULLER BRASS UNION COM				175.00		20,175.70	30,000.00
400-722-637	REPAIRS & MAINTENANC	3/4X5/8X3/4 MCD CTSXMSN ST				720.00		20,895.70	30,000.00
400-722-637	REPAIRS & MAINTENANC	1"BRASS CURB STOPBALL VALV				834.35		21,730.05	30,000.00
400-722-637	REPAIRS & MAINTENANC	8" SMITH BLAIR FULL CIRCLE				796.00		22,526.05	30,000.00
400-722-637	REPAIRS & MAINTENANC	SMITH FULL CIRCLE CLAMP				672.00		23,198.05	30,000.00
50752	1494	CSX TRANSPORTATION			8461248 03/27/2024	32.00			
400-726-601	PROFESSIONAL SERVICE	7 SEWER PIPELINE CROSSING				32.00		1,522.00	
50753	261	DAVID'S CHAINSAW & LAWMOWER R			0037721 04/03/2024	1,289.99			
400-722-590	EQUIPMENT REPAIRS &	STIHL TS 420 CHOP SAW				1,289.99		1,499.65	7,000.00
50754	1071	EMPIRE TRUCK SALES			CE007125049 04/09/2024	170.40			
400-722-637	REPAIRS & MAINTENANC	TUBE FUEL				125.40		23,323.45	30,000.00
400-722-637	REPAIRS & MAINTENANC	SHIPPING				45.00		23,368.45	30,000.00
50755	15	FUELMAN OF MISSISSIPPI			NP66166038* 04/01/2024	710.92			
400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES				571.54		9,114.42	30,000.00
400-710-525	FUEL	METER READER VEHICLE				139.38		1,143.47	3,500.00
50756	15	FUELMAN OF MISSISSIPPI			NP66249699* 04/08/2024	358.98			
400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES				285.85		9,400.27	30,000.00
400-710-525	FUEL	METER READER VEHICLE				73.13		1,216.60	3,500.00
50757	130	HANCOCK COUNTY SOLID WASTE AUT			1298 04/02/2024	45,075.33			
400-728-601	PROFESSIONAL SERVICE	SOLID WASTE 2497X\$14.44				37,558.44		262,935.09	541,000.00
400-728-601	PROFESSIONAL SERVICE	SOLID WST/BULKY WST 2497X\$				7,516.89		270,451.98	541,000.00
50758	45	HANCOCK COUNTY UTILITY AUTHORI			MARCH2024 03/31/2024	116,670.17			
400-727-601	PROFESSIONAL SERVICE	ADMINISTRATIVE/PLANT FEE				72,258.11		517,412.81	1,013,000.00
400-727-601	PROFESSIONAL SERVICE	2020 BOND				4,441.84		521,854.65	1,013,000.00
400-727-601	PROFESSIONAL SERVICE	2014 BOND				2,458.73		524,313.38	1,013,000.00
400-727-601	PROFESSIONAL SERVICE	SRF LOAN#1				14,194.15		538,507.53	1,013,000.00
400-727-601	PROFESSIONAL SERVICE	SRF LOAN#2				8,890.38		547,397.91	1,013,000.00
400-727-601	PROFESSIONAL SERVICE	UTILITY FUND				7,378.88		554,776.79	1,013,000.00
400-727-601	PROFESSIONAL SERVICE	UTILITY FUND				7,048.08		561,824.87	1,013,000.00
50759	2274	JOSEPH DEDEAUX			4/1/24 04/01/2024	1,000.00			
400-726-638	REPAIRS & MAINT GRIN	SERVICE CALL				1,000.00		18,580.75	19,500.00
50760	2274	JOSEPH DEDEAUX			4/2/24 04/02/2024	4,650.00			
400-726-638	REPAIRS & MAINT GRIN	INSTALL NEW GRINDER SYSTEM				4,650.00		23,230.75	19,500.00
50761	178	MIDSOUTH METER & REGULATION			11855 03/28/2024	988.00			
400-725-591	METER & COMPONENT SU	AMERICAN AC-630 30LT 40Z				785.00		4,520.94	34,000.00
400-725-591	METER & COMPONENT SU	METER CONNECTION SETS 30LT				28.00		4,548.94	34,000.00
400-725-591	METER & COMPONENT SU	ROOT/IRON B42R 1" BODY				130.00		4,678.94	34,000.00
400-725-591	METER & COMPONENT SU	SHIPPING				45.00		4,723.94	34,000.00

BOOK		INVOICE						
NUMBER	VENDOR	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET	
50762	2143 MSRWA	FEB2024	02/17/2024	1,315.00				
	400-722-616 DUES, MEMBERSHIP, SU	ANNUAL MEMBERSHIP DUES			1,315.00	1,315.00	1,500.00	
50763	221 NATIONAL CORROSSION SERVICE	12572	04/08/2024	510.00				
	400-725-601 PROFESSIONAL SERVICE	2024 1ST QUARTER EXCAVATIO			510.00	14,483.07	20,000.00	
50764	18 SEA COAST ECHO	0324940	03/31/2024	330.00				
	400-725-620 ADVERTISING & PUBLIS	GAS AWARENESS ADVERTISEMEN			330.00	330.00	500.00	
50765	1245 SPECIALTY HOSE	13627	04/02/2024	480.62				
	400-726-637 REPAIRS & MAINTENANC	4" PVC SUCTION HOSE			450.90	60,474.35	100,000.00	
	400-726-637 REPAIRS & MAINTENANC	4 1/2" SS FAST-LOK K CLAMP			29.72	60,504.07	100,000.00	
50766	1767 TEC	1133500*	04/01/2024	417.31				
	400-722-605 TELEPHONE	PUBLIC WORKS PHONE/INTERNE			188.17	1,206.06	2,300.00	
	400-700-605 TELEPHONE	PUBLIC WORKS MANAGER			33.17	597.03	500.00	
	400-710-605 TELEPHONE	UTILITY DEPT			195.97	3,563.86	9,650.00	
50767	1862 UNIFIRST CORPORATION	1530138588*	04/08/2024	102.47				
	400-722-535 UNIFORMS	3 UTILITY			56.52	1,640.13	4,650.00	
	400-710-535 UNIFORMS	1 METER READER			11.31	635.94	1,200.00	
	400-722-535 UNIFORMS	DEFE			3.40	1,643.53	4,650.00	
	400-710-535 UNIFORMS	DEFE			3.40	639.34	1,200.00	
	400-722-535 UNIFORMS	GARMENT MTN			13.92	1,657.45	4,650.00	
	400-710-535 UNIFORMS	GARMENT MTN			13.92	653.26	1,200.00	
TOTAL >>>				186,164.34	186,164.34			

DOCKET#		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
				400-000-000			186,164.34		
TOTAL DOCKET# >>						209,706.38	<hr/>	209,706.38	

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

7. BOARD BUSINESS:

- c. Motion to approve and authorize Mayor's signature on the Waveland Citywide Sewer Improvements Project Contract Documents. This Project, UEI #QWTTJH9WQMV4, is funded through MDEQ and the MCWI (Mississippi Municipality County Water Infrastructure) grant program. Reference: ARPA Project

CONTRACT DOCUMENTS & TECHNICAL
SPECIFICATIONS FOR

7c

**Waveland Citywide
Sewer Improvements Project**

HANCOCK COUNTY, MISSISSIPPI

PREPARED FOR:



301 Coleman Avenue
Waveland, MS 39576
(228) 467-4134

PREPARED BY:

Jay Trapani – Mayor
Rhonda Aime-Gamble - Ward 1 Alderman
Bobby Richardson – Ward 2 Alderman
Shane LaFontaine - Ward 3 Alderman
Jeremy Clark - Ward 4 Alderman



407 Hwy 90
Bay St. Louis, MS 39520
(228) 467-6755

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR THE

**Waveland Citywide
Sewer Improvements Project**

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DIVISION 00	Procurement and Contracting Requirements
00100	ADVERTISEMENT FOR BIDS
00200	INFORMATION FOR BIDDERS
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00400	SPECIAL PROJECT PROCEDURES/REGULATIONS
00500	STANDARD GENERAL CONDITIONS
00600	SUPPLEMENTARY GENERAL CONDITIONS
00700	BID PROPOSAL
00750	QUESTIONNAIRE
00800	BID BOND
00900	STANDARD FORM OF AGREEMENT
	MCWI Need contract attachment
00925	PERFORMANCE BOND
00950	PAYMENT BOND
DIVISION 01	
01050	GENERAL REQUIREMENTS
01400	SUBMITTALS
01500	MOBILIZATION
01510	MAINTENANCE OF TRAFFIC

00100 ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

GENERAL NOTICE

City of Bay St. Louis (Owner) is requesting Bids for the construction of the following Project:

Waveland Citywide Sewer Improvements Project

Sealed bids for the construction of the Project will be received at the City of Waveland located at 301 Coleman Avenue, Waveland, MS 39576, until **Tuesday, May 2, 2024, at 3:00 PM** local time. At that time, all bids received will be publicly opened and the bid amount read aloud.

The work included in the Contract shall consist primarily of the following items:

Evaluation, repair, and rehabilitation of the City's sewer lift stations. Also includes installation of Gravity sewer main and manholes, sewer main cleaning, CCTV inspections and lining.

Bids are requested for the following Contract:

Waveland Citywide Sewer Improvements Project

OBTAINING THE BIDDING DOCUMENTS

Information and Bidding Documents for the Project can be found at the following designated website:

www.wavelandmsbids.com

Plans and Specifications are being made available via hard copy or digital download. Plan Holders are required to log-in or register for an account to view or order bid documents at www.wavelandmsbids.com. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders are to contact the Plan House at (228) 248-0181. No partial sets of drawings or project manuals will be issued. No contract documents (hard copies or electronic copies) will be issued to Contractors within twenty-four (24) hours of the time indicated above for receiving bids.

The Issuing Office for the Bidding Documents is:

City of Waveland
301 Coleman Avenue
Waveland, MS 39576

Chiniche Engineering & Surveying
407 Hwy 90
Bay St. Louis, MS 39520

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday-Thursday between 8:00-5:00 and Friday 8:00-12:00.

00100 ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

Bids must be submitted upon the standard forms contained within these contract documents furnished by Engineer, noted in the Information for Bidders. 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 owner as bid security. Bidders shall also submit a current financial statement, if requested by the Owner. 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 required documents shall be submitted in a sealed envelope and the outside of the envelope shall be marked plainly as: **Waveland Citywide Sewer Improvements Project** and the Certificate of Responsibility Number.

Bids shall be deposited with the City of Waveland, 301 Coleman Avenue, Waveland, MS 39576 or for those interested, bids can be submitted at www.wavelandmsbids.com under the project page, prior to the hour and date designated above. No oral, telegraphic, telephonic, or e-mail proposals shall be considered. All interpretations of drawings and specifications shall be directed to Jason Chiniche at Chiniche Engineering & Surveying by email to: jason@chiniche.com. An acknowledged received copy of all Addenda issued by the Engineer via Plan House must be included with the bid proposal. No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening without Owner's consent. The Owner reserves the right to reject any or all bids and to waive any or all informalities.

Work to be performed shall be in accordance with all Federal, State and Local Regulations and Codes.

Approved by the order of the City of Waveland Council Members, **this the December 6, 2023.**

PUBLISH:

1st Advertisement Date: March 30, 2024

2nd Advertisement Date: April 6, 2024

00200 INFORMATION FOR BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received by the City of Waveland no later than **3:00 P.M. Local Time on Tuesday, May 2, 2024**, at 301 Coleman Avenue, Waveland, MS 39576.
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 a sealed envelope marked in the lower left-hand corner as follows:
 1. Bid for construction of: **Waveland Citywide Sewer Improvements Project**

Certificate of Responsibility No. _____
 - E. OR
 - F. Submit bids Online at www.wavelandmsbids.com
 - G. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.
 - H. In case of a discrepancy between Unit Price and the Extension, the Unit Price will govern and the Extension, along with the Total Amount of the Proposal will be corrected.
 - I. Electronic bids will be accepted in accordance with MS Code Ann.Â§ 31-7-13 (c)(v). Plans and specifications are being made available via hard copy or digital download. Plan Holders are required to log-in or register for an account to view or order bid documents at www.wavelandmsbids.com. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders are to contact the Plan House at (228) 248-0181. No partial sets of drawings or project manuals will be issued. No contract documents (hard copies or electronic copies) will be issued to

00200 INFORMATION FOR BIDDERS

Contractors within twenty-four (24) hours of the time indicated above for receiving bids.

3. METHOD OF BIDDING:

- A. The bid will consist of a base bid amount in accordance with the totals bid for each item (Unit Price). Bids shall be guaranteed for 60 days from the date of Bid Opening.
- B. The City of Waveland reserves the right to reject any or all bids and to waive any or all informalities.

4. ADDENDA AND INTERPRETATIONS:

- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the ENGINEER in writing, 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. Without written notification to the ENGINEER prior to submission of a bid, the BIDDER accepts sole responsibility for work items required for completion of the intent of the project.
- B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.

5. CERTIFICATE OF RESPONSIBILITY NUMBER:

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

- 6. **BID SECURITY:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein,

00200 INFORMATION FOR BIDDERS

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 total bid price.

7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.
8. **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
9. **LAW AND REGULATIONS:** The BIDDERS'S attention is directed to the fact that all applicable federal, 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.
10. **CONDITION OF WORK:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.
11. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).
12. **TIME OF COMPLETION:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of calendar days as set forth in these Contract Documents.
13. **PROPOSAL OF GUARANTEES:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.

00200 INFORMATION FOR BIDDERS

14. **NON-COLLUSION AFFIDAVIT:** CONTRACTOR must complete (in duplicate) the non-collusion affidavits included in Contract Documents 00225 and submit same as part of their bid. FAILURE TO DO SO MAY DISQUALIFY THEIR BID.
15. **INTERPRETATIONS:** No oral interpretation will be made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents. Only written 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. Any questions or request for clarifications shall be submitted via email to jason@chiniche.com. All questions or requests shall be submitted no later than 4 working days prior to date of the bid.
16. **BUILDING PERMIT:** In accordance with the City of Waveland Building Department, a Building Permit is required however, there will be no assessment of fees for the permit. Contractor is responsible for coordinating with the City of Waveland Building Department on all required inspections.
17. **QUALIFICATIONS OF BIDDERS:** It is the intention of the OWNER to make an award to a BIDDER competent to do the work and who proposes to employ subcontractors also competent to do the work. The OWNER may also 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 will consider the BIDDER's qualifications in evaluating the BID and 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.
18. **QUALIFICATIONS OF SUBCONTRACTORS: MATERIAL AND EQUIPMENT SUPPLIERS:**
 - A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any

00200 INFORMATION FOR BIDDERS

WORK, MATERIAL or EQUIPMENT that is not in conformance with the requirements of the Contract Documents.

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

00200 INFORMATION FOR BIDDERS

3. 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.
- H. All subcontractors shall be pre-approved by the Owner prior to issuance of Notice of Award and execution of contract.
19. **INSURANCE:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Supplementary General Conditions, as enclosed herein for the full term of the Contract.
20. **CONTRACT AWARD:** Award of Contract, if made, shall be within 60 days of date of receipt of Bids.
21. **MS CODE § 31-5-37:** Contractor shall also abide by the MS Code § 31-5-37 which applies to public works contracts of \$5,000.00 that are financed by funds received by state and local governments because of an oil spill or a natural disaster. The Mississippi First Act requires a contractor awarded this type of public works contract to submit an employment plan to the government authority involved in the contract and to the Mississippi Department of Employment Security (MDES). (<https://mdes.ms.gov/employers/mississippi-first-act-and-public-works-contracts-employment-plans/ms-code-31-5-37/>).
22. **ISSUANCE OF "NOTICE TO PROCEED":** If the Contract is awarded, the OWNER will issue the "Notice to Proceed" within 30 days after the date of agreement of the Contract.
23. **METHOD OF AWARD:** At the time the contract is to be awarded, if the Lowest Bid (either base or alternates), does not exceed the construction budget for the project, the Award will be made following one of the options below:
 - A. A single Contract will be awarded on the basis of the lowest, responsive, and responsible bidder, and best combination of any base bid and accepted alternates (if any) which produces a total within available funds.
 - B. The Owner reserves the right to waive irregularities and to reject any or all bids.
 - C. The Owner reserves the right to disqualify and reject the low bidder and make award to another bidder if, in Owner's judgement, it is in the Owner's best interest. A bidder may be disqualified for the reason below, but not limited to:
 1. Being in arrears on existing contracts.
 2. Being in litigation with the Owner.

00200 INFORMATION FOR BIDDERS

3. Having defaulted on or failed to satisfactorily complete a previous contract including warranty obligations.
- D. The Owner may cancel the award of the contract at any time prior to execution by all parties. In the event of the cancelation of the contract, the owner shall not be deemed liable by all parties.
24. **PRE-BID:** TBD.
25. **NON-RESIDENT BIDDER:** Any Non-Resident Bidder shall include a copy of the non-resident contractor's current state contractor preference law, or the bid may be rejected.
26. **BID PACKAGE:** The Bid Package shall include the Bid Proposal, Non-Collusion Affidavit (in duplicate), Bid Security and Non-Resident Bidder (if applicable), and any other documents required by the Owner or Funding Agency.

END OF SECTION

Attest: _____

Phone No. _____

00225-1

00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION



Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

- 2 -

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

END OF SECTION

00400 SPECIAL PROJECT PROCEDURES

1.0 GENERAL

- A. Contractor shall be advised that all quantities are based on estimated units and shall be field verified by Engineer.
- B. Contractor shall include sufficient Traffic Control measures to be implemented during construction, to the satisfaction of the Engineer.
- C. Contractor shall plan their work in a manner that will limit interruptions to local traffic and residences. Any traffic delays or detours shall be coordinated with the Engineer and Owner prior to commencement of work.
- D. All work shall be in compliance with all permitting requirements.
- E. All property disturbed during construction shall be repaired to pre-construction conditions or better, to the satisfaction of the Engineer.
- F. Contractor shall take pre-construction videos and photographs of the project site and submit them to the Engineer for review prior to the commencement of work.
- G. Contractor shall coordinate work with Engineer and Owner for areas available to receive construction materials. Contractor shall submit to Engineer and Owner to review construction schedule prior to commencing any work.
- H. All work shall comply with local, federal, and state codes.
- I. Contractor shall adhere to all American Rescue Plan Act (ARPA) Funding Project Requirements.

END OF SECTION

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

00500 STANDARD GENERAL CONDITIONS

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

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

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

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

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1.02 Terminology

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

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

3.02 Reference Standards

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

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

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 *Availability of Lands*

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

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

5.02 *Use of Site and Other Areas*

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

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

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

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

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

5.05 *Underground Facilities*

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

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

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

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

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

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

6.02 *Insurance—General Provisions*

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

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

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

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

6.03 Contractor's Insurance

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

6.05 *Property Losses; Subrogation*

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

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

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

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6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

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

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

7.06 Substitutes

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

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

7.08 *Patent Fees and Royalties*

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

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7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

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7.13 *Safety and Protection*

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

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

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

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

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

D. *Resubmittal Procedures for Shop Drawings and Samples*

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

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

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

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

7.17 *Contractor's General Warranty and Guarantee*

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

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9. Any correction of defective Work by Owner.

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

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

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

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

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

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

11.03 *Work Change Directives*

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

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B. If Owner has issued a Work Change Directive and:

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

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11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

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

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

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

11.10 Notification to Surety

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

ARTICLE 12—CLAIMS

12.01 Claims

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

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

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

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

13.01 *Cost of the Work*

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

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

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

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

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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

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

13.02 Allowances

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

13.03 Unit Price Work

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

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

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

14.03 Defective Work

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

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

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

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

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

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

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

C. *Review of Applications*

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

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

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

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

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

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

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

15.04 *Partial Use or Occupancy*

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

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

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

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

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

15.07 *Waiver of Claims*

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

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

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

15.08 *Correction Period*

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

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

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

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18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor two (2) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one (1) in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is twenty (20) MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

- a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

- d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
- 3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$150 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in Contractor's Progress

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

- 5. *Weather-Related Delays*
 - a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
 - b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds ½" of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 35° degrees Fahrenheit; or, at

3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100° degrees Fahrenheit.

- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the Bay Waveland Yacht Club weather monitoring station at The Bay Waveland Yacht in Bay St. Louis, Mississippi.
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated by Mississippi Department of Transportation – Productive Days Schedule.
- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established per Mississippi Department of Transportation, Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor’s Insurance*

SC 6.03

- E. **Workers' Compensation and Employer's Liability:** Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	\$1,000,000
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$1,000,000
Bodily injury by disease—aggregate	\$2,000,000
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	N/A

- F. **Commercial General Liability—Claims Covered:** Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. **Commercial General Liability—Form and Content:** Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$ N/A
Each Accident	\$ N/A
Property Damage	
Each Accident	\$ N/A
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$ 1,000,000
General Aggregate	\$1,000,000

- L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

- M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- N. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$500,000
General Aggregate	\$1,000,000

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder’s Risk Requirements:* The builder’s risk insurance must:
1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
 2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$[amount].
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$[amount].
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Owner's legal holidays are per Legal State of Mississippi holidays.
2. Contractor shall not work the week of Thanksgiving.
3. Contractor shall not work between Christmas Day and New Year's Day.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular workday. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as the contractor standard.

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Mississippi and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

ARTICLE 9—OWNER'S RESPONSIBILITIES

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*

- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests*: Review Applications for Payment with Contractor.
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

No suggested Supplementary Conditions in this Article.

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

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Attorneys' Fees*

SC-17.02 Add the following new Paragraph immediately after Paragraph 17.01

17.02 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

1. OWNER CAN NOT agree to binding arbitration as a method and procedure for resolving disputes between OWNER and Contractor. Owner and contractor may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute. All disputes will be handled in the proper court of law.
2. All change orders must be approved by the Legal Authority prior to the performance of work with respect to the change order. The approval by the Legal Authority is required in that any change order that would modify the original scope of work, must have prior approval by the Legal Authority in order to be consistent with State Law.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [TBD] or later			
DWG	Autodesk® AutoCAD .dwg format Version [TBD]			
DOC	Microsoft® Word .docx format Version [TBD]			
EXC	Microsoft® Excel .xls or .xml format Version [TBD]			
DB	Microsoft® Access .mdb format Version [TBD]			

BID PROPOSAL

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

Waveland Citywide Sewer Improvements Project

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 their 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 **120 calendar days thereafter**. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

00700 BID PROPOSAL

By submitting this BID, the BIDDER certifies that they have thoroughly examined the plans, specifications and contract documents and have visited the job site to inform themselves fully of the conditions at the site relating to the completion of the project.

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

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that they fail 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.

00700 BID PROPOSAL

BIDDER encloses a Bid Bond 5% of Base Bid Amount _____ DOLLARS (\$_____) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of their 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:

NOTES:

1. Any erasure change or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no unit price adjustments should an increase or decrease in quantities be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. 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

00700 BID PROPOSAL

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.

4. 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.
5. Contractor shall submit with this Bid Proposal, a completed, original 00750 Questionnaire. Failure to submit completed form shall result in rejection of the bid.

00700 BID PROPOSAL

BID SCHEDULE

TO: The City of Waveland
Owner

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

BID – Waveland Citywide Sewer Improvements Project

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
01500-A	Mobilization	1	LS	\$ _____	\$ _____
01510-A	Maintenance of Traffic	1	LS	\$ _____	\$ _____
02565-A	6" Sewer Line Standard Cleaning & CCTV Inspection and Reporting	16,000	LF	\$ _____	\$ _____
02565-B	8" Sewer Line Standard Cleaning & CCTV Inspection and Reporting	240,000	LF	\$ _____	\$ _____
02565-C	10" Sewer Line Standard Cleaning & CCTV Inspection and Reporting	55,000	LF	\$ _____	\$ _____
02565-D	12" Sewer Line Standard Cleaning & CCTV Inspection and Reporting	15,000	LF	\$ _____	\$ _____
02565-E	15" Sewer Line Standard Cleaning & CCTV Inspection and Reporting	1,900	LF	\$ _____	\$ _____
02565-F	18" Sewer Line Standard Cleaning & CCTV Inspection and Reporting	1,900	LF	\$ _____	\$ _____

00700 BID PROPOSAL

02565-G	21" Sewer Line Standard Cleaning & CCTV Inspection and Reporting	3,300	LF	\$ _____	\$ _____
02565-H	24" Sewer Line Standard Cleaning & CCTV Inspection and Reporting	10,000	LF	\$ _____	\$ _____
02565-I	6" Sewer Line Heavy/Mechanical Cleaning, CCTV Inspection and Reporting	1,600	LF	\$ _____	\$ _____
02565-J	8" Sewer Line Heavy/Mechanical Cleaning, CCTV Inspection and Reporting	24,000	LF	\$ _____	\$ _____
02565-K	10" Sewer Line Heavy/Mechanical Cleaning, CCTV Inspection and Reporting	5,500	LF	\$ _____	\$ _____
02565-L	12" Sewer Line Heavy/Mechanical Cleaning, CCTV Inspection and Reporting	1,500	LF	\$ _____	\$ _____
02565-M	15" Sewer Line Heavy/Mechanical Cleaning, CCTV Inspection and Reporting	190	LF	\$ _____	\$ _____
02565-N	18" Sewer Line Heavy/Mechanical Cleaning, CCTV Inspection and Reporting	190	LF	\$ _____	\$ _____
02565-O	21" Sewer Line Heavy/Mechanical Cleaning, CCTV Inspection and Reporting	330	LF	\$ _____	\$ _____
02565-P	24" Sewer Line Heavy/Mechanical Cleaning, CCTV Inspection and Reporting	1000	LF	\$ _____	\$ _____
02565-Q	Removal of Protruding Service	100	EA	\$ _____	\$ _____
02565-R	Reverse Set-Up	25	EA	\$ _____	\$ _____
02565-S	Manholes Cleaning, CCTV Inspection and Reporting	1250	EA	\$ _____	\$ _____
TOTAL BID					\$ _____

00700 BID PROPOSAL

CONTRACTOR

By: _____

Title: _____

ADDRESS:

CERTIFICATE OF

RESPONSIBILITY NUMBER:

***Documentation requested below is
required for submission of bid.**

1. Provide example video (5 minute
minimum) in corresponding report
2. Provide E-Verification number
3. Provide UEI Number and status

END OF SECTION

00750 QUESTIONNAIRE

All prospective Bidders are required to submit 1 original, completed Questionnaire as part of the Bid response. Failure to submit completed form shall result in rejection of the bid.

1. List project history for similar projects within the previous 5 years. Provide Owner contact information, project scope, location and final construction costs.

2. Provide information regarding any previous projects which the bidding firm has defaulted on the contract or list any construction litigation the bidding firm has been associated with.

3. Provide company history and ownership details of the bidding firm to include all ownership parties and years of service as a licensed General Contractor.

4. Provide all Surety information relative to Surety Company associated with Bid Bond to include Name, Address and Agent.

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Waveland Address <i>(principal place of business)</i> : 301 Coleman Avenue Waveland, MS 39576	Bid Project <i>(name and location)</i> : Waveland Citywide Sewer Improvements Project Bid Due Date: 5/2/2024
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

00800 BID BOND

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between The City of Waveland ("Owner") and
 ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Evaluation, repair, and rehabilitation of the City's sewer lift stations. Also includes installation of Gravity sewer main and manholes, sewer main cleaning, CCTV inspections and lining.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Waveland Citywide Sewer Improvements Project**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained James J. Chiniche, P.A., Inc. DBA Chiniche Engineering & Surveying ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by "Engineer".

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.03 *Contract Times: Days*
- A. The Work will be substantially complete within **120 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment pursuant to the Owner's docket schedule, which will be made available to the Contractor. Owner will not be responsible for the failure of Contractor to comply with the docket schedule. Invoices will be paid within thirty days of approval. If there is any dispute over an invoice, Owner will provide notice to Contractor within 10 (ten) days of Owner's consideration of the invoice. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at statutory rate.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

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1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of 17 sheets with each sheet bearing the following general title: Waveland Citywide Sewer Improvements Project.
7. Addenda (numbers [number] to [number], inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Pages
 - b. Subaward Agreement – MDEQ Agreement No. 330-2-D -Note this will need to be updated after Modification approved.
 - c. Appendix ii to Part 200, Title 2 (Nov 24, 2023)
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, and any other data and reference items identified in the Contract Documents.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied all reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 330-2-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Waveland, UEI Number: QWTTJH9WQMV4 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Center City Utility Improvements” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$3,517,219.70**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,549,316.25**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,549,316.25**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$418,587.20**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$140,688.79**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Five Hundred Forty-Nine Thousand Three Hundred Sixteen Dollars and Twenty-Five Cents (\$1,549,316.25)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. INTERVENTIONS

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. ANTI-ASSIGNMENT/CONTRACTING

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. DEBARMENT AND SUSPENSION

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. INDEMNIFICATION

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. SUBRECIPIENT STATUS

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. RIGHT TO AUDIT

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. RIGHT TO INSPECT WORK; ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. SEVERABILITY

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. CONFLICT OF INTEREST

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. EVALUATION

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Jay Trapani
301 Coleman Avenue
Waveland, MS 39576
Phone: (228) 467-4134
E-mail: JTrapani@waveland-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

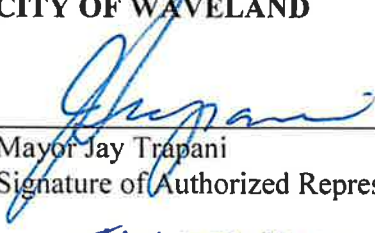
For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF WAVELAND



Mayor Jay Trapani
Signature of Authorized Representative

JAY TRAPANI

Jay Trapani
Printed Name

MAYOR

Title

6/23/23

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Center City Utility Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project will provide for new water mains, water services to parcels, fire protection, and community sewer collection in the area identified as Center City Utility Improvements on the project location map.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about May 31, 2023, advertise each construction contract for bids;
- d. On or about July 15, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

This content is from the eCFR and is authoritative but unofficial.

Title 2—Grants and Agreements

Subtitle A—Office of Management and Budget Guidance for Grants and Agreements

Chapter II—Office of Management and Budget Guidance

Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

- 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

301 Coleman Avenue

Waveland, MS 39576

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

Contractor Name: _____ Address <i>(principal place of business)</i> : _____ 	Surety Name: _____ Address <i>(principal place of business)</i> : _____
Owner Name: City of Waveland Mailing address <i>(principal place of business)</i> : 301 Coleman Avenue Waveland, MS 39576	Contract Description <i>(name and location)</i> : Waveland Citywide Sewer Improvements Project Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

00925 PERFORMANCE BOND

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

PAYMENT BOND

Contractor Name: _____ Address (principal place of business): _____	Surety Name: _____ Address (principal place of business): _____
Owner Name: City of Waveland Mailing address (principal place of business): 301 Coleman Avenue Waveland, MS 39576	Contract Description (name and location): Waveland Citywide Sewer Improvements Project Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None.

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

7. BOARD BUSINESS:

- d. Motion to approve and authorize Mayor's signature on the renewal Rental Agreement with Quadient, Inc. for rental of the iX-3 postage machine for City Hall. This is State Contract (#8200068731) price, no other quotes are required. Note: the current agreement has expired.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

7d

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between
City of Waveland (hereinafter referred to as Customer), and
Quadient Inc. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Quadient Inc.
478 Wheelers Farms Rd
Milford CT 06461

For the Customer:

City of Waveland
301 Coleman Ave
Waveland MS 39576

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200068731 / SMART CONTRACT # 1130-23-C-SWCT-00140

Vendor Company Name: Quadient Inc.

Customer Agency Name: City of Waveland

Bill to Address: PO Box 539 Waveland MS 39576

Ship to Address: **301 Coleman Ave Waveland MS 39576**

Description of Equipment, Software, or Services
IX-3 Series Base w/ Integrated 5lb Weighing Platform, Moistener and Catch Tray. IX3AI Postage Meter w/ SP10 USPS Rate Protection. ICMFP-1 Surge Protector. Local Full Coverage On-Site Service Support

Price
\$ 91.54/mo.
(billed Quarterly)

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) **36**

Start Date:

End Date:

Modifications: _____

Vendor Signature

Customer Signature



Postage Payment Options for Your POC® Account

There are three postage payment options available to customers to pay for postage:

1. Prepay (USPS®)

- "Pay in Advance"
- Prefund a USPS® account by check, wire or ACH credit

2. PostageNow™ ACH (USPS®)

- "Pay Just in Time"
- Electronic payments in which funds are auto-debited from customer's bank account

3. Quadient Postage Funding

- "Pay After You Use It"
- Monthly billing for postage; pay by check, ACH credit or online

(to keep City from having to pay late fees/finance charges)

Postage Payment Options:

Program	Prepay (USPS®)	PostageNow™ ACH (USPS®)	Quadient Postage Funding
How It Works	<ol style="list-style-type: none"> 1. Customer prepays by check, ACH credit or wire to a USPS® account. 2. Once funds are posted to the account, customer may download postage to the meter at any time, up to the amount of available prepaid funds in the account. 	<ol style="list-style-type: none"> 1. Customer authorizes automatic ACH direct debit through an account with USPS®. 2. Customer may download postage to meter at any time. 3. After the postage download, an ACH debit transaction is created in which the customer's bank account is automatically debited for the amount of the postage download. 	<ol style="list-style-type: none"> 1. Customer gets a postage billing account with a preset account limit according to the meter. 2. Customer may download postage to the meter at any time, up to the account limit. 3. At the end of the monthly billing cycle, Quadient will invoice the customer for the amount of postage added into the meter for that month.
Statements	Optional monthly statement	Optional monthly statement	<ul style="list-style-type: none"> • Monthly statement by mail or online • 28-day payment terms • Ability to choose monthly bill day
Web Information "Myquadient" www.myquadient.com	<ul style="list-style-type: none"> • Prepaid account balance • Account activity by date, amount and meter serial number 	<ul style="list-style-type: none"> • Account activity by date, amount and meter serial number 	<ul style="list-style-type: none"> • Account balance and available funds • View current and past statements • Create account activity reports • Make online payments • Email alerts (e.g. payment due date)
Pricing and Fees	<ul style="list-style-type: none"> • \$0 to prepay postage 	<ul style="list-style-type: none"> • \$50 annual account maintenance fee per POC account • \$25 NSF return fee 	<ul style="list-style-type: none"> • Low volume mailing systems <ul style="list-style-type: none"> – \$0 transaction fee up to \$700 monthly postage • Mid/high volume mailing systems <ul style="list-style-type: none"> – \$0 transaction fee up to \$4,000 monthly postage • 1% fee over monthly account limits • Finance charges or late fees may apply for past due payments

Please see page 2 for important payment instructions. For more information, visit www.quadient.com or call **1.800.636.7678**.



Postage Payment Options for Your POC® Account

Prepaying the USPS® by Check

When mailing your postage prepayment by check, please allow 7 to 10 business days for your check to be received and posted to your account. For overnight service, allow 3 to 4 business days to be received and posted. Please include your POC account number on your check and use a deposit slip coupon for proper posting.

For information regarding your POC account balance, please call 800.636.7678 or login to Myquadient and click "Postage Summary".

USPS® Regional Remittance Lock Boxes

Please make checks payable to "United States Postal Service". Deposits will be accepted at any of the following remittance addresses. The address with the most efficient mail service from your location will be preprinted on your deposit slip coupons.

East Coast	Central	West Coast
Regular Mail USPS-POC P.O. Box 7247-0255 Philadelphia, PA 19170-0255 Overnight Mail Deluxe Attn: POC-0255 400 White Clay Center Drive Newark, DE 19711	Regular Mail USPS-POC P.O. Box 0575 Carol Stream, IL 60132-0575 Overnight Mail Deluxe Attn: Lockbox #0575 8430 W. Bryn Mawr Avenue, 3rd Floor Chicago, IL 60631	Regular Mail USPS-POC P.O. Box 894715 Los Angeles, CA 90189-4715 Overnight Mail Deluxe Attn: POC-4715 2525 Corporate Place, 2nd Floor, Suite 250 Monterey Park, CA 91754

Prepaying the USPS® by ACH Credit or Fed Wire

When paying by ACH credit or fed wire, please allow 2 days for your electronic payment to be received and posted to your account. Please include your POC account number in the details of the electronic remittance.

ACH Credit	Fed Wire
USPS-POC c/o Citibank Routing #021000089 Account #40678625 Format – CCD Addenda Addenda Format: <ul style="list-style-type: none">REF*IC*xxxxxxx [xxxxxxx = your POC account number] ORNTE*ALL*xxxxxxx [xxxxxxx = your POC account number] Format – CTX Addenda Addenda Format: <ul style="list-style-type: none">RMR**xxxxxxx [xxxxxxx = your POC account number] ORRMT**xxxxxxx [xxxxxxx = your POC account number] Please check with your bank on the format your payments are sent in to ensure the correct Addenda Format is used.	USPS-POC c/o Citibank Routing #021000089 Account #40678625 Detail Payment Field: <POC account number>

Making Postage Invoice Payments for your Quadient Postage Funding Account (formerly NeoFunds)

When making invoice payments for Quadient Postage Funding (formerly NeoFunds), please allow up to 5 to 7 days for your check to be received and posted to your account. For overnight and ACH payments, please allow 1 to 2 days for your payment to be posted to your account. Contact us if you need to change your bill day for your monthly invoice.

Regular Mail	Overnight Mail	ACH Credit
Quadient Finance USA, Inc. P.O. Box 6813 Carol Stream, IL 60197-6813 Reference: Your 16-digit Quadient Postage Funding account number	FIS Card North America Attn: Quadient, Inc. 270 Remington Boulevard, Ste. B Bolingbrook, IL 60440-3593 Reference: Your 16-digit Quadient Postage Funding account number	Bank: Bank of America Account: Quadient Finance USA, Inc. Routing #011900254 Bank Account #385015844484 Reference: Your 16-digit Quadient Postage Funding account number

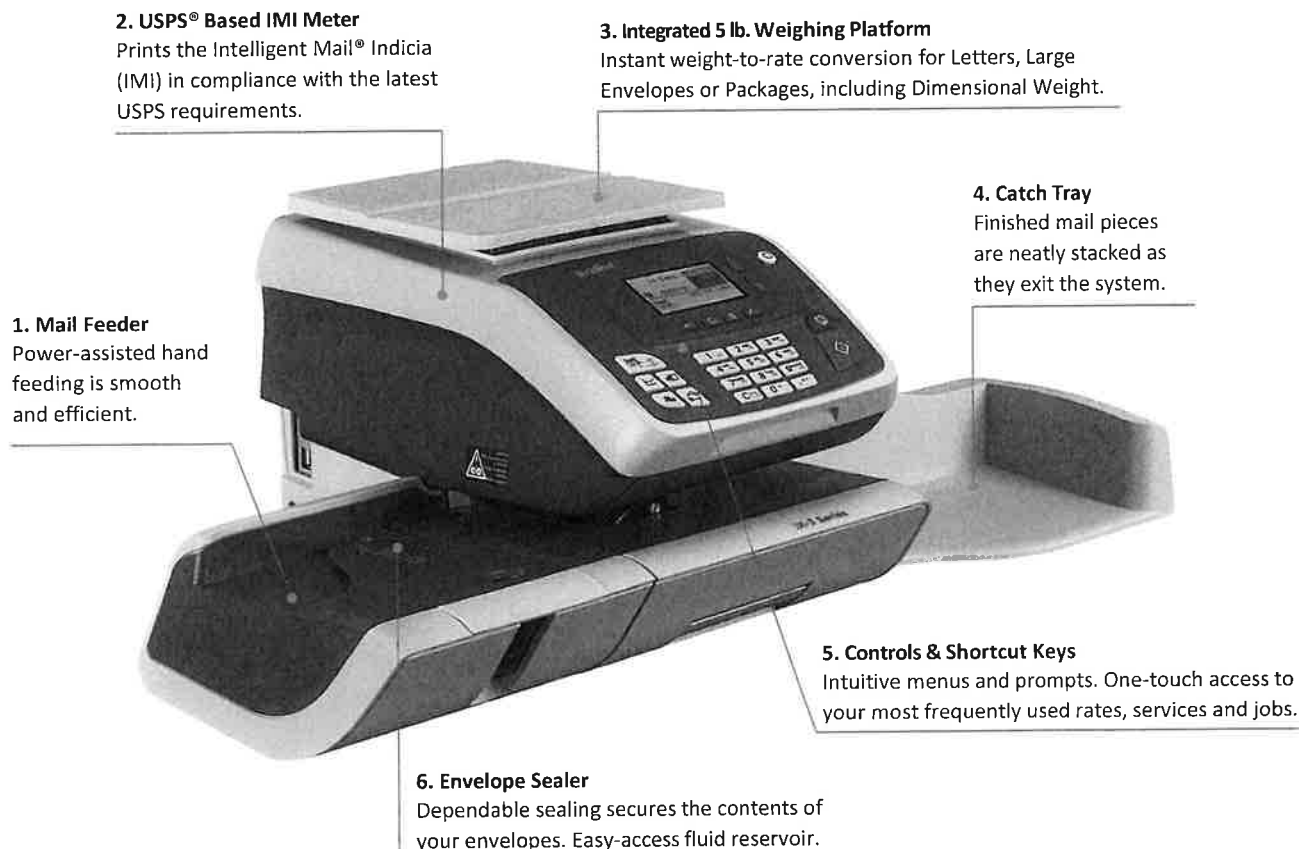
You can also make payments to Quadient Postage Funding via our website. Sign in at www.myquadient.com, select "Pay/View Bills" and click "Quadient Postage Funding" to access your invoices and make a payment.



Product Overview

iX-3

SERIES



Key Specifications

Processing speed: Up to 45 lpm

Weighing platform: 5 lb. standard, 10, 30 or 70 lb. optional

Envelope thickness: Up to 3/8"

Accounts/departments: 50 standard, up to 300 optional

Online expense reporting (Neostats Basic): Standard

Connectivity: LAN standard, Wireless LAN optional

Postage labels: Self-adhesive, feed-to-print 2-sided sheet

Security: 4-digit operator PIN codes

Job presets (imprint memories): Up to 9

Envelope printing: Graphics (10), Text messages (10)

Ink supply: Quick-change cartridge, up to 5,400 imprints

Neoship online shipping software: Available

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

BLIGHTED PROPERTIES: (Building Official, Chris Carter to discuss)

1. Lance Ryan, owner of the property commonly known as 207 Hunter Hollow. This was held in abeyance from 4/2/24 Board meeting. Mr. Chris Carter, Building Official to present progress report on outstanding items still needing attention from previous meeting.

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-o):
- a. Hires/Promotions/Transfers/Resignations/Pay Changes of the following for various positions as listed:
1. Resignation of Ms. Linda Jenkins as part-time assistant at City Hall effective 4/21/24 3/20/24.
 2. Hire Ms. Julie Burt as Deputy City Clerk/Accounting Assistant as full-time employee effective 4/22/24 at a rate of \$15.00 per hour pending passage of drug test and background check.
 3. Hire Mr. Avery Hall as Streets Department laborer at a rate of \$12.88 per hour pending passage of drug test and background check.



8a-3



Request to Hire

I would like to request the following:

New Employee Name Avery Hall Employee Number: _____
Department Streets
Departmental Code 001-301
Salary /Rate Request: \$12.88

Please Check the appropriate box:

Full Time ☒

Part Time ☐

Temporary ☐

Upcoming Agenda Date Requested: 4-17 20 24

Department Head's Signature: [Signature]

Date: 4/9 20 24

City Clerk's Signature: _____ Date: _____ 20 _____

Remarks: _____

Mayor's Signature: _____ Date: _____ 20 _____

Approved _____ Denied _____

CC: Human Resources _____



Bay High Softball

750 Blue Meadow Rd
Bay St. Louis, MS 39520
228.467.6611

The Bay High Softball Team is asking for your help in supporting our high school and middle school softball program by purchasing a sign to be displayed along the fence of our softball field. The initial cost to display your sign for a full year is based upon size, please see options below.

Bronze: 18" x 24" - \$50

Gold: 2' x 4' - \$100

Platinum: 4' x 8' - \$225

You will then have an option to renew your sign each additional year for the cost listed below.

Bronze: 18" x 24" - \$25

Gold: 2' x 4' - \$50

Platinum: 4' x 8' - \$125

With your help we will be able to provide equipment for our softball team and make improvements to the softball field.

Please return the bottom portion with your check made payable to **Ladies Home Plate**. Also, please enclose your business card. For additional information please contact Jonathan Favre 228.304.0348, Layken Reynolds 228.493.0219, Brittany Alleman 228.216.8421, Tara Herndon 228.216.0505 or Keith Buice 715.379.6846.

Thank you in advance for your support!

Sincerely,

Ladies Home Plate

New Fence Sign Advertisement Package.....

Package Cost..... \$

Business/Sponsor Name: _____

Contact Person and Phone Number: _____

Mailing Address: _____

Player Name: _____

Mailing Address: 219 Corinth Dr.
Bay St. Louis, MS 39520

Paid Cash _____

Check _____

Check Number _____



Bay High Softball

750 Blue Meadow Rd
Bay St. Louis, MS 39520
228.467.6611

2m

The Bay High Softball Team is asking for your help in supporting our high school and middle school softball program by purchasing a sign to be displayed along the fence of our softball field. The initial cost to display your sign for a full year is based upon size, please see options below.

Bronze: 18" x 24" - \$50

Gold: 2' x 4' - \$100

Platinum: 4' x 8' - \$225

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Thank you in advance for your support!

Sincerely,

Ladies Home Plate

New Fence Sign Advertisement Package.....

Package Cost..... \$

Business/Sponsor Name: _____

Contact Person and Phone Number: _____

Mailing Address: _____

Player Name: _____

Mailing Address: 219 Corinth Dr.
Bay St. Louis, MS 39520

Paid Cash _____ Check _____ Check Number _____



8-C

Tommy Carver Jr., Fire Chief

To: Mayor and Board of Aldermen
From: Tommy Carver, Jr., Fire Chief
Date: April 10, 2024

Dear Mayor and Board of Aldermen,

I respectfully request your approval for Firefighter Reed Bolden to attend the NFPA 1002: Driver Operator- Pumper Apparatus course May 13- 23, 2024 being *held* at the MS State Fire Academy. The cost to the city will be a \$675.00 course fee, \$224.00 per diem at \$28.00 a day for 8 days, covering of his shifts, and use of a city vehicle. The course fee includes breakfast and lunch as well as boarding.

Respectfully,

A handwritten signature in blue ink, appearing to read "Tommy Carver, Jr.", is written over a faint, light blue, stylized wave graphic.

Tommy Carver, Jr.
Fire Chief, City of Waveland

Waveland Fire Department
427 Hwy 90 • Waveland, Mississippi 39576
228-467-2042

**The Association of Floodplain Managers of Mississippi
2024 Membership Application**

[Click Here to Submit Online Application!](#)

Ed

Please Print:

First Name Chris
Last Name Carter
CFM: ☒ Yes ☐ No
Company/Agency City of Waveland Building Department
Select One ☐ State/ Federal Government
☒ Local Government
☐ Private Sector
Job Title Building Official
Address 301 Coleman Ave.
City Waveland
State MS Zip 39576
Telephone (228)466-2549 Fax (228)467-5177
Email ccarter@waveland-ms.gov
Membership Type: ☒ \$75.00 Regular
☐ \$25.00 Student (4 year institute of higher learning in MS)
☐ \$25.00 Retired
☐ \$0 Honorary

Check should be made payable to:

[AFMM \(Association of Floodplain Managers of Mississippi\)](#)

Dues for: January 1, 2024 thru December 31, 2024

Please completed and mail your membership application with payment by **March 31, 2024** to:

AFMM (Association of Floodplain Managers of Mississippi)

***C/O Kelly Henderson, AFMM
Treasurer 15309 Community Rd
Gulfport, MS 39503***

Please contact Kelly Henderson at 228.832.1622 or by email kellyhenderson@co.harrison.ms.us,
if you have any questions.



2024 Spring Conference

Tuesday-Thursday

May 14th- May 16th

Natchez Grand Hotel

Natchez, MS

Questions: Jana Henderson

AFMM Secretary

jhenderson@mema.ms.gov

Or 601-933-6636

Location and Lodging

Location: The conference is at the Natchez Grand Hotel, 111 Broadway St., Natchez, MS, www.natchezgrandhotel.com

Lodging: A special conference rate of \$124.00 plus tax, single or double, per night, has been established at the Natchez Grand. Reserve your room by calling Natchez Grand at 866-488-0898 or 601-446-9994 and tell them you are with the Association of Floodplain Managers of Mississippi. The Code to reserve your room is AFMM24. You can also go online to their website and use the group code AFMM and book your room online. The following is included with your room reservation: Hot breakfast buffet, Unlimited wired and wireless internet, Unlimited local and long-distance phone calls, On-site parking, Fitness Center, Business Center, and laundry facility usage.

Registration: Registration covers lunches, breaks, workshop materials, and evening socials. Early Bird Registration for is \$195.00 before April 28, 2024. If you register after April 28, 2024 the registration fee is \$220.00. *Register early so you don't miss out.*

Please make checks payable to **AFMM**.

Exhibitors & Sponsors

Exhibitors: Companies and organizations will exhibit their products, services, and activities Tuesday afternoon and all-day Wednesday.

Sponsors: We invite you to be a sponsor for the Spring Conference or donate a door prize. All sponsors will be identified in the conference program, at workshops, and during the luncheon.

Sponsor/Exhibitor Level	Cost	Includes
Bronze	\$325.00	Logo and Company information included in the conference program. 1 conference registration and information booth
Silver	\$475.00	Logo and Company information included in the conference program. 2 conference registrations, promotional material placed in conference packet, and information booth.

AFMM 2024 Spring Conference

Registration Form (Please use one form per person)

The registration fees cover luncheon, breaks, workshop material, and evening social events. Save money by registering before April 28th, 2024. The deadline for registering and cancellations is May 5th, 2024. After that date, refunds will not be available.

AFMM Spring Conference, May 14 th -16 th Natchez Grand Hotel		
Registration Categories	On or before April 28 th , 2024	After April 28 th , 2024
AFMM Member	\$195.00	\$220.00
Non-AFMM Member	\$295.00	\$320.00
Student Rate	\$75.00	\$100.00

If you have any questions, please contact Jana Henderson at jhenderson@mema.ms.gov or (601) 933-6636.

Checks can be mailed to:

AFMM (Association of Floodplain Managers of Mississippi)
C/O Kelly Henderson, AFMM Treasurer
15309 Community Rd
Gulfport, MS

Name: Chris Carter

Professional Designation(s): ☒ CFM ☐ PE ☐ PS ☐ GISP ☐ Other _____

Title: Building Official

Organization: City of Waveland

Mailing Address: 301 Coleman Ave., Waveland, MS 39576

Phone: (228) 216-4899 Email*: ccarter@waveland-ms.gov

Type of Registration: AFMM member Amount Due \$ 195.00

CITY OF WAVELAND
PURCHASE REQUISITION

CITY OF WAVELAND

301 COLEMAN AVENUE
WAVELAND, MS 39576

DATE 4/10/2024

DEPARTMENT Building Inspection

PURCHASE ORDER # _____

ACCOUNT # 001-280-616

VENDOR A

AFMM

BILL TO Purchasing Director

ADDRESS P.O. BOX 539

CITY WAVELAND

STATE MS ZIP CODE 39576

	DESCRIPTION	QTY	Each	Total
1	AFMM Annual Membership	1		75.00
2				
3				
4				
5				
6				
7				
8				
9				
10				

COMMENTS:

TOTAL COSTS

75.00

PURCHASING AGENT: _____ DATE: _____ DEPARTMENT HEAD: _____

*The City of Waveland enjoys a tax-exempt status.

WHITE - PURCHASING

PINK - VENDOR

CITY OF WAVELAND
PURCHASE REQUISITION

CITY OF WAVELAND

301 COLEMAN AVENUE
WAVELAND, MS 39576

DATE 4/10/2024

DEPARTMENT Building Inspection

PURCHASE ORDER # _____

ACCOUNT # 001-280-610

VENDOR A

AFMM

BILL TO Purchasing Director

ADDRESS P.O. BOX 539

CITY WAVELAND

STATE MS ZIP CODE 39576

	DESCRIPTION	QTY	Each	Total
1	AFMM Spring Conference Registration Fee	1		195.00
2				
3				
4				
5				
6				
7				
8				
9				
10				

COMMENTS:

TOTAL COSTS

195.00

PURCHASING AGENT: _____ DATE: _____ DEPARTMENT HEAD: _____

*The City of Waveland enjoys a tax-exempt status.

WHITE - PURCHASING

PINK - VENDOR

CITY OF WAVELAND
PURCHASE REQUISITION

CITY OF WAVELAND

301 COLEMAN AVENUE
WAVELAND, MS 39576

DATE 4/10/2024

DEPARTMENT Building Inspection

PURCHASE ORDER # _____

ACCOUNT # 001-280-6104

VENDOR A

Natchez Grand Hotel

BILL TO Purchasing Director

ADDRESS P.O. BOX 539

CITY WAVELAND

STATE MS ZIP CODE 39576

	DESCRIPTION	QTY	Each	Total
1	<u>Lodging</u> at Natchez Grand Hotel for 2024 AFMM	3	124.00	372.00
2	Spring Conference.			
3				
4				
5				
6				
7				
8				
9				
10				

COMMENTS:

TOTAL COSTS

372.00

PURCHASING AGENT: _____ DATE: _____ DEPARTMENT HEAD: _____

*The City of Waveland enjoys a tax-exempt status.

WHITE - PURCHASING

PINK - VENDOR

CITY OF WAVELAND
PURCHASE REQUISITION

CITY OF WAVELAND

301 COLEMAN AVENUE
WAVELAND, MS 39576

DATE 4/10/2024

DEPARTMENT Building Inspection

PURCHASE ORDER # _____

ACCOUNT # 001-280-613

VENDOR A

Josh Hayes

BILL TO Purchasing Director

ADDRESS P.O. BOX 539

CITY WAVELAND

STATE MS ZIP CODE 39576

	DESCRIPTION	QTY	Each	Total
1	<i>Per</i> diem for 2024 AFMM Spring Conference	3	59.00	177.00
2		<i>days</i>		
3				
4				
5				
6				
7				
8				
9				
10				

COMMENTS:

TOTAL COSTS

177.00

PURCHASING AGENT: _____ DATE: _____ DEPARTMENT HEAD: _____

*The City of Waveland enjoys a tax-exempt status.

WHITE - PURCHASING

PINK - VENDOR

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-o):
- e. Approve the following to attend the Annual MML Conference at the MS. Coast Coliseum & Convention Center, June 24-26, 2024 in Biloxi, MS. Costs include for each a registration fee of \$325 (early registration fee; \$350 if late) and use of a City vehicle (or mileage reimbursement if they bring their own vehicle):
- Mayor Jay Trapani
Alderman Rhonda Aime-Gamble
Alderman Jeremy Clark
City Clerk Lisa Planchard
Comptroller Robert Fertitta
Purchasing Agent Katharine Corr

A Top U.S. Underwriter That Calls Mississippi Home. [Learn more >](#)

RAYMOND JAMES



Mississippi Municipal League
(601) 353-5854

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MML Conferences

The League sponsors several conferences and work sessions each year which include well-known speakers, an array of workshops on important information and updates, awards and recognition programs, legislative planning



93RD ANNUAL CONFERENCE

REGISTRATION IS NOW OPEN!

June 24 - 26, 2024

CLICK HERE TO REGISTER!

[Conference Forms](#)

[Sponsorship Form](#)

[Conference Cancellation Form](#)

[Hall of Fame Form](#)

[Memorial / Display of Flags Form](#)

[MMSC 5K Form](#)

[MMSC Golf Tournament Form](#)

[MML 93rd Annual Conference Hotel List](#)

325 each

Mayor Trapani
Alderman Ame-Gamble
Alderman Clark
City Clerk Planchard
Purchasing Agent Carr
Comptroller Ferti Ha

Lisa Planchard

From: Mike Prendergast
Sent: Wednesday, April 10, 2024 2:41 PM
To: Lisa Planchard; Jay Trapani
Subject: Mississippi chief's association conference

8f

Lisa can you please add me to the next agenda to attend the miss chief's association conference at the golden nugget in Biloxi. June 17,2024 thru June 21,2024. Registration is \$350.00 and dues is \$100.00 total cost \$450.00 per diem per day is \$46.00 x 4 = \$184.00. I will be using my city vehicle to travel back and forth to the conference.

Chief of Police
Michael A Prendergast
1602 McLaurin Street
Waveland MS, 39576
Off 228-467-3669
Fax 228-4673686
MikeP@waveland-ms.gov



TOLL-BY-PLATE®

TOLL ENFORCEMENT INVOICE

INVOICE #: 1168977284

ACCOUNT #: 114164450

LICENSE PLATE: G89584

STATE: MS

INVOICE DATE: 04/03/24

INVOICE SUMMARY

Previous Amount Due	Payments / Credits	New Toll Charges	Fees/Charges	Total Amount Due	Pay By
\$2.50	\$0.00	\$5.18	\$2.50	\$10.18	04/25/24



005502

CITY OF WAVELAND
301 COLEMAN AVE
WAVELAND, MS 39576-4123



You are receiving this invoice from the Florida Department of Transportation (FDOT) for unpaid toll transactions associated with the license plate in the image on the right. To avoid additional fees, referral to a collections agency, or placement of a motor vehicle registration stop, please pay the **Total Amount Due** on or before the **Pay By** date listed above. If you have any questions, please visit SunPass.com and click "FAQs". If you would like to dispute this invoice, please visit SunPass.com, select "Unpaid Tolls", then click "File a Dispute", or you may call the Customer Service Center at 888-865-5352.

Per sections 320.03 and 316.1001, Florida Statutes, if the **Total Amount Due** is not received by the **Pay By** date listed above, a motor vehicle license plate or revalidation sticker registration stop may be placed against the motor vehicle record of the registered owner of the vehicle and prevent renewal of the license plate. Subsequent unpaid tolls may also result in additional fees, referral to collections and/or the issuance of a Uniform Traffic Citation for each unpaid toll.



Not your vehicle in the photo? Please contact the SunPass Customer Service Center at 888-865-5352.

QUICK LINKS



MAKE PAYMENT



PURCHASE SUNPASS

GET A SUNPASS



Save money on this invoice and save on future tolls. PLUS, convert online and be eligible to receive a \$4.99 toll credit.

CONVENIENT WAYS TO PAY



ONLINE

Visit SunPass.com or download the SunPass mobile app and click Toll Invoices.



MAIL

Detach payment slip below and include with your check or money order payable to FDOT.



CASH

Visit SunPass.com for locations that accept cash payment, including SunPass Customer Service Centers.

ENLACES RÁPIDOS



HACER UN PAGO



COMPRAR SUNPASS

RETURN PORTION BELOW WITH PAYMENT

License Plate	Invoice #	Invoice Date
MS-G89584	1168977284	04/03/24

TOLL ENFORCEMENT INVOICE

Total Amount Due	Pay By
\$10.18	04/25/24

AMOUNT ENCLOSED:

INV: 1168977284



CITY OF WAVELAND
301 COLEMAN AVE
WAVELAND, MS 39576-4123



Make check payable and remit to:
FDOT
P.O. Box 31241
Tampa, FL 33631-3241



DO NOT SEND CASH, COINS or TEMPORARY CHECKS
DO NOT fold, staple or paperclip contents



Why pay extra when you can save?

By becoming a SunPass customer, you can pay the discounted SunPass toll rate on this invoice and future tolls.

Get your **SUNPASS**[®] and start saving today!

WHY SHOULD YOU OPEN A SUNPASS ACCOUNT?



Save money on tolls! SunPass customers save money on every toll when compared to TOLL-BY-PLATE. Plus, they avoid the \$2.50 administrative fee per monthly invoice.



Let SunPass take you more places. Both SunPass Mini[®] and SunPass PRO[®] work in several states. Please check SunPass.com for more information.



Sign up with Easy Pay. Easy Pay is designed to take the worry out of maintaining a sufficient account balance. Just link a credit/debit card or bank account and we'll do the rest when you reach your low balance threshold.



Easy Pay customers can take advantage of SunPass Plus parking. Please check SunPass.com for locations. All you need is a credit/debit card set up on Easy Pay!



Easily access and manage your account online or with the FREE mobile application for iOS and Android.



It's easy to convert your account! Just follow the steps below. Don't wait, start saving on tolls today!

EASY STEPS TO CONVERT AND SAVE MONEY

1

Go to SunPass.com

2

Click on "Toll Invoices"

3

Enter your invoice number and license plate number

4

Select "Open a SunPass Account"

**RECEIVE \$4.99 TOLL CREDIT
WHEN YOU CONVERT ONLINE!**

**TOLL-BY-PLATE®****TOLL ENFORCEMENT INVOICE**

INVOICE #: 1168977284

ACCOUNT #: 114164450

LICENSE PLATE: G89584

STATE: MS

INVOICE DATE: 04/03/24

CURRENT ACTIVITY PERIOD DETAIL INCLUDING UNPAID TOLL TRANSACTION(S)*Previous Amount Due***\$2.50**

Post Date	Agency	Description	Lane	Axle Count	Date	Time	Amount
03/31/24	FDOT	SR91 ORLANDO I-4 SB OFF MP259	60S	2	03/24/24	07:24:13 PM	\$0.86
04/02/24	FDOT	SR91 LEESBURG MAIN NB MP288	50S	2	03/29/24	08:06:34 AM	\$3.46
04/02/24	FDOT	SR91 ORLANDO I-4 NB ON MP259	50S	2	03/29/24	07:43:09 AM	\$0.86
04/03/24		ADMINISTRATIVE CHARGE			04/03/24	12:18:13 AM	\$2.50
Current Activity Subtotal							\$7.68

FDOT: Florida Department of Transportation**GMX:** Greater Miami Expressway Agency**THEA:** Tampa Hillsborough Expressway Authority**Previous Amount Due** **\$2.50****Current Activity Subtotal** **\$7.68****TOTAL AMOUNT DUE** **\$10.18**

000005502 0002 0002 02 FLS240404237989 F1



Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-o):
 - h. Approve reimbursement of Fire Chief Tommy Carver's parking expense in the amount of \$53.30 at his hotel regarding the Hurricane Conference he attended in Orlando, FL. earlier this month.

CITY OF
WAVELAND
HOSPITALITY CITY

Name: Tommy Carver, Jr.

Date Approved: ____/____/____

Beginning Milcage _____ Ending Milcage _____

Employee Signature T. C. J. Date: 4-1-24

Docket Date Approved _____

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-o):
 - i. Approve reimbursement of Asst. Fire Chief Casey Piazza's fuel costs in the amount of \$200.00 and parking costs at his hotel in the amount of \$53.30, both related to travel for the Hurricane Conference in Orlando, FL. Note: Asst. Chief's Fuelman Card was inoperable... confirmed by purchasing agent, Katharine Corr.



8i

EXPENSE REIMBURSEMENT / REQUEST

Name: Casuy Piazza

Department: Fire

Date Approved: 1/1

Date(s) of Travel 3/24/24 to 3/29/24

Beginning Mileage _____ Ending Mileage _____

Item	Description	Amount
Lodging		
Per Diem		
Total Miles		
Other	Fuel Receipts (Fuelman Card not working)	\$200.00
Total		\$200.00

Employee Signature [Signature] Date: 4-1-24

Supervisors Signature: T. G. [Signature] Date: 4-1-24

Docket Date Approved _____

HOMWOOD SUITES by Hilton

HOMWOOD SUITES-ORLANDO CS
8745 INTERNATIONAL DRIVE
ORLANDO, FL 32819
United States of America
TELEPHONE 407-248-2232 • FAX 407-248-6557
Reservations
www.homewoodsuites.com or 1 800 CALL HOME

PIAZZA, CASEY

301 COLEMAN AVENUE

WAVELAND MS 39576
UNITED STATES OF AMERICA

Room No: 444/KHWN
Arrival Date: 3/24/2024 8:09:00 PM
Departure Date: 3/29/2024 3:03:00 PM
Adult/Child: 2/0
Cashier ID: KMAJKOWSKI
Room Rate: 170.00
AL:
HH #
VAT #
Folio No/Che 837266 A

Confirmation Number: 83872671

HOMWOOD SUITES-ORLANDO CS 3/29/2024 3:02:00 PM

DATE	REF NO	DESCRIPTION	CHARGES
3/24/2024	4907098	\$5 SELF PARKING 5-7 NIGHTS	\$5.00
3/24/2024	4907098	SALES TAX - MISC	\$0.33
3/25/2024	4907502	\$5 SELF PARKING 5-7 NIGHTS	\$5.00
3/25/2024	4907502	SALES TAX - MISC	\$0.33
3/26/2024	4907940	\$5 SELF PARKING 5-7 NIGHTS	\$5.00
3/26/2024	4907940	SALES TAX - MISC	\$0.33
3/27/2024	4908369	\$5 SELF PARKING 5-7 NIGHTS	\$5.00
3/27/2024	4908369	SALES TAX - MISC	\$0.33
3/28/2024	4908832	\$5 SELF PARKING 5-7 NIGHTS	\$5.00
3/28/2024	4908832	SALES TAX - MISC	\$0.33
3/29/2024	4909048	\$5 ALLOWANCE DISC SELF PARKING	(\$26.65)
BALANCE			\$0.00

Parking for Casey Truck 26.65 total

HOMEWOOD SUITES by Hilton

HOMEWOOD SUITES-ORLANDO CS
8745 INTERNATIONAL DRIVE
ORLANDO, FL 32819
United States of America
TELEPHONE 407-248-2232 • FAX 407-248-6556
Reservations
www.homewoodsuites.com or 1 800 CALL HOME

CARVER, TOMMY

301 COLEMAN AVENUE

WAVELAND MS 39576
UNITED STATES OF AMERICA

Room No: 307/KHWN
Arrival Date: 3/24/2024 8:00:00 PM
Departure Date: 3/29/2024 2:16:00 PM
Adult/Child: 2/0
Cashier ID: JAMESHERNAN
Room Rate: 170.00
AL:
HH #
VAT #
Folio No/Che 837264 A

Confirmation Number: 80983679

HOMEWOOD SUITES-ORLANDO CS 3/29/2024 2:15:00 PM

DATE	REF NO	DESCRIPTION	CHARGES
3/24/2024	4907028	\$5 SELF PARKING 5-7 NIGHTS	\$5.00
3/24/2024	4907028	SALES TAX - MISC	\$0.33
3/25/2024	4907230	VS *5433	(\$5.33)
3/25/2024	4907416	\$5 SELF PARKING 5-7 NIGHTS	\$5.00
3/25/2024	4907416	SALES TAX - MISC	\$0.33
3/26/2024	4907848	\$5 SELF PARKING 5-7 NIGHTS	\$5.00
3/26/2024	4907848	SALES TAX - MISC	\$0.33
3/27/2024	4908285	\$5 SELF PARKING 5-7 NIGHTS	\$5.00
3/27/2024	4908285	SALES TAX - MISC	\$0.33
3/28/2024	4908742	\$5 SELF PARKING 5-7 NIGHTS	\$5.00
3/28/2024	4908742	SALES TAX - MISC	\$0.33
3/29/2024	4909034	VS *5433	(\$21.32)
BALANCE			\$0.00

*\$1
Parking for 26.65 Total
Tommy C. truck.*

CREDIT CARD DETAIL

APPR CODE	024631	MERCHANT ID	444252690888
CARD NUMBER	VS *5433	EXP DATE	11/27
TRANSACTION ID	4907230	TRANS TYPE	Sale

Welcome To Loves#453
2510 Hwy 231
Cottondale, FL
03/29/24 11:40

Pump	Gallons	Price
08	17.148	\$ 3.499

Product	Amount
Unleaded	\$ 60.00

TOTAL SALE \$ 60.00

#####6345

Card: VISA
Approval: 029646
Sale - Insert

Ticket: 59492

AID:
A0000000031010
APP:
VISA CREDIT
No CVM

TOTAL SALE \$ 60.00
DID YOU LOVE IT?
Tell us more at
Loves.com/survey

3/29/2024 7:39:08 AM
Order Number: 592254
Circle K 2709741
6941 W Sand Lake Rd
Orlando, FL 32819
(407) 770-6100

Register:100
(DUPLICATE RECEIPT)
(DUPLICATE RECEIPT)

ICR

Pay at Pump Sale
Pump # 10 UNL-REG
16.397 Gallons @ \$3.659/Gal \$60.00
Sub. Total: \$60.00
Tax: \$0.00
Total: \$60.00
Discount Total: \$0.00
Visa: \$60.00
Change \$0.00

SALE
Visa
Card Num : (C)
XXXXXXXXXXXX6345
Chip Read

USD\$ 60.00

VISA CREDIT
AID: A0000000031010
TVR: 8000008000
IAD: XXXXXXXXXX
TSI: 6800
ARC: 00
ARGC:
3AEC0A11D0DA8FB7

03/29/2024 07:38:42

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

MARATHON PETRO260992
00000260992
1407 U.S. 90
Madison, FL
03/24/2024 616546853
03:56:00 PM

XXXX XXXX XXXX 6345
VISA
INVOICE 155147
AUTH 00-024932
REF360300324241551

PUMP# 3 CA

REGULAR	22.289G
PRICE/GAL	\$3.589

FUEL TOTAL \$ 80.00

TOTAL = \$ 80.00

CREDIT \$ 80.00

VISA CREDIT
AID: A0000000031010
TC: A8044CF83BC98653
COMPLETION
Entry: CHIP
Batch: 36 Seq Num: 38
ZIP CODE APPROVED

Cardholder Copy

Thank You
Come Again

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-o):
- j. Approve the following invoices from various Entities/Agencies/Contractors/Engineers, etc.:
1. Invoice #22-002-0042 from Chiniche Engineering & Surveying dated 04/09/24 in the amount of \$2,123.00 for engineering services related to GIS System Maintenance.
 2. Invoice #22-002-0134 from Chiniche Engineering & Surveying dated 04/09/24 in the amount of \$3,806.25 for engineering services related to the Beach Pagodas Repair-Tidelands.
 3. Invoice #22-002-0193 from Chiniche Engineering & Surveying dated 04/09/24 in the amount of \$10,699.36 for engineering services related to the ARPA Sewer Improvements Project.

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com



INVOICE

8j-1

BILL TO
City of Waveland

INVOICE # 22-002-0042
DATE 04/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/23/2024	Senior Project Manager	sewer mapping	4:00	193.00	772.00
03/24/2024	Senior Project Manager	sewer mapping	3:00	193.00	579.00
03/30/2024	Senior Project Manager	sewer mapping	3:00	193.00	579.00
04/01/2024	Senior Project Manager	sewer map	1:00	193.00	193.00

GIS *System Maintenance* **BALANCE DUE** **\$2,123.00**

RECEIVED
APR 10 2024
CITY CLERK

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com



INVOICE

8-2

BILL TO
City of Waveland
301 Coleman Ave
Waveland, MS 39520

INVOICE # 22-002-0134
DATE 04/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/09/2024	Engineering Services	Design Coordination	0.02	131,250.00	3,806.25

Beach Pagoda Repair - Tidelands

BALANCE DUE

\$3,806.25

RECEIVED
APR 10 2024
CITY CLERK

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com



INVOICE

8j-3

BILL TO

City of Waveland
301 Coleman Ave
Waveland, MS 39576

INVOICE # 22-002-0193

DATE 04/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/09/2024	Engineering Services	Project design and coordination	0:02	417,819.00	10,445.48
04/09/2024	Plan Reproduction	plan scanning	1	253.88	253.88

ARPA

BALANCE DUE

\$10,699.36

RECEIVED
APR 10 2024
CITY CLERK

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-o):
 - k. Spread on the Minutes the Privilege License report for the month of February, 2024.

March 2024

8k

CITY OF WAVELAND
PRIV LICENSE RECEIPTS

DATE: 03/01/2024 - 03/29/2024 PAGE: 1

LICENSE	ACCT	BUSINESS	REC NO DATE	AMOUNT	CHK NO
1589	303	AC PLUMBING LLC	1589 03/01/2024	23.20	1
1591	646	BACUS BAKERY LLC	1591 03/07/2024	20.00	1
1592	647	BAY VINTAGE	1592 03/08/2024	20.00	1
1593	649	CANINE COMPANINONS, LLC	1593 03/28/2024	40.00	1
1590	595	COASTAL CONCIERGE, LLC	1590 03/01/2024	23.20	1
	5	TOTAL >>>		126.40	
TOTAL CC		126.40			
TOTAL		126.40			

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-o):

1. Spread on the Minutes the Permits Report for the month of February, 2024.



Monthly Permit Activity
Activity Date from Activity Summary feed: 03/01/2024 - 03/29/2024

March 2024

ACTIVITY DATE	REQUESTED PROJECTS	ACTIVE PROJECTS	EXPIRING PROJECTS	EXPIRED PROJECTS	SUSPENDED PROJECTS	ON HOLD PROJECTS	COMPLETED PROJECTS	CANCELED PROJECTS	DENIED PROJECTS	REVOKED PROJECTS	ISSUED PERMITS	REVOKED PERMITS	ISSUED CO'S	TOTAL FEES (ISSUE DATE)	PAID FEES (PAID DATE)	TEMPLATE NAME
03/01/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 33.00	\$ 33.00	Fence Permit (C/R)
03/01/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 50.00	\$ 50.00	Site Land Development Permit (C/R)
03/01/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Accessory Permit Structure (R)
03/01/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Plumbing Permit (C)
03/01/2024	0	0	0	0	0	0	1	0	0	0	0	0	1	\$ 0	\$ 0	New Building Permit (R)
03/01/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Mechanical Permit (R)
03/01/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 179.00	\$ 179.00	General Building Permit (C)
03/01/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 100.00	\$ 100.00	Change of Occupancy (C)
03/04/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 73.80	\$ 73.80	Mechanical Permit (R)
03/04/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 150.00	\$ 150.00	Pool Permit
03/04/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 355.00	\$ 355.00	General Building Permit (C)
03/04/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 1,312.11	\$ 1,312.11	General Building Permit (R)

ACTIVITY DATE	REQUESTED PROJECTS	ACTIVE PROJECTS	EXPIRING PROJECTS	EXPIRED PROJECTS	SUSPENDED PROJECTS	ON HOLD PROJECTS	COMPLETED PROJECTS	CANCELED PROJECTS	DENIED PROJECTS	REVOKED PROJECTS	ISSUED PERMITS	REVOKED PERMITS	ISSUED CO'S	TOTAL FEES		TEMPLATE NAME
														FEES (ISSUE DATE)	PAID FEES (PAID DATE)	
03/05/2024	0	0	0	0	0	0	0	0	0	0	1	0	0	\$ 196.71	\$ 196.71	General Building Permit (R)
03/06/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Residential Plumbing Permit
03/06/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 150.00	\$ 150.00	Pool Permit
03/06/2024	0	1	1	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0	Electrical Permit (C)
03/06/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 151.50	\$ 151.50	General Building Permit (R)
03/06/2024	0	0	0	0	0	0	0	0	0	0	1	0	0	\$ 4,156.42	\$ 4,156.42	New Building Permit (C)
03/07/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 2,344.75	\$ 2,344.75	New Building Permit (R)
03/07/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 118.50	\$ 118.50	Fence Permit (C/R)
03/07/2024	0	1	1	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Electrical Permit (R)
03/07/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 100.00	\$ 100.00	Change of Occupancy (R)
03/08/2024	0	0	0	0	0	0	0	0	0	0	1	0	0	\$ 100.00	\$ 100.00	Change of Occupancy (R)
03/08/2024	0	1	1	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0	Demolition Permit (R)
03/08/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 100.00	\$ 100.00	Change of Occupancy (C)
03/09/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 2,206.24	\$ 2,206.24	New Building Permit (R)

ACTIVITY DATE	REQUESTED PROJECTS	ACTIVE PROJECTS	EXPIRING PROJECTS	EXPIRED PROJECTS	SUSPENDED PROJECTS	ON HOLD PROJECTS	COMPLETED PROJECTS	CANCELED PROJECTS	DENIED PROJECTS	REVOKED PROJECTS	ISSUED PERMITS	REVOKED PERMITS	ISSUED CO'S	TOTAL FEES (ISSUE DATE)	PAID FEES (PAID DATE)	TEMPLATE NAME
03/11/2024	0	0	0	0	0	0	0	0	0	0	1	0	0	\$ 100.00	\$ 100.00	Demolition Permit (R)
03/11/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 65.00	\$ 65.00	Electrical Permit (R)
03/12/2024	0	3	3	0	0	0	0	0	0	0	3	0	0	\$ 8,778.52	\$ 8,778.52	New Building Permit (R)
03/12/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 39.00	\$ 39.00	General Building Permit (C)
03/12/2024	0	1	1	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0	General Building Permit (R)
03/12/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 65.00	\$ 65.00	Electrical Permit (R)
03/12/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Change of Occupancy (R)
03/12/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 50.00	\$ 50.00	Site Land Development Permit (C/R)
03/13/2024	0	1	1	0	0	0	0	0	0	0	2	0	0	\$ 165.00	\$ 165.00	Electrical Permit (R)
03/13/2024	0	1	1	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0	Site Land Development Permit (C/R)
03/13/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 102.00	\$ 102.00	Fence Permit (C/R)
03/14/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 130.00	\$ 130.00	Residential Plumbing Permit
03/15/2024	0	0	0	0	0	0	1	0	0	0	1	0	0	\$ 50.00	\$ 50.00	Protected Tree Removal Permit

ACTIVITY DATE	REQUESTED PROJECTS	ACTIVE PROJECTS	EXPIRING PROJECTS	EXPIRED PROJECTS	SUSPENDED PROJECTS	ON HOLD PROJECTS	COMPLETED PROJECTS	CANCELED PROJECTS	DENIED PROJECTS	REVOKED PROJECTS	ISSUED PERMITS	REVOKED PERMITS	ISSUED CO'S	TOTAL		TEMPLATE NAME
														FEES (ISSUE DATE)	PAID FEES (PAID DATE)	
03/15/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 50.00	\$ 50.00	Site Land Development Permit (C/R)
03/15/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 2,374.57	\$ 2,374.57	New Building Permit (R)
03/18/2024	0	3	3	0	0	0	0	0	0	0	3	0	0	\$ 340.00	\$ 340.00	Electrical Permit (R)
03/18/2024	0	0	0	0	0	0	1	0	0	0	1	0	0	\$ 100.00	\$ 100.00	Change of Occupancy (R)
03/19/2024	0	0	0	0	0	0	0	0	0	0	1	0	0	\$ 157.00	\$ 157.00	General Building Permit (R)
03/19/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 849.16	\$ 849.16	General Building Permit (C)
03/19/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Residential Plumbing Permit
03/19/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Mechanical Permit (R)
03/20/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Sign Permit (C)
03/20/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 64.50	\$ 64.50	Mechanical Permit (R)
03/20/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 90.00	\$ 90.00	Electrical Permit (R)
03/25/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	General Building Permit (R)
03/25/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 100.00	\$ 100.00	Residential Plumbing Permit

ACTIVITY DATE	REQUESTED PROJECTS	ACTIVE PROJECTS	EXPIRING PROJECTS	EXPIRED PROJECTS	SUSPENDED PROJECTS	ON HOLD PROJECTS	COMPLETED PROJECTS	CANCELED PROJECTS	DENIED PROJECTS	REVOKED PROJECTS	ISSUED PERMITS	REVOKED PERMITS	ISSUED COS	TOTAL FEES (ISSUE DATE)	PAID FEES (PAID DATE)	TEMPLATE NAME
03/25/2024	0	2	2	0	0	0	0	0	0	0	2	0	0	\$ 230.00	\$ 230.00	Electrical Permit (R)
03/26/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Pool Permit
03/26/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Electrical Permit (R)
03/26/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Mechanical Permit (R)
03/26/2024	0	2	2	0	0	0	0	0	0	0	2	0	0	\$ 190.80	\$ 190.80	Fence Permit (C/R)
03/26/2024	0	0	0	0	0	0	0	0	0	0	1	0	0	\$ 2,360.00	\$ 2,360.00	Electrical Permit (C)
03/28/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 25.00	Electrical Permit (R)
03/28/2024	0	0	0	0	0	0	2	0	0	0	0	0	2	\$ 0	\$ 0	New Building Permit (R)
03/28/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Residential Plumbing Permit
03/28/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Site Land Development Permit (C/R)
03/29/2024	0	0	0	0	0	0	1	0	0	0	0	0	0	\$ 0	\$ 0	Mechanical Permit (R)
03/29/2024	0	1	1	0	0	0	0	0	0	0	1	0	0	\$ 24.00	\$ 24.00	Fence Permit (C/R)
AVERAGE																
	0.00	0.69		0.00							0.75		0.05	\$ 442.99	\$ 442.99	
TOTAL																
	0.00	44.00		0.00							48.00		3.00	\$ 28,351.58	\$ 28,351.58	

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-o):
 - m. Spread on the Minutes the Visitor Count report, as submitted by the Ground Zero Museum Board, for the month of February, 2024.

VISITOR REPORT

THIS MONTH, MARCH 2024 OUR VISITORS WERE FROM:

Visitors that were from Waveland	4
Visitors that were from somewhere else in Hancock County	6
Visitors that were from somewhere else in Mississippi	69
Visitors that were from another state in the U.S. South	37
Visitors that were from a state outside the U.S. South	330
Visitors that were from another country	17

Total Visitor Count (this month):

463

Total Annual Visitor Count (to date):

FOREIGN VISITORS

6 CANADA

2 NOVA SCOTIA

3 FRANCE

4 SWITZERLAND

2 IRELAND

RECEIVED

APR 02 2024

CITY CLERK



RECEIVED

RECEIVED

JAN 11 1918

CITY CLERK

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-o):
 - n. Spread on the Minutes the Community Services Report for the month of February, 2024.

City of Waveland			
Community Service Board Report			
<u>ID Number</u>	<u>Date</u>	<u>Assigned Hours</u>	<u>Hours Worked</u>
120193479	3/7/2024	69.5	32
120240410	3/7/2024	45.5	0
120230653	3/7/2024	62.5	0
120240316	3/7/2024	25.5	25.5
120240442	3/14/2024	61	24
120240483	3/14/2024	35.5	24
120240303	3/14/2024	23	23
120240369	3/21/2024	68.5	45
120240448	3/21/2024	81	40
220230554	3/21/2024	13	13

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, April 17, 2024
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-o):
 - o. Spread on the Minutes the Court Statistics Report for the month of February, 2024.

END CONSENT AGENDA

EXECUTIVE SESSION

9. Motion to consider entering a closed session for discussion related to
10. Motion to enter an executive session for discussion related to
11. Motion to come out of executive session with/without action taken.

ADJOURN

12. Motion to Adjourn

COURT REPORT

April 2, 2024

MARCH 2024

AMS

MARCH 2024: \$1,018.58

NCOURT

Total Paid: \$25,586.20

Adjustments: \$0.70 (over payments)

Fines: \$25,585.50

PAID DIRECTLY TO COURT

\$10,443.67

Paid through ASAP: \$0.00

TOTAL:\$37,047.75

RETAINED BY CITY: \$ 17,324.50

COURT REPORT

BREAKDOWN BY GENERAL LEDGER ACCOUNT

Paid to: Interlock Device Fund \$350.00

Paid to: Municipal Court Collections \$90.00

Paid to: State Treasury \$14,630.75

Paid to: State Dept. Public Safety \$888.00

Paid to: City of Waveland – Hancock Co. Law Library \$150.00

Paid to: State Treasury – Crimestoppers \$196.50

Paid to: City of Waveland – Fine/Court Notice \$11,344.75

Paid to: City of Waveland – Admin. Fee \$5,979.75

Paid to: Restitution \$330.00

Paid to: Cash Bonds \$4,311.00 - JAIL (FEBRUARY)

Cash Bonds \$1,563.50 – directly to Waveland (MARCH)

Paid to: Cash Bond Refunds \$297.50

Paid to: Miscellaneous \$75.00 (golf carts, finger prints, reports)

CITY OF WAVELAND MUNICIPAL COURT
MONTHLY SETTLEMENT RECAP FOR: 3/ 1/2024 THRU 3/31/2024

CODE	AMOUNT	GL-ACCT	Description
BOND	2790.50	001000330	CASH BOND
ADMIN	5979.75	001000332	ADMINISTRATIVE FEE
WIRELESS	888.00	001000139	WIRELESS COMMUNICATION
UMI	3584.75	001000138	UNINSURED MOTORIST
CRIMESTOP	196.50	001000139	CRIMESTOPPERS
FINE	11044.75	001000330	FINE
OM	1324.75	001000138	OTHER MISD
CC	51.00	001000138	COURT CONSITUENTS
LL	150.00	001000140	LAW LIBRARY
VBF	110.00	001000138	VICTIMS BOND FEE
ABF	223.75	001000138	APPEARANCE BOND FEE
OM2	90.00	001000138	OTHER MISD TO CLERKS
REST	330.00	001000358	RESTITUTION
TVA	7896.00	001000138	TVA
TT10	170.00	001000138	TRAUMA TRAFF 10.00
TT	160.00	001000138	TRAUMA TRAFFIC
NOTICE	300.00	001000330	COURT NOTICE
IC	810.50	001000138	IMPLIED CONSENT
INT DEV	350.00	001000138	INTERLOCK DEVICE
REFUND	297.50	001000330	BOND REFUND
MVL	300.00	001000138	MVL-INSURANCE FINE
TOTAL	37047.75		

BREAKDOWN BY	GL-ACCT	AMOUNT	PAY TO
	001000138	350.00	INTERLOCK DEVICE
	001000138	90.00	MUNICIPAL CRT COLLECTIONS
	001000138	14630.75	STATE TREASURER
	001000139	888.00	STATE DEPT. OF PUBLIC SAF
	001000139	196.50	STATE TREASURER
	001000140	150.00	CITY OF WAVELAND
	001000330	2790.50	BONDS
	001000330	297.50	BOND REFUND
	001000330	11344.75	CITY OF WAVELAND
	001000332	5979.75	CITY OF WAVELAND
	001000358	330.00	RESTITUTION
	TOTAL	37047.75	

BOND REFUNDS

220200030	EAGEN GWENDOLYN	701 UNION ST. APT. 1 BAY ST LOUIS, MS 395	\$80.00
100000218	THOMAS PATRICIA MARI	215 OLIVARI ST. WAVELAND, MS 39576	\$67.50
120224276	WILKINSON STEPHANIE	229 KELLAR ST APT A BAY ST LOUIS, MS 395	\$150.00

RESTITUTION CASE	DEFENDANT	AMT
220200140	BOURGEOIS DOUGLAS WI	\$30.00
220190649	BELL LANCE JOSEPH	\$180.00
220210619	CASSELL WILLIAM LUTH	\$50.00
220200030	EAGEN GWENDOLYN	\$70.00

Case Number	Added	CHARGE	Type
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CASE COUNT SUMMARY:	TYPE	COUNT	CHARGE
	TRAFFIC	2	CARELESS DRIVING
	TRAFFIC	2	CONTEMPT OF COURT-FTC
	TRAFFIC	5	CONTEMPT OF COURT-FTA
	TRAFFIC	1	CONTEMPT OF COURT-FTP
	TRAFFIC	5	CHILD RESTRAINT
	TRAFFIC	8	DRIVING WHILE LICENSE SUS
	TRAFFIC	7	DISREGARD FOR TRAFFIC DE
	TRAFFIC	1	DUI 1ST
	TRAFFIC	17	EXPIRED TAG
	TRAFFIC	1	EXPIRED DRIVERS LICENSE
	TRAFFIC	1	FAILURE TO DIM HEADLIGHTS
	TRAFFIC	1	FAIL TO YIELD
	TRAFFIC	7	IMPROPER EQUIPMENT
	TRAFFIC	10	NO DRIVERS LICENSE
	TRAFFIC	2	RECKLESS DRIVING
	TRAFFIC	20	SEATBELT VIOLATION
	TRAFFIC	15	SPEEDING - 10 MILES OVER
	TRAFFIC	40	SPEEDING - 15 MILES OVER
	TRAFFIC	17	SPEEDING - 20 MILES OVER
	TRAFFIC	3	SPEEDING - 25 MILES OVER
	TRAFFIC	1	SPEEDING - 30 MILES OVER
	TRAFFIC	46	NO MV LIABILITY INS 1ST O
	TOTAL COUNT	212	

Case Number	Added	CHARGE	Type

CASE COUNT SUMMARY:	TYPE	COUNT	CHARGE

	CRIMINAL	1	VIO OF CITY ORD 323-RUN A
	CRIMINAL	1	CONTEMPT OF COURT-FTC
	CRIMINAL	1	DISORDERLY CONDUCT
	CRIMINAL	1	ELUDING MISDEMEANOR
	CRIMINAL	1	VIO CITY ORD 323-NO PROOF
	CRIMINAL	1	PETIT LARCENY
	CRIMINAL	3	POSS. OF CONTROLLED SUBST
	CRIMINAL	1	RESISTING ARREST
	CRIMINAL	1	SIMPLE ASSAULT - DOMESTIC
	CRIMINAL	5	SHOPLIFTING 1ST OFFENSE
	CRIMINAL	2	TRESPASSING
	CRIMINAL	1	VIO CITY ORD-KEEPING OF A
	CRIMINAL	2	VIOLATION 302.8 - NO INOP
	CRIMINAL	2	VIO. CITY ORD 323 NO MORE
	CRIMINAL	1	VIO CITY ORD-CHAINING/TET
	CRIMINAL	2	VIO. 308.1ACCUM OF RUBBIS
	CRIMINAL	1	604.1 FACILITIES REQUIRED
	TOTAL COUNT	27	