



## Mississippi Department of Marine Resources

**SOLICITATION:**

Invitation for Bids

**SOLICITATION NUMBER:**

3160003590

**DESCRIPTION:**

Coffee Creek Retention Basin

**ISSUE DATE:**

**May 27, 2020**

**BID CLOSING LOCATION:**

Mississippi Department of Marine Resources  
1141 Bayview Avenue  
Biloxi, Mississippi 39530

**BID COORDINATOR:**

Rick Kinnard  
(228) 523-4147  
[procurement@dmr.ms.gov](mailto:procurement@dmr.ms.gov)

**CLOSING DATE AND TIME:**

**June 25, 2020 at 2:00 p.m., CST**

# COFFEE CREEK RETENTION BASIN

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**INVITATION FOR BIDS**

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**Project:** MDMR – COFFEE CREEK RETENTION BASIN  
**Contracting Agency:** Mississippi Department of Marine Resources  
**To:** Prospective Bidders

**1.0 PURPOSE AND STATEMENT OF WORK**

The Mississippi Department of Marine Resources (“MDMR”, “Agency”, or “State”) is seeking sealed bids for the project **“Coffee Creek Retention Basin”** (the “Project”).

This Project is solicited by MDMR to provide improvements to the existing retention basin located between the Second Street Bridge (to the south) and the CSX railroad right-of-way (ROW) (to the north). Improvements shall include: (1) a pressure treated wooden bulkhead system acting as a retaining wall and border starting at the south side of the CSX ROW and terminating into the existing weir located just north of the Second Street Bridge; and, (2) water quality improvements within the pond to include removal of sediment and other non-mechanical features to improve water quality. Additional potential work shall include the cleaning of the existing concrete flume from the Second Street Bridge south thru the existing box culvert located on the Centennial Plaza Property, and under Highway 90 to the south side of the Sand Beach retaining wall. Coordination of this work shall be in conjunction with the Phase II project - Replacement of the Coffee Creek Outfall located south of the existing Sand Beach seawall.

The Project requirements are detailed in this Invitation for Bids and the Contract Documents. The Contract Documents include the Section 00 52 15 Agreement, the MDMR Standard Contract Terms and Conditions (Attachment F), the Specifications (Divisions 01, 02, 03, 06, 15 and the Appendices), the Contract Drawings, and this Invitation for Bids (including Attachments A through H), together with any addendum that may be issued through the solicitation process. Following award of the Contract, the Contract Documents will also include the Contractor’s Bid, the Notice of Award, the Notice to Proceed, the bonds required for this Project, the insurance certificates and endorsements required for this Project, and any addenda, Change Orders or modifications that may be issued. The Section 00 52 15 Agreement may be referred to as the “Agreement” or the “Contract” throughout the Contract Documents.

MDMR is seeking bidders with qualifications, experience, equipment, and labor for the work detailed herein. The selected bidder shall complete all work as specified in the Contract Documents as defined in Article 7 of the Section 00 52 15 Agreement (“Work”).

## COFFEE CREEK RETENTION BASIN

The Contract will be awarded to the lowest responsible/responsive bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids. The “lowest responsible/responsive bidder” is the one who supplies the lowest price for the Work as specified on the Bid Form attached hereto as Attachment “D” and meets all requirements of Section 2.7, Minimum Bid Requirements, and Section 2.10, Standards of Responsibility. MDMR reserves the right to accept or reject any or all bids. The successful bidder shall have prior experience in precast pipe and box culvert installation, concrete foundation work, dewatering, precast procurement/ installation and shall list that experience in Attachment A, List of Prior Experience.

The Contract Documents may be examined at the office of the Mississippi Department of Marine Resources, Attn: Rick Kinnard, 1141 Bayview Ave., Biloxi, MS 39530.

To obtain a downloadable copy of the Contract Documents for this Project, please visit <https://dmr.ms.gov/category/current-procurement-feed/>, email [procurement@dmr.ms.gov](mailto:procurement@dmr.ms.gov), or call Rick Kinnard at (228)523-4147.

**If the funds anticipated for this Project are, at any time, not forthcoming or insufficient, MDMR reserves the right to terminate the Project and to not award a contract or to discontinue the Project, without damage, penalty, cost, or expenses to MDMR of any kind whatsoever.**

### **2.0 SUBMISSION INSTRUCTIONS, REQUIREMENTS, CONDITIONS, DEADLINES AND NOTICES FOR BIDS**

#### **2.1. Issuing Office**

This Invitation for Bids is issued for the State of Mississippi by MDMR. MDMR reserves the right, without qualifications to reject all bids not meeting minimum requirements and to exercise its discretion and apply its judgment with respect to any bid submitted.

#### **2.2. Pre-Bid Meeting**

A Pre-Bid Meeting will be held at 1:00 p.m., June 8, 2020, online utilizing GoToMeeting and can be accessed [here](#), or by phone at +1 (669) 224-3412; access code: 175-534-589. The purpose of the pre-bid meeting is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the procurement requirements.

**While Attendance at the Pre-Bid Meeting is not a mandatory requirement for submitting a bid, all Contractors are strongly urged to attend to gain a full working knowledge and understanding of the requirements of this project.**

#### **2.3. Deadline**

**All bids must be received by MDMR no later than 2:00 p.m., June 25, 2020.** All bids received after the deadline will be returned unopened. If a bid is to be mailed, bidders should use certified mail with a return receipt guaranteed. MDMR will not be responsible for mail delays or lost mail.



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Bids must be labeled as follows:

**MDMR – COFFEE CREEK RETENTION BASIN****Mississippi Department of Marine Resources****Attention: Rick Kinnard****1141 Bayview Avenue, 6<sup>th</sup> floor****Biloxi, MS 39530****Bidder's name:** \_\_\_\_\_**Bidder's legal address:** \_\_\_\_\_**Bid for Solicitation #:** \_\_\_\_\_**Certificate of Responsibility No.** \_\_\_\_\_

**SEALED BID – DO NOT OPEN**

Bids will be opened in the presence of two (2) or more procurement officials. All written bids shall be recorded and maintained as a public record. Bids will be opened publicly and read aloud at 2:00 p.m., June 25, 2020, at the MDMR office located at 1141 Bayview Avenue, Auditorium, Biloxi, Mississippi, 39530.

Each bid must be accompanied by a Bid Bond provided by a surety licensed to operate in the State of Mississippi by the Mississippi Department of Insurance in the amount of five percent (5%) of the total bid as a bid security naming MDMR as the beneficiary. The Bid Bond shall be duly executed by the bidder, the surety, and a registered agent. Each Bid Bond must be accompanied by an appropriate Power of Attorney. Once the Contract has been executed by the successful bidder, the specified time has elapsed so that bids may be withdrawn, or all bids have been rejected, the Bonds of the unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, and the Contract has been executed, in accordance with Section 2.19 of this Invitation for Bids, after which it will be returned. If the apparent lowest responsible/responsive bidder fails to provide the appropriate Payment Bond, Performance Bond, Tax Bond, insurance certificates or does not execute the Agreement, the Bidder will forfeit his or her Bid Bond.

### **2.4. Force Majeure Event**

If MDMR is closed for any reason, including but not limited to: Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire,

earthquakes, hurricanes, tropical storms, floods, or other natural disasters (the “Force Majeure Events”), which closure prevents the delivery of Bids by the advertised deadline, the bid submission deadline shall take place the next business day that MDMR shall be open and at the previously advertised time. The new date and time of the bid submission deadline, as determined in accordance with this section, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this section. Bids shall be received by MDMR until the new date and time of the bid deadline as set forth herein. **MDMR shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of MDMR as a result of a Force Majeure Event.** Each bidder shall be required to ensure the delivery and receipt of its bid by MDMR prior to the new date and time of the bid submission deadline.

## **2.5. Nonresident Bidder**

In accordance with Miss. Code Ann. § 31-3-21(3), in the letting of public contracts, preference shall be given to resident bidders, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state awards contracts to Mississippi contractors bidding under similar circumstances; and resident bidders actually domiciled in Mississippi, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. **When a nonresident bidder submits a bid for a public project, he shall attach thereto a copy of his resident state's current law pertaining to such state's treatment of nonresident contractors. Any bid submitted by a nonresident bidder which does not include the nonresident contractor's current state law shall be rejected and not considered for award. In order to clarify that no law exists, the bidder will include with the bid a statement on letterhead and signed by the same person who signs the *Bid Form* stating that no preference laws exist in that state.**

## **2.6. Magic**

Effective July 1, 2014, the State of Mississippi requires vendors to register in Mississippi's Accountability System for Government Information and Collaboration (“MAGIC”) for the State to execute a contract and/or pay for services/products. (*See Attachment E*).

## **2.7. Minimum Bid Requirements**

Bids shall contain the following minimum information:

- A. One (1) original and two (2) copies shall be submitted along with one pdf copy on a flash drive.
- B. Fully completed and/or executed copies of Attachments A, C, and D, attached hereto.
- C. The written information for a responsibility determination in accordance with Section 2.10,

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Standards of Responsibility, in this Invitation for Bids.

- D.** A copy of bidder's current Certificate of Responsibility issued by the State of Mississippi for the type of work to be performed under this Invitation for Bids, pursuant to Miss Code Ann. § 31-3-21(1) and (2). **The Certificate of Responsibility number must appear on the exterior of the bid envelope.**
- E.** A copy of the bidder's current Certificate of Good Standing from the Mississippi Secretary of State.
- F.** If the bidder is a non-resident contractor, a copy of bidder's **current** state bidder preference law pertaining to that State's treatment of non-resident contractors, pursuant to Miss. Code Ann. § 31-3-21(3) or a statement on letterhead and signed by the same person who signs the Bid Form stating that no preference laws exist in that state. The State of Residency of a contractor shall be the same as the corporate office as reported by the Mississippi Secretary of State's office.
- G.** A Bid Bond in the amount of five percent (5%) of the bid amount naming MDMR as the beneficiary and meeting the requirements of Section 2.3 of this Invitation for Bids.

### 2.8. Response to Inquiries

All questions regarding this Invitation to Bids must be submitted in writing to Rick Kinnard via email at [procurement@dmr.ms.gov](mailto:procurement@dmr.ms.gov) or by mail to 1141 Bayview Ave., Attn: Procurement, Biloxi, MS 39530 and must be received by MDMR by 10:00 a.m., CST, June 9, 2020. Questions submitted after this date will not be considered. Bidders shall provide an email address or fax number for MDMR to direct the consolidated "question and answer" document. MDMR answers will be provided in writing and transmitted via email or fax to all prospective bidders who are known to have requested and received a copy of the bid package. Only answers transmitted in this manner will be considered official and valid by MDMR. No negotiations, decisions, or actions shall be initiated by any bidder as a result of any verbal discussion with any State or Agency representative.

### 2.9. Proprietary Information/Mississippi Public Records Act

Bids will be made available for inspection only after award of the Contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire bid as proprietary or trade secret is not acceptable and may result in rejection of the bid. Requests to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of bid information to interested parties will be made in compliance with MDMR policies and procedures established in accordance with the Mississippi Public Records Act of 1983, Miss. Code Ann. §§ 25-61-1 et seq., and exceptions found in Miss. Code Ann. §§ 25-61-9 and 79-23-1.

### 2.10. Standards of Responsibility

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MDMR will receive bids from firms having specific experience and qualifications in the area identified in this solicitation. For consideration, bids for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MDMR may be included elsewhere in the solicitation. Unless otherwise stated, all bidders shall provide references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offerors' expertise in the area of the solicitation.

A selection committee shall review and evaluate all bids. It is therefore important that bidders emphasize specific information pertinent to the work. The contract will be awarded to an experienced bidder that meets or exceeds the qualifications set forth in the IFB. Factors that will be considered in determining whether the **Standard of Responsibility** has been met include whether a bidder has:

**A. A satisfactory record of relevant experience (5 points)**

On Attachment A, provide references and contact information for, at a minimum, three (3) previous projects within the past five (5) years of like nature to the Work solicited under this Invitation for Bids. Like nature projects may include the following:

1. Any utility projects performed directly for coastal municipalities;
2. Any coastal projects that included the installation of a wooden bulkhead of at least the size and complexity being required for this project; and,
3. Projects that included dewatering and cleaning of concrete piping and/or flumes.

**B. A commercial working-knowledge of the requirements of this Project to be expressed in a Work Plan that includes a start date, and explains the methods and procedures the contractor proposes to follow to complete the Project, including an explanation of how the contractor:**

- a. Logistically plans to attack the project;
- b. Will sequence work activities to maintain an uninterrupted flow of storm water discharge thru the system and minimize dewatering efforts;
- c. Will comply with the environmental protection requirements of this Project;
- d. Access the site(s) and provide an equipment usage plan; and,
- e. Identify the site superintendent with his qualifications for this project.

Bidders should submit a written narrative of twelve (12) pages or less for this factor B. The written narrative shall disclose the subcontractors the bidder intends to use, their key personnel, their contact information, their DUNS number and their intended scope of work. The written narrative pages should be numbered in consecutive order. Attachments A, C, and D will not count against

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the page number of such written narrative. (10 points)

**C. A satisfactory record of integrity (5 points)**

- a. Provide, at a minimum, three (3) references and contact information for persons and/or firms familiar with the business integrity of the bidder.

**D. A satisfactory record of performance (5 points)**

- a. Provide a listing of all storm water infrastructure projects within the past three (3) years and identify the completion dates (scheduled and actual) and whether the project resulted in construction claims associated with defective work, defaulted or required action by the bonding company. A bidder will not be penalized for claims won by the Bidder.

The burden is on the prospective bidder to thoroughly demonstrate its responsibility in the above-listed categories. Any bidder with an overall score of ten (10) points or below, or a score of two (2) points or below in categories A, C and D, or a score of four (4) points or below in Category B, on the above Standards of Responsibility will be deemed non-responsible and will be rejected.

The Contract will be awarded to the lowest responsible/responsive bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids. The “lowest responsible/responsive bidder” is the one who supplies the lowest price for the Work as specified on the Bid Form attached hereto as Attachment “D” and meets all requirements of the Minimum Bid Requirements and the Standards of Responsibility. The MDMR reserves the right to reject any or all bids and to independently verify all of the above, and if necessary, require additional information from bidders. Failure to comply with all the information required in this proposal may render the bid non-responsive and may result in its rejection.

### **2.11. Waiver of Informalities or Rejection of Bids**

MDMR may waive any informalities or minor defects, or reject any and all bids. Any bid may be rejected in whole or in part when such rejection is determined to be in the best interest of MDMR. Waivers, when granted, shall in no way modify the Invitation for Bids requirements or excuse a party from full compliance with the Invitation for Bids specifications and other requirements if the party is awarded the Contract. Reasons for rejecting a bid include, but are not limited to:

- A.** Failure to comply with the requirements of the Invitation for Bids and any of its Addenda.
- B.** Bidder is in arrears on existing contracts with MDMR or another governing authority or state agency.
- C.** Bidder is, anticipates being, or has been within the last five (5) years in litigation or arbitration with MDMR or another governing authority or a state agency.
- D.** Bidder has defaulted on a previous contract.

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- E.** The bid contains unauthorized amendments to the requirements of the Invitation for Bids.
- F.** The bid is conditional or qualified.
- G.** The bid is incomplete or contains irregularities, which make the bid indefinite or ambiguous.
- H.** The bid is not signed by an authorized representative of the party.
- I.** The bid contains false or misleading statements or references.
- J.** The bidder is determined to be non-responsible.
- K.** The bid ultimately fails to meet the announced requirements of the State in some material aspect.
- L.** The bid price is clearly unreasonable.
- M.** The bid is not responsive, i.e., does not conform in all material respects to the Invitation for Bids.
- N.** The work or materials offered in the bid are unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternative or other acceptability criteria set forth in the Invitation for Bids.

### **2.12. Disposition of Bids**

All bids submitted and opened become the property of the State of Mississippi.

### **2.13. Conditions of the Solicitation**

The release of this Invitation of Bids does not constitute an acceptance of any offer, nor does such invitation in any way obligate MDMR to execute a contract with any party. MDMR reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDMR.

Before preparing the bid, all parties should note:

- A.** MDMR accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
- B.** The award of a contract for any bid is contingent upon the following:
  - 1. Favorable evaluation of the bid;
  - 2. Availability of funds; and,
  - 3. Approval of the Public Procurement Review Board.
- C.** Contracted parties will be required to assume full responsibility for all specified services, materials, labor and equipment, and may subcontract only as specified in Attachment F,

“MDMR Standard Contract Terms and Conditions,” herein.

**2.14. Withdrawal of Bids**

Any bid may be withdrawn prior to the above-scheduled time for the submission of bids or authorized postponement thereof. Further, no bidder may withdraw a bid within ninety (90) days after the actual date of the bid opening.

**2.15. Bid Modification Requests**

Any requests to modify bids must be submitted in writing by the primary bidder. All requests for modification must be submitted prior to the submission deadline for the receipt of the sealed bids.

**2.16. Addenda to Bid Specifications**

MDMR reserves the right to issue addenda to this Invitation for Bids. If an addendum becomes necessary, MDMR will provide copies of the addendum to all persons known to have requested a copy of the bid package via the MDMR Procurement Office email, mail, or fax.

**2.17. Acknowledgement of Addendum**

Bidders shall acknowledge receipt of any addendum to the Invitation for Bids and/or the Contract Documents by signing and returning the addendum with the bid and by identifying the addendum number and date in the space provided for this purpose on the Bid Form attached hereto as Attachment “D.” The acknowledgement must be received by MDMR by the time and at the place specified for receipt of sealed bids.

**2.18. Information Regarding References**

The bidder understands and agrees that MDMR reserves the right to request information from bidder’s references and may contact same.

**2.19. Performance, Payment, and Tax Bonds**

Within ten (10) calendar days after receipt of the Notice of Award and Contract, the successful contractor shall execute and deliver to MDMR performance and payment bonds pursuant to Miss. Code. Ann. § 31-5-51, each in the amount of one hundred percent (100%) of the Contract Price, payable to the Mississippi Department of Marine Resources and conditioned for the faithful performance of the Contract and for the prompt payment of all persons supplying labor or material used in the prosecution of the Work under the Contract, with a surety qualified to do business in Mississippi and listed on the United States Treasury Department’s list of acceptable sureties and approved by MDMR. MDMR shall be named as the indemnitee in the Performance Bond. A Tax Bond, pursuant to Miss. Code Ann. § 31-5-3, securing the prompt payment of taxes, licenses, assignments, contributions, damages, penalties, and interest thereon incurred in connection with the performance of the Contract shall be provided to MDMR before commencing Work under the Contract. Attorneys-in-fact who sign Payment Bonds, Performance Bonds, and Tax Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

**2.20. Award of Contract**

If MDMR makes an award for the Project, MDMR will do so within ninety (90) days after opening the bids. Should there be any reason why the Contract cannot be awarded within ninety (90) days after bid opening, the time may be extended by written mutual agreement between MDMR and the successful bidder. The Notice of Award shall be accompanied by the Contract. Actions taken by a bidder prior to final execution of such Contract will be at the bidder's OWN RISK and MDMR will not be liable for such action. The party to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder and the Tax Bond shall be provided prior to commencing work under the Contract. In case of failure of the bidder to execute the Contract or submit other required documents, MDMR may award the Contract to the next lowest and best responsible/responsive bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids, without relieving the bidder initially selected for award and its bonding company providing the Bid Bond from their liability to MDMR for such failure.

Within thirty (30) days of receipt of an acceptable Performance Bond, an acceptable Payment Bond, and the Contract signed by the party to whom the Contract was awarded, MDMR shall sign the Contract. When the Contract is fully executed, an executed duplicate of the Contract shall be returned to the bidder. Should MDMR not execute the Contract within thirty (30) days from receipt of an acceptable Performance Bond, an acceptable Payment Bond and the Contract, the bidder may, by Written Notice, withdraw bidder's signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by MDMR.

Subject to receipt of an acceptable Tax Bond, a Notice to Proceed is anticipated to be issued in July 2020.

**2.21. Equal Opportunity**

Contracts, grants, loans, purchases and all other financial transactions are administered by MDMR equally to all without regard to race, color, creed, sex, religion, national origin, disability, or age. In addition, the bidder understands that MDMR is an equal opportunity employer and maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other unlawful consideration. During the term of the Contract, the contractor must strictly adhere to this policy in its employment practices and provision of services.

**2.22. Applicable Laws**

The bidder is responsible for complying with all applicable federal, state, and local laws and regulations.

**2.23. Governing Law**



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This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the appropriate state court located in Biloxi, Harrison County, Mississippi.

### **2.24. Certification of Independent Price Determination**

Bidder shall execute, notarize and attach the Bidder Statement of Compliance (Attachment C) to its Bid, certifying that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication or agreement (for the purpose of restricting competition) with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices proposed.

### **2.25. Procurement Regulations**

Any resulting contract shall be governed by the applicable provisions of the Public Procurement Review Board regulations.

### **2.26. Contract Documents**

Bidders are advised that this Invitation for Bids, any issued Addenda and related Contract Documents (including the Specifications and Drawings) and their bid, should it be accepted, will become part of the final Contract. In the event of any *conflict* between the terms appearing in the Contract Documents, the provisions of Article 7 of the Agreement (Section 00 52 15) included in this Invitation for Bids shall apply to resolve the conflict.

## **3.0 PERIOD OF PERFORMANCE**

The period of performance for this Contract ("Contract Time") shall commence upon issuance of a Notice to Proceed by MDMR. A Notice to Proceed is anticipated to be issued in July 2020. The successful contractor will be allowed a total of 180 calendar days to complete all construction activities. The successful contractor must begin work within seven (7) calendar days of any such Notice to Proceed. Liquidated Damages in the amount of \$1,000.00/day shall be assessed for each day the Work is not complete beyond the allowed 180 calendar days.

## **4.0 INSURANCE REQUIREMENTS**

The successful contractor shall maintain during the time of the Contract the liability insurance coverage required by Section 31 of the MDMR Standard Contract Terms and Conditions, and shall require its subcontractors to maintain said coverage, related to the work of the successful contractor and in connection with the Contract.

## **5.0 RELATIONSHIP OF PARTIES**

All parties expressly understand and agree that MDMR enters into a contract with a contractor based on the work performed pursuant to the Contract and not based on an employer-employee relationship or a joint venture relationship. For all purposes under this Contract: The successful

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contractor shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be an employee of MDMR. The successful contractor will be an independent contractor.

### 6.0 CONTRACT ADMINISTRATION

The Contract awarded subsequent to this solicitation shall be administered by MDMR.

The MDMR Engineer for this Project is as follows:

**Covington Civil and Environmental**

**Attention: Ben Benvenuti**

[bbenvenuti@cce.ms](mailto:bbenvenuti@cce.ms) (by email)

**2510 14<sup>th</sup> Street**

**Suite 1010**

**Gulfport, MS 39501**

### 7.0 COMPENSATION

Compensation for the Work performed pursuant to the Contract will be in the form of unit prices and lump sum basis as defined in the Bid Form. Payment Applications may be submitted on a monthly basis in accordance with the **Agreement** (Section 00 52 15) and an approved schedule of values.

### 8.0 CONTRACT TERMS AND CONDITIONS

The awarded Contract will include, but is not limited to, the MDMR Standard Contract Terms and Conditions, a copy of which is attached hereto as Attachment F.

### 9.0 LIST OF ATTACHMENTS AND FORMS

The following are included as attachments to this Invitation for Bids.

Attachment A – List of Prior Experience

Attachment B – Map of Proposed Project Area

Attachment C – Bidder Statement of Compliance

Attachment D – Bid Form

Attachment E – Instructions for MAGIC

Attachment F – MDMR Standard Contract Terms and Conditions

Attachment G – Request to Subcontract

Attachment H – A Copy of Miss. Code Ann. §31-5-33 and §31-7-305

Section 00 52 15 – Agreement

Division 01 Specifications

## **COFFEE CREEK RETENTION BASIN**

Division 02 Specifications

Division 03 Specifications

Division 06 Specifications

Division 15 Specifications

Appendices A-C

Contract Drawings

**ATTACHMENT A**

**List of Prior Experience**

The Bidder must complete this Attachment to include its prior experience in the type of work solicited under this Invitation for Bids.

Date Work Performed: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency Contact Name: \_\_\_\_\_

Agency Contact Phone Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Scope of Project: \_\_\_\_\_

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

Client Phone Number: \_\_\_\_\_

Work Performed by Bidder [ ] or Subcontractor [ ]

If subcontractor, list subcontractor name: \_\_\_\_\_

Date Work Performed: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency Contact Name: \_\_\_\_\_

Agency Contact Phone Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Scope of Project: \_\_\_\_\_

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

Client Phone Number: \_\_\_\_\_

Work Performed by Bidder [ ] or Subcontractor [ ]

If subcontractor, list subcontractor name: \_\_\_\_\_

Date Work Performed: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency Contact Name: \_\_\_\_\_

Agency Contact Phone Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Scope of Project: \_\_\_\_\_

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

Client Phone Number: \_\_\_\_\_

Work Performed by Bidder [ ] or Subcontractor [ ]

If subcontractor, list subcontractor name: \_\_\_\_\_

Date Work Performed: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency Contact Name: \_\_\_\_\_

Agency Contact Phone Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Scope of Project: \_\_\_\_\_

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

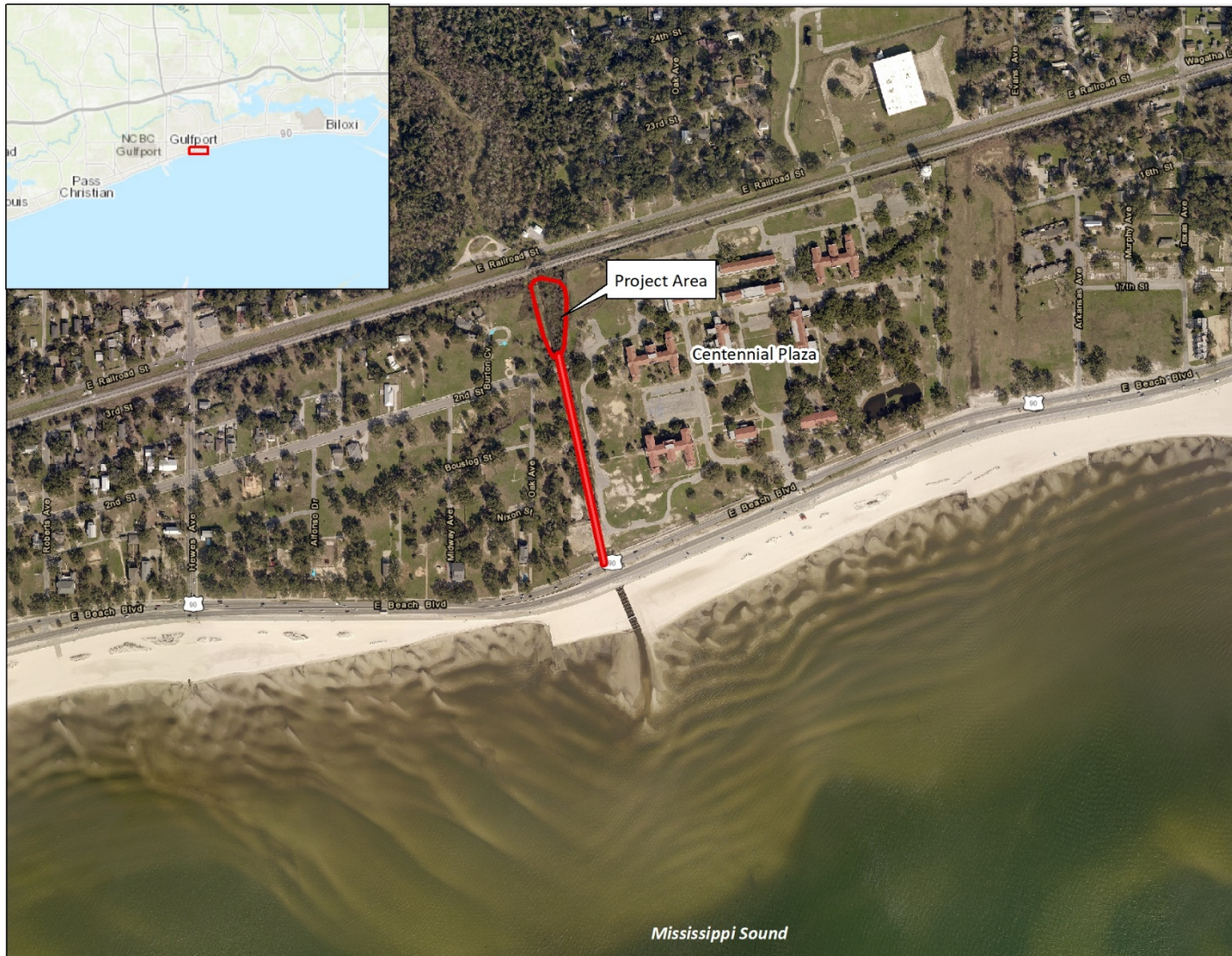
Client Phone Number: \_\_\_\_\_

Work Performed by Bidder [ ] or Subcontractor [ ]

If subcontractor, list subcontractor name: \_\_\_\_\_

## ATTACHMENT B

### Map of Proposed Project Area



ATTACHMENT C

**Bidder Statement of Compliance**

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, individually, and in my capacity as \_\_\_\_\_ of \_\_\_\_\_ (Bidder), being first duly sworn, on oath depose and state the following on behalf of the company:

**Bidder's Representation Regarding Contingent Fees**

Bidder represents as a part of its Bid that such Bidder has not retained any person or agency on a percentage, commission, brokerage, or other contingent arrangement to secure this Contract.

**Bidder's Non-Collusion Certification**

Bidder, and its officers, partners, owners, agents, representatives, employees, suppliers, subcontractors, or parties in interest have not in any way colluded, conspired, or agreed directly or indirectly with any other Bidder, supplier, subcontractor, firm, or person to:

- a) Fix prices in the attached Bid or for other Bidders;
- b) Fix or make arrangements to restrict land use availability or lease/rental prices for this Bid or for other Bidders; or
- c) Fix any overhead, profit or cost elements for this Bid or for other Bidders.

**Bidder History, Debarment and Suspension Representations**

Bidder certifies that Bidder and its corporate officers, principal owners, managers, auditors, and others in a position of administering governmental funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency;
- b) Have not within a three-year period preceding this proposal 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;
- c) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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 the offenses enumerated in b) and c) above; and,
- e) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

**No Conflict of Interest**

Bidder further certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under any contract or task order resulting from this Bid that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. Bidder further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the State’s satisfaction, such conflict of interest (or apparent conflict of interest). Bidder further certifies that it has no conflict of interest with respect to MDMR or the work to be performed (as set forth in the Invitation for Bids and accompanying Contract Documents).

By submission of this Bid, I have agreed to adhere to **all conditions and requirements**, as set forth in MDMR’s Invitation for Bids and Contract Documents, including all the terms and conditions in the Contract Documents. I further understand that my failure to comply with all requirements and qualifications will result in disqualification of my Bid relative to this procurement action. I have submitted appropriate documentation and a completed Bid Form as necessary to substantiate the evaluation of my bid. If inadequate, my Bid will not meet the Bid requirements and will be determined to be either non-responsive or non-responsible.

MDMR reserves the right to reject any and/or all bids and to waive any minor informalities.



All of the foregoing is true and correct:

Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Typed/Printed

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

[SEAL]

ATTACHMENT D

Bid Form

1.0 BID RECIPIENT

This Bid is submitted by \_\_\_\_\_ (hereinafter called “Bidder”) doing business as a \_\_\_\_\_ (insert “a corporation,” “an individual” as applicable; if a corporation, indicate state of incorporation; or a “joint venture”) to:

**Mississippi Department of Marine Resources**

**Attention: Rick Kinnard**

**1141 Bayview Avenue**

**Biloxi, Mississippi 39530**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Mississippi Department of Marine Resources (hereinafter called “MDMR”) in the form included in the Invitation for Bids to perform all Work as specified or indicated in the Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2.0 BIDDER’S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Invitation for Bids, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of MDMR.

3.0 BIDDER’S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Contract Documents, including the Invitation for Bids, and the following addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has reviewed the requirements to bid this Project and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the work site; information and observations obtained from visits to the work site; the Invitation for Bids; and the site-related reports and drawings identified in the Invitation for Bids with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) the Bidder's safety precautions and programs.
- E. Based on the information and observations referred to above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Contract Documents.
- F. Bidder is aware of the general nature of work to be performed at the site that relates to the Work as indicated in the Contract Documents.
- G. Bidder has given MDMR written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, (including, but not limited to, the Drawings and Specifications), and the written resolution thereof by MDMR is acceptable to Bidder.
- H. The Invitation for Bids is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **4.0 BID FORM INSTRUCTIONS**

All blank spaces for the bid prices must be filled in ink or typewritten, and this Bid Form must be fully completed and executed when submitted. Alterations and erasures of the entries made by bidder shall be initialed by the individual who signed this Bid Form. Bids shall state the legal name of bidder and be signed by the person or persons legally authorized to bind bidder to a contract. Bids submitted by a corporation shall indicate state of incorporation and bear a corporate seal. Bids submitted by an agent of a bidder shall have a current power of attorney attached that certifies the agent's authority to bind the bidder.

Measurement and payment procedures corresponding to the Bid Form can be found in **Section 00 52 15 Agreement**, **Section 01 20 00 Measurement and Payment Procedures**, and **Section 01 29 00 Payment Procedures** of the Contract Documents.

**Coffee Creek Outfall Replacement****Mississippi Department of Marine Resources****1141 Bayview Avenue - Biloxi, Mississippi 39530**

<b>BID SCHEDULE - BASE BID</b>					
Coffee Creek Retention Basin Gulfport, MS Base Bid "North Site" Schedule					
PAY ITEM NO.	PAY ITEM	PLAN QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	Mobilization	1	LS	\$20,000.00	\$20,000.00
2	Sediment Removal from Retention Basin	1	LS	\$	\$
3	Final Grading/Protective cover	6,500	SY	\$	\$
4	Timber Retaining Wall w/Support System (West Bank)	137	LF	\$	\$
5	Timber Retaining Wall w/Support System & Sod (East Bank)	337	LF	\$	\$
6	Timber Wall Diverter (West Bank)	26	LF	\$	\$
7	20 L.F. – 12" HDPE Pipe & Concrete Repair	1	LS	\$	\$
8	Rip Rap Removal & Relocation	1	LS	\$	\$
9	Rip Rap in Place	10	TON	\$	\$
10	Sod in Place	380	SY	\$	\$
TOTAL - BASE BID (Dollars & Cents)					\$

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following BASE BID.

---

(Total Base Bid in words)

*All blank spaces for bid price must be filled in, in ink or type written, in both words and figures. In case of conflict, the words will govern.*

**COFFEE CREEK RETENTION BASIN**

<b><u>ADD ALTERNATE #1</u></b>		
	Addition of a 5' wide sidewalk and a 4' wide strip of sod along the east side of the bulkhead as indicated on the plans.	
	TOTAL - ADD ALTERNATE #1 (\$)	

<b><u>ADD ALTERNATE #2</u></b>		
	Removal of all underbrush, trimming of existing bamboo and other shrubs, and limbing up of oaks/trees to remain along western slope from the south side of the 2 <sup>nd</sup> street bridge to the box culvert located to the north of Hwy. 90.	
	TOTAL - ADD ALTERNATE #2 (\$)	

<b><u>ADD ALTERNATE #3</u></b>		
	Removal of excess sand and sediment at transition slopes and bottom of spillway area to match existing concrete channel. This alternate shall also include the removal of excess sand and sediment from concrete channel and adjoining box culvert as show on plans.	
	TOTAL - ADD ALTERNATE #3 (\$)	

<b><u>ADD ALTERNATE #4</u></b>		
	Removal of excess sand and vegetation from the area North of Highway 90 between the 2 box culverts and chemically treat the vegetative area once removed. This alternate also includes the removal of sand and sediment within the box culvert under Highway 90 as shown on the plans.	
	TOTAL - ADD ALTERNATE #4 (\$)	

**\*\*\*SIGNATURE STATEMENT\*\*\***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES THEREIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S  
SIGNATURE: \_\_\_\_\_

(Printed Name/Title)

BIDDER TO PROVIDE UNIT PRICES FOR THE FOLLOWING ADDITIONAL ITEMS THAT ARE TO BE USED IN THE FIELD IF NECESSARY, ONLY WITH PRIOR WRITTEN APPROVAL FROM THE OWNER AND/OR ENGINEER. PRICES SHALL INCLUDE ALL SHIPPING, HANDLING AND COMPLETE INSTALLATION IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS:

Item No.	Unit	Description	Unit Price/Unit
1	Tons	#57 AASHTO Stone	
2	Tons	3x6 Gabion Stone	
3	Tons	MDOT 300 lb. Rip Rap	
4	CY	Select Sand Fill	
5	SY	Non-Woven (8oz) Geo Textile Fabric	
6	SY	Geo Grid – Tensar TX160 or Equal	

Total Aggregate Numerical Amount of Bid for **COFFEE CREEK RETENTION BASIN** (base bid plus all add alternates)

Construction \$ \_\_\_\_\_

---

Written Total Amount of Bid

**Note:** Bids shall include sales tax and all other applicable taxes and fees. All blanks shall be filled in. Total amount of Bid shall be the sum of the Items. Contract Award will be made according to the Invitation for Bids. In case of discrepancy between the sum of the items and Total Amount of Bid, the sum of the items shall be considered to be the Total Amount of Bid. Award will be made to only one Bidder based upon the Base Bid as applicable from this Bid Form and determination of the lowest and best, responsive, responsible bidder according to the Invitation for Bids.

1. The Bidder agrees that the Work shall be completed within 180 calendar days as stipulated in the Agreement.
2. The following documents are attached to and made a condition of this Bid:
  - a. Bid Security (surety bond, cashier's check, or certified check);
  - b. Power of Attorney (For Surety Bond only);

- c. Authority to Execute Contract (any corporate employee other than the president or vice-president); and
- d. A list of all subcontractors, surveyors and suppliers associated with this Bid.

The undersigned, having read and understood the Contract Documents and examined the Project site and adjoining areas and being familiar with the obstacles and conditions that will affect proposed Work, hereby offers and agrees to furnish all labor, equipment and materials and to perform all the Work required for the Coffee Creek Outfall Replacement Project in accordance with the Contract Documents and at the prices stated in the preceding Schedule of Prices above.

This Bid is submitted by:

If Bidder is:

**An Individual**

Name: \_\_\_\_\_  
(Typed or Printed)

By: \_\_\_\_\_  
(Individual's Signature)

Doing business as: \_\_\_\_\_

State Contractor License No. \_\_\_\_\_

**A Partnership**

Partnership  
Name: \_\_\_\_\_  
(Typed or Printed)

By: \_\_\_\_\_  
(Signature of General Partner – attach evidence of authority to sign)

Name: \_\_\_\_\_  
(Typed or Printed)

State Contractor License No. \_\_\_\_\_

**A Corporation**

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

(Seal)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_

(Signature, attach evidence of authority to sign)

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

(Typed or Printed)

Title: \_\_\_\_\_

(Corporate Seal)

Attest: \_\_\_\_\_

Date of Qualification to do business in Mississippi is \_\_\_\_/\_\_\_\_/\_\_\_\_.

State Contractor License No. \_\_\_\_\_

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venture Name: \_\_\_\_\_

(Seal)

By: \_\_\_\_\_

(Signature of first Joint Venture Partner, attach evidence of authority to sign)

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

(Typed or Printed)

Title: \_\_\_\_\_



Bidder's Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

Submitted on \_\_\_\_\_, 20\_\_\_\_

State Contractor License No. \_\_\_\_\_

**ATTACHMENT E**  
**Instructions for MAGIC**

**TO:** Vendors for the State of Mississippi

**FROM:** Mississippi Department of Marine Resources  
Office of Procurement

**SUBJECT:** Instructions to register as Supplier

Effective July 1, 2014, the State of Mississippi requires vendors to register in MAGIC for the State to execute a contract and/or pay for services/products.

Please complete the online registration at this address:

<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/>

Should you have any questions concerning the registration process, contact the Mash Help Desk at (601) 359-1343, option 2 or email via [mash@dfa.ms.gov](mailto:mash@dfa.ms.gov).

Thank you for your time and attention to this matter. The process could take up to 72 hours to complete.

Mississippi Department of Marine Resources  
Office of Procurement

**ATTACHMENT F**  
**MDMR Contract Terms and Conditions**  
**Applicable to All Work**

**1.0 AVAILABILITY OF FUNDS.**

It is expressly understood and agreed that the obligation of MDMR to proceed under this Agreement is conditioned upon the receipt of funds from the Mississippi State Legislature and/or the appropriation of funds by the Mississippi State Legislature for this Project. 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 State, MDMR shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDMR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**2.0 REPRESENTATIVES**

For all matters pertaining to the Work, unless otherwise provided, MDMR will be represented by its Executive Director, or a designated representative, in all administrative matters and by the designated “Engineer” in all technical matters. When MDMR is referenced singularly in these Standard Contract Terms and Conditions, it shall be construed to include MDMR’s Executive Director and its designated representative(s) for the Project.

Before commencement of the Work, Contractor shall notify MDMR and Engineer of the name of the person(s) (“Contractor's Representative”) who shall be on-site at all times when the Work is being performed, who shall directly superintend the Work and who shall be the duly authorized Representative of Contractor empowered to make decisions for, and on behalf of Contractor, and to execute Change Orders on behalf of Contractor, and to whom orders and directions by MDMR and Engineer to Contractor may be given.

At all times when any performance of the Work at any site is being conducted by any employee or representative of the Contractor or his subcontractors, the Contractor shall have a Contractor’s Representative present at each site who has the capability of receiving instructions in the English language, fluently speaks the English language and can explain the work operations to persons performing the Work in the language that those performing the Work are capable of understanding. MDMR or its designated Engineer shall have the right to determine whether the proposed representative has sufficient technical and bilingual capabilities, and the Contractor shall immediately replace any individual not acceptable to MDMR or its designated Engineer.

**3.0 AUTHORITY OF ENGINEER**

If designated by MDMR, the designated Engineer shall decide any and all questions which may arise as to (1) the quality or acceptability of materials furnished and the Work performed; (2) the manner of performance of the Work; and (3) interpretation of technical matters within the Contract Documents.

#### **4.0 AUTHORITY TO CONTRACT**

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified and registered to do business and is in good standing in the State of Mississippi; (c) 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 (d) 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 Contract.

#### **5.0 EMPLOYMENT STATUS**

Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for MDMR. Nothing contained herein shall be deemed or construed by MDMR, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between MDMR and Contractor. Neither the method of computation of fees or other charges nor any other provision contained herein nor any acts of MDMR or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of MDMR and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDMR. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MDMR, and MDMR shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MDMR shall not withhold from the Contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MDMR shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by MDMR or the State for its employees.

#### **6.0 CONTRACTOR'S PERSONNEL**

MDMR shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by Contractor. If MDMR reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to MDMR in a timely manner and at no additional cost to MDMR. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of

Contractor. Contractor must receive pre-approval from MDMR prior to subcontracting with any company and/or individual not listed as a subcontractor in the bid submittal. The Request to Subcontract form is attached in Appendix G.

## **7.0 DRUG-FREE WORK FORCE**

- A.** The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. MDMR and the Engineer will not be responsible for implementing, overseeing or enforcing the Contractor's drug-free work force program.
- B.** Contractor programs shall include the following, or appropriate alternatives:
  - 1.** Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;
  - 2.** Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;
  - 3.** Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;
  - 4.** Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:
    - a.** The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the Work being performed under the Contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.
    - b.** In addition, the Contractor may establish a program for employee drug testing—
      - 1) When there is a reasonable suspicion that an employee uses illegal drugs;
      - 2) When an employee has been involved in an accident or unsafe practice;
      - 3) As part of or as a follow-up to counseling or rehabilitation for illegal drug use; or
      - 4) As part of a voluntary employee drug testing program.
    - c.** The Contractor may establish a program to test applicants for employment for illegal drug use.
- C.** Contractor shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractor shall not allow any employee to remain on

duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

- D.** The provisions of this section pertaining to drug testing program shall not apply to the extent that they are inconsistent with state or local law.

## **8.0 NOTIFICATION OF OWNERSHIP CHANGES**

**A.** Contractor shall make the following notifications in writing:

- 1.** When Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify MDMR within 30 days.
- 2.** Contractor shall also notify MDMR within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- 3.** Contractor shall:
  - a.** Maintain current, accurate, and complete inventory records of assets and their costs;
  - b.** Provide MDMR or its designated representative ready access to records reasonably related to the performance of the Work performed hereunder upon request;
  - c.** Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of Contractor's ownership changes; and
  - d.** Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

## **9.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS**

It is the sole responsibility of Contractor to visit the site of the Work and to thoroughly examine the Contract Documents and to fully acquaint Contractor with the conditions to be encountered as to the character, quality and quantity of Work to be performed and materials to be furnished. Contractor shall fully understand the facilities, difficulties and restrictions that may be encountered in performing the Work.

By execution of the Contract, Contractor represents to MDMR that Contractor has made the necessary examination referred to in the preceding paragraph and can perform the Work for the Contract Price.

Contractor is advised that any report or other information (hereafter called "Additional Information") given to Contractor by MDMR or Engineer or obtained by Contractor from the records of MDMR (except for the Contract Documents) is not a part of the Contract unless

specifically referenced to be used in conjunction with the Contract and is given solely for the convenience of Contractor for whatever use Contractor may wish to make of it. It is expressly understood and agreed that MDMR assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the Additional Information or of any interpretations made thereof by any person. Availability or use of such Additional Information shall not be a waiver of Contractor's duty to examine the site of the Work, and Contractor is cautioned to make such independent investigation as Contractor deems necessary to satisfy Contractor as to the conditions to be encountered in the performance of the Work, including but not limited to: (1) conditions bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, tides or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) other site conditions that may affect the Work performance.

## **10.0 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Should it appear that the Work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the Contract Documents, Contractor shall apply in writing to the Engineer for such further explanations as may be necessary for Contractor to accomplish the Work, and Contractor shall conform to such explanation or interpretation of the Contract by Engineer so far as may be consistent with the intent of the Contract Documents. In the event of doubt or question relative to the true meaning of the Contract Documents as explained or interpreted by the Engineer, reference shall be made to MDMR, whose decision thereof shall be final.

In the event there is a discrepancy between the Specifications and the Plans or Drawings, the Specifications take precedence over the Drawings. In the event of any discrepancy between any Plans or Drawing and the figures written thereon, the figures shall be taken as correct.

## **11.0 INSPECTION**

MDMR and Engineer or its designee shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for obtaining full knowledge respecting the progress, workmanship and character of materials used and employed in the Work.

Whenever Contractor varies the period during which Work is carried on each day, Contractor shall give due notice to and obtain approval from MDMR and Engineer so that proper inspection may be provided. Any Work done in the absence of Engineer or Engineer's designee will be subject to rejection.

The inspection of the Work shall not relieve Contractor of any of Contractor's obligations to fulfill the Contract as prescribed. Defective Work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective Work and unsuitable materials have been previously overlooked by Engineer in inspection and accepted for payment.

## **12.0 PUBLIC CONVENIENCE AND SAFETY**

Contractor shall so conduct its operations and Work as to cause the least possible obstruction and inconvenience to public traffic.

Contractor shall furnish, erect, and maintain such fences, barriers, lights, warning and directional signs as deemed necessary by Engineer to give adequate warning to the public at all times of the construction and of any dangerous conditions to be encountered as a result thereof, and Contractor shall also erect and maintain such signs as may be furnished by MDMR.

All equipment shall be fully equipped with marine safety equipment as required by applicable state or federal law. Contractor shall have a program in place for inspecting and documenting the condition of equipment used on the Project and shall certify that the equipment is in compliance with applicable Occupational Safety and Health Administration (OSHA) and United States Coast Guard inspection requirements. A copy of such certification shall be submitted to MDMR prior to mobilization.

### **13.0 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

All work which is defective in its construction or deficient in any way of the requirements of the Contract, or work done by Contractor that is considered by MDMR to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi or MDMR, shall be remedied, or removed and replaced by Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any Work done beyond the Plans or Specifications, or established by Engineer, or any extra Work done without the written authority of MDMR, will be considered as unauthorized and Contractor will not be compensated. Furthermore, any material that is deposited in places not designated or approved by the Engineer or MDMR may be required to be removed, and the Contractor will be required to deposit such misplaced material where directed at its expense. Additional clean-up and environmental damage mitigation requirements may be directed by MDMR. Such efforts will be entirely at the expense of the Contractor and any fines or penalties will be the responsibility of the Contractor.

Upon failure on the part of Contractor to comply forthwith with any order of MDMR or Engineer made under the provisions of this Section or Sections 3 or 21, MDMR shall have authority to cause the defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor.

### **14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK**



Until written final acceptance of the Work by MDMR, Contractor shall use all commercially reasonable means to secure and protect the Work from injury, loss or damage to all or any part thereof by an Act of God (including fire, flood, or hurricane) or from any other cause, whether arising from the execution of the Work, mobilization and demobilization or otherwise. Contractor shall rebuild, repair, restore and make good all damage to the Work or any portion thereof occasioned by Contractor's failure to use all commercially reasonable means to secure and protect the Work before final acceptance of the whole Work by MDMR and shall bear the entire expense of such rebuilding, repair or restoration of the Work if the Contractor fails to employ such means.

### **15.0 RESPONSIBILITY FOR DAMAGE**

During the progress of the Work or any time before final acceptance, MDMR and Engineer shall not be liable to Contractor for any loss or damage to the Work or any part thereof, or to any material or equipment used or to be used in performing the Work, or for injury or damage to any person (including workers) or damage to property from any cause.

Until Final Acceptance by MDMR, protection of the Work and materials and equipment used thereon shall be the sole responsibility of Contractor.

### **16.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

MDMR shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Contract, except for Contractor's internal administrative and quality assurance files and internal documents. Contractor shall deliver such documents and work papers to MDMR upon termination or completion of the Contract. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDMR and subject to any copyright protections.

Except as needed to perform hereunder, the Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDMR.

### **17.0 COPYRIGHTS**

Contractor agrees that MDMR shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this Contract. Further, Contractor hereby grants to MDMR a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this Contract but which is incorporated in the material furnished under the Contract. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

## **18.0 RECORD RETENTION AND ACCESS TO RECORDS**

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the Project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Contract shall be retained by Contractor for five (5) years after final payment is made under this Contract and all pending matters are closed, or as required by federal or state law or regulation, whichever period is longer. 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 five (5) 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 five (5) year period, whichever is later.

## **19.0 RIGHT TO AUDIT**

Contractor shall maintain such financial records and other records as may be prescribed by MDMR or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for the period required in Section 18.0 above. These records shall be made available during the term of the Contract and the subsequent required retention period for examination, transcription, and audit by the MDMR and/or the Mississippi State Auditor's Office, their designees, or other authorized bodies.

## **20.0 THIRD PARTY ACTION NOTIFICATION**

Contractor shall give MDMR immediate notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to the Contract.

## **21.0 ORDERS OF ENGINEER**

Whenever it is desirable by the Engineer and MDMR to give Contractor directions concerning the Work, orders will be given in writing to Contractor by delivery to Contractor's representative, or in the representative's absence, to Contractor's on-site superintendent or foreman in charge of the particular Work in reference to which the order is given, and such written orders shall be binding on Contractor and Contractor shall comply therewith.

Any provision of the Contract notwithstanding, all orders, directions or interpretations of the Engineer and MDMR to Contractor shall be in writing and shall be given to Contractor promptly after requested by Contractor.

Contractor shall not be bound to follow any orders, directions or interpretations of Engineer that are not in writing. MDMR shall not be liable to Contractor for Work performed by Contractor in

reliance on verbal orders of Engineer and neither shall such reliance relieve Contractor from the responsibilities of Contractor set forth in the Contract.

If Contractor believes that the order issued by the Engineer entitles Contractor to a change in either the Contract Price or the Contract Time, or both, Contractor shall give Engineer and MDMR written notice of a request for a change order within two (2) days after receipt of the order by the Engineer. The written request shall state the requested change in Contract Price, or extension of the Contract Time, and shall detail the basis for the request. Upon such a request, Contractor shall not be required to carry out the order of the Engineer pending the execution of a Change Order unless Contractor is otherwise directed in writing. If Contractor has requested a Change Order and is ordered to proceed with the Work before a Change Order is executed, such proceeding with the Work shall be without prejudice to the Contractor's right, if any, to request equitable adjustment or an extension of time.

## **22.0 CHANGE ORDERS**

**A. Generally.** MDMR may order changes in the services consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by Contractor that the scope of the Project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by MDMR and Contractor. If Contractor believes that any particular work is not within the scope of the Project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify MDMR in writing of this belief. If MDMR believes that the particular work is within the scope of the Contract as written, Contractor will be ordered to and shall continue with the Work as changed and at the cost stated for the services within the Contract.

**B. Procedures.** The parties shall initiate a Change Order as follows:

**1. Proposed by MDMR/Engineer.**

MDMR or Engineer may initiate changes by submitting a proposed Change Order to Contractor. The request will include:

- a.** Detailed description of the change, products, and location of the change in the Project;
- b.** Supplementary or revised Drawings and Specifications;
- c.** The projected time span for making the change and a specific statement as to whether overtime work is, or is not authorized;
- d.** A specific period of time during which the requested price will be considered valid; and

- e. Such request is for information only, and is not an instruction to execute the changes or to stop Work in progress.

**2. Proposed by Contractor.**

Contractor may initiate changes by submitting a written notice to MDMR's Engineer, or directing to MDMR in the absence of a designated Engineer, containing:

- a. Description of the proposed changes;
- b. Statement of the reason for making the changes;
- c. Statement of the effect on the Contract Sum and the Contract Time;
- d. Statement of the effect on the work of separate contractors; and
- e. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

**C. Documentation and information supporting Change Order.** The Contractor shall support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow MDMR or its Engineer to evaluate the quotation.

The Contractor will provide additional data to support time and cost computations:

- 1. Labor required for Contractor and sub-contractors;
- 2. Equipment required by Contractor and sub-contractors;
- 3. Products and materials required by Contractor and sub-contractors, including the recommended sources of purchase and unit cost and the quantities required;
- 4. Overhead (inclusive of insurance, bonds and taxes) and profit on labor by the Contractor and sub-contractors;
- 5. Overhead (inclusive of insurance, bonds and taxes) and profit on equipment by the Contractor and sub-contractors;
- 6. Credit for Work deleted from Contract, similarly documented; and
- 7. Justification for any change in Contract Time.

**D. Form of Change Order.**

- 1. The party initiating the request for a Change Order shall prepare the request on a form provided by MDMR.
- 2. A Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

3. A Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
4. MDMR and its Engineer, if designated for the Project, will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
5. Contractor will sign and date the Change Order to indicate agreement with the terms therein.
6. Changes in price will be based on:
  - a. Unit and lump sum prices already established in the Bid Form;
  - b. Re-negotiated unit and lump sum prices established in the Bid Form;
  - c. Negotiated unit prices for items not previously established in the Bid Form; or
  - d. Negotiated lump sum prices for items not previously established in the Bid Form.
7. For negotiated unit or lump sum prices for items not previously established in the Bid Form, the total markup for profit and overhead for the Contractor, including all sub-contractors and/or vendors shall not exceed fifteen percent (15%).
8. Changes in Contract Time will be justified based on the Extension of Contract Time provision below.

**E. Final Summary Change Order.**

1. At the conclusion of the Project, the Engineer will perform a final quantity estimate of all unit price items and submit final quantities to the Contractor for review and verification.
2. After mutual acceptance of final quantities, the Engineer will prepare a summary Change Order that reflects all actual installed and accepted quantities.
3. MDMR and Contractor will sign and date the Final Summary Change Order to indicate their agreement with the terms therein.

**F. Work Order Directive.**

A Work Order Directive is a written order, instructions, or interpretations, signed by Engineer making minor changes in the Work not involving a change in Contract Sum or Contract Time.

**23.0 EXTENSION OF CONTRACT TIME**

**A. Time Extension**

1. The time within which to complete the Contract may be extended by MDMR if any of the following two (2) requirements are met:
  - a. The delay is the result of documented causes beyond the control of Contractor or its Subcontractors or suppliers such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather; or
  - b. Negotiated additional time for new work activities not included in the original Contract.
2. In the circumstances described in Section 23(A)(1)(a), Contractor shall notify the Engineer in writing within ten (10) days from the beginning of any such delay period of the cause of the delay and request an extension of the time within which to complete the Contract by reason of the delay and specify the length of such requested extension in accordance with the Change Order provisions above.
3. MDMR or its Engineer, upon investigation, may grant an increase in the Contract Time in accordance with the Change Order provisions above.
4. No claims for increased costs, charges, expenses or damages of any kind shall be made by the Contractor against the Owner for any delays or hindrances from any cause whatsoever; provided that the Owner, in the Owner's discretion, may compensate the Contractor for any said delays by extending the time for completion of the Work as specified in the Contract. (No Damages for Delay)

## **24.0 MODIFICATION OR AMENDMENT**

Modification, changes or amendments to the Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of the Contract must be in writing and signed by both parties hereto.

## **25.0 RELEASE PRIOR TO FINAL PAYMENT**

Upon satisfactory completion of the Work performed under the Contract, as a condition before final payment under the Contract or as a termination settlement under the Contract, Contractor shall execute and deliver to MDMR a release of all claims against MDMR arising under, or by virtue of, the Contract by completing Appendix H. Unless otherwise provided in the Contract, by state law or otherwise expressly agreed to by the parties in the Contract, final payment under the Contract or settlement upon termination of the Contract shall not constitute waiver of MDMR's claims against Contractor or its sureties under the Contract or applicable performance and payment bonds.

## **26.0 CONFLICT OF INTEREST**

Contractor shall immediately notify MDMR in writing of any interests (financial, contractual, organizational, or otherwise) relating to the services to be performed under this Contract that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) with respect to MDMR or the Project that would impinge on Contractor's ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this section, the term "potential conflict" means reasonably foreseeable conflict of interest. Contractor further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to MDMR's satisfaction, such conflict of interest (or apparent conflict of interest). If such conflict cannot be resolved to MDMR's satisfaction, MDMR reserves the right to terminate this Contract per the Termination for Convenience section of this Contract.

## **27.0 DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief that it, its corporate officers, principal owners, managers, auditors and others in a position of administering governmental funds:

- 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 year period preceding this Contract, 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;
- C. Have not, within a three year period preceding this Contract, been convicted of or had a civil judgment rendered against them 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 subparagraphs B. and C. of this certification; and
- E. Have not, within a three year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **28.0 REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it has not retained a person to solicit or secure a State of Mississippi contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid.

### **29.0 REPRESENTATION REGARDING GRATUITIES**

Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities.

### **30.0 TAX BONDS**

A Tax Bond securing the prompt payment of taxes, licenses, assignments, contributions, damages, penalties, and interest thereon incurred in connection with the performance of the Contract shall also be provided and approved by MDMR prior to commencing Work under the Contract.

Attorneys-in-fact who sign Payment Bonds, Performance Bonds, and Tax Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

### **31.0 INSURANCE REQUIREMENTS**

Contractor shall maintain during the period of performance of the Contract the following liability insurance coverage and shall require its subcontractors to maintain said coverage, related to the work of the Contractor and in connection with the Contract.

- A. Workers' Compensation and Employer's Liability Insurance.** This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a workers' compensation law. The liability limits shall not be less than the required statutory limits for workers' compensation and employer's liability limits in the amount of One Million and 00/100 Dollars (\$1,000,000.00). Contractor shall supply MDMR endorsements from its carriers evidencing waiver of subrogation in favor of MDMR.
- B. Longshore and Harbor Workers' Compensation Insurance.** This insurance shall protect Contractor against all claims under the Jones Act, Death on the High Seas Act, Outer Continental Shelf Lands Act and Maritime Laws in which case minimum limits of Employers' Liability Insurance will be at least \$1,000,000.00 per occurrence, including transportation, wages, maintenance and cure.
- C. Comprehensive General Liability Insurance.** This insurance shall include bodily injury, property damage, contractual and other standard coverage contained in comprehensive general liability insurance, in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate.



- D. Contractors Pollution Liability Insurance.** This insurance shall protect Contractor for claims for bodily injury and property damage stemming from pollution caused by the Contractor's work or equipment. This insurance shall also cover remediation costs stemming from pollution incidents resulting from the Contractor's operations and Work under this Contract. This insurance shall have minimum limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
- E. Auto Liability Insurance.** This insurance shall be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) Combined Single Limit to protect it from any and all claims arising from the use of the following: (1) Contractor's own automobiles and trucks; (2) hired and non-owned automobiles and trucks; and (3) automobiles and trucks owned by CONTRACTORS and SUBCONTRACTORS. The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.
- F. MDMR, its Commissioners, officers, employees, agents and representatives, and the State of Mississippi shall be named as additional insureds on all liability insurance policies.** The Contractor shall provide that the insureds under all insurance waive subrogation against the State of Mississippi and the said agency and subdivisions thereof. The Contractor's respective policies shall provide primary coverage before any applicable policy otherwise covering MDMR, and any insurance covering MDMR shall be excess coverage over the Contractor's coverage. Endorsements so stating shall be provided to MDMR by the Contractor. The policies shall also provide for all additional insureds to be provided with a minimum 30-day written notice prior to a cancellation or modification of each respective policy. While Contractor shall provide MDMR with endorsements as set forth in this Section, the failure to do so, or the failure of the endorsements or insurance provided to conform to the Contract, does not constitute waiver or estoppels as to MDMR of their respective legal and equitable rights, including but not limited to the right to enforce the terms of the Contract. These contractual insurance provisions are intended to be, and shall be interpreted to be, separate and independent contractual obligations from the contractual provisions addressing the indemnity of MDMR by the Contractor. Upon execution of the Contract, the Contractor shall promptly furnish MDMR with certificates of insurance and endorsements showing the Contractor's compliance with the insurance provisions of this Section.

## **32.0 INDEMNIFICATION**

To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify and hold harmless MDMR, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and/or 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 the Contractor and/or its partners, principals, agents, employees and/or Subcontractor's in the performance of or failure to perform this Agreement. In MDMR's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to MDMR; Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and MDMR shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without MDMR's concurrence, which MDMR shall not unreasonably withhold. This indemnity obligation is intended to be, and shall be interpreted to be, a separate and independent contractual obligation from the contractual provisions addressing the requirements and placement of insurance, including, but not limited to, insurance covering MDMR.

### **33.0 NO LIMITATION OF LIABILITY**

Nothing in this Contract shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

### **34.0 RECOVERY OF MONEY**

Whenever, under the Contract, any sum of money shall be recoverable from or payable by Contractor to MDMR, the same amount may be deducted from any sum due to Contractor under the Contract or under any other Contract between Contractor and MDMR. The rights of MDMR are in addition and without prejudice to any other right MDMR may have to claim the amount of any loss or damage suffered by MDMR on account of the acts or omissions of Contractor.

### **35.0 SUBCONTRACTS**

Contractor acknowledges that it was selected by MDMR to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the Contract, in whole or in part, without the prior written consent of MDMR, which MDMR may, in its sole discretion, approve or deny without reason. Contractor must notify MDMR in writing and submit a Request to Subcontract form using the form provided by MDMR (Attachment G) prior to assigning or subcontracting any portion of the Contract; and MDMR, in its sole reasonable discretion, shall have the right to reject the letting of any such assignment or subcontract. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDMR of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MDMR in addition to the total fixed price agreed upon in the Contract. Subcontracts shall be subject to the terms and conditions of the Contract and to any conditions of approval that MDMR may deem necessary.

### **36.0 ASSIGNMENT**

Contractor shall not assign or otherwise transfer the obligation incurred on its part pursuant to the terms of the Contract without the prior written consent of MDMR. Any attempted assignment or transfer of its obligations without such consent shall be null and void. All obligations and duties of either party under the Contract shall be binding on all successors in interest or assigns of such party.

### 37.0 CONFIDENTIAL INFORMATION

- A. **Information Designated by Contractor as Confidential.** Any disclosure of those materials, documents, data and other information, which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Contract, the personal or professional services to be provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of Confidential Information on the part of Contractor or its subcontractor shall rest with CONTRACTOR. Disclosure of any Confidential Information by Contractor or its subcontractor without the express written approval of MDMR shall result in the immediate termination of this Contract.
- B. **Public Records.** Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDMR is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 et seq. If a public records request is made for any information provided to MDMR pursuant to this Contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDMR shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDMR shall not be liable to Contractor for disclosure of information required by court order or required by law.
- C. **Disclosure of Confidential Information.** In the event that either party to this Contract receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.
- D. **Exceptions to Confidential Information.** Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“Disclosing Party”) which is:

1. Rightfully known to the recipient prior to negotiations leading to this Contract, other than information obtained in confidence under prior engagements;
2. Generally known or easily ascertainable by nonparties to this Contract;
3. Released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
4. Independently developed by the recipient without any reliance on confidential information;
5. Part or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or
6. Disclosed with the Disclosing Party's prior written consent.

### **38.0 TEMPORARY SUSPENSION OF WORK**

MDMR shall have the authority to suspend the Work wholly or in part, for such period as it may deem necessary due to: (1) unsuitable weather; (2) such other conditions as are considered unfavorable for the suitable prosecution of the Work. Further, MDMR, Engineer, and Army Corps of Engineers (COE), may temporarily suspend work for failure on part of Contractor or any Subcontractor to carry out orders given by Engineer pursuant to the Contract or to perform any provisions of the Work in the manner prescribed by the Contract and/or permits. Any such suspension ordered by MDMR shall be within its sole discretion. Contractor shall immediately cease Work upon such order of MDMR's Executive Director or representative and shall not resume the Work until ordered in writing by MDMR. Contractor shall not be entitled to any increase in the Contract Price and waives any claim for damages as a result of any such suspension of Work.

### **39.0 STOP WORK ORDER**

- A. Order to Stop Work.** The Chief Procurement Officer of the State of Mississippi, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, 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, the Contractor 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, the Chief Procurement Officer shall either:

1. Cancel the stop work order; or

2. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

**B. Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

1. the stop work order results in an increase in the time required for, the performance of any part of this contract; or,
2. the stop work order results in an increase in the Contractor's cost properly allocable to the performance of any part of this contract; and,
3. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 4.

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

#### 40.0 TERMINATION

The Contract may be terminated as follows:

- A. Termination Upon Bankruptcy.** The Contract may be terminated in whole or in part by MDMR upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor (or Bonding Company) shall be paid an amount for satisfactory work actually performed pursuant to the Contract, but in no case shall said compensation exceed the total Contract Price.
- B. Termination for Convenience.** MDMR may terminate the Contract, in whole or in part, for any reason after giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Contractor shall be paid an amount for satisfactory work actually performed in connection with the Contract, but in no case shall said compensation exceed the total Contract price.

Upon receiving notice of termination, Contractor shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. MDMR may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to MDMR. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**C. Termination for Cause:**

1. Default. If Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof or otherwise fails to timely satisfy the Contract provisions or commits any other substantial breach of this Contract, MDMR may notify Contractor in writing of the delay or nonperformance. If delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by the MDMR officer or representative, MDMR may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by MDMR. Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable to MDMR for excess costs incurred in procuring similar goods or services.
2. Contractor's Duties. Notwithstanding termination of the Contract and subject to any directions from MDMR, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
3. Compensation. Payment for completed services delivered and accepted by the State shall be at the Contract Price. The State may withhold from amounts due Contractor such sums as MDMR deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
4. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified MDMR within 10 days after the cause of

the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Contract requirements. Upon request of Contractor, MDMR shall ascertain the facts and extent of such failure. If MDMR determines that any failure to perform was occasioned by any one or more of the excusable causes and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the delivery schedule may be revised accordingly, subject to the rights of MDMR under the section entitled "Termination for Convenience." (As used in this paragraph of this section, the term "subcontractor" means subcontractor at any tier.)

5. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this section, MDMR determines for any reason that the Contract was not in default under the provisions of this section or that the delay was excusable under the provisions of subparagraph (iv) (Excuse for Nonperformance or Delayed Performance) of this section, the rights and obligations of the parties shall, if the Contract contains a clause providing for Termination for Convenience, be the same as if the notice of termination had been issued pursuant to such section.

Notwithstanding any of the foregoing provisions, Contractor shall not be relieved of liability to MDMR for damages sustained by MDMR by virtue of any breach of the Contract by Contractor, and MDMR may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due MDMR from Contractor are determined. MDMR may also pursue any remedy available to it in law or in equity.

#### **41.0 USE AND POSSESSION PRIOR TO COMPLETION**

- A. MDMR shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, the MDMR or its designated Engineer shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that the MDMR intends to take possession of or use. However, failure of the MDMR or its Engineer to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract Documents. MDMR's possession or use shall not be deemed an acceptance of any Work under the Contract Documents.

- B. While MDMR has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from MDMR's possession or use. If prior possession or use by MDMR delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract Price or the Contract Time pursuant to the Change Order provisions above.

#### **42.0 ANTITRUST**

By entering into this Contract, Contractor conveys, sells, assigns, and transfers to MDMR all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the services purchased or acquired by MDMR under this Contract.

#### **43.0 PROCUREMENT REGULATIONS**

The Contract shall be governed by the applicable provisions of the Public Procurement Review Board Regulations.

#### **44.0 E-VERIFICATION**

If applicable, Contractor represents and warrants 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. Contractor 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, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Contract may subject Contractor to the following:

- A. Termination of this Contract for services 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;
- B. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or



- C. Both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

#### **45.0 E-PAYMENT**

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

#### **46.0 PAYMODE**

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may in its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

#### **47.0 TRANSPARENCY**

This Contract, 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 Contract 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 Contract is required to be posted to the Department of Finance and Administration's independent agency Contract website for public access at <http://www.transparency.mississippi>. Information identified by Contractor 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. The personal or professional services to be provided, the price to be paid, and the terms of this Contract shall not be deemed to be a trade secret or confidential commercial or financial information.

#### **48.0 WAIVER**

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

#### **49.0 GOVERNING LAW**

The Contract shall be construed and governed in accordance with the laws of the State of Mississippi, without regard to its conflict of laws provisions and the laws of the United States of America, and venue for the resolution of any dispute shall be brought in the appropriate state or federal court located in Harrison County, Mississippi.

#### **50.0 COMPLIANCE WITH LAWS**

Contractor understands that MDMR 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, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the Contract that Contractor will strictly adhere to this policy in its employment practices and provision of work performed pursuant to the Contract. Contractor 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. Contractor shall immediately report in writing to MDMR any discrepancy or inconsistency in the Contract Documents that appear to violate or be contrary to the then existing applicable federal, state and local laws. Contractor shall ensure that any person assigned to perform services hereunder meets the employment eligibility requirements of the immigration and naturalization laws including but not limited to the Immigration Reform and Control Act of 1986.

#### **51.0 REFERENCE TO STATUTES**

Whenever reference is made to the provision of any statute or law in the Contract Documents, such reference applies to any amendment or change in such statute or law now existing, but to become operative sometime after the signing of the Contract.

#### **52.0 CAPTIONS**

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

#### **53.0 SEVERABILITY**

If any part of this Contract 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.

#### **54.0 DISPUTES**

Before pleading to any judicial system at any level, Contractor must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDMR. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to Contractor.

For any disputed claim over \$100,000, and as a prerequisite to the claim proceeding through MDMR's administrative remedies and in court, a registered officer of the Contractor shall provide the following certification to MDMR upon filing the initial written complaint with the Executive Director:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes MDMR is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

#### **55.0 ATTORNEY'S FEES AND EXPENSES**

If MDMR incurs attorneys' fees, costs or expenses (including, without limitation, investigative fees and court costs) in order to enforce any of the terms, provisions or conditions of this Contract or because of the breach of this Contract by the Contractor, MDMR shall be entitled to recover its reasonable attorney's fees, costs and expenses from Contractor if MDMR is the prevailing party (whether by suit, negotiation or settlement).

**ATTACHMENT G**  
**Request to Subcontract**

In accordance with the Anti-Assignment/Subcontracts Section of the below referenced Contract, we request approval to subcontract the following portion or duties under the Contract.

MDMR Contractor: \_\_\_\_\_

MDMR Contract Number: \_\_\_\_\_

Proposed Subcontractor's name and DUNS #: \_\_\_\_\_

Is the proposed subcontractor a certified MBE firm? Yes \_\_\_\_\_ No \_\_\_\_\_

Is the proposed subcontractor a certified WBE firm? Yes \_\_\_\_\_ No \_\_\_\_\_

Reason for subcontracting: \_\_\_\_\_

Define tasks/work to be subcontracted: \_\_\_\_\_

\_\_\_\_\_

Proposed subcontract amount: \$ \_\_\_\_\_

**REQUESTED BY:**

\_\_\_\_\_  
Contractor – Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor - Signature

\_\_\_\_\_  
Date

**APPROVAL:**

\_\_\_\_\_  
MDMR Executive Director – Signature

\_\_\_\_\_  
Date

**ATTACHMENT H****Miss. Code Ann. § 31-5-33****§ 31-5-33. Amount of retainage which may be withheld; exemptions**

(1) In any contract for the construction, repair, alteration or demolition of any building, structure or facility awarded by the State of Mississippi, or any agency, unit or department of the State of Mississippi, or by any political subdivision thereof, which contract provides for progress payments in installments based upon an estimated percentage of completion with a percentage of the contract proceeds to be retained by the state agency, unit or department, or by the political subdivision or contractor pending completion of the contract, such retainage shall be five percent (5%), and the amount retained by the prime contractor from each payment due the subcontractor shall not exceed the percentage withheld by the state, or any agency, unit or department of the state, or by any political subdivision thereof, from the prime contractor. On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars (\$ 250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%).

(2) The provisions of this section shall not apply to contracts let by the Mississippi Transportation Commission for the construction, improvement or maintenance of roads and bridges.

**HISTORY: SOURCES:** Laws, 1979, ch. 454, § 1; Laws, 1984, ch. 406, § 1; Laws, 2002, ch. 519, § 2, eff from and after July 1, 2002.

**Miss. Code Ann. § 31-7-305****§ 31-7-305. Recordkeeping and notice requirements; time for mailing check in payment of invoice; time for payment in event of dispute; interest penalties.**

(1) All public bodies of the state, including those which issue checks and those which file requisitions for payment with the State Fiscal Management Board, shall keep a record of the date of receipt of the invoice, dates of receipt, inspection and approval of the goods or services, date of issuing the check or date of filing the requisition for payment, as the case may be, and date of mailing or otherwise delivering the warrant or check in payment thereof. In the event that the State Fiscal Management Board mails or otherwise delivers the warrant directly to the claimant, pursuant to Section 7-7-35, Mississippi Code of 1972, the State Fiscal Management Board shall notify the public body of the date thereof. The provisions of this section are supplemental to the requirements of Sections 19-13-29, 21-39-7, 21-39-13 and 37-5-93, Mississippi Code of 1972.

(2) All public bodies that are authorized to issue checks in payment of goods and services and are not required to issue requisitions for payment to the State Fiscal Management Board shall mail or otherwise deliver such checks no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services; however, in the event of a bona fide dispute, the public body shall pay only the amount not disputed.

(3) If a warrant or check, as the case may be, in payment of an invoice is not mailed or otherwise delivered within forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods and services, the public body shall be liable to the vendor, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1-1/2 %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor. The provisions of this paragraph shall apply only to undisputed amounts for which payment has been authorized. In the case of an error on the part of the vendor, the forty-five-day period shall begin to run upon receipt of a corrected invoice by the public body and upon compliance with the other provisions of this section. The various public bodies shall be responsible for initiating the penalty payments required by this subsection and shall use this subsection as authority to make such payments. Also, at the time of initiating such penalty payment, the public body shall specify in writing an explanation of the delay and shall attach such explanation to the requisition for payment of the penalty or to the file copy of the check issued by the public body, as the case may be.

(4) (a) In the event of a bona fide dispute as to an invoice, or any portion thereof, the dispute shall be settled within thirty (30) days after interest penalties could begin to be assessed, if it were not for the dispute.

(b) If a warrant or check, as the case may be, in payment of an invoice, subject to a prior dispute, is not mailed or otherwise delivered within thirty (30) days after settlement of the dispute, the public body shall be liable to the vendor, in addition to the amount of the invoice, for interest at

a rate of one and one-half percent (1-1/2 %) per month or portion thereof on the unpaid balance from the expiration of said thirty-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor. At the time of initiating such penalty payment, the public body shall specify in writing an explanation of the delay and shall attach such explanation to the requisition for payment of the penalty or to the file copy of the check issued by the public body, as the case may be. The interest penalty prescribed in this paragraph shall be in lieu of the penalty provided in subsection (3).

# COFFEE CREEK RETENTION BASIN

## SECTION 00 52 15

### AGREEMENT

This Agreement (hereinafter “Agreement” or “Contract”) is entered by and between the Mississippi Department of Marine Resources (hereinafter called “MDMR” or “Agency”) and \_\_\_\_\_ (hereinafter called “Contractor”).

MDMR and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### ARTICLE 1-WORK

Contractor shall complete all work as specified or indicated in the Contract Documents as defined in ARTICLE 7 below (“Work”). Contractor shall furnish all labor, materials, equipment, appliances, services, tools, bonds, insurance, taxes and other things necessary for the complete and timely performance of the Work. The Work is generally described as follows:

The Coffee Creek Retention Basin includes removal and spreading of existing sediments located within the existing retention basin, the construction of a new wooden bulkhead/retaining wall, with a potential for the installation of concrete sidewalks, installation of plantings and cleaning of the existing concrete flume and box culverts under Highway 90.

The major categories of Work include, but are not limited to, the following:

1. Surveying and Layout.
2. Excavation and onsite disposal of existing sediments within the retention basin;
3. Construction of approximately 500 linear feet of wooden bulkhead to act as a retaining wall and border for the new retention basin;
4. Potential for installation of concrete sidewalks;
5. Potential cleaning of all downstream sediments from the concrete raceway and box culvert systems under Highway 90;
6. Final grading and seeding.

#### ARTICLE 2-MDMR AND ENGINEER

This is an MDMR Project.

Covington Civil & Environmental, LLC (hereinafter called “Engineer”) is to act as MDMR’s representative, assumes all duties and responsibilities and has the rights and authority assigned to Engineer in accordance with the MDMR’s Terms and Conditions, including Section 3 of same, in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 3-CONTRACT TIME AND LIQUIDATED DAMAGES

**3.01** The Contractor will commence and complete the construction of the Project within the



period of performance defined in Section 3.02.

- 3.02** The performance period for this Contract has been established at one hundred eighty (180) calendar days from issuance of the Notice to Proceed ("Contract Time"). The Contract Time is inclusive of anticipated adverse weather days.
- 3.03** Liquidated Damages. MDMR and Contractor recognize that time is of the essence for this Agreement and that MDMR may suffer financial loss if the Work is not completed within the time specified in Section 3.02 above, plus any extensions thereof allowed in accordance with the Extension of Contract Time provisions in the Standard Contract Terms and Conditions. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by MDMR if the Work is not completed on time. Accordingly, instead of requiring any such proof, MDMR and Contractor agree that as liquidated damages for delay Contractor shall pay MDMR \$1,000.00 for each day that expires after the time specified in Section 3.02, subject to any extensions granted.

#### ARTICLE 4-COMPENSATION

The Contractor agrees to furnish all materials in place and to faithfully complete all said Work described by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings, and other requirements of the Agency, under the direct observation of and to the complete satisfaction of the Agency or its authorized representatives, and in accordance with the laws of the State of Mississippi, for which the -MDMR hereby agrees to pay, and the Contractor agrees to accept, a sum of money in current funds equal to the total value of the Work complete in place, computed by multiplying the final quantities of each item of Work by the Contract unit prices and the amounts established by the approved Schedule of Values for Lump Sum prices as stated in the Bid Form, attached hereto and made a part hereof which is estimated as being the sum of \_\_\_\_\_ (\$\_\_\_\_\_) ("Contract Sum" or "Contract Price"), in full compensation for furnishing all materials, doing of all the Work described under the Contract, as well as all loss or damage, if any, arising out of the nature of the Work.

#### ARTICLE 5-PAYMENTS

- 5.01** Contractor shall submit Applications for Payment to Engineer in accordance with Section 01 29 00 Payment Procedures and Section 01 20 00 – Measurement and Payment Procedures of the specifications. Contractor will be paid for all Work satisfactorily completed on the basis of an approved **Schedule of Values**, minus retainage in accordance with Mississippi Code § 31-5-33 (Attachment H).
- 5.02** Contractor will be paid in arrears after the rendition of services on a monthly basis on presentation of a complete and certified Application for Payment to the Engineer for Work performed pursuant to the Schedule of Values and the Contractor's Bid. Pursuant to Mississippi Code § 31-5-33, retainage in the amount of five percent (5%) shall be withheld

## COFFEE CREEK RETENTION BASIN

until the Project is certified by Contractor and the Engineer as being fifty percent (50%) complete, at which time retainage will be withheld in the amount of two and one-half percent (2.5%) for the remainder of the project and fifty percent (50%) of the retainage may be released to Contractor for proportional distributions to Contractor and its subcontractors of the retainage withheld through the first half of the Project. The final payment and remaining retainage shall be paid to Contractor when the Project is certified by Contractor, MDMR and its Engineer as having been completed. At no point shall the retainage withheld by Contractor from a subcontractor exceed the retainage withheld by MDMR from Contractor. Contractor is not required by this section to withhold a retainage from its subcontractors, particularly those that have completed their portion of the Project.

- 5.03** Contractor shall provide the Engineer with a monthly Application for Payment by the 25th of each month. Applications for Payment must be approved by the Engineer prior to being submitted to the MDMR for payment. Payments will be made by the MDMR in accordance with Mississippi Code § 31-7-305 (Attachment H). All payments are subject to the availability of funding as stated in the Terms and Conditions.
- 5.04** Upon final completion and acceptance of the Work and completion of all punch list items from the Final Inspection and approval of Project closeout requirements as defined by Section 01 77 00 – Closeout Procedures, the Engineer will recommend final payment to the MDMR. Final Payment will be made by the MDMR in accordance with Mississippi Code § 31-7-305 which will be inclusive of withheld retainage in accordance with Mississippi Code § 31-5-33.

### ARTICLE 6-CONTRACTOR'S REPRESENTATIONS

In order to induce MDMR to enter into this Agreement Contractor makes the following representations:

- 6.01** Contractor has examined and carefully studied the Contract and the other related data identified in the Contract Documents.
- 6.02** Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
- 6.03** Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishings of the Work.
- 6.04** Contractor has read and fully understands all requirements and conditions of all environmental permits that pertain to this Work.
- 6.05** Contractor has obtained all required insurance policies, payment bonds, tax bonds and performance bonds required by the Contract Documents.
- 6.06** Contractor has carefully studied all reports of explorations and tests of subsurface

## COFFEE CREEK RETENTION BASIN

conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified as “additional information” in Section 9 of the MDMR’s Terms and Conditions and Appendix A – Terracon Soil Boring Logs. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- 6.07** Contractor is aware of the general nature of the Work to be performed under this solicitation as indicated in the Contract Documents.
- 6.08** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.09** Contractor has given MDMR written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by MDMR is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, errors, ambiguities, or discrepancies have not been resolved through interpretation or clarification by MDMR for whatever reason, Contractor has included in its Bid the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost; and such is included in the Contract Price.

### ARTICLE 7-CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between MDMR and Contractor concerning the Work includes the:

- 1. Change Orders, Supplemental Agreements and/or other modifications to the Agreement;
- 2. This Agreement;
- 3. MDMR Terms and Conditions;
- 4. Any and all Addendums;
- 5. Specifications, including all Divisions and the Appendices;
- 6. Contract Drawings;
- 7. Contractor’s Bid, including all subparts, attachments and documents submitted therewith;
- 8. Notice of Award;
- 9. Notice to Proceed;
- 10. Invitation for Bids;
- 11. Performance Bond;
- 12. Payment Bond;

**COFFEE CREEK RETENTION BASIN**

**13. Tax Bond; and**

**14. Insurance Certificates and Endorsements.**

The documents listed above are attached to this Agreement (except as expressly noted otherwise above). The Contract Documents may only be amended, modified, or supplemented as provided in Sections 22 through 24 of the MDMR Terms and Conditions. In the event of a conflict in the provisions of the Contract Documents, the terms of the document listed first above shall control.

IN WITNESS WHEREOF, MDMR and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to MDMR, Contractor, and the Engineer.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_  
(Which is the Effective Date of the Agreement)

MDMR \_\_\_\_\_ Contractor \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

(CORPORATE SEAL)

Address for giving notices

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Mississippi License No. \_\_\_\_\_

\_\_\_\_\_

(If Contractor is a corporation, attach evidence of  
authority to sign).

**END OF SECTION 00 52 15**

**SECTION 01 20 00****MEASUREMENT AND PAYMENT PROCEDURES****PART 1 - GENERAL****1.01 SUMMARY**

- A.** This section includes requirements to be used for the basis of measurement and payment. The Contractor shall receive and accept the compensation provided in the Bid Form as full payment for furnishing all materials, labor, tools, and equipment for performing all operations necessary to complete the Work under the Contract. Payment for all loss or damages arising from the nature of the Work, or from the action of the elements or any unforeseen difficulties, encountered during the Work until final acceptance by MDMR will be the responsibility of the Contractor.
- B.** Bid prices for the various work items are to establish a total price for completing the Project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Form, to reflect the total price for completing the Project in its entirety, as depicted on the Construction Drawings and specified herein, unless there is a specific line item for administrative costs (e.g., Project Management, Quality Control and Safety) allocate such costs proportionally across all line items. The Contractor must include all costs for this Project to complete all work, in total, designated in the construction drawings, specifications, and Bid Form.

**1.02 SUBMITTALS**

- A.** The following submittals shall be submitted in accordance with **SECTION 01 33 00 – SUBMITTAL PROCEDURES**.
  - 1.** Schedule of Values
    - a.** The Contractor will submit a printed Schedule of Values on Contractor's standard form acceptable to MDMR in electronic printout for review and approval prior to the first Application for Payment. List payment items sequentially in the same order as they appear in the Bid Form.
    - b.** Lump sum items are to have adequate breakdown of components to facilitate evaluating completeness for payment in accordance with Section 01 29 73 - SCHEDULE OF VALUES. Breakdown components shall appear directly under the payment item heading to which they apply.
    - c.** The Contractor will revise the Schedule of Values to list approved Change Orders, with each Application for Payment. The Contractor will submit revised Schedule of Values in accordance with this Specification.

**2. Construction Schedule**

- a.** Within ten (10) days after effective date of Contract, the Contractor shall prepare and submit, to the Engineer for approval, a construction schedule in the form of a CPM progress chart. The Contractor shall indicate on the progress chart the bid items contained in the Contract showing the amount of the item and its relative weighted percentage of the total Contract. The Contractor may separate features of work under each item to show salient work elements such as procurement of materials, plants, and equipment, and supplemental work elements such as excavation, fill, etc. These salient features shall total to the cost and weighted percentages shown for the major bid item. When quantity variations impact the weighted percentages of a separate item by five percent or more, the Contractor shall revise the contract progress charts to accurately reflect the impact of such variations.
- b.** Submit copies of the updated construction schedule to the Engineer for each Application for Payment. Changes that have occurred since the last update shall be clearly marked.

**1.03 MEASUREMENT**

- A.** Measurement for Payment for this Project is based upon completion of the Work in accordance with Construction Drawings and Specifications for each of the items. Field measurements will determine the percent complete of work components when listed on the approved Schedule of Values.
- B.** The Contractor will take all measurements and compute quantities. The Engineer will verify measurements and quantities as appropriate.
- C.** The Contractor will assist the Agency by providing necessary equipment, workers, and survey personnel as required.

**1.04 BASIS FOR PAYMENT**

- A.** Unless otherwise indicated on the Contract Documents, all work indicated on the Construction Drawings and specified in the Contract Documents shall be included in the Contract Sum indicated on the Bid Form.

- B.** Prices stated in the Bid Form shall include all costs and expenses for taxes (inclusive of applicable Contractor's tax per Miss. Code Ann. § 27-65-21), labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as depicted on the Construction Drawings and specified herein. The basis of payment for an item in the amount shown in the Bid Form shall be in accordance with the description of that item provided in this Section.
- C.** The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form, the Contractor shall include the cost for that work in another applicable bid item, in order that the Bid for the project reflects the total price to be paid by the Agency for completing the Work in its entirety.
- D.** Changes in the Contract Price and Contract Time require prior authorization in writing from MDMR and the Engineer, in the form of a Change Order. The Contractor is responsible for verification of all bid quantities and to report to the Engineer any discrepancies found prior to ordering materials and/or equipment for construction.
- E.** The various major items of Work will be paid for either by 1) the quantity of the actual Work completed by the Contractor and accepted by the Engineer multiplied by the unit price or 2) a pro rata amount based on the percentage complete of any lump sum Bid Item. The Work shall include all miscellaneous and ancillary items necessary to construct a complete and functional Project.

## **1.05 SCHEDULE OF VALUES**

The below descriptions generally outline the scope of work required for those elements of the Work to be paid for under each item listed in the Bid Form. The Contractor shall submit a Schedule of Values per SECTION 01 29 73 – SCHEDULE OF VALUES and shall be consistent with SECTION 01 33 00 – SUBMITTAL PROCEDURES.

## **1.06 PAYMENT ITEMS**

### **A. Basis of Payment for Unit Price Items**

- 1.** Unit price items indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer determine payment.
- 2.** If the actual Work requires more quantities than those required by the Base Bid, the Contractor will provide the required quantities at the unit prices contracted.

**B.** Basis of Payment for Lump Sum Items - Payment for lump sum items for this Project will be made at the lump sum price named in the Contract. The contract price shall constitute full compensation for each item, including all required labor, products, tools, equipment, plant, transportation, services and incidentals, erection, application or installation of an item of the Work, overhead and profit as required to complete the item as indicated in the Construction Drawings and Specifications.

**C. Progress Payments**

- 1.** Applications for Payment shall be submitted to MDMR or the Engineer at the times specified in Article 5 of the Agreement (Section 00 52 15).
- 2.** Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by a unit price of the item. Final payment for unit price Work will be accomplished by reconciliation of Change Orders to adjust quantities on a monthly basis.
- 3.** No payment, partial, or complete, will be made for defective or rejected work.
- 4.** No separate payment will be made for additional labor and materials required for accomplishing the Project in its entirety, unless a Change Order is entered. All labor, materials, and incidental costs shall be included for payment as part of the Bid and the Contract, under the several scheduled items of the Project.

**1.07 DESCRIPTION OF WORK ITEMS AND SCHEDULE OF VALUES**

- A.** The Work items are described in order to assist the Contractor in the preparation of the Bid and to assist the Engineer in the evaluation of Bids and progress payments during construction. The Contractor shall submit a Schedule of Values containing the Work components of each Bid Item in their Bid for approval prior to the first Application for Payment for work in progress.
- B.** No separate payment will be made for any testing performed to complete the Work; costs for testing (as applicable), are included in the cost to complete the work item. Contractor shall be responsible for all scheduling, labor and costs to sample and test work performed for compliance with the contract drawings and specifications. Sampling and testing include but is not limited to; material proctors, compaction test, compressive strength test of all precast concrete. All sampling and testing shall be completed and certified by a third-party contractor approved by MDMR and/or Engineer.
- C.** Submittals are considered part of the Contractor's administrative and overhead costs. The Contractor will not be compensated separately for submittals required by these specifications or those listed on the Construction Drawings.



- D.** Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated there with shall be included in the applicable unit prices or lump-sum prices contained in the Bid Form.
- E.** For the purpose of the work items listed below, complete installation will mean the inclusion of preliminary surveying, preliminary photographic documentation, mobilization and demobilization, quality control documentation of materials, delivery of materials to the Project site, installation of materials and any ancillary components, sampling and testing of installed materials, photographic documentation, surveying during and after construction, and any overhead related items associated with Division 01 of the Contract Documents.
- F.** Below is a description of the Work listed in the Bid Form (Attachment D). This description is not intended to be a complete and all-inclusive record of the required work items. Work includes but is not limited to the following:
  - 1. Lump Sum Items: (Base Bid)**
    - a.** All costs associated with the necessary dewatering required to remove and waste the existing sediments to the grades shown within the existing basin and to allow the construction of the 500lf of wooden bulkhead as designed. All Base Bid work more accurately described and reflected on Drawing C3.
  - 2. Unit Price Items:**
    - a.** Additional Rip Rap, 3x6 Gabion Stone and/or #57 AASHTO Stone if additional quantities are needed and directed for use by the Engineer. Over excavation on the part of the contractor will not justify additional stone unless directed by the Engineer;
    - b.** Select sand fill if needed at the direction of the Engineer;
    - c.** Non-Woven (8oz) Geo Textile Fabric; and,
    - d.** Geo Grid – Tensar TX160 or equal.
  - 3. Add Alternates:**
    - a.** Add Alternate #1 – Install sidewalk and 6’ strip of sod as shown on Drawing C3
    - b.** Add Alternate #2 - Hand/light machine clearing of scrub brush and unsightly vegetation on the west bank – leave area ready to mow by others. Existing trees will be limbed up to a height of 10-12 feet.
    - c.** Add Alternate #3 – Clean and remove all built up sediment south of the retention basin weir southwards to include the entire concrete flume. This work

must be accomplished after the installation of the bulkhead and grading of the basin.

- d. Add Alternate #4 – Clean and remove all built up sediment, to include overgrown vegetation and debris, starting at the box culvert beginning at the south end of the concrete flume and continuing all the way under Highway 90 to the sand beach.

Add Alternates are all inclusive of labor, materials, equipment and mark-ups to perform the work as specified. Pricing for the Alternates will remain in effect for one hundred twenty (120) days from the date of award and will be added to the contract by change order if the work is to be accomplished.

#### **1.08 DEFECTIVE WORK**

The remediation, removal or replacement of defective work is addressed by Section 13.0 of the MDMR Standard Contract Terms & Conditions.

#### **1.09 NON-PAYMENT**

A. Notwithstanding any of the foregoing, payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable;
2. Products determined as unacceptable before or after placement;
3. Products damaged in transit, during handling, or due to improper storage;
4. Products not completely unloaded from the transporting vehicle;
5. Products placed beyond the lines and levels of the required Work;
6. Products remaining on hand after completion of the Work;
7. Removing, demolishing, and disposing of rejected Work;
8. Loading, hauling, and disposing of rejected Products;

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 01 20 00**

**SECTION 01 29 00**  
**PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This Section includes administrative and procedural requirements necessary to prepare and process applications for payments.

**1.02 RELATED SECTIONS**

- A. Sections 25 and 46 of the standard Contract Terms and Conditions
- B. Section 00 52 15 – Agreement
- C. Section 01 31 00 – Project Management and Coordination
- D. Section 01 32 00 – Construction Progress Documentation
- E. Section 01 32 33 – Photographic Documentation
- F. Section 01 33 00 – Submittal Procedures
- G. Section 01 77 00 – Closeout Procedures

**1.03 SUBMITTALS**

- A. Submit three (3) paper copies and one searchable PDF file of the Application for Payment (including updated progress schedule) to Engineer by the 25<sup>th</sup> of each month in accordance with the requirements set forth in **SECTION 00 52 15 – AGREEMENT** and **SECTION 01 33 00 – SUBMITTAL PROCEDURES**.

**1.04 FORMAT AND DATA REQUIRED**

- A. Submit applications typed on the Application for Payment form provided by the Agency/MDMR, with itemized data typed on 8-1/2" x 11" white paper continuation sheets.
- B. Provide itemized data on continuation sheet:
  - 1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Agency's Representative.

**1.05 PREPARATION OF EACH PROGRESS APPLICATION FOR PAYMENT**

- A. Application Form:
  - 1. Fill in required information, including information for Change Orders executed prior to date of submittal of application.
  - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.

3. Execute certification with signature of a responsible officer of Contractor.
  - a. Continuation Sheets:
4. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
5. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Stored materials may be allowed only in special cases and requires direct written approval from MDMR for such costs to be reimbursable prior to material installation.
6. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
7. Calculate the retainage amount in accordance with Mississippi Code 31-5-33 (Attachment H). See Article 5, Paragraph 5.02 in Section 00 52 15 – Agreement for retainage requirements.
8. Calculate the total amount due by subtracting the retainage from the total earned and previously paid.

**1.06 SUBSTANTIATING DATA FOR PROGRESS APPLICATION FOR PAYMENTS**

- A. Contractor shall submit suitable information, including the following, with a cover letter identifying:
  1. Project;
  2. Application number and date;
  3. Updated Construction Schedule in accordance with Section 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION;
  4. Construction Photographs in accordance with Section 01 32 33 – PHOTOGRAPHIC DOCUMENTATION; and
- B. Submit one (1) copy of data and cover letter for each copy of application.

**1.07 PREPARATION OF APPLICATION FOR FINAL PAYMENT**

- A. Fill in Application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01 77 00 – CLOSEOUT PROCEDURES.
- C. Submit Release of Claims Form

**1.08 SUBMITTAL PROCEDURE**

- A. Submit Application for Payment to Engineer at:

**\ (BY MAIL)**

**COVINGTON CIVIL AND ENVIRONMENTAL, LLC**

Attn: Ben Benvenuti

2510 14<sup>th</sup> Street, Ste. 1010

Gulfport, MS 39501

**\ (FOR DIRECT DELIVERY)**

**COVINGTON CIVIL AND ENVIRONMENTAL, LLC**

Attn: Ben Benvenuti

2510 14<sup>th</sup> Street, Ste. 1010

Gulfport, MS 39501

**\ (BY EMAIL)**

[bbenvenuti@cce.ms](mailto:bbenvenuti@cce.ms)

B. Number: Three paper copies and one (1) searchable PDF copy of each Application.

C. When Engineer finds Application properly completed and correct, he/she will transmit certificate for payment to MDMR.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 01 29 00**

**SECTION 01 29 73**  
**SCHEDULE OF VALUES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Procedure for submission of a certified Schedule of Values for review and approval by the Engineer and Agency/MDMR.

**1.02 RELATED SECTIONS**

- A. Attachment D – Bid Form
- B. Section 01 20 00 – Measurement and Payment Procedures
- C. Section 01 29 00 – Payment Procedures

**1.03 SUBMITTAL**

- A. The Contractor shall provide a Schedule of Values in format similar to the Engineers Joint Contract Documents Committee (EJCDC) Schedule of Value Forms.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION**

**3.01 PREPARATION**

- A. Upon receipt of the Notice of Award, Contractor shall commence preparation of a Schedule of Values for Lump Sum items and Unit Price items in accordance with the Bid Form. All items shall be broken down into location specific headings.
- B. Schedule of Values format and content shall be approved by the Engineer and Agency prior to submittal of first payment request.
- C. Contractor shall coordinate the preparation of a Schedule of Values with preparation of the Construction Schedule as set forth in Section 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION. The corresponding values from the Bid Form shall match with the approved Schedule of Values.
- D. Include the following Project identification on a certified Schedule of Values:
  - 1. Project name and location;
  - 2. Project Number;
  - 3. Contract #;
  - 4. Contractor name; and
  - 5. Date of Submittal.

- E.** The Schedule of Values shall be in an Excel format, tabular form with separate columns and shall include the following items:
  - 1.** Related Specification Section and Division;
  - 2.** Description of Work;
  - 3.** Name of Subcontractor, manufacturer or supplier;
  - 4.** Dollar value, quantity and unit of measure of each line item; and
  - 5.** Percentage of Contract amount to nearest one-hundredth percent, adjusted to total 100%.
- F.** Provide a breakdown of the Contract Amount in enough detail acceptable to Engineer and Agency/MDMR to facilitate continued evaluation of Application for Payment and progress reports.
- G.** Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each Lump Sum line item.
- H.** Temporary facilities and other cost items that are not direct cost of actual work-in-place shall be shown as separate line items.
- I.** An approved certified Schedule of Values shall serve as the basis for the monthly certified Application for Payment.
- J.** If at any time, Agency determines, in its reasonable discretion, that the Schedule of Values does not approximate the actual cost being incurred by Contractor to perform the Work, Contractor shall prepare a revised Schedule of Values, which then shall be used as the basis for future progress payments. Without changing the Contract Amount, Agency reserves the right to require Contractor:
  - 1.** To increase or decrease amounts within the line items in the Schedule of Values; and,
  - 2.** To conform the price breakdown to Agency accounting practice.

### **3.02 SUBMITTAL**

- A.** Contractor shall submit three (3) paper copies, one (1) searchable PDF digital file and one (1) digital Excel file of the Schedule of Values for review and approval at least fourteen (14) days before the first Application for Payment.
- B.** Agency will review and if necessary, return the submitted Schedule of Values with summary comments noting items not in compliance with the requirements of the Contract Documents.

- C.** Contractor shall revise the submitted Schedule of Values and return three (3) paper copies and one (1) searchable PDF digital file and one (1) digital Excel file within three (3) days of receipt of summary comments.

**END OF SECTION 01 29 73**



**SECTION 01 31 00**

**PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.01 SUMMARY:**

**1.02 THIS SECTION ADDRESSES:**

- A. General requirements;
- B. Preconstruction conference;
- C. Request for Information (RFIs);
- D. Schedule finalization meeting;
- E. Progress meetings;
- F. Pre-installation conferences; and
- G. Final Inspection.

**1.03 RELATED SECTIONS**

- A. Section 01 32 00 – Construction Progress Documentation
- B. Section 01 33 00 – Submittal Procedures
- C. Section 01 40 00 – Contractor Quality Control
- D. Section 01 77 00 – Closeout Procedures

**1.04 SUBMITTALS**

- A. Subcontract List: Prepare a digital, written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form with the required request to subcontract form provided in Attachment G:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within ten (10) days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel for the Project. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates

in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and the Engineer/Agency construction trailer, if any. Keep list current at all times.
2. Changes in key personnel shall only occur with written permission of MDMR. Engineer/Agency shall have the right of reasonable rejection and approval of staff as provided in Section 6 of the Standard Contract Terms and Conditions.
3. Engineer/Agency has the right to raise and discuss adverse issues about any staff or subcontractor employed by the Contractor.

## **1.05 PROJECT COORDINATION**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate submittals, surveying, availability of equipment, delivery of materials to ensure efficient use of resources and time management.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  1. Prepare similar memoranda for Agency and separate contractors if coordination of their Work is required.
  2. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
    - a. Preparation of Contractor's construction schedule;
    - b. Preparation of the schedule of values;
    - c. Delivery and processing of submittals;
    - d. Progress meetings;
    - e. Pre-installation conferences; and

- f. Project closeout activities.

#### **1.06 REQUEST FOR INFORMATION (RFI)**

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in a format acceptable to the Engineer.
  - 1. All RFIs must be submitted by the Contractor. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
  - 3. Do not use RFIs for any purpose other than to request additional information or interpretation of the Contract Documents.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name;
  - 2. Project number;
  - 3. Date;
  - 4. Name of Contractor;
  - 5. Name of Engineer;
  - 6. RFI number, numbered sequentially;
  - 7. RFI subject;
  - 8. Specification Section number, title and related paragraphs, as appropriate;
  - 9. Drawing number and detail references, as appropriate;
  - 10. Field dimensions and conditions, as appropriate;
  - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature; and
  - 13. Attachments: Include sketches, descriptions, measurements, photos, product data, shop drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, location and/or station number, and details of the affected area or facilities impacted by the RFI.
- C. RFI Forms: Software-generated form with substantially the same content as indicated

above, acceptable to Engineer.

1. Attachments shall be electronic files in searchable Adobe Acrobat PDF format.
2. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven (7) working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
3. The following Contractor-generated RFIs will be returned without action:
  - a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for approval of Contractor's means and methods.
  - d. Requests for coordination information already indicated in the Contract Documents.
  - e. Requests solely for adjustments in the Contract Time or the Contract Sum.
  - f. Requests for interpretation of Engineer's actions on submittals.
  - g. Incomplete RFIs or inaccurately prepared RFIs.
4. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
5. Engineer's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Order request according to the Change Order procedures in Section 22 of the Standard Contract Terms and Conditions.
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within seven (7) days of receipt of the RFI response.
6. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
  - a. Project name;
  - b. Name and address of Contractor;
  - c. Name and address of Engineer;
  - d. RFI number including RFIs that were returned without action or withdrawn;
  - e. RFI description;

- f. Date the RFI was submitted; and
  - g. Date Engineer's response was received.
7. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven (7) days if Contractor disagrees with response. Include the following:
8. Identification of related minor change in the Work, Work Change Directive, and Change Order request, as appropriate.

## 1.07 PROJECT MEETINGS

- A. General:** Schedule and conduct monthly progress meetings and/or conferences at Project site unless otherwise agreed upon with Engineer.
- 1. Attendees:** Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
  - a.** Notify Agency and Engineer of scheduled meeting dates and times five (5) days in advance.
  - b.** The Agency and/or Engineer shall be permitted to attend meetings held at the Project Site.
  - c.** Representatives of contractors, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- 2. Agenda:** Contractor will prepare the meeting agenda and distribute to all attendees.
- 3. Minutes:** Contractor will be responsible for conducting meeting and will record significant discussions and agreements achieved. Distribute the meeting minutes within five days of the meeting:
  - a.** To all participants in meetings; and,
  - b.** To Agency and Engineer.
- 4. Engineer will schedule and administer the pre-construction meeting, and specially called meetings throughout the progress of the Work. Engineer will:**
  - a.** Prepare agendas for these meetings, including items requested by Agency and Contractor;
  - b.** Notify Agency and Contractor five (5) days in advance of meeting date; and,
  - c.** Preside at such meetings.
- 5. Contractor will schedule and administer pre-installation conferences for all definable features of work. Contractor shall:**

- a.** Attend all meetings;
- b.** Arrange for the attendance of Contractor's agents, employees, subcontractors, and suppliers as appropriate to the agenda; and,
- c.** Make physical arrangements for meetings.

**B. PRECONSTRUCTION CONFERENCE**

- 1.** Engineer will schedule a conference after Notice of Award and before commencement of the Work.
- 2.** Location: A central site, convenient for all parties
- 3.** The representatives that should be in attendance include:
  - a.** Agency's Representative;
  - b.** Program Manager's Representative(s);
  - c.** Engineer and his professional consultants;
  - d.** Resident Project Representative;
  - e.** Contractor's Superintendent;
  - f.** Major Subcontractors;
  - g.** Major Suppliers; and,
  - h.** Others as appropriate.
- 4.** The agenda may include:
  - a.** Contractual matters;
  - b.** Submission of executed bonds and insurance certificates;
  - c.** Distribution of Contract Documents;
  - d.** Submission of list of subcontractors and suppliers, list of products, Schedule of Values, and progress schedule;
  - e.** Designation of key personnel representing the parties in Contract and the Engineer;
  - f.** Procedures and processing of field decisions, submittals, substitutions, applications for payments, cost proposal requests, Change Orders and Contract Closeout Procedures;
  - g.** Establishment of official date of Notice to Proceed (NTP);
  - h.** Establishment of mailing address and local office for the Contractor;

- i. Establishment of cut-off dates and payment request submittals;
  - j. CQC plan as defined in Section 01 40 00 – Contractor Quality Control;
  - k. Construction scheduling and updates;
  - l. Construction photographs and video requirements;
  - m. Environmental permit compliance during construction;
  - n. Critical work sequencing;
  - o. Major material deliveries and priorities;
  - p. Procedures for maintaining Record Documents;
  - q. Construction facilities, controls and construction aids;
  - r. Temporary utilities provided by Contractor;
  - s. All safety and first-aid procedures are responsibility of the Contractor;
  - t. Hurricane/Storm Preparedness Plan;
  - u. Security and housekeeping procedures as required by the Agency;
  - v. Procedures for testing; and,
  - w. Providing electronic design files to the Contractor.
5. The Contractor shall bring to this conference the following items in either completed or draft form:
- a. Accident Prevention Plan;
  - b. Activity Hazard Analysis;
  - c. Job Hazard Analysis for each employee classification;
  - d. Material Safety Data Sheets;
  - e. Letter appointing representatives;
  - f. List of Subcontractors;
  - g. Listing of First Aid and CPR trained personnel; and,
  - h. Work Plan.

**C. SCHEDULE FINALIZATION MEETING**

- 1. Contractor will schedule at least ten (10) days before submission of the first Application for Payment.
- 2. Location: A central site convenient for all parties.

3. The representatives that should be in attendance include:
  - a. Agency's representative;
  - b. Engineer;
  - c. Contractor; and
  - d. Others, as appropriate.
4. The suggested agenda for this meeting is:
  - a. Schedule of Values;
  - b. Construction Schedule;
  - c. Submittal Schedule; and
  - d. Questions.

**D. PROGRESS MEETINGS**

1. Contractor will schedule and administer monthly meetings throughout progress of the Work.
2. Location of the Meetings: The project field office of the Contractor, or other locations arranged for by Contractor, convenient to all parties.
3. The representatives that should be in attendance include:
  - a. Agency's Representative;
  - b. Engineer, and his professional consultants as needed;
  - c. Resident Project Representative;
  - d. Contractor's Superintendent;
  - e. Subcontractors as appropriate to the agenda;
  - f. Suppliers as appropriate to the agenda; and,
  - g. Others, as appropriate.
4. The suggested agenda for this meeting is:
  - a. Review minutes of previous meetings;
  - b. Review unresolved issues from last meeting;
  - c. Safety; and
  - d. Contractor's Construction Schedule:
    - 1) Review progress since the last meeting;



- 2) Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule;
  - 3) Determine how behind schedule activities will be expedited; secure commitments from parties involved to do so;
  - 4) Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time;
  - 5) Identification of problems which impede planned progress;
  - 6) Planned progress during succeeding work period; and.
  - 7) Make necessary revisions to construction schedule.
- e. Review of submittals schedule and status of submittals;
  - f. Review of material delivery schedules;
  - g. Access;
  - h. Site Utilization;
  - i. Temporary facilities;
  - j. Maintenance of quality and work standards;
  - k. Status of RFIs;
  - l. Status of proposal request;
  - m. Pending changes;
  - n. Status of Change Orders;
  - o. Pending claims and disputes;
  - p. Documentation of information for payment request; and,
  - q. Long-term weather conditions.

**E. PRE-INSTALLATION CONFERENCES**

1. Contractor will convene a pre-installation conference for the work required by each individual specification at work site prior to commencing work of that Section.
2. Contractor will require attendance of parties directly affecting, or affected by, work of the specific Section.
3. Contractor will notify Engineer at least four (4) days in advance of meeting date.
4. Contractor will prepare agenda, preside at conference, record minutes, and distribute copies within two (2) days after conference to participants, with two (2) copies to Engineer and Agency.

5. Review conditions of installation, preparation and installation procedures, and coordination with related work.

**F. FINAL INSPECTION**

1. Contractor shall notify the Engineer and Agency and certify that the Project is complete and request a date and time for a Final Inspection. Prior to this notification the contractor shall provide the Engineer with a copy of their completed “contractor generated” punchlist for the project.
2. Final Inspection will be conducted in accordance with the procedures identified in Section 01 77 00 CLOSEOUT PROCEDURES.

**1.08 HAZARD ANALYSIS PLAN: THE FOLLOWING ADDITIONAL ITEMS WILL BE REQUIRED UNDER THE CONTRACT:**

- A. A Job Hazard Analysis is required for each person employed on this job. Prior to beginning the job, a Job Hazard Analysis shall be prepared by the Contractor. The analysis will address the hazards in each job classification and will present the procedures and safeguards necessary to provide a safe working environment for that employee. The Contractor shall provide a means to assure that each employee has an opportunity to provide input to his/her Job Hazard Analysis and proof of employee understanding by having the employee sign a copy of his/her analysis.
- B. Contractor should assure an understanding on the part of employee and supervisor alike that no new task having potential as a hazard will be undertaken without thorough discussion between them to determine the safest means to accomplish the task. The Job Hazard Analysis will then be modified accordingly.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 01 31 00**

**SECTION 01 32 00**

**CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A.** This Section includes administrative and procedural requirements for documenting the progress of construction during the performance of the Work, including the following:
  - 1.** Startup construction schedule;
  - 2.** Contractor's construction schedule;
  - 3.** Updated construction schedule with updating report;
  - 4.** Daily construction reports;
  - 5.** Site condition reports; and
  - 6.** Special reports.

**1.02 RELATED SECTIONS**

- A.** Section 01 29 00 - Payment Procedures
- B.** Section 01 31 00 – Project Management and Coordination
- C.** Section 01 32 23 – Surveys and Layout Data
- D.** Section 01 32 33 - Photographic Documentation
- E.** Section 01 33 00 – Submittal Procedures
- F.** Section 01 35 43 – Environmental Protection
- G.** Section 01 40 00 – Contractor Quality Control
- H.** Section 01 77 00 –Closeout Procedures

**1.03 SUBMITTALS**

- A.** Format for Submittals: Submit required submittals in the following format:
  - 1.** Working electronic copy of schedule file;
  - 2.** Fully searchable PDF electronic file;
- B.** Startup construction schedule
  - 1.** Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C.** Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

- D. Contractor's Construction Schedule:** Initial schedule, of size required to display entire schedule for entire construction period.
  - 1.** Submit a working electronic copy of schedule, as described in this Section, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. Updated Construction Schedule with Updating Report:** Submit with Applications for Payment
- F. Daily Construction Reports:** Submit at weekly intervals.
- G. Site Condition Reports:** Submit at time of discovery of differing conditions.
- H. Special Reports:** Submit at time of unusual event.

#### **1.04 COORDINATION**

- A.** Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B.** Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1.** Secure time commitments for performing critical elements of the Work from entities involved.
  - 2.** Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### **PART 2 - PRODUCTS**

#### **2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. Time Frame:** Extend schedule from date established for the Notice to Proceed (NTP) to date of final completion.
  - 1.** Contract completion date shall not be changed by submission of a schedule that shows an early or later completion date, unless specifically authorized by Change Order.
- B. Activities:** Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1.** Activity Duration: Define activities so no activity is longer than thirty (30) days, unless specifically approved by Engineer.
  - 2.** Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than sixty (60) days, as separate activities in schedule.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 - SUBMITTAL PROCEDURES in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Punch List and Final Completion: Include not more than thirty (30) days for completion of punch list items and final completion. Final completion and submission of close out documents shall be within the Contract Time.
- C. Constraints:** Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work Restrictions: Show the effect of the following items (if applicable) on the schedule:
    - a. Coordination with existing construction;
    - b. Uninterruptible services;
    - c. Use of premises restrictions;
    - d. Provisions for future construction;
    - e. Seasonal variations; and
    - f. Environmental control.
  2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards;
    - b. Submittals;
    - c. Fabrication;
    - d. Deliveries;
    - e. Installation;
    - f. Tests and inspections;
    - g. Adjusting;
    - h. Curing (if applicable); and
    - i. Startup and placement into final use and operation (if applicable).
  3. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities:
- D. Milestones:** Include milestones indicated in the Contract Documents in schedule,

including, but not limited to, the Notice to Proceed, completion of bulkhead installation, flume and box culvert cleanout & final completion.

- E. Cost Correlation:** Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
  - 1. See Section 01 29 00 Payment Procedures for cost reporting and payment procedures.
- F. Upcoming Work Summary:** Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update and submit in accordance with Section 01 31 00 – Project Management and Coordination. Summarize the following issues:
  - 1. Unresolved issues;
  - 2. Unanswered Requests for Information;
  - 3. Rejected or unreturned submittals;
  - 4. Notations on returned submittals; and
  - 5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule:** When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Critical Path Identification:** The Critical Path Method (CPM) schedule should clearly identify all activities that are on the critical path.

## **2.02 STARTUP/MOBILIZATION CONSTRUCTION SCHEDULE**

- A. Bar-Chart Schedule:** Submit startup, horizontal, bar-chart-type construction schedule within seven (7) days of date established for the Notice to Proceed.

## **2.03 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)**

- A. Gantt-Chart Schedule:** Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule using Microsoft Project or similar software approved by the Agency within twenty-one (21) days of date established for the Notice to Proceed. Approval of this overall comprehensive schedule is a condition precedent for contractor payment.
- B. Preparation:** Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## **2.04 REPORTS**

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. Date of Daily Report;
  2. List of subcontractors at Project site;
  3. List of separate contractors at Project site;
  4. Actual count of all personnel at Project site;
  5. Regulatory agency or other visiting personnel at Project site;
  6. Equipment utilized including production time and downtime at Project site;
  7. Description of all construction activity performed in the last twenty-four (24) hours;
  8. High and low temperatures and general weather conditions, including presence of rain or snow, high winds, high waves, high tide and low tide;
  9. Description of any downtime, delay, quality control issue or schedule change;
  10. Accidents – including, but not limited to incidents involving people or equipment (first-aid, near miss, OSHA recordable or lost time);
  11. Meetings and significant decisions;
  12. Unusual events (see special reports);
  13. Emergency procedures (if appropriate);
  14. Orders and requests of authorities having jurisdiction;
  15. Change Orders received and implemented;
  16. Construction Change Directives received and implemented;
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## **2.05 SPECIAL REPORTS**

- A. General: Submit special reports directly to Engineer within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs

at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Agency in advance when these events are known or predictable.

### **PART 3 - EXECUTION**

#### **3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Scheduling Consultant:** Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option:** Agency may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques.
  - 2. Meetings:** Scheduling consultant or Contractor's skilled personnel shall attend meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating:** At monthly intervals, with Application for Payment, update schedule to reflect actual construction progress and activities. Issue schedule minimum of forty-eight (48) hours before each regularly scheduled progress meeting. No payment will be processed without an approved construction schedule.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made.** Issue updated schedule concurrently with the report of each such meeting within forty-eight (48) hours after such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.**
  - 3. As the Work progresses, indicate final completion percentage for each activity.**
- C. Distribution:** Distribute copies of approved schedule to Engineer, Agency, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.**
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.**



**END OF SECTION 01 32 00**

**SECTION 01 32 23**  
**SURVEYS AND LAYOUT DATA**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. The Contractor shall furnish all labor, equipment, materials, and incidentals necessary to perform surveys required to perform the Work as detailed in the Construction Drawings. The Work includes, but is not limited to, construction layout surveys, quality control surveys, partial payment surveys, and as-built surveys and drawings. Reference benchmarks and coordinates are provided on the construction drawings for reference.

**1.02 RELATED SECTIONS**

- A. Section 01 20 00 - Measurement and Payment Procedures
- B. Section 01 33 00 - Submittal Procedures
- C. Section 01 35 43 - Environmental Protection
- D. Section 01 77 00 – Closeout Procedures

**1.03 SUBMITTALS**

- A. As-built surveys: Upon Project completion and before submitting the final Application for Payment, the Contractor shall submit to the Engineer drawings showing as-built conditions of the site. The as-builts will highlight any deviations to the Construction Drawings and shall include the following:
  - 1. Field changes of dimension and detail;
  - 2. Changes made by Change Order or other Modifications; and,
  - 3. Details not on original Project Drawings.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION**

**3.01 GENERAL**

- A. The Contractor shall complete the layout of the Work and shall be responsible for all final field measurements and connections; and,
- B. The Contractor shall establish and maintain quality control for survey operations to assure compliance with contractual requirements and maintain records of its quality control for qualification of survey personnel, and the accuracy and completeness of required survey work.

**3.02 PRE-CONSTRUCTION SURVEY**

- A. The Contractor must verify the location of all utilities prior (throughout the entire project length) to construction. The Contractor is strictly responsible for repair of any and all damages related to utilities as a result of this Project construction.

**3.03 TOLERANCE(S)**

- A. All lines and grades associated with the installation of the bulkhead shall be accomplished within normal industry tolerances and be visibly pleasing to the eye.

**3.04 As-Built Survey**

- A. Final as-built surveys shall locate, by means of GPS coordinates and corresponding grade, the entire perimeter of the top of the bulkhead, as well as the edge of water where no bulkhead exists. Basin depths & profiles must also be provided on the final as-built survey.

**END OF SECTION 01 32 23**

**SECTION 01 32 33**

**PHOTOGRAPHIC DOCUMENTATION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This Section addresses the requirement to take and produce construction record photographs during the course of the Work.
- B. Digital Photography is required. Film photography is not acceptable.
- C. The employment of competent photographer to take construction record photographs periodically during course of the Work is required

**1.02 RELATED DOCUMENTS**

- A. Section 01 29 00 – Payment Procedures
- B. Section 01 33 00 – Submittal Procedures
- C. Section 01 77 00 – Closeout Procedures

**1.03 STILL PHOTOGRAPHY REQUIRED**

- A. Take a minimum of five (5) daily photographs of construction activities as necessary to document daily construction progress. The intent is for digital photos to be kept as a project record. Digitally record (video) all existing site conditions prior to starting any work. – contractor should note that additional specific photo's may be required during this phase depending on conditions encountered. Digitally record all construction progress as the bulkhead and sediment removal operations are being constructed and backfilled.
- B. Digital photographs shall be submitted on suitable electronic media or uploaded to project site server at the Engineers option. Organization, cataloguing and files of pictures must be approved by Engineer.
- C. Digital photographs shall be a resolution of ten (10) megapixels or greater.
- D. Submitted digital media and photos become the property of Agency.

**1.04 COSTS OF PHOTOGRAPHY**

- A. Contractor is responsible for the costs for specified photography and printing.

**1.05 DELIVERY OF PHOTOS**

- A. Contractor will submit digital photos to the Engineer with monthly pay requests or within fifteen (15) days of photo date (whichever occurs sooner).

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION**

**3.01 TECHNIQUE**

- A.** Presentation of Still Photography. The information/data provided with the digital still photography shall include:
  - 1. Date of image;
  - 2. Location of images corresponding to plan location.
  - 3. Direction of image (N, S, E, W, NE, NW, SE, SW).
- B.** Exposure and Focus. The photography shall be taken with the appropriate exposure and focus.
  - 1. Aerial Images and Aerial Videos:
    - a. Two final aerial views of the completed project will be chosen by the engineer from four (4) different positions (NE, SE, NW, SW). Two sets will be required to be professionally printed in color (size 24"x 32") and mounted on foam core for turnover to the owner.
  - 2. Video imagery shall be at 1080p resolution with a shutter speed no slower than thirty (30) frames/sec.
  - 3. Video imagery shall use high quality lenses that produce clear and sharp images with a focal length that allows collected images to extend no more than 30 feet outside the construction zone. If a fixed lens is used, the height above sea level can be used to ensure that the cross section of the video does not exceed more than 30 feet outside the construction zone.

**3.02 VIEWS REQUIRED**

- A.** Photograph shall be taken from locations to adequately illustrate the condition of construction and the state of the Project.

**3.03 PROJECT RECORD**

- A.** Contractor shall submit a binder of stored CD/DVDs containing digital photos, for project records collated in chronological order of project with date headings for groups of photos or videos.
- B.** Contractor shall submit three copies of CD or DVD of all photos and videos, grouped by date and location.
- C.** Engineer will distribute, after review:
  - 1. One (1) copy of each view to Agency;
  - 2. One (1) copy of each view to Engineer's file; and

## **COFFEE CREEK RETENTION BASIN**

- 3.** One (1) copy of each view returned to Contractor for inclusion in Project Record Document.

**END OF SECTION 01 32 33**

**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data Samples, and other submittals.

**1.02 RELATED DOCUMENTS**

- A. 01 29 00 – Payment Procedures
- B. 01 32 00 – Construction Progress Documentation
- C. 01 40 00 – Contractor Quality Control
- D. 01 77 00 – Closeout Procedures

**1.03 SUBMITTALS**

- A. Submittal Schedule: The Contractor shall submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

**1.04 QUALITY ASSURANCE**

- A. Coordination: The Contractor will coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity;
  - 2. Submit submittal items required for each Specification Section concurrently;
  - 3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination;
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received;
  - 4. Initial Review: Allow seven (7) working days for initial review of each submittal. Submittals which require coordination of subsequent submittals will not be reviewed until all pertinent submittals are provided;

5. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal;
6. Resubmittal Review: Allow seven (7) working days upon Engineer's receipt of resubmittal for review of each resubmittal;
7. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form; and,
8. Name file with submittal number or other unique identifier, including revision identifier – numbering system and identifiers will be mutually acceptable to the Contractor and MDMR.
9. Transmittal Form for Electronic Submittals shall be in color format and be fully searchable: Use electronic form, containing the following information:
  - a. Project name;
  - b. Date;
  - c. Name and address of Engineer;
  - d. Name of Contractor;
  - e. Name of firm or entity that prepared submittal;
  - f. Names of subcontractor, manufacturer, and supplier;
  - g. Category and type of submittal;
  - h. Revision number of submittal along with submittal dates of previous submittals;
  - i. Submittal purpose and description;
  - j. Specification Section number and title;
  - k. Related physical samples submitted directly;
  - l. Indication of full or partial submittal;
  - m. Remarks;
  - n. Identify options requiring selection by the Agency/Engineer; and
  - o. Identify on separate page any clarification required by the Engineer and any deviations from the Contract Drawings and Contract Documents;
10. Furnish at least three (3) copies and one (1) searchable PDF copy of each submittal to the Engineer. Provide additional submittals if additional copies are needed for suppliers or subcontractors. Copies of the submittal will be retained for the Engineer (2), and Agency, with the remaining copies returned to the Contractor.

## **PART 2 - PRODUCTS**



**2.01 MATERIAL SUBMITTAL PROCEDURES**

- A. Shop Drawings:** The Contractor shall prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- 1.** Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a.** Identification of products;
    - b.** Schedules;
    - c.** Compliance with specified standards;
    - d.** Notation of coordination requirements;
    - e.** Notation of dimensions established by field measurement;
    - f.** Relationship and attachment to adjoining construction clearly indicated; and
    - g.** Seal and signature of professional engineer if specified.
  - 2.** Identify shop drawing details by reference to sheet and detail, or schedule shown on contract drawings.
  - 3.** Make drawings accurate to a scale with sufficient detail to show the kind, size, arrangement and function of component materials and devices.
  - 4.** Minimum sheet size is 8.5" X 11".
  - 5.** Fabrication drawing size shall be 11" X 17" which shall be folded to 8.5" X 11" size.
  - 6.** If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 7.** Mark each copy of each submittal to show which products and options are applicable.
  - 8.** Include the following information, as applicable:
    - a.** Manufacturer's catalog cuts;
    - b.** Standard color charts; and
    - c.** Statement of compliance with specified referenced standards.
  - 9.** Submit Product Data before or concurrent with Samples.
  - 10.** Submit Product Data in the following format:
    - a.** Electronically; and

- b.** Physical samples as necessary
- 11.** Identification: Attach label on unexposed side of Samples that includes the following:
  - a.** Generic description of Sample;
  - b.** Product name and name of manufacturer;
  - c.** Sample source;
  - d.** Number and title of applicable Specification Section; and
  - e.** Specification paragraph number and generic name of each item.
- 12.** Provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
- 13.** Disposition: Maintain sets of approved Samples at Project site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a.** Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b.** Samples not incorporated into the Work, or otherwise designated as Agency's property, are the property of Contractor.

## **2.02 SCHEDULE OF VALUES SUBMITTAL**

- A.** Contractor shall submit a Schedule of Values for all Lump Sum items in accordance with Specification 01 29 73 – SCHEDULE OF VALUES.
- B.** Approval of Schedule of Values must be approved by the Engineer/Agency prior to submittal of first payment request.

## **2.03 PAYMENT REQUEST**

- A.** Three (3) paper copies and one (1) searchable PDF copy of each payment request must be submitted on the Application for Payment forms provided by or approved by the Agency.
- B.** Each payment request shall include the following:
  - 1.** Payment form provided by the Agency;
  - 2.** Updated Construction Schedule with updating report in accordance with Section 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION;
  - 3.** Photographic Documentation in accordance with Section 01 32 33 –

PHOTOGRAPHIC DOCUMENTATION; and

**2.04 OTHER SUBMITTALS**

- A. The Contractor shall also provide the following submittals:
1. Certificates of insurance;
  2. Surety bonds;
  3. List of proposed subcontractors;
  4. List of proposed products;
  5. Construction Progress Schedule;
  6. Submittal register;
  7. Health and safety plan;
  8. Work plan;
  9. Surveying Plan;
  10. Quality control plan; and
- B. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 –PROJECT MANAGEMENT AND COORDINATION.
- C. Test and Inspection Reports and Schedule of Test and Inspection Submittals: Comply with requirements specified in Section 01 40 00 – CONTRACTOR QUALITY CONTROL.
- D. Closeout Submittals: Comply with requirements specified in Section 01 77 00 – CLOSEOUT PROCEDURES.
- E. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

**PART 3 - EXECUTION**

**3.01 CONTRACTOR'S REVIEW**

- A. Submittals: The Contractor shall review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents, note corrections and field dimensions, and mark with an approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance Material Submittals: See requirements specified in Section 01 77 00 - CLOSEOUT PROCEDURES.
- C. Approval Stamp: Prior to submitting submittals to Engineer and Agency, stamp each

submittal with the submittal stamp. Each submittal must include:

1. Project Name;
2. Submittal Number and Revision Number;
3. Specification Section; and
4. Contractor's approval and statement certifying that submittal has been reviewed and checked and approved for compliance with the Contract Documents. Incomplete submittals will be returned to the Contractor.

**D. Submittal Log to be Maintained by Contractor:**

1. Maintain an accurate submittal log for duration of the Work showing current status of all submissions;
2. Show submittal number, section number, section title, submittal description dates and disposition of submittal; and
3. Make submittal log available to Engineer for Engineer's review upon request.

**3.02 ENGINEER'S DUTIES**

**A.** The Engineer will review submittals in accord with approved submission schedule, provided that each submittal has been called for by the Contract Documents and is stamped by Contractor as indicated above.

1. No extensions of time are allowed due to Engineer's delay in reviewing submittals unless all the following criteria are met:
  - a. Contractor has notified Engineer in writing that timely review of particular submittal in question is critical to the progress of the Work and Contractor has identified the requested submittal return date;
  - b. Engineer has failed to return submittal within fourteen (14) working days of receipt of the submittal or receipt of said notice, whichever is later;
  - c. Contractor demonstrates that delay in progress of the Work was directly attributable to Engineer's failure to return submittal within fourteen (14) working days; and
  - d. Contractor demonstrates that submittal was submitted on schedule and that submittal review is on an item that is on the critical path as defined by the construction schedule provided in Section 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION.
2. No extensions of time are allowed due to delays in progress of the Work caused by rejection and subsequent resubmission of data, including multiple resubmissions.

3. Engineer's review shall not extend to means, methods, techniques, sequences, operations of construction, and safety precautions and programs incidental thereto. No information regarding these items will be reviewed whether or not included in submittals.
  4. In the event that Engineer will require more than fourteen (14) working days to perform review, Engineer shall so notify Contractor.
- B.** The Engineer will review drawings and data submitted only for general conformity with Contract Documents.
1. Engineer's review of drawings and data returned marked "No Exceptions Taken" or "Exceptions Noted" does not indicate a thorough review of all dimensions, quantities, and details of material, equipment device or items shown;
  2. Engineer's review does not relieve Contractor of responsibility for errors, omissions or deviations nor responsibility for compliance with the Contract Documents;
  3. The Engineer will consider and review only those deviations from the Contract Documents clearly identified as such on the submittal and tabulated on the Contractor's transmittal sheet.
- C.** The Engineer may return submittals unviewed to Contractor for distribution or for resubmission when:
1. The submittal was previously returned to the Contractor and no apparent changes have been made to the original submittal;
  2. The submittal was provided by a subcontractor, supplier or manufacturer; or
  3. The submittal is not required by the specific technical specification or contract documents.
- D.** The Engineer will affix a stamp and indicate the approval for submittal or resubmission requirements with the following stamp:

☐ NO EXCEPTIONS TAKEN

☐ EXCEPTIONS NOTED

☐ REVISE & RESUBMIT

☐ REJECTED

This review was performed only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Modifications or comments made on the shop drawings and product data during this review do not relieve Contractor from responsibility for compliance with the requirements of the plans and specifications. Contractor is responsible for: dimensions and quantities; information that pertains solely to the fabrication processes or to the means, methods, of construction; coordination of the work of all trades.

**Covington Civil and Environmental, LLC**

Date \_\_\_\_\_ By \_\_\_\_\_

### 3.03 DISPOSITION OF SHOP DRAWINGS AND PRODUCT DATA

#### A. "No Exceptions Taken": Approved with No Corrections Noted

1. One (1) copy sent to Agency;
2. One (1) copy sent to Program Manager;
3. One (1) copy sent to Resident Project Representative;
4. One (1) copy retained in Engineer's file;
5. Remaining copies returned to Contractor for his use;
  - a. One (1) copy to be kept on file at Contractor's office at job site;
  - b. Remaining copies for Contractor's office file, suppliers, or subcontractors;
6. No corrections or comments noted on the submittal or on a Submittal Response Summary Sheet;
7. Issues or miscellaneous comments pertaining to other related items of the Work may be included in transmittal letter; and
8. Resubmission not required.

#### B. "Exceptions Noted": Approved with Corrections Noted:

1. One (1) copy sent to Agency;
2. One (1) copy sent to Program Manager;
3. One (1) copy sent to Resident Project Representative;
4. One (1) copy retained in Engineer's file;

5. Remaining copies returned to Contractor for his use; and
  6. Comply with corrections or comments as noted on the submittal or on a Submittal Response Summary Sheet.
  7. Resubmission not required.
- C. "Revise and Resubmit": Incorrect information provided or Significant Information Still Required:
1. One (1) copy sent to Program Manager;
  2. One (1) copy sent to Resident Project Representative;
  3. One (1) copy retained in Engineer's file;
  4. All remaining copies returned to Contractor for revision and re-submittal;
  5. Copy of transmittal letter and/or Submittal Response Summary Sheet sent to Agency. A "No Exceptions Taken" or "Exceptions Noted" submittal will be forwarded to Agency after review per above disposition requirements;
  6. Submittal is either: incorrectly annotated; specific comments need to be addressed and incorporated in re-submittal; and/or additional information may be required as noted on the submittal or on a Submittal Response Summary Sheet;
  7. Submitted information may not include or address specific item required per the specification as identified on the submittal or on a Submittal Response Summary Sheet;
  8. Specific information related to identified item may be required for final approval of submittal; and
  9. Resubmission of entire submittal may be required or resubmission of specific item may be required as identified on the submittal or on a Submittal Response Summary Sheet.
- D. "Rejected": Returned for Correction:
1. One (1) copy sent to Program Manager;
  2. One (1) copy sent to Resident Project Representative;
  3. One (1) copy retained in Engineer's file;
  4. All remaining copies returned to Contractor;
  5. Copy of transmittal letter and/or Submittal Response sent to Agency;
  6. Contractor required to resubmit complete submittal package in accordance with Contract Documents;

7. Submittal does not comply with provisions of Contract Documents as noted on the submittal or on a Submittal Response Summary Sheet; and
8. Resubmission required.

**3.04 DISPOSITION OF SAMPLES**

**A. "No Exceptions Taken": Approved with No Corrections Noted:**

1. One (1) sample sent to Agency;
2. One (1) sample sent to Program Manager;
3. One (1) sample sent to Resident Project Representative;
4. One (1) sample retained in Engineer's file;
5. Acknowledgement: Copy of transmittal letter sent to Contractor; and
6. Resubmission not required.

**B. "Exceptions Noted": Approved with Corrections Noted:**

1. One (1) sample sent to Agency;
2. One (1) sample sent to Program Manager;
3. One (1) sample sent to Resident Project Representative;
4. One (1) sample retained in Engineer's file;
5. Acknowledgement: Copy of transmittal letter sent to Contractor;
6. Work performed or products furnished to comply with exceptions noted in acknowledgement; and
7. Resubmission not required.

**C. "Rejected": Returned for Correction:**

1. One (1) sample retained in Engineer's file;
2. One (1) sample sent to Program Manager;
3. Remaining samples sent to Contractor for resubmittal and compliance with the Contract Documents as noted in transmittal letter;
4. Copy of transmittal letter sent to Agency; and
5. Resubmission required.

**END OF SECTION 01 33 00**



**SECTION 01 35 29**

**SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 REFERENCES**

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
1. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
  2. ANSI A10.32 Personal Fall Protection - Safety Requirements for Construction and Demolition Operations
  3. ANSI Z359.1 (1992; R 1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components
  4. ANSI/ASSE A10.34 (2001) Protection of the Public on or Adjacent to Construction Sites
  5. ASME INTERNATIONAL (ASME)
  6. ASME B30.22 (2005) Articulating Boom Cranes
  7. ASME B30.5 (2004) Mobile and Locomotive Cranes
  8. NFPA 10 (2002) Portable Fire Extinguishers
  9. U.S. ARMY CORPS OF ENGINEERS (USACE)
  10. EM 385-1-1 (2003) Safety -- Safety and Health Requirements
  11. 29 CFR 1910.146 Permit-required Confined Spaces
  12. 29 CFR 1926 Safety and Health Regulations for Construction
  13. 29 CFR 1926.500 Fall Protection

**1.02 SUBMITTALS**

- A. Preconstruction Submittals. Prior to construction commencing, the Contractor shall provide an Accident Prevention Plan (APP), Activity Hazard Analysis (AHA); Current Crane Certifications, Critical Lift Plan if necessary; proof of qualification for Crane Operators and Test Reports.
- B. Reports. Contractor shall submit reports, in accordance with the requirements of the paragraph entitled, "Reports," including:
1. Accident Reports;
  2. Monthly Exposure Reports;

3. Crane Reports;
4. Confined Space Entry Permit; and
5. Current crane certifications

### **1.03 DEFINITIONS**

- A. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.
- B. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.
- C. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:
  1. Death, regardless of the time between the injury and death, or the length of the illness;
  2. Days away from work (any time lost after day of injury/illness onset);
  3. Restricted work;
  4. Transfer to another job;
  5. Medical treatment beyond first aid;
  6. Loss of consciousness; or
  7. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

### **1.04 REGULATORY REQUIREMENTS**

- A. In addition to the detailed requirements included in the provisions of this Contract, work performed shall comply with USACE EM 385-1-1, and the following federal, state, and local, laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work.
- B. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply. The safety manuals identified in this specification are to be considered minimum requirements. It is the responsibility of the Contractor to identify and comply with any and all safety regulations.

### **1.05 SITE QUALIFICATIONS, DUTIES AND MEETINGS**

- A. Personnel Qualifications

**1. Competent Person**

- a.** Contractor shall provide a competent person for all work activities including confined space meeting the definition and requirements of EM 385-1-1.

**2. Crane Operators**

- b.** At a minimum, crane operators shall meet the requirements in USACE EM 385-1-1, Section 16. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

**B. Personnel Duties**

**1. Superintendent, or designated competent person, shall:**

- a.** Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.
- b.** Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.
- c.** Maintain applicable safety reference material on the job site.
- d.** Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
- e.** Implement and enforce accepted APPS and AHAs.
- f.** Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
- g.** Ensure sub-contractor compliance with safety and health requirements.

- 2.** Failure to perform the above duties will result in dismissal of the superintendent and/or designated representative, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

**C. Meetings**

**1. Preconstruction Conference**

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the Project shall attend the preconstruction conference. This includes the project superintendent, designated competent person, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).
- b. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and MDMR as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.
- c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

## 2. Safety Meetings

- a. Shall be conducted and documented as required by EM 385-1-1. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

### 1.06 ACCIDENT PREVENTION PLAN (APP)

- A. The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and shall address any unusual or unique aspects of the Project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific.
- B. MDMR considers the Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the Contract and the penalties

for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

- C.** Once accepted by Engineer, the APP and attachments will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP will be cause for stopping of work, at the discretion of MDMR, until the matter has been rectified.
- D.** Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of MDMR, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify MDMR within twenty-four (24) hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSE A10.34,) and the environment.
- E.** Copies of the accepted plan will be maintained at MDMR's Representative's office and at the job site. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the Contract.
- F.** Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.
  - 1.** EM 385-1-1 Contents
    - a.** In addition to the requirements outlined in Appendix A of USACE EM 385-1-1, the following is required of the Contractor:
      - 1)** Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this Project to include the designated competent person, superintendent and any other qualified personnel. The duties of each position shall be specified.
      - 2)** Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation

and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

- 3) **Confined Space Entry Plan.** Develop a confined space entry plan in accordance with USACE EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other federal, state and local regulatory requirements identified in this Contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by Contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)
- 4) **Crane Critical Lift Plan.** Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks.
- 5) The plan shall be submitted fifteen (15) calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.C.18. and the following:
  - a) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).
- 6) **Fall Protection and Prevention (FP&P) Plan.** The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan shall be included in the Accident Prevention Plan (APP).

**1.07 ACTIVITY HAZARD ANALYSIS (AHA)**

- A. The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least fifteen (15) calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.
- B. The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.
- C. The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the Contractor, its suppliers or subcontractors and provided to MDMR.

**1.08 SITE SAFETY REFERENCE MATERIALS**

- A. Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

**1.09 EMERGENCY MEDICAL TREATMENT**

- A. Contractors will arrange for their own emergency medical treatment. MDMR has no responsibility to provide emergency medical treatment.

**1.10 REPORTS****A. Accident Reports**

- 1. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, within five (5) calendar days of the accident.

**B. Accident Notification**

- 1. Notify MDMR as soon as practical, but not later than 30 minutes, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident.
- 2. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site

until the MDMR investigation team arrives on-site and an investigation is conducted.

**C. Crane Reports**

1. Submit crane inspection reports required in accordance with USACE EM 385-1-1 and as specified herein with Daily Reports of Inspections.

**1.11 HOT WORK**

- A. The Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal “Hot Work”. All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any “Hot Work” done at this activity.
- B. When starting work in the facility, Contractor shall require its personnel to familiarize themselves with the location of the nearest fire extinguishers and place in memory the emergency fire department phone number.
- C. Obtain services from a NFPA Certified Marine Chemist for “HOT WORK” within or around flammable materials (such as fuel systems, welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, vaults, etc.) that have the potential for flammable or explosive atmospheres, if required.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION**

**3.01 CONSTRUCTION AND/OR OTHER WORK**

- A. The Contractor shall comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, Federal and/or State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard shall prevail.
  1. Corps of Engineers Safety and Health Requirements Manual. All Contractors must comply with the Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1 in effect on date of solicitation.
  2. Hazardous Material Exclusions
    - a. Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. MDMR, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.



### 3.02 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

A. The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

#### 1. Training

a. The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

#### 2. Fall Protection Equipment and Systems

a. The Contractor shall enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Employees shall be protected from fall hazards as specified in EM 385-1-1, Section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, Paragraphs 05.H. and 05.I. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500, Subpart M, USACE EM 385-1-1 and ANSI A10.32.

#### b. Personal Fall Arrest Equipment

1) Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and

carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

### **3. Horizontal Lifelines**

- a.** Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500).

### **4. Guardrails and Safety Nets**

- a.** Guardrails and safety nets shall be designed, installed and used in accordance with EM 385-1-1 and 29 CFR 1926 Subpart M.

### **5. Rescue and Evacuation Procedures**

- a.** When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

## **3.03 EQUIPMENT**

### **A. Material Handling Equipment**

- 1.** Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
- 2.** The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.
- 3.** Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

### **B. Weight Handling Equipment**

- 1.** Cranes and derricks shall be equipped as specified in EM 385-1-1, section 16.

2. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturer's recommended procedures.
3. Under no circumstance shall a Contractor make a lift at or above ninety (90) percent of the cranes rated capacity in any configuration.
4. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.
5. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.
6. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.
7. All employees shall be kept clear of loads about to be lifted and of suspended loads.
8. The Contractor shall use cribbing when performing lifts on outriggers.
9. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
10. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
11. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by MDMR.
12. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by MDMR personnel.
13. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).
14. Equipment and Mechanized Equipment
15. Proof of qualifications for operator shall be kept at the Project site for review.

16. Manufacture specifications or owner's manual for the equipment shall be on-site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Such additional safety precautions or requirements shall be incorporated into the AHAs.

### **3.04 EXCAVATIONS**

- A. The competent person shall perform soil classification in accordance with 29 CFR 1926.

1. Utility Locations

- a. Prior to digging, the appropriate digging permit must be obtained. All underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department. Any markings made during the utility investigation must be maintained throughout the contract.

2. Utility Location Verification

- a. The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Digging within 0.061 m (2 feet) of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

### **3.05 ELECTRICAL**

- A. Conduct of Electrical Work

1. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

- B. Portable Extension Cords

1. Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

### **3.06 WORK IN CONFINED SPACES**

- A. The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6). Any potential for a hazard in the confined space requires a permit system to be used. The entry and monitoring procedures shall include:
  1. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
  2. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
  3. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

**END OF SECTION 01 35 29**

**SECTION 01 35 43**

**ENVIRONMENTAL PROTECTION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A.** This Section covers prevention of environmental pollution and damage as the result of construction operations under this Contract and for those measures set forth in other technical requirements of the Contract Specifications. For the purpose of this Specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents, which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.
- B.** Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. Contractor shall record on daily quality control reports or attachments thereto, any problems in complying with laws, regulations and ordinances, and corrective actions taken.

**1.02 RELATED SECTIONS:**

- A.** Section 01 20 00 - Measurement and Payment Procedures
- B.** Section 01 29 00 – Payment Procedures
- C.** Section 01 32 00 - Construction Progress Documentation
- D.** Section 01 33 00 - Submittal Procedures
- E.** Section 01 40 00 - Contractor Quality Control

**1.03 SUBMITTALS**

- A.** The following submittals shall be submitted by the Contractor in accordance with **SECTION 01 33 00 SUBMITTAL PROCEDURES.**
  - 1.** Environmental Protection Plan - After the contract is awarded, prior to the commencement of the work, the Contractor shall meet with the Engineer, or his representative, and discuss the proposed environmental protection plan. The meeting shall develop mutual understanding relative to details of environmental protection, including required reports and measures to be taken should the Contractor fail to provide adequate protection in an adequate and timely manner.

Not more than fourteen (14) days after the meeting, the Contractor shall submit for approval his proposed environmental protection plan.

2. SWPPP and SCNOI - Contractor shall prepare and submit to Engineer a SWPPP and SCNOI in accordance with MDEQ standards for the project.
- SUBCONTRACTORS**

#### **1.04 SUBCONTRACTORS**

- A. Assurance of compliance with this section by subcontractors will be the responsibility of Contractor.

#### **1.05 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL**

- A. Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to insure adequate and continuous environmental pollution control. Quality Control and supervisory personnel shall be thoroughly trained in the proper use of monitoring devices and abatement equipment, and shall be thoroughly knowledgeable of federal, state, and local laws, regulations, and permits as listed in the EPP submitted by Contractor. Quality Control personnel will be identified in the Quality Control Plan submitted in accordance with **SECTION 01 40 00 - CONTRACTOR QUALITY CONTROL**.

#### **1.06 NONCOMPLIANCE**

- B. The Engineer or CQC System Manager will notify the Contractor of any observed noncompliance. The Contractor shall, after receipt of such notice, inform the Engineer of proposed corrective action and take such action as may be approved. Corrective actions shall be in compliance with the aforementioned federal, state, or local laws or regulations, permits and other elements of the Contractor's EPP. If the Contractor fails to comply promptly, the Engineer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.
- C. Monitoring of permit and/or regulation compliance by the Engineer is for the sole benefit of the Agency and shall not relieve the Contractor of the responsibility of knowing and complying with all local, state, and federal laws and regulations concerning the protection of environmental resources, nor does it relieve the Contractor of the responsibility of ensuring that all environmental permit requirements governing the project work are met.
- D. The Contractor shall notify the Engineer immediately, in writing, of the occurrence of environmental incidents and also include in the Daily Progress Report in accordance

with **SECTION 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION.**

**PART 2 - PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - PART 3 - EXECUTION**

**3.01 PROTECTION OF ENVIRONMENTAL RESOURCES**

- A. General - For Contract work, the Contractor shall comply with all applicable federal, state, and local laws and regulations. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. Contractor shall confine his activities to areas defined by the Drawings and Specifications. Environmental protection shall be as stated in the following paragraphs. Failure to meet the requirements of these Specifications for environmental protection may result in Work stoppages or termination for default. No part of the time lost due to any such Work stoppages shall be made the subject of claims for extensions of time or for excess costs or damages by Contractor. If Contractor fails or refuses to promptly repair any damage caused by violation of provisions of the Contract Documents, the Agency may have the necessary Work performed and charge the cost thereof to Contractor.

**3.02 PRESERVATION AND RECOVERY OF HISTORIC, ARCHEOLOGICAL, AND CULTURAL RESOURCES**

- A. Inadvertent Discoveries - If, during construction activities, Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to Engineer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.
- B. Claims for Downtime due to Inadvertent Discoveries - Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the Contractor shall seek to continue work well away from, or otherwise protectively avoiding, the area of interest, or in some other manner that strives to continue productive activities in keeping with the Contract. Should an inadvertent discovery be of the nature that substantial impact(s) to the work schedule are evident; such delays shall be coordinated with the Engineer.

**3.03 PROTECTION OF WETLANDS**

- A. The Contractor shall protect all wetland adjacent to the work area from his operations. There shall be no storage of tools or materials within wetlands, along the shoreline in the littoral zone, or elsewhere within waters of the state except as specified in the



project Specifications and/or Drawings.

### **3.04 PROTECTION OF LAND RESOURCES**

- A.** Before beginning any construction, Contractor shall identify all land resources to be preserved within Contractor's work area. Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms outside of the clearing limits specified in the Drawings and Specifications without special permission from Engineer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following paragraphs.
- B.** Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.
- C.** Solid wastes (excluding clearing debris) shall be placed in containers that are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off the properties within the project limits and dispose of it in compliance with federal, state, and local requirements for solid waste disposal. Discarded materials other than those that can be handled in the solid waste category will be handled as directed by the Engineer.
- D.** Fuel dispensers shall have a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners right below the bib. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground or water takes place. Pans shall be cleaned by an approved method immediately after every dispensing of fuel and wastes disposed of offsite in an approved area. Contractor shall select and implement controls and procedures to minimize leaking or spilling of fuels during fueling of vehicles or equipment. Should any spilling of fuel occur the Contractor shall immediately recover the contaminated ground and/or water and dispose of it offsite in an approved area.
- E.** Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, state, and local regulations.
- F.** Discarded materials other than those that can be included in the solid waste category shall be handled as directed.

### **3.05 PROTECTION OF WATER RESOURCES**

- A.** The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and groundwaters. The Contractor shall conduct

his operations in a manner to minimize erosion and turbidity, and shall conform to all water quality standards as required by the permits and all other relevant Federal, State and local regulatory criteria. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities that are included in this Contract. In the event of unforeseen conditions, the Engineer may require the use of control features or methods other than those indicated or proposed by the Contractor.

- B.** No creosote material shall be used in construction.
- C.** No construction debris, refuse, or unauthorized fill material shall be allowed to enter coastal wetlands or waters.
- D. Oil and Fuel Spill Prevention**
  - 1.** Contractor will prevent oil or other hazardous substances from entering the ground, drainage, or local bodies of water. Contractor will provide containment, diversionary structures, or equipment to prevent discharged oil from reaching a watercourse. Contractor will take immediate action to contain and clean up any spill of oily substances, petroleum products, and hazardous substances. Contractor will immediately report such spills to the Engineer. Contractor will provide one or more of the following preventive systems at each oil storage site. The provision of such preventive systems shall be approved by the Engineer prior to tank installation and use.
    - a.** Dikes, berms, retaining walls, culverts, curbs, gutters, or other similar structures shall be capable of containing the contents of the largest single tank.
    - b.** Absorbent materials shall be capable of absorbing the contents of the largest single tank.
  - 2.** Oil or Fuel Storage Tank Installation: All storage tank installation shall be constructed so that a secondary means of containment is provided for the entire contents of the tanks installed. Dikes and other structures shall be positioned or located so as to provide a secondary containment identical to that required for non-mobile storage tanks. Storage tanks shall be located where they will not be subject to flooding or washout. When it is determined that the installation of containment structures or equipment to prevent discharged oil from reaching a watercourse is not practicable, a clear demonstration of such impracticability shall be submitted to the Engineer for approval prior to installation or use of the storage tank. The following shall also be provided to the Engineer for approval prior to installation use of the storage tank:
    - a.** An oil spill contingency plan, either contained within or separate from the EPP.

- b.** A written certification of commitment of manpower, equipment, and materials required to expeditiously control and remove the discharge oil.
- 3.** Liabilities: Contractor shall be liable for the damage caused by oil or fuel spills when it can be shown that the oil or fuel was discharged as a result of negligence or willful misconduct. The penalty for failure to report the discharge of oil or fuel shall be in accordance with state and federal laws.

### **3.06 PROTECTION OF FISH AND WILDLIFE RESOURCES**

- A.** Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish, shellfish beds, migratory birds and nests and wildlife.
- B.** In the event that a threatened or endangered species is harmed because of construction activities, the Contractor shall cease all work and notify the Engineer. The Engineer will provide emergency contact information at the Pre-Construction Meeting.
- C.** Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization at 1-888-806-1674.

### **3.07 PROTECTION OF AIR RESOURCES**

- A.** The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Mississippi and all Federal emission and performance laws and standards.
- B.** Dust Control: Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at any staging areas, haul roads, and other areas disturbed by operations. Strictly adhere to applicable environmental regulations for dust prevention.
- C.** Contractor will minimize air pollution from the construction activities.
  - 1.** Burning of waste materials, rubbish, or other debris will not be permitted on or adjacent to the Site.
  - 2.** Tanks and containers of fuels and related products shall be controlled to minimize the emission of volatile organic compounds.

### **3.08 PROTECTION FROM SOUND INTRUSIONS**

- A.** The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise and to comply with all federal, state,

and local noise ordinances. The use of horns, bells or the use of whistle signals shall be held to a minimum necessary in order to ensure as safe and as quiet an operation as possible.

**3.09 CONSTRUCTION CLEANUP**

- A. The Contractor shall clean up any area(s) used for construction daily to the satisfaction of the Engineer and Agency.

**3.10 MAINTENANCE OF POLLUTION CONTROL FACILITIES**

- A. The Contractor shall, at his expense, provide routine maintenance of permanent and temporary erosion control features until the Project is completed and accepted. If such erosion control features must be reconstructed due to the Contractor's negligence, carelessness, or in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, such replacement shall be on the Contractor's expense.
- B. If the Contractor through any construction activity degrades, destroys, or impacts the ground cover on any adjoining property including rights-of-way, effected area shall be fully repaired and re-vegetated at the Contractor's expense.

**3.11 REPAIR OR RESTORATION:**

- A. All dunes or other landscape features scarred or damaged by the Contractor's equipment or operations shall be repaired and/or restored to their original condition at the Contractor's expense. The Engineer shall approve the repair and/or restoration prior to its initiation.
- B. Temporary Construction: The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and all other vestiges of construction. Temporary roads, parking areas and similar temporary use areas shall be graded in conformance with surrounding areas.

**END OF SECTION 01 35 43**

**SECTION 01 40 00**

**CONTRACTOR QUALITY CONTROL**

**PART 1 - GENERAL**

**1.01 PAYMENT**

- A. Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bid Form.

**1.02 RELATED SECTIONS**

- A. 01 20 00 – Measurement and Payment Procedures
- B. 01 31 00 – Project Management and Coordination
- C. 01 32 00 – Construction Progress Documentation
- D. 01 33 00 – Submittal Procedures
- E. 01 77 00 – Closeout Procedures

**1.03 SUBMITTALS**

- A. The following submittals shall be submitted by the Contractor in accordance with SECTION 01 33 00 – SUBMITTAL PROCEDURES.
  - 1. Quality Control Plan - Within twenty (20) calendar days of Notice of Award, the Contractor shall submit the draft Contractor Quality Control (CQC) Plan for review and acceptance by the Engineer prior to the coordination meeting. The Contractor shall furnish, no later than ten (10) calendar days after receipt of the Notice to Proceed, an acceptable final CQC Plan. The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with these specifications. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The Project site superintendent will be held responsible for the quality of work on the job and is subject to removal by MDMR for non-compliance with the quality requirements specified in the contract. The Project site superintendent

in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The Project site superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to MDMR and shall be responsible for all construction and construction related activities at the site.

### **3.02 QUALITY CONTROL PLAN**

- A.** The Contractor shall furnish for review by Engineer, not later than ten (10) days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan. The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. MDMR will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

#### **1. Content of the CQC Plan**

- a.** The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:
- b.** A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three (3) phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the Project superintendent.
- c.** The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- d.** A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the Contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to MDMR.
- e.** Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01 33 00

SUBMITTAL PROCEDURES.

- f. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by MDMR shall be used.)
- g. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- h. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- i. Reporting procedures, including proposed reporting formats.
- j. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

2. Acceptance of Plan

- a. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. MDMR reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

1) Failure to submit acceptable CQC plan

- a) If the contractor fails to submit an acceptable draft CQC plan within the time prescribed, construction shall not start. If an acceptable final plan is not submitted within a reasonable time, as determined by the engineer, the engineer may order the contractor to stop work until such time as an acceptable plan has been submitted. Any such stop work order shall not be considered a suspension of work pursuant to section 39 of the MDMR Standard Contract Terms and Conditions of MDMR (Attachment F) and the Contractor shall not be entitled to pay adjustments as a result of the stop work order. Failure to comply with the above requirements within the time prescribed will be considered a condition endangering the performance of the contract and may be

considered grounds for termination of the contract in accordance with section 40 in the MDMR Standard Contract Terms and Conditions.

**2) Notification of Changes**

- b)** After acceptance of the CQC Plan, the Contractor shall notify MDMR in writing of any proposed change. Proposed changes are subject to acceptance by MDMR.

**3.03 COORDINATION MEETING**

- A.** After the Preconstruction Conference, before start of construction, and prior to acceptance by MDMR of the CQC Plan, the Contractor shall meet with MDMR and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of five (5) calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the MDMR's Quality Assurance. Minutes of the meeting shall be prepared by MDMR and signed by both the Contractor and MDMR. The minutes shall become a part of the Contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

**3.04 QUALITY CONTROL ORGANIZATION**

**A. Personnel Requirements**

- 1.** The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the Work and have complete authority and responsibility to take any action necessary to ensure Contract compliance. The CQC staff shall be subject to acceptance by MDMR. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to MDMR.



**B. CQC System Manager**

1. The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of eight (8) years of experience in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as Assurance Officer but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager, having a minimum of three (3) years of experience, shall be identified in the plan to serve in the event of the primary CQC System Manager absence.

**C. Organizational Changes**

1. The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to MDMR for acceptance.

**3.05 SUBMITTALS AND DELIVERABLES**

- A. Submittals, if needed, shall be made as specified in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the Contract requirements.

**3.06 CONTROL**

- A. Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the Contract. At least three (3) phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

**1. Preparatory Phase**

- a. This phase shall be performed prior to beginning work on each definable feature of the Work, after all required plans/documents/materials are approved/accepted, and after copies are at the Work site. This phase shall include:
  - 1) A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the Work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by MDMR

personnel until final acceptance of the Work.

- 2) A review of the contract drawings.
- 3) A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- 4) Review of provisions that have been made to provide required control inspection and testing.
- 5) Examination of the Work area to assure that all required preliminary Work has been completed and is in compliance with the Contract.
- 6) A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- 7) A review of the appropriate activity hazard analysis to assure safety requirements are met.
- 8) Discussion of procedures for controlling quality of the Work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of the Work.
- 9) A check to ensure that the portion of the plan for the Work to be performed has been accepted by MDMR.
- 10) Discussion of the initial control phase.
- 11) MDMR shall be notified at least twenty-four (24) hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet Contract Specifications.

## **2. Initial Phase**

- a. This phase shall be accomplished at the beginning of a definable feature of the Work. The following shall be accomplished:
  - 1) A check of work to ensure that it is in full compliance with Contract requirements. Review minutes of the preparatory meeting.
  - 2) Verify adequacy of controls to ensure full Contract compliance. Verify

required control inspection and testing.

- 3) Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
- 4) Resolve all differences.
- 5) Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- 6) MDMR shall be notified at least twenty-four (24) hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- 7) The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3. Follow-up Phase

- a. Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of Work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of Work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

### 4. Additional Preparatory and Initial Phases

- a. Additional preparatory and initial phases shall be conducted on the same definable features of Work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

## 3.07 COMPLETION INSPECTION

### A. Punch-Out and Final Inspection

1. Near the end of the Work, or any increment of the Work, the MDMR and/or CQC Manager shall conduct an inspection of the Work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall

make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify MDMR that the Work is ready for final survey and inspection. Failure of Contractor to have all Work acceptably complete for this inspection will be cause for the Agency to bill the Contractor for the Agency's additional inspection cost in accordance with Section 01 77 00 Closeout Procedures.

### **3.08 DOCUMENTATION**

- A.** The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:
  - 1. Contractor/subcontractor and their area of responsibility.
  - 2. Operating plant/equipment with hours worked, idle, or down for repair.
  - 3. Work performed each day, giving location, description, and by whom.
  - 4. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-Up). List of deficiencies noted, along with corrective action.
  - 5. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
  - 6. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
  - 7. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
  - 8. Instructions given/received and conflicts in plans and/or specifications.
  - 9. Contractor's verification statement.
- B.** These records shall indicate a description of trades working on the Project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the Work and workmanship comply with the Contract. The original and one copy of these records in report form shall be furnished to MDMR daily within twenty-four (24) hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven (7) days of no work and on the last day of a no work period. All calendar days shall be

accounted for throughout the life of the Contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

**3.09 NOTIFICATION OF NONCOMPLIANCE**

- A. MDMR will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the Work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, MDMR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

**END OF SECTION 01 40 00**

**SECTION 01 77 00**  
**CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS**

- A. Comply with requirements stated in the Agreement (Section 00 52 15), the Standard Contract Terms and Conditions (Attachment F of Invitation for Bids) and all Specifications of these Contract Documents.

**1.02 RELATED SECTIONS**

- A. Section 01 33 00 – Submittal Procedures
- B. Section 01 32 23 - Surveys and Layout Data
- C. Section 01 40 00 – Contractor Quality Control

**1.03 CLOSEOUT PROCEDURES**

- A. Contractor will comply with requirements stated in these specifications for administrative procedures in closing out the Work.
- B. Contractor will submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- C. Contractor will provide submittals to MDMR that are required by governing or other authorities.
- D. Contractor will submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

**1.04 FINAL INSPECTION AND REMOVAL OF ALL CONSTRUCTION EQUIPMENT AND ANCILLARY FACILITIES**

- A. When Contractor considers the Work is complete, he shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Work has been inspected for compliance in accordance with Paragraph 3.07 A of Section 01 40 00 – CONTRACTOR QUALITY CONTROL.
- B. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals in accordance with Section 1.05 below.

- C. In the event that the Final Inspection concludes that the construction progress does not meet completion status, the Contractor will be required to reimburse the Agency for all costs associated with the Final Inspection inclusive of payroll expenses of any engineer or regulatory agency staff involved, equipment rentals and any travel related expenses. Contractor may pay for these additional expenses directly to the Agency or have the expenses deducted from the final payment.

**1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS**

- A. Contractor will provide as closeout submittals the following:
1. Evidence of Payment and Release of Liens, see Appendix B.
  2. Final inspection reports by all regulatory agencies demonstrating the agencies' final approval.
  3. At Contract close-out, deliver Record Documents to MDMR.
  4. Accompany submittal with transmittal letter in triplicate containing:
    - a. Date;
    - b. Project title and number;
    - c. Contractor's name and address;
    - d. Title and number of each Record Document; and
    - e. Signature of Contractor or his authorized representative.

**1.06 PROJECT RECORD DOCUMENTS**

- A. Final Payment will not be made to Contractor until Project Record Documents in accordance with this Section are submitted and approved.
- B. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these Record Documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.
- C. Three electronic copies of all record documents will also be submitted to Engineer for MDMR.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 01 77 00**

**SECTION 01550**

**CONSTRUCTION SEQUENCE & REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SITE CONDITIONS and PROTECTION OF EXISTING FACILITIES**

- A.** The Contractor shall preserve and protect all structures, fences, public and private utilities and improvements, above or below ground. Any damage to an area by the Contractor, including damage to existing utilities shall be repaired in an approved manner at no cost to the Owner. Disturbed open areas shall be maintained and repaired in accordance with these Technical Specifications. Contractor shall submit a Work Plan.
- B.** The Contractor is responsible to visit the project site to verify existing conditions, actual sizes, and other requirements outlined in other sections of the specifications so that bids are firm and comprehensive.
- C.** Several areas of construction under this contract must be coordinated with the Engineer, along with the City of Gulfport and accomplished in a logical order to allow construction to be completed within the time allowed by Contract Documents. Coordinate the activities with the other contractors, if any, to allow orderly and timely completion of all the work.
- D.** When access to the construction site causes disruption to local roadways, provide and initiate an acceptable Traffic Plan which meets MDOT and the latest edition of the MUTCD requirements.
- E.** Provide any corrective measure or temporary facilities necessary to perform the work at no additional cost to the Owner.
- F.** When the work requires an existing facility or utility to be taken out of operation, temporarily or permanently, notify the Engineer a minimum of seven (7) days in advance. Coordination with the Engineer and the City of Gulfport shall be required for shutdowns, diversions of flow, or use of temporary pumping methods whether temporary or permanent throughout the duration of construction.
- G.** Regular working hours are defined as eight (8) hours per day, Monday through Friday, excluding holidays, between the hours of 7:00 AM and 5:00 PM. Requests to work other than regular working hours shall be submitted to Engineer not less than forty-eight (48) hours prior to any proposed weekend work or scheduled extended work weeks. Emergency work may be accomplished without obtaining prior permission, but should be properly documented. Owner and Engineer shall be informed immediately via phone or e-mail of any emergency operations or situations.



- H.** Erosion and sediment control measures shall be constructed and maintained in accordance with the SWPPP and SCNOI throughout the duration of construction. Installation and maintenance of erosion and sediment control measures shall be accounted for in the construction schedule. The Contractor shall stage his work, as much as possible, to minimize disturbance to soils and decrease the potential for sediment runoff.

## **1.02 CONSTRUCTION CONSTRAINTS**

- A.** The following is a list of constraints to consider in developing the overall plan of construction. This list is not intended to release the Contractor from the responsibility to coordinate the work in any manner which will ensure project completion within the time allowed.
1. Implementation of the erosion and sediment control plan in accordance with contractor developed SWPPP and SCNOI;
  2. Site Access – All Material and Equipment Deliveries shall occur via the Second Street Gate located at the northwest corner of the Centennial Plaza property. Loading of the Second Street Bridge must be considered by the successful contractor so as not to cause any damage to the structure;
  3. Access to the western portions of the project, both to the north and south of the Second Street Bridge, will be limited. Current efforts are underway to secure the appropriate “right of entries” from the private landowners for temporary and limited access. Should these efforts prove unsuccessful the contractor shall coordinate the size and types of equipment that will be needed to stay within the project limits. If access is granted Contractor shall remedy all damages to adjacent properties to preexisting or better conditions as deemed appropriate by the Engineer at no cost to the Property Owner, City of Gulfport, Mississippi Department of Marine Resources and the State of Mississippi.
  4. No dirt, mud or construction debris shall be allowed to accumulate on Centennial Plaza property or the roadways leading into and out of the construction site.
  5. Coordination with Centennial Plaza personnel;
  6. Uninterrupted drainage of Coffee Creek while the basin is being excavated and the bulkhead is being built.;
  7. Contractor shall secure project area at all times to ensure public safety.
  8. No work shall occur on project sites twenty-four (24) hours before, to twenty-four (24) hours after, Independence Day and the week of Cruisn’ the Coast. Site shall be secured and equipment staged onsite per the Engineer's direction.

9. The contractor shall obtain all necessary local building permits, if required. The contractor shall coordinate with all utility service companies for relocation of existing service where interferences occur and shall further contact the **Mississippi 811 One Call at 811 or 1-800-227-6477** to mark existing utility lines. The following Utility Companies and Contact numbers are made available to supplement the Mississippi 811 One Call requirement:

- |  |  |
|--|--|
| 1. Mississippi Power Company<br>245 Oak Street<br>Biloxi, MS 39530<br>(800) 532-1502         | 2. City of Gulfport Public Works<br>4050 Hewes Ave,<br>Gulfport, MS 39507<br>(228) 868-5742      |
| 3. AT&T<br>1723 22nd Ave<br>Gulfport, MS 39501<br>(228) 863-0408                             | 4. Coast Electric Power Association<br>14082 U.S. Hwy 49<br>Gulfport, MS 39503<br>(228) 832-1761 |
| 5. Sparklight<br>786 Dr. Martin Luther King Jr. Blvd<br>Biloxi, MS 39530<br>(228) 374 – 5900 | 6. Centerpoint Energy<br>PO Box 1360<br>Gulfport, MS 39501<br>(601) 528 - 8668                   |

### **1.03 CONSTRUCTION SCHEDULE**

- A. See Section 01 32 00 for scheduling requirements.

### **1.04 CONSTRUCTION SIGN**

- A. The contractor will erect, on adequate 4x4 supports, and maintain one (1) neatly constructed and painted pressure treated  $\frac{3}{4}$ " thick plywood sign approximately four feet by eight feet (4'x8'). The Contractor shall submit a formal proof that includes all colors, letters, layout and location of the sign for approval prior to its fabrication. No other signs will be displayed on the job site without permission of the Professional. The displaying of sign advertisements is strictly prohibited.
- B. Sign to be white background with black lettering/seal. Text style to be Times New Roman. Color of rectangular field at bottom to be selected by Owner. Provide custom Using Agency logo at circular white field of up to three additional colors. No corporate logos for Architect or Contractor shall be permitted. Where additional rendered signage is specified elsewhere, it shall consist of (1) or (2) additional 4'x8' panels, contiguous to the right side of primary project sign.



**THIS PROJECT IS FUNDED BY THE TAXPAYERS OF  
MISSISSIPPI**

**GOVERNOR TATE REEVES**

**PROJECT NAME**

GS# 111-111

HB1111 or SB1111, LAWS OF 1111

**DEPARTMENT OF FINANCE & ADMINISTRATION**

BUREAU OF BUILDING, GROUNDS & REAL  
PROPERTY MANAGEMENT

**ARCHITECT ARCHITECT**  
NAME

**CONTRACTOR**

CONTRACTOR NAME  
MISSISSIPPI C.O.R. #11111



**Mississippi Department of Marine Resources**

SECTION 01100

SUMMARY OF WORK

1.0 PROJECT SCOPE

The work shall consist of furnishing all labor, layout, supervision, bonds, insurances, materials, tools and equipment, for performing all operations necessary in conjunction with the construction of a: timber retaining wall system, timber diverter wall, sediment removal from the retention basin, final grading and grassing retention pond side slopes and adjoining disturbed areas, planting of flowering shrubs, removal and repositioning of existing rip rap and removal and replacement of a drainage pipe. Also, at the discretion of the Owner, additional work such as the construction of a concrete sidewalk, sediment removal along the concrete drainage system and brush and shrub removal at locations identified on the plans may be completed. All work shall be in strict accordance with the plans and specifications, all federal, state and local regulations and permitted conditions.

2.0 PRINCIPLE FEATURES

2.1 Principal features of the Work consist of the following:

- a. **Base Bid North Site.** The proposed work at this Site will consist of the construction of 474' feet of a timber retaining wall with tie back support system and a 26' foot timber wall diverter. A 6' foot wide placement of Sod will be installed along the edge of the East retaining wall. Work will also consist of repositioning and removal of sediment from the existing retention basin to construct the designed side slopes and water bottom depths for the improved retention basin. Any removed material not used in reshaping the side slopes will be put in the dewatering area until such time water has dissipated and then complete final grading as directed by the Engineer based on remaining amount of sediment to be spread. Additionally, work will include the removal and replacement of a 12" drainage culvert, removal and repositioning of existing rip rap material within the area between the concrete weir structure and the Second Street Bridge and upon final grading of the project site, grassing of all disturbed areas associated with the construction of items identified in the plans and specifications. Additional rip rap may be required. Also, flowering shrubs will be planted on the top of bank along the West side of the basin North of the retaining wall. All work shall be done in accordance with the plans and specifications.
- b. **Add Alternate #1 North Site.** If awarded, the proposed work will consist of the construction of a 5' foot wide concrete sidewalk along the East side of the retention basin with a 4' foot wide placement of sod along the west side of sidewalk as shown on the plans.

- c. **Add Alternate #2 South Site.** If awarded, the proposed work will consist of removal of shrubs and brush, grading and grassing to allow area to be mowed on West side of concrete channel as shown on the plans. Access to this area will be limited through either private property to the west or from the Centennial Plaza property to the south. In either case property will be respected and properly restored to its original condition after work is completed.
- d. **Add Alternate #3 South Site.** If awarded, the proposed work will consist of removal of excess sand / sediment and transition channel bottom and East side slope from the Second Street Bridge to the existing concrete channel. Additionally, excess sand / sediment shall be removed from within the concrete channel and box culvert as shown on the plans. Removed sand / sediment will be transported to the onsite dewatering area for final grading and grassing.
- e. **Add Alternate #4 South Site.** If awarded, the proposed work will consist of removal of excess sand / sediment and vegetation from the concrete channel and within the existing box culvert crossing under Highway 90 as shown on the plans. Additionally, chemically treat areas where vegetation has been removed to prevent future growth in areas. Removed sand / sediment will be transported to the onsite dewatering area for final grading and grassing.

### 3.0 GENERAL NOTES

- 3.1 Additional details outlining the scope of work necessary to complete the required work are located within the remaining sections of these technical specifications and the project plans.
- 3.2 Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures employed to comply with the project as outlined within the plans, technical specifications, permits, and contract documents.
- 3.3 Contractor shall be responsible for submitting all material submittals to be used for the project to Engineer for review and approval.
- 3.4 Contractor shall be required to perform all required testing as identified within the project plans and specifications.
- 3.5 The Contractor shall limit the use of the construction area, dewatering area and identified staging areas for work and for storage of material and equipment. All disturbed areas associated with the Contractor's material storage and staging areas shall be kept to a minimum and final grading and grassing of these areas shall be an absorbed cost to Contractor.
- 3.6 The Contractor shall assume full responsibility for the protection, security and safekeeping of the project site, equipment and material needed for this project.

- Additionally, any hazards associated with the construction activities shall be properly secured during periods when Contractor is not onsite. The cost for such measures shall be included with bid.
- 3.7 It is the intent of the Engineer that all work shall be completed in compliance with the plans and technical specifications which are to be made a part of the Contract for this project. Work not specified in either the plans or in the technical specifications, but involved in carrying out their intent or in complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically described at the Contractor's expense.
- 3.8 Where an obvious conflict between the plans and specifications exist, Engineer shall decide which governs and the Contractor shall comply with the decision. Such decision shall not be grounds for additional payment to the Contractor, i.e., the Contractor shall include the price of the most expensive alternative in his bid.
- 3.9 Contractor is solely responsible for all safety measures necessary for all workers, Engineer and or Owner and their representatives, any sub – contractor and/or public who may have interaction with the project site. The cost for such measures shall be included with bid.
- 3.10 Work shall be performed during hours of daytime. If night work is requested, Contractor shall seek approval from Engineer.
- 3.11 Contractor shall be responsible for providing temporary sanitary facilities and drinking water on the project site throughout the duration of the project.

**END OF SECTION**

**SECTION 02000**

**TEMPORARY EROSION CONTROL**

**1.0 SCOPE**

This work consists of all labor, equipment, materials, tools and supplies necessary for constructing and maintaining storm water management structures and devices throughout the duration of the project. The Contractor shall be responsible for developing the Storm Water Management Plan (SWPPP), perform required maintenance and retain the required documentation to ensure the plans effectiveness and compliance with storm water Best Management Practices (BMP).

**2.0 PRODUCTS**

2.1 Silt fence, straw wattles, hay bales, rip rap, gravel, limestone, grass, sod, inlet protection, containment curtain etc., shall be in compliance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition.

**3.0 EXECUTION**

3.1 The Contractor shall prior to any construction activity, provide the Engineer with a storm water management plan for controlling erosion per project site(s).

3.2 After the erosion control structures/devices are installed, Contractor shall inspect and maintain all erosion control measures until the project is substantially complete, improvements are effectively controlling erosion and directed by the Engineer.

3.3 Contractor shall maintain all inspection and maintenance records on the project site and such shall be accessible to the Owner, Engineer and or MDMR representative throughout the duration of the project.

3.4 Location(s) where the Contractor hauls material to and from the project site, appropriate measures must be taken by the contractor to avoid dirt, mud and other debris from being tracked on to any public streets. It shall be maintained regularly and frequently swept to prevent any buildup whatsoever.

3.5 All erosion/sediment control BMPs shall be cleaned out when sediment reaches 1/3 to 1/2 the height of the BMP.

3.6 All material and work associated with Temporary Erosion Control shall be an absorbed cost to the Contractor.

3.7 All silt fencing shown on the plans north of the second street bridge shall be included under the base bid. All costs for silt fencing south of the Second Street Bridge shall be carried under the appropriate Add Alternate and will only be installed if the Add Alternate is accepted by the Owner.

**END OF SECTION**

**SECTION 02200**

**CLEARING AND GRUBBING**

**1.0 GENERAL**

1.1 This work shall consist of removal shrubs and brush and unprotected trees.

**2.0 SECTION INCLUDES**

2.1 Removal of surface debris.

2.2 Removal of unprotected trees, shrubs, and other plant life.

2.3 Light excavation and grading to correct abrupt transitions in grade.

**3.0 REGULATORY REQUIREMENTS**

3.1 Conform to applicable code for environmental requirements, and disposal of debris. Regulations of the local government and private utilities governing the respective utilities shall be adhered to in executing all work in this section. The Contractor shall be responsible for securing necessary data from the local utility companies relative to removal or abandonment of existing utilities. Use silt fencing and other means as needed to prevent soil runoff.

3.2 Coordinate clearing Work with utility companies.

**4.0 CLEARING**

4.1 Clear areas as indicated on Plans and as directed by Engineer.

4.2 Remove stumps, main root ball, surface rock, and any other object that may inhibit execution of the Work.

4.3 Clear undergrowth and deadwood.

**5.0 REMOVAL**

5.1 Remove debris, rock, and extracted plant life from site as shown on the plans.

5.2 Inactive or abandoned utilities encountered on the project site shall be removed, plugged or capped as shown on the Plans or as directed by the Engineer. The Contractor shall notify the appropriate utility owner, if known, prior to any of the above described work being done.

5.3 Contractor will be required to correct abrupt changes in grade by means of excavation and grading as directed by the Engineer.

**6.0 PAYMENT**

6.1 All work material, labor and equipment necessary to clear and grub as per the plans and specifications shall be an absorbed cost of Sediment Removal on the North Side and paid as part of Add Alternate # 2 South Site bid item if awarded.



**END OF SECTION**

**SECTION 02250**

**CHEMICAL TREATMENT**

**1.0 SCOPE OF WORK**

This work shall consist of spraying exposed cracks within the concrete channel where vegetative growth has been mechanically removed to mitigate future growth within cracks of the concrete channel.

**2.0 PRODUCT**

Contractor shall use an EPA approved Broadleaf Herbicide approved for use within Aquatic Habitats. Product to be approved by the Engineer.

**3.0 GENERAL**

- 3.1 Upon Contractor removing sand / sediment from within the concrete channel and has successfully removed any vegetative growth from the existing cracks, shall spray and or pour the specified chemical treatment throughout the project limit of identified work.
- 3.2 Contractor shall adhere to all required safety procedures as recommended by the products Material Data Sheets to ensure a safe application of the product.
- 3.3 Contractor shall ensure that personnel assigned to perform this work, is properly trained and certified to apply the product.
- 3.4 Contractor shall use caution when applying material to ensure only the areas identified, receives this treatment.
- 3.5 Any damage to adjoining areas outside of the designated areas, shall be repaired and all costs shall be borne by the Contractor.
- 3.6 All work and cost associated with the chemical treatment will be an absorbed cost to the Contractor. This work is only identified as part of Add Alternate # 4 South Site.

**END OF SECTION**

**SECTION 02300**

**SEDIMENT REMOVAL**

**1.0 SCOPE**

This work shall consist of reshaping and or excavating sediment from within the existing retention basin and to establish the required slopes and cross sections as per the design drawings. Initial efforts shall be completed to remove proposed sediment from the identified areas and placement on the side slopes as indicated on the drawing. Additionally, after said slopes are adequately constructed, remaining material to be excavated from the retention basin shall be placed within the identified dewatering site until such time material has been dewatered and can be spread for final grading and properly grassed.

**2.0 MATERIAL TO BE REPOSITIONED AND OR EXCAVATED**

The material to be repositioned and excavated from the retention basin is a sandy/silty mud.

**3.0 ARTIFICIAL OBSTRUCTIONS / VEGETATIVE GROWTH**

To the best of our knowledge no existing wrecks, wreckage, or other material of such size or character as to require the use of explosives or special or additional plant for its economical removal. Additionally, areas along the side slopes of the retention basin is comprised of shrubs and unprotected trees to be removed. Prior to excavating, the Contractor shall mechanically rake the side slopes to collect debris for removal. Debris collected as a result of this raking of the side slopes along with removed shrubs and unprotected trees shall be disposed of at an approved disposal site to receive such material. Costs associated with the removal and disposal of debris shall be an absorbed cost to Contractor.

**4.0 QUANTITY OF MATERIAL**

Based on recent hydrographic surveys of the existing basin the total estimated amount of sediment to be repositioned and or excavated from within the specified limits of the retention basin for is approximately 2,270 cubic yards. All work indicated on the plans inside the basin shall be completed whether the quantities involved are greater or less than those estimated.

**5.0 OVER DEPTH EXCAVATION**

There shall be no allowance for any over depth excavation under this contract. Contractor shall closely monitor depths of sediment removal as identified cross sections within the plans. If any over depth excavation is identified, the Contractor may be required to correct any over depth areas which exceeds the permitted limits. All Costs associated with correcting any over depth excavated areas shall be an absorbed cost to the Contractor.

**6.0 PERMITS**

The Contractor shall comply with all conditions and requirements of the Corps of Engineers Permit and other State or Federal permits assigned to the project. Excavating outside of the planned alignment and permitted areas is not allowed.

#### **7.0 DEWATERING**

At such time Contractor completes the repositioning of excavated sediment along the designated slopes of the retention basin, Contractor shall place the remaining material to be excavated within the designated dewatering location shown on the drawing. Prior to placement of material within the dewatering location, Contractor shall submit a Dewatering Plan to Engineer for review and approval subject to the anticipated condition of excavated material. The Dewatering Plan shall identify Best Management Practices to ensure no sediment escapes from the dewatering location and enters Coffee Creek and or the Mississippi Sound. Contractor shall maintain such controls until the excavated material has sufficiently dried, performed final grading and properly grassed. Cost associated with the establishment and maintenance of the dewatering area shall be an absorbed cost to the Contractor.

#### **8.0 ACCESS TO SITE**

Contractor shall thoroughly inspect the project site to evaluate access to the identified project areas to effectively consider the necessary equipment and method to perform the required work outlined within the plans and specifications. Failure to do so will not result in additional cost associated with Contractor's failure to adequately inspect the project sites. Cost for specialty equipment determined necessary to complete the required work shall be an absorbed cost. Contractor shall utilize Second Street to access both sides of the north area to perform the required work and staging of equipment and material within the Contractor's identified staging areas. Contractor shall avoid use of internal roadways of Centennial Plaza unless specifically requested and approved by the engineer. If Contractor deems it necessary, and no other access is available for Contractor to perform the required work, Contractor shall submit a detailed plan identifying the anticipated equipment, time period of use and associated work to be completed to the Project Engineer for approval of any internal roadway use of Centennial Plaza. Any damages to internal roadway and adjoining property as a result of Contractor utilizing internal roadways of Centennial Plaza shall complete repairs to preexisting conditions at no additional cost to the project.

#### **9.0 SPECIALTY EQUIPMENT**

It shall be the Contractor's sole decision on the means and methods to complete the required sediment repositioning, excavation and dewatering. It is expected the Contractor may employ equipment such as: long arm track hoes, floating hopper barge, work platforms, bypass pumps, hydraulic cutterheads, swamp buggy, etc., to perform this phase of the project. Any cost associated with required equipment and methods shall be an absorbed cost to the Contractor.

**10.0 PAYMENT FOR SEDIMENT REMOVAL**

All work, material, labor and equipment necessary to reposition, and excavate the required sedimentation as per the plans and specifications along with the establishment and maintenance of the dewatering site shall be paid as a Lump Sum.

**11.0 FINAL EXAMINATION AND ACCEPTANCE**

An As-Built Drawing stamped by a Professional Land Surveyor of the completed cross sections (at the same station locations shown in the plans) and side slopes within the retention basin shall be submitted to Engineer as record of the completed bottom elevations for the project.

**END OF SECTION**

**SECTION 02350**

**FINAL GRADING / PROTECTIVE COVER**

**1.0 SCOPE**

- 1.1 This work shall consist of ground preparation, final grading, fertilizing, seeding and mulching to establish a permanent ground cover of grass in all areas disturbed as a result of constructing the project. Final Grading and Protective Cover of disturbed areas associated with the Contractor's material and staging areas, shall be an absorbed cost to the Contractor.
- 1.2 This work also consists of furnishing, transporting, and planting approved grass sod to establish sufficient ground cover in identified locations as shown an accordance with the plans and specifications.

**2.0 PRODUCTS**

- 2.1 All material for this section shall be in compliance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition.
- 2.2 Agriculture Lime shall be in conformance with Section 715.02.2.1.
- 2.3 Fertilizer shall consist of Triple 13 and conform to requirements of Section 715.02.
- 2.4 Seeding shall consist of a Common Bermuda Hulled/Unhulled Blend 50 – 50 @ 130 lbs. per acre and Perennial Rye Grass @ 220 lbs. per acre and conform to Section 715.03.
- 2.5 Watering shall be in conformance with Section 715.04.
- 2.6 Straw for Mulching shall be a Class I Approved baled straw, spread at a rate of 1 Ton per acre and conform with Section 715.05.
- 2.7 Solid Sod shall be Common Bermuda and in conformance with Section 216.

**3.0 EXECUTION**

- 3.1 Upon adequate drying of the removed sand/sediment within the dewatering location, it shall be spread within the identified area. Spreading of sand/sediment shall begin at the edge of the proposed improvements finished elevations and then material shall be final graded with minimal adjustments to slopes until blending in with existing ground elevations where such intersects.
- 3.2 The finished surface shall be graded smooth, with minimal slope elevation changes and graded to drain readily without water pockets.

## COFFEE CREEK RETENTION BASIN

- 3.3 Engineer shall inspect and approve the final grading prior to Contractor proceeding with standard ground preparation, placement of agriculture lime, fertilizer, grass seeding and mulching.
- 3.4 Standard Ground Preparation shall consist of plowing, loosening, and pulverizing the area before the application of protective cover items are completed.
- 3.5 The disturbed area of the project site(s) shall be free of clods, earth balls, boulders, stumps, roots and other objectionable matter.
- 3.6 Aerating, moistening, or otherwise bringing the soil to a suitable condition for ground preparation shall be considered incidental to the work and will not be measured for payment.
- 3.7 Prepared areas shall be tested by Contractor prior to the placement of Agriculture Lime to determine how much or if any Agriculture Lime is required.
- 3.8 All work associated with Standard Ground Preparation shall be an absorbed cost to the SY Cost of Final Grading / Protective Cover.
- 3.9 Agriculture lime shall be applied and mechanically mixed in with the prepared soils to be grassed. It shall be applied at a rate of 75 pounds per 1,000 square feet.
- 3.10 All material and work associated with Placement of Agriculture Lime shall be an absorbed cost to the SY Cost of Final Grading / Protective Cover.
- 3.11 Fertilizing shall consist of furnishing, transporting, spreading and incorporating into the prepared ground at the applied rate for the type of fertilizer required.
- 3.12 All fertilizer shall comply with the State Fertilizer Laws and the requirements of these specifications.
- 3.13 Contractor shall furnish all equipment necessary to properly handle, store, uniformly spread and incorporate the specified application of fertilizer.
- 3.14 The rate of application for (13-13-13) fertilizer shall be at a rate of 1,000 lbs per acre in the areas to be planted or seeded and uniformly incorporated into the soil. All fertilizer shall be incorporated within twenty-four (24) hours of spreading.
- 3.15 All material and work associated with Fertilizing shall be an absorbed cost to the SY Cost for Final Grading / Protective Cover.
- 3.16 Seeding shall consist of furnishing, transporting, spreading and incorporating into the prepared ground at the applied rate for the type of grass seed specified.

## COFFEE CREEK RETENTION BASIN

- 3.17 Seeding shall not be done during windy weather, extremely wet or in a condition that will not allow the soil to be properly covered by raking, rolling or other approved method.
- 3.18 Contractor shall be responsible for establishing grass, by natural precipitation, with watering equipment, or by whatever means necessary.
- 3.19 The Contractor shall acquire seed from persons registered with the Mississippi Department of Agriculture and Commerce.
- 3.20 All material and work associated with Seeding shall be an absorbed cost to the SY Cost for Final Grading / Protective Cover.
- 3.21 The Contractor shall uniformly place straw mulch on the planted areas within 24 hours following seeding unless weather conditions are such that mulching cannot be performed. Placement shall begin on the windward side of the areas from top of slopes. In its final position the mulch shall be loose enough to allow air to circulate but compact enough to partially shade the ground and reduce erosion.
- 3.22 Mulching shall consist of furnishing, transporting, placing and anchoring vegetative mulch within the disturbed areas of the project site.
- 3.23 The Straw Mulch shall be applied at a rate of 1 ton per acre.
- 3.24 The Straw Mulch shall be reasonably bright in color, dry and shall not be musty, moldy, or otherwise low quality. All straw mulch shall be inspected by the Engineer prior to its use.
- 3.25 All material and work associated with Mulching shall be an absorbed cost to the SY Cost for Final Grading / Protective Cover.
- 3.26 Contractor shall maintain protective cover until acceptance of the project.
- 3.27 Any re-seeding or repairs to the affected areas, as a result of damage by others or by Contractor shall be borne by the Contractor, until accepted as mentioned in the above paragraphs.
- 3.28 Plant establishment shall be provided for a minimum of forty-five (45) calendar days after completion of seeding. If at the end of the forty-five (45) day period, satisfactorily plant growth of 95 percent coverage with mature grass where the stems and or runners are overlapping in each direction is not established, plant establishment shall be continued until the afore mentioned coverage is provided.



## **COFFEE CREEK RETENTION BASIN**

- 3.29 Contractor shall arrange for watering the grassed areas to ensure adequate grass development. Costs associated with watering shall be an absorbed cost to Contractor.
- 3.30 Solid Sodding shall consist of furnishing, transporting, and placing of approved grass sod within the identified areas of the project site(s).
- 3.31 The Sod shall be a Common Bermuda and shall be live, fresh, growing grass, unless in the dormant season, with at least one and one-half inches of soil adhering firmly to the roots when placed.
- 3.32 The Sod shall be free from obnoxious weeds and other grasses and shall not contain any matter deleterious to its growth, or that might affect its subsistence or hardiness when transplanted.
- 3.33 Samples of sod shall be submitted to Engineer for approval.
- 3.34 All material and work associated with Solid Sodding will be paid for on a unit price basis as established on the bid form (Base Bid North Site) and paid as part of Add Alternate # 1 North Site bid item if awarded.

## **END OF SECTION**

SECTION 02700

RIP RAP PROTECTION

1.0 SCOPE

This work shall consist of establishing the required profile and cross section as per the design drawings, install geotextile fabric and removal / repositioning of existing rip rap. Additional rip rap may be required to complete installation.

2.0 PRODUCT

2.1 Geotextile material shall a **Type VI Non-Woven Fabric**

2.2 Stones for rip rap shall be sized 300 lbs.

2.3 Material identified for use in Rip Rap Protection shall be in compliance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition. Contractor shall provide material certification and or documentation verifying material is in compliance with these specifications.

3.0 EXECUTION

3.1 Excavation shall consist of work associated with adjusting the existing channel bottom profile and cross section of side slopes to the designed profile and cross section.

3.2 Excavated material shall be placed within the proposed adjusted side slopes of the retention basin or placed in the dewatering site for final grading.

3.3 Placement of geotextile material shall be placed in a manner and at locations shown on plans. The area to receive the geotextile fabric shall be prepared to a relatively smooth condition free of obstructions, depressions and debris.

3.4 The geotextile fabric shall be placed loosely without wrinkles or creases with the long dimension perpendicular to the channel.

3.5 The strips shall be placed to provide a minimum overlap of eighteen (18) inches with securing pins with washers inserted through both strips of overlapped geotextile fabric at mid-point and not greater than two (2) foot intervals. Additional pins shall be installed throughout the geotextile fabric as necessary to prevent any slippage.

3.6 The geotextile fabric shall be placed so that the upstream strip overlaps the downstream strip and the higher slope strip overlaps the lower strip.

3.7 The geotextile fabric shall be protected from contamination and damage during installation and placement of the specified rip rap material. Rip rap shall not be dropped from a height greater than three (3) feet. Contaminated and or damaged geotextile fabric shall be repaired or replaced as directed at no cost to the Owner.

## **COFFEE CREEK RETENTION BASIN**

- 3.8 Geotextile fabric shall be covered with a layer of rip rap within fourteen (14) calendar days after placement. Geotextile fabric not covered within this time period shall be removed and replaced at the Contractor's expense if damage or deterioration is evident, as determined by the Engineer.
- 3.8 Rip rap work shall consist of the placement of rip rap stones within the prepared area of the channel
- 3.9 The rip rap shall be laid with close joints with Interstices being filled with smaller stones. The rip rap shall be started on the bottom of channel, then proceed up the slope for each side slope.
- 3.10 Upon completion of work, the surface of rip rap shall be cleaned, surplus material and debris removed and disposed of as directed and the site of the work left in a neat presentable condition.
- 3.11 All work and material associated with establishing the design profile, cross section, relocation of excess material within the project area, installation of geotextile fabric and the removal and repositioning of existing rip rap shall be paid as a lump sum.
- 3.12 All material and work associated with the placement of additional rip rap shall be as directed by the Engineer and will be paid for on a unit price basis as established on the bid form.

**END OF SECTION**

**SECTION 03300****SIDEWALKS****1.0 GENERAL**

This work shall consist of constructing Portland cement concrete sidewalk on a prepared subgrade in accordance with the plans and specifications. Lines and grades shall be as shown on the plans. "Subgrade" in this section shall mean the prepared foundation on which the sidewalk is constructed.

**2.0 MATERIALS**

2.1 Concrete — Class B, MDOT Specifications

2.2 Reinforcement if required, it will be specified on the plans.

2.3 Pre-Molded Expansion Joint Filler — Bituminous, ½ inch thick, per AASHTO M-213.

2.4 Curing Compound — ASTM C-309

**3.0 CONSTRUCTION REQUIREMENTS****3.1 Excavation and In-Grade Preparation**

- a. Excavation shall be made to the required depth and to a width that will permit the installation and bracing of forms. The foundation shall be shaped and compacted at the proper moisture content to a firm, even surface conforming to the lines, grades and sections shown on the plans. All soft, spongy, or other unsuitable materials encountered shall be removed and replaced with acceptable material. The foundation shall be shaped and compacted to 95% Standard Proctor at the proper moisture.

**3.2 Setting Forms**

- a. Forms shall be set to the required line and grade and rigidly held in place by stakes or braces. Ends of adjoining form sections shall be flush. Forms and division plates shall be cleaned and oiled before placing concrete against them.

**3.3 Placing Concrete**

- a. A template resting upon the side forms and having its lower edge at the elevation of the subgrade shall be drawn along the forms to shape and grade the subgrade before concrete is deposited. The subgrade shall be moist and free of debris and foreign material before concrete is deposited upon it. The concrete mixture shall be placed on the prepared subgrade to the depth required to complete the sidewalk or in one course. It shall then be vibrated and/or tamped and struck off with an approved straight-edge resting upon the side

forms and drawn forward with a sawing motion. The surface shall be given a broom finish transverse to the flow of traffic.

- b. The edges of the sidewalk shall be rounded with an edging tool having a radius of ½ inch. Expansion joints shall be edged with an edger having a radius of ¼ inch.

### 3.4 Joints

- a. Expansion joints shall be of the dimensions specified and shall be filled with the type of premolded expansion joint filler specified. Sidewalks shall be divided into sections by dummy joints formed by a jointing tool or other acceptable means. These dummy joints shall extend into the concrete for at least one inch and shall be approximately 1/8 inch wide. Joints shall match as nearly as possible adjacent joints in curb or pavements. Dummy joints may be sawed in lieu of forming with a joint tool.
- b. Construction joints shall be formed around all appurtenances such as manholes, utility poles, etc., extending into and through the sidewalk. Premolded expansion joint filler ¼-inch thick shall be installed in these joints. Expansion joint filler of the thickness indicated shall be installed between concrete sidewalks and fixed structure, such as a building or bridge. This expansion joint material shall extend for the full length of the walk.

### 3.5 Protection and Curing

- a. After finishing and texturing operations have been completed and immediately after free water has evaporated, the surface of the slab and any exposed edges shall be uniformly coated with the membrane-curing compound. It can be applied by a pressure sprayer, with a maximum coverage of 200 ft<sup>2</sup>/gal. Two applications at 90° offset may be required on windy days.
- b. Contractor shall have materials available at all times for the protection of unhardened concrete against rain. During the curing period, all traffic, both pedestrian and vehicular, shall be kept off the concrete. Contractor shall protect the work from damage until final acceptance. All sections which are damaged before final acceptance shall be removed and reconstructed by Contractor without additional compensation.

**3.6 Backfilling and Cleaning Up**

- a. When the concrete has set sufficiently, all forms, bracing, etc., shall be removed and the sides of the walk shall be backfilled and compacted to the required elevation with suitable material. All surplus material shall be disposed of as directed, and the completed work and the site shall be left in a neat and presentable condition.

**3.7 Payment**

- a. Payment for removal of existing and replacement of concrete associated with the removal/replacement of existing drainpipe as part of the base bid shall be included in the Base Bid Item No 7 20 L.F. 12" HDPE Pipe and Concrete Repair.
- b. Payment for all work and material for new concrete sidewalk associated with Add Alternate # 1 North Site shall be included in the Lump Sum price for Add Alternate # 1 North Site.

**END OF SECTION**

## SECTION 06100

TIMBER RETAINING WALL WITH SUPPORT SYSTEM & TIMBER WALL  
DIVERTER

## 1.0 SCOPE

This work shall consist of constructing a timber retaining wall with support system and timber wall diverter as per the design drawings. **No Heavy Equipment shall be placed within fifteen (15) feet of the retaining wall once wall and support system have been completed.** Additionally, on the East bank timber retaining wall a six (6) foot wide strip of sod will be installed along the length of the wall.

## 2.0 MATERIALS TIMBER

- 2.1 STRUCTURE TIMBER AND LUMBER; All timber and lumber shall be Southern pine, medium-grained or better, cut from straight, sound, live trees; shall be well manufactured; and shall conform in all respects to applicable requirements of the Standard Specifications for Structural Timber, Lumber and Piling. Timber and lumber shall be furnished in the sizes shown on the plans or as directed. All treated wood shall be full size, S2E, or better. Structural timber and lumber shall be No. 2 stress-rated or better, graded according to American Lumber Standards.
- 2.2 TREATED TIMBER AND LUMBER; Timber and lumber to be treated shall meet the requirements herein specified and shall be treated by a pressure method to the minimum retainage of preservative, or to refusal of same. Treated timber or lumber will not be accepted for use unless it has been inspected by the Engineer and found to be satisfactory both before and after treatment.
- 2.3 MANUFACTURE AND SEASONING; Timber, lumber and piles to be treated, and the preservatives used, shall conform to the requirements of AWPAs.
- 2.4 TREATMENT; Insofar as practicable, each charge shall consist of pieces approximately equal in size, moisture, and sapwood content into which approximately equal quantities of preserving fluid can be injected. Each layer of material shall be separated at each end, and at the center when necessary, by treated strips at least three-eighths (3/8) inch in thickness; caps, stringers, and other large timbers shall be separated by a strip of at least one-half (1/2) inch thickness. All timber and lumber shall be treated in accordance with AWPAs treating practices unless otherwise specified herein.
- 2.5 PENETRATION; Treated timber and lumber shall show a 100 percent sapwood penetration or a minimum penetration of four (4) inches. The amount of preservative may be determined by assay or gauge readings at the discretion of the

Testing Engineer. Unless otherwise directed, the type and minimum amount of preservative retained shall be in accordance with the following:

<u>Material</u>	<u>Type Preservative</u>
a. Timber Piling, Walers, Top Cap Vertical Lagging or Wall Boards	CCA (water-born salts) treatment with minimum net retention of 2.50 pcf.
b. Fasteners and Connectors - use 304 stainless steel when in contact with MCA treated wood. Use hot-dipped galvanized steel elsewhere.	

2.6 HANDLING TREATED MATERIAL; Any bruising or rough handling will be cause for rejection.

2.7 STORAGE OF TREATED MATERIAL; All material treated for stock shall be stacked as compactly as possible on a well-drained surface. Material shall be supported on sills spaced as necessary, not to exceed ten (10) foot intervals and shall have at least one (1) foot of air space beneath the stacks.

### 3.0 MATERIALS STRUCTURAL STEEL

#### 3.1 REFERENCE STANDARDS

- a. ASTM A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2005.
- b. ASTM A 325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105ksi Minimum Tensile Strength; 2007a.
- c. ASTM A 325M - Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Tensile Strength (Metric); 2007.
- d. ASTM A 490 - Standard Specification for Structural Bolts, Alloy Steel, Heat-Treated, 150 ksi Minimum Tensile Strength; 2008a.
- e. ASTM A 563 - Standard Specification for Carbon and Alloy Steel Nuts; 2007a.
- f. ASTM F 1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength; 2007a.

#### 3.2 SUBMITTALS

- a. Shop Drawings:
  - Indicate profiles, sizes, spacing, and locations of structural members, openings, attachments, and fasteners.
  - Connections not detailed.



- Indicate cambers and loads.
- Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.

b. Manufacturer's Mill Certificate: Certify that products meet or exceed specified requirements.

**3.3 QUALITY ASSURANCE**

a. Design connections not detailed on the drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.

**3.4 PRODUCTS**

- a. High-Strength Structural Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, medium carbon, galvanized.
- b. High-Strength Structural Bolts: ASTM A 490 (ASTM A 490M), with matching ASTM A 563 (ASTM A 563M) nuts and ASTM F 436 washers; Type 1 alloy steel.

**3.5 FABRICATION**

- a. Fabricate connections for bolt, nut, and washer connectors.
- b. Develop required camber for members.

**3.6 FINISH**

a. Prepare structural component surfaces in accordance with ASTM A153.

**3.7 RETAINING WALL WITH SUPPORT SYSTEM**

- a. Retaining wall shall be constructed within the identified location and as per plans and specifications.
- b. Initial efforts shall be to dig a trench at the retaining wall locations, dewater the trench and vibrate wall piling in place to the required depth. Excavated trench shall not be deeper than the -2.5' elevation and only be wide enough to support the installation of timber wall piling, walers and vertical lagging boards. Excess width of trench shall not be permitted.
- c. Walers shall be properly fastened to the retaining wall piling as per plans and specifications.
- d. Vertical lagging boards shall be vibrated in place to where the bottom end of lagging boards is at the required depth of - 5.0' elevation and the top finish elevation of lagging board is six (6) inches above the top waler. It is anticipated that the top portion of lagging boards will be impaired as a result of vibrating in place. Therefore, the top of lagging boards while installing shall be slightly higher than the finish elevation to permit the impaired portion of

lagging board to be cut to the proper finish elevation. Vertical lagging boards shall be properly secured to the whalers as per plans and specifications.

- e. The top of Timber Retaining Wall Piling shall be cut to permit the placement of a 2" x 12" Top Cap board which will cover the top of the vertical lagging boards and a portion of timber piling. Additionally, prior to placement of top cap, a preformed ABS or approved equal Black Flat Piling Cover shall be installed on each retaining wall piling to protect the top portion of piling.
- f. Prior to backfilling the trench, the Anchor Piling and Tie Back System shall be installed. Excavation for Anchor piling and tie back system should be minimal to permit the installation. Excess excavation for installation of anchor piling and tie back system shall not be permitted. Anchor piling shall be vibrated in place to the required depth as per the plans and specifications.
- g. Prior to backfilling, tie back system shall be in place to ensure control of retaining wall location during backfilling of trench area. Additionally, geotextile fabric shall be placed on the fill side of retaining wall, bottom and back side of trench prior to backfilling. Geotextile Fabric shall be a Type VI Non-Woven material.
- h. A small amount of tension can be placed on the tieback rods during backfilled to prevent wall movement. Once backfilling is complete and compacted, the tieback rods shall be tensioned to straighten the wall and prevent future movement of the wall.
- i. Contractor shall backfill the trench with 57 stone in six (6) inch lifts having its individual stone facets properly oriented using a plate compactor, jumping jack, or other vibratory compaction device to properly compact stone up to twelve (12) inches below the finish grade with the final twelve (12) inches being filled with Insitu material.
- k. During all backfilling of excavated trench, dewatering of trench shall be required. All equipment necessary to dewater the excavated trench during construction and backfilling shall be an absorbed cost to Contractor.
- l. Excess excavation not used to perform final grading of the disturbed area of retaining wall shall be placed in the dewatering site until such time material is spread. Cost associated with placement of excess excavated material shall be an absorbed cost to Contractor.
- m. Upon completion of final grading, sod shall be placed along the east retaining wall as shown on the project plans.
- n. The Contractor shall comply with conditions and requirements of the Corps of Engineers Permit and other State or Federal permits assigned to the project. Working outside of the planned and permitted areas is not allowed.

- o. Soil Boring data of encountered soils, elevation of ground water and location of borings are found in Section 12 of these technical specifications.

**4.0 TIMBER WALL DIVERTER**

- a. After the west side of retention basin side slope has been constructed to the proper slope, the timber wall diverter shall be installed.
- b. The timber piling shall be vibrated in place to the finish elevation as outlined in the project plans. Piling shall be placed in a plum vertical position.
- c. Prior to installing the horizontal lag boards, a preformed ABS or approved equal Black Flat Piling Cover shall be installed on each piling to protect the top portion of piling. Cap shall be properly fastened to the piling with stainless screws with a rubber washer to prevent moisture from entering the plastic cap from the screw hole.
- d. Install the horizontal lagging boards and fasten in place as shown in the project plans.

**4.1 PERMITS**

- a. The Contractor shall comply with all conditions and requirements of the Corps of Engineers Permit and other State and Federal permits assigned to the project. Working outside of the planned and permitted areas is not allowed.

**4.2 ACCESS TO SITE**

- a. Contractor shall thoroughly inspect the project site to consider access to the identified project areas to effectively consider the necessary equipment and method to perform the required work outlined within the plans and specifications. Failure to do so will not result in additional cost associated with Contractor's failure to adequately inspect the project sites. Primary access to site shall be from Second Street. Use of the internal roadways of Centennial Plaza shall be avoided. If such use of an internal roadway is necessary to perform the required work, Contractor shall provide a written plan outlining the extent of use, type of equipment and time period use will be necessary to the Project Engineer for review and concurrence prior to any such use of roadway. Additionally, any damage to roadway and adjoining property of the internal roadway shall be repaired to pre-project conditions and all costs shall be an absorbed cost to Contractor.

**4.3 SPECIALTY EQUIPMENT**

- a. It shall be the Contractor's sole decision on the means and methods to complete the required timber retaining wall with support system and timber wall diverter. It is expected the Contractor may employ special equipment to

perform this phase of the project. Any cost associated with required equipment and methods shall be an absorbed cost to the Contractor.

**4.4 PAYMENT FOR TIMBER RETAINING WALL WITH SUPPORT SYSTEM**

- a. All work material, labor and equipment necessary to construct the timber retaining wall with support system and sod on the east side of retention basin, timber retaining wall with support system along the west side of retention basin and timber wall diverter shall be paid per linear foot as stipulated on the bid schedule.

**4.5 FINAL EXAMINATION AND ACCEPTANCE**

- a. An As-Built Drawings stamped by a Professional Land Surveyor of the timber retaining wall with support system and timber wall diverter shall be submitted to Engineer as record of the completed work for the project.

**END OF SECTION**

**SECTION 15200**

**DUAL WALL HIGH DENSITY CORRUGATED POLYETHYLENE PIPE**

**1.0 SCOPE**

This specification describes 12”– 60” (300 to 1500 mm) Dual Wall High Density Corrugated Polyethylene Pipe for use in gravity-flow storm drainage applications.

**2.0 PIPE REQUIREMENTS**

- 2.1 Dual Wall High Density Corrugated Polyethylene Pipe shall have a smooth interior and annular exterior corrugations.
- 2.2 12- through 60-inch (300 to 1500 mm) pipe shall meet ASTM F2881 or AASHTO M330.
- 2.3 Manning’s “n” value for use in design shall be 0.012

**3.0 JOINT PERFORMANCE**

- 3.1 Pipe shall be joined using a bell & spigot joint meeting the requirements of ASTM F2881 or AASHTO M330. The joint shall be watertight according to the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly. 12- through 60-inch (300 to 1500 mm) diameters shall have an exterior bell wrap installed by the manufacturer.

**4.0 FITTINGS**

- 4.1 Fittings shall conform to ASTM F2881 or AASHTO M330. Bell and spigot connections shall utilize a welded or integral bell and valley or inline gaskets meeting the watertight joint performance requirements of ASTM D3212.

**5.0 FIELD PIPE AND JOINT PERFORMANCE**

- 5.1 To assure water tightness, field performance verification may be accomplished by testing in accordance with ASTM F1417 or ASTM F2487. Appropriate safety precautions must be used when field-testing any pipe material. Contact the manufacturer for recommended leakage rates.

**6.0 MATERIAL PROPERTIES**

- 6.1 Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2881, Section 5 and AASHTO M330, Section 6.1.

## 7.0 INSTALLATION

- 7.1 Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in traffic areas for 12- through 48-inch (300 to 1200 mm) diameters shall be one foot (0.3 m) and for 60-inch (1500 mm) diameter the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), Class 2 (minimum 90% SPD), or Class 3 (minimum 95%) material. Maximum fill heights depend on embedment material and compaction level.

### Pipe Dimensions

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050 )	48 (1200)	60 (1500 )
Average Pipe I.D. in (mm)	12.2 (310)	15.1 (384)	18.2 (462)	24.1 (612)	30.2 (767)	36.0 (914)	42.0 (1067)	47.9 (1217)	59.9 (1521)
Average Pipe O.D. in (mm)	14.5 (368)	17.7 (450)	21.4 (544)	28.0 (711)	35.5 (902)	41.5 (1054)	47.4 (1204)	54.1 (1374)	67.1 (1704)
Minimum Pipe Stiffness * @ 5% Deflection #/in./in. (kN/m <sup>2</sup> )	75 (517)	60 (414)	56 (386)	50 (345)	46 (317)	40 (276)	35 (241)	35 (241)	30 (207)

\*Minimum pipe stiffness values listed; contact a representative for average values.

## 8.0 PAYMENT

- 8.1 Payment for removal of existing drainpipe and replacement with 20 L.F. - 12” HDPE Pipe shall be included in the Base Bid Item No 7 - 20 L.F. 12” HDPE Pipe and Concrete Repair Lump Sum price.

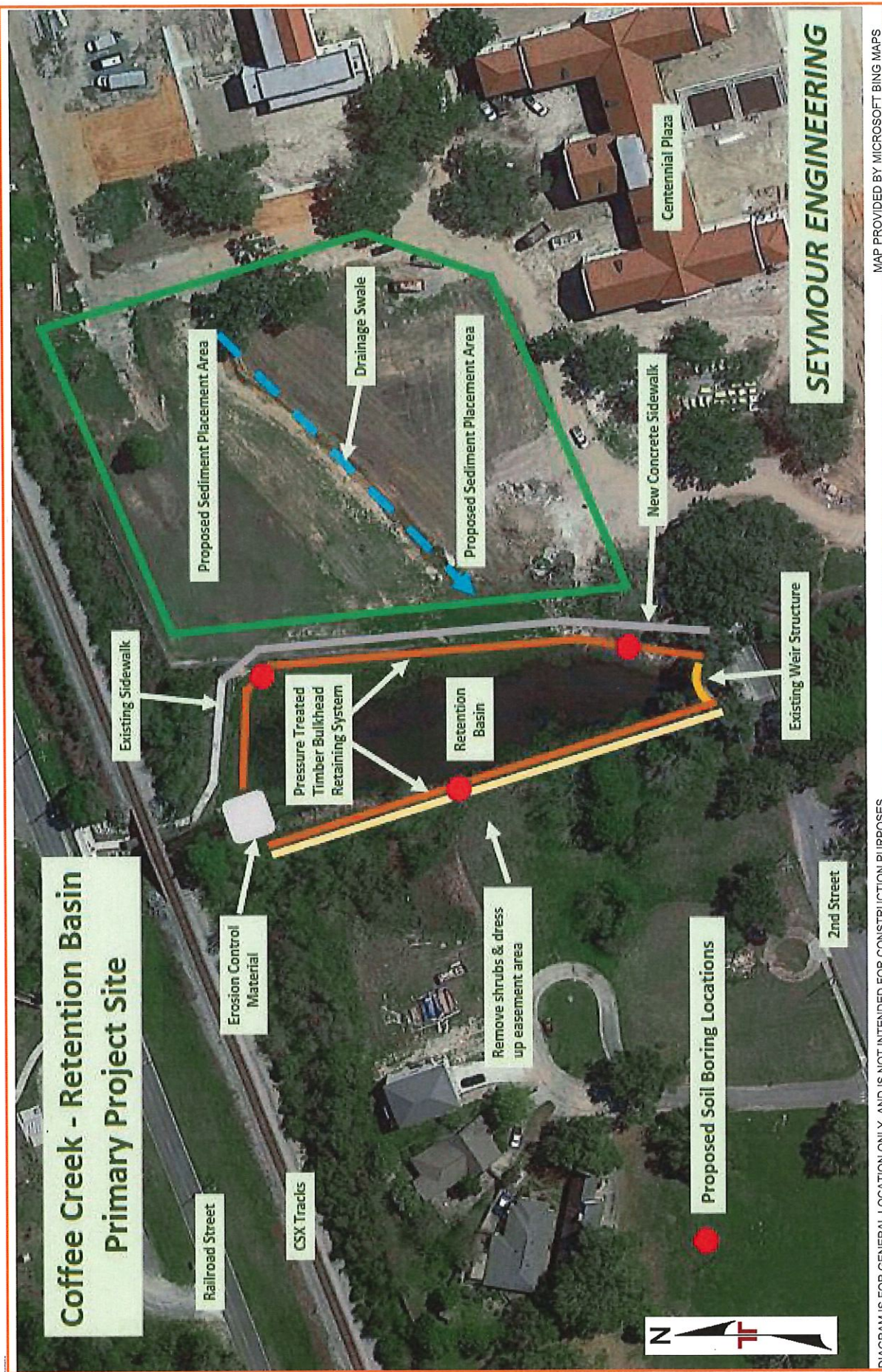
END OF SECTION

**SECTION 12**  
**SOIL BORINGS REPORT**



**EXPLORATION PLAN**

Coffee Creek Retention Basin Project ■ Gulfport, Harrison County, Mississippi  
January 28, 2020 ■ Terracon Project No. E4195047

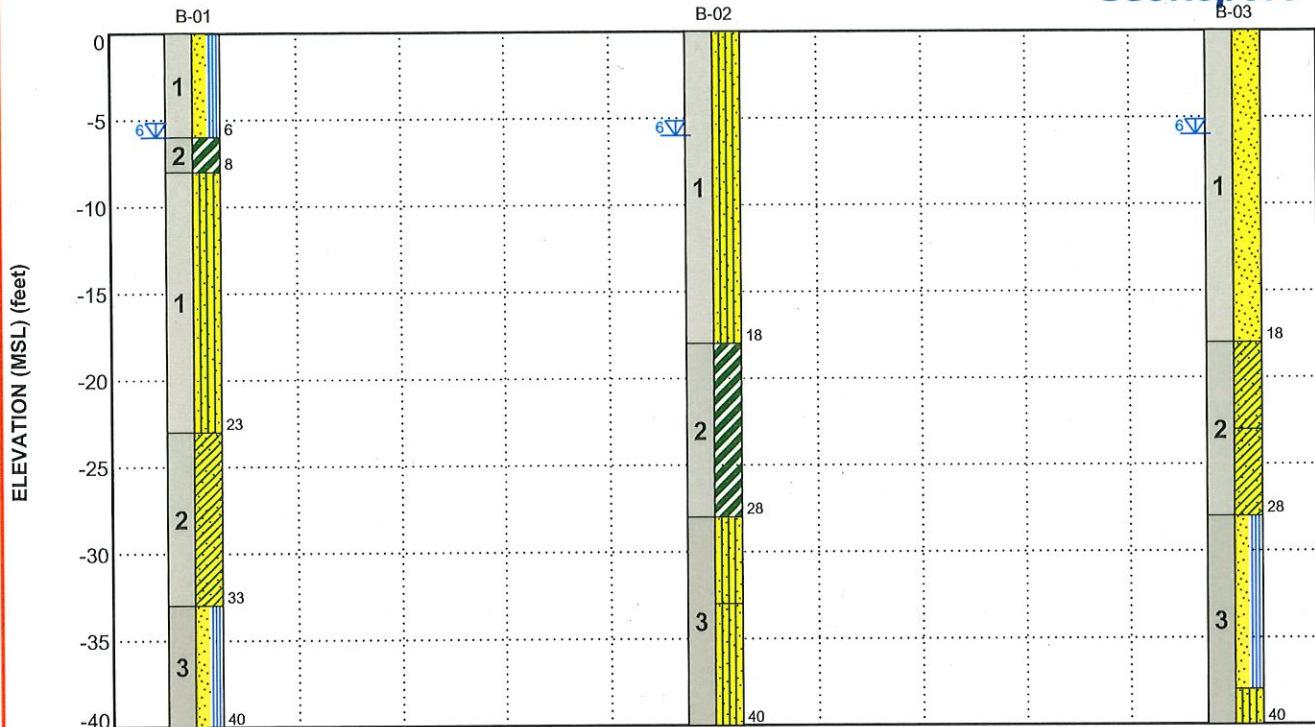




# GEOMODEL

Coffee Creek Retention Basin ■ Gulfport, MS  
Terracon Project No. E4195047

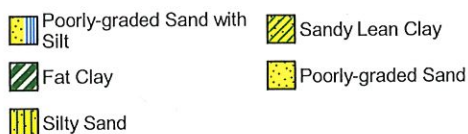
**Terracon**  
**GeoReport**



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	Upper Sand	Loose to very loose poorly graded sand to silty sand (SP-SM to SM)
2	Fat Clay to Sandy Clay	Very soft, highly plastic in some locations, typically between 18 and 23 feet from existing grade (CH, CL)
3	Lower Sand	Loose to medium dense (SM, SP-SM)

## LEGEND



▽ First Water Observation  
▽ Second Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time. Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

## NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

# BORING LOG NO. B-01

Page 1 of 1

**PROJECT:** Coffee Creek Retention Basin

**CLIENT:** Seymour Engineering  
Biloxi, MS

**SITE:** E. Railroad Street  
Gulfport, MS

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT: GEO SMART LOG-NO WELL E4195047 COFFEE CREEK RETE.GPJ TERRACON\_DATA\TEMPLATE.GDT 1/6/20

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 30.379° Longitude: -89.0551°	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	ATTERBERG LIMITS	PERCENT FINES
							LL-PL-PI	
	DEPTH							
	<b>POORLY GRADED SAND WITH SILT (SP-SM)</b> , with wood fragments, gray and brown, very loose			X	1-1-2 N=3	17		
				X	1-1-1 N=2	38		7
		5	▽	X	WOH, WOH, WOH N=0	24		
	<b>FAT CLAY (CH)</b> , brown, very soft			X	WOH, WOH, WOH N=0	122		
		8.0		X	WOH, WOH, WOH N=0	59		
	<b>SILTY SAND (SM)</b> , gray and brown, very loose			X	WOH, WOH, WOH N=0	37		
	- loose below 14'	15		X	2-4-4 N=8	33		14
		20		X	3-5-2 N=7	24		
		23.0		X	WOH, WOH, WOH N=0	35	28-15-13	
	<b>SANDY LEAN CLAY (CL)</b> , gray, very soft			X	1-2-2 N=4	30		
	- soft below 28'	30		X	5-9-11 N=20	23		
		33.0		X	3-6-7 N=13	26		
	<b>POORLY GRADED SAND WITH SILT (SP-SM)</b> , gray, medium dense							
		40.0						
	<b>Boring Terminated at 40 Feet</b>							

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid-Flight Auger: 0' - 13'  
Rotary Wash: 13' - 40'

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with bentonite upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

## WATER LEVEL OBSERVATIONS

▽ While drilling

▽ After 15 min

# Terracon

285 Gulfwater Dr  
Biloxi, MS

Boring Started: 12-18-2019

Boring Completed: 12-18-2019

Drill Rig: Tractor

Driller: J. Bradshaw

Project No.: E4195047

# BORING LOG NO. B-02

Page 1 of 1

PROJECT: Coffee Creek Retention Basin

CLIENT: Seymour Engineering  
Biloxi, MS

SITE: E. Railroad Street  
Gulfport, MS

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 30.3784° Longitude: -89.0551°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	ATTERBERG LIMITS	PERCENT FINES
							LL-PL-PI	
	DEPTH							
	<b>SILTY SAND (SM)</b> , gray and brown, very loose to loose				2-5-3 N=8	22		
					1-3-2 N=5	23		
		5	▽		2-1-2 N=3	25		
					1-2-4 N=6	27		14
		10			1-2-2 N=4	25		
					2-4-3 N=7	30		
		15			WOH, WOH, WOH N=0	37		
	18.0							
	<b>FAT CLAY (CH)</b> , gray, very soft				WOH, WOH, WOH N=0	111	135-36-99	
		20						
		25			WOH, WOH, WOH N=0	37		
	28.0							
	<b>SILTY SAND (SM)</b> , gray, very loose				WOH, WOH, WOH N=0	26	NP	25
		30						
	33.0							
	<b>SILTY SAND (SM)</b> , gray, medium dense				6-11-12 N=23	22		
		35						
					12-11-10 N=21	25		
	40.0							
	<b>Boring Terminated at 40 Feet</b>							

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid-Flight Auger: 0' - 13'  
Rotary Wash: 13' - 40'

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with bentonite upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

## WATER LEVEL OBSERVATIONS

▽ While drilling

▽ After 15 min

**Terracon**

285 Gulfwater Dr  
Biloxi, MS

Boring Started: 12-18-2019

Boring Completed: 12-18-2019

Drill Rig: Tractor

Driller: J. Bradshaw

Project No.: E4195047

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL E4195047 COFFEE CREEK RETE.GPJ TERRACON\_DATATEMPLATE.GDT 1/6/20



# BORING LOG NO. B-03




Page 1 of 1

**PROJECT:** Coffee Creek Retention Basin

**CLIENT:** Seymour Engineering  
Biloxi, MS

**SITE:** E. Railroad Street  
Gulfport, MS

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL E4195047 COFFEE CREEK RETE.GPJ TERRACON\_DATATEMPLATE.GDT 1/8/20

GRAPHIC LOG	LOCATION See <span style="color: orange;">Exploration Plan</span> Latitude: 30.3781° Longitude: -89.0554°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	ATTERBERG LIMITS	PERCENT FINES
							LL-PL-PI	
	DEPTH							
	<b>POORLY GRADED SAND (SP)</b> , gray and brown, loose			X	2-3-6 N=9	16		
	- medium dense below 2'			X	4-5-5 N=10	7		
		5	▽	X	2-5-7 N=12	22		
				X	2-8-10 N=18	25		4
		10		X	1-2-8 N=10	23		
				X	1-7-10 N=17	22		
		15		X	10-10-10 N=20	23		
				X	2-1-6 N=7	54		
		20						
		23.0		X	WOH, WOH, WOH N=0	35	34-24-10	
	<b>SANDY LEAN CLAY (CL)</b> , gray, medium stiff	18.0						
	<b>SANDY LEAN CLAY (CL)</b> , gray, very soft	23.0						
	<b>POORLY GRADED SAND WITH SILT (SP-SM)</b> , gray, loose	28.0		X	3-4-4 N=8	23	NP	8
	- medium dense below 33'			X	3-4-6 N=10	24		
		38.0		X	6-12-14 N=26	23		14
	<b>SILTY SAND (SM)</b> , gray, medium dense	40.0						
	<b>Boring Terminated at 40 Feet</b>							

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid-Flight Auger: 0' - 10'  
Rotary Wash: 10' - 40'

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with bentonite upon completion.

See Supporting Information for explanation of symbols and abbreviations.

## WATER LEVEL OBSERVATIONS

▽ While drilling

▽ After 15 min

**Terracon**

285 Gulfwater Dr  
Biloxi, MS

Boring Started: 12-18-2019

Boring Completed: 12-18-2019

Drill Rig: Tractor

Driller: J. Bradshaw

Project No.: E4195047

**APPENDIX B**  
**FINAL RELEASE OF CLAIMS**  
**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

Project Name: **COFFEE CREEK OUTFALL REPLACEMENT**

WHEREAS, by the terms of the MDMR Standard Terms and Conditions stated in the section entitled Release Prior to Final Payment, entered into by the Mississippi Department of Marine Resources and the Contractor, \_\_\_\_\_, for the above-named Project, it is provided that after completion of all Work or settlement upon termination of the Contract, and prior to final payment, the Contractor will furnish the Mississippi Department of Marine Resources with a full and final release of all claims.

NOW, THEREFORE, in consideration of the above premises and upon the payment by the Mississippi Department of Marine Resources to the Contractor pursuant to the above referenced terms in the sum of \$\_\_\_\_\_, the Contractor hereby remises, releases, and forever discharges the Mississippi Department of Marine Resources, its officers, agents, and employees, of and from all manner of debts, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, for any and all Work performed and materials provided by the Contractor on the above-named Project.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title



**STATE OF MISSISSIPPI**

Tate Reeves  
Governor

**MISSISSIPPI DEPARTMENT OF MARINE  
RESOURCES**

Joe Spraggins, Executive Director

**Mississippi Regional General Permit Program**

Certification Number: DMR-150198

Date: April 10, 2020

Issued to: Mississippi Department of Marine Resources  
1141 Bayview Avenue  
Biloxi, MS 39530

Project Description: Bulkhead, Riprap, and Maintenance Dredge

Project Location: Unnamed canal adjacent to Coffee Creek  
250 East Railroad Street  
Gulfport, Harrison County, Mississippi

DMR Project Manager: Brock Peacock  
228-523-4105  
Brock.Peacock@dmr.ms.gov

***NOTICE: Read this document carefully. Failure to follow the listed conditions can result in substantial fines and penalties.***

This document serves as certification that the subject activity has been reviewed by the Mississippi Department of Marine Resources (MDMR) and is found to be in compliance with the Mississippi Coastal Wetlands Protection Act, MS Code § 49-27-1 et seq., as amended, and United States Army Corps of Engineers (USACE), Mobile District, Mississippi General Permits\* MSGP-01 and MSGP-07 dated May 17, 2018. It is issued under the provisions of federal and state laws for the protection of coastal wetlands within the State of Mississippi.

The following activities and impacts are authorized by this certification as indicated on the attached approved diagram:

1. Relocation of an area of riprap measuring 30 linear feet from the adjacent shoreline to the channel between the existing bridge and weir

2. Construction of a bulkhead 500 feet in length at or landward of mean high water as depicted on the attached Proposed Layout
3. Maintenance dredging of an area 350 feet in length and 80 feet in width from a depth ranging between 0.5 feet below mean low water and 2.5 feet below mean low water to a depth of 5 feet below mean low water. Approximately 1500 cubic yards of material may be removed

The applicant must abide by specific conditions as listed below in addition to general conditions as found in the USACE, Mobile District, Mississippi General Permits\* dated May 17, 2018.

**Any deviations beyond the above-authorized dimensions, the project footprint as shown on the attached approved diagram, or the specific conditions as set forth below will be considered a violation and may result in the revocation of the permit. Violations of these conditions may be subject to fines, project modifications, and/or site restoration. Both the permittee and the contractor may be held liable for such violations or for conducting unauthorized work. A modification to the project dimensions or footprint or to these conditions may be requested by submitting a written request along with a revised project diagram to the MDMR. Proposed modifications to project dimensions, footprint, or conditions must be approved in writing prior to commencement of work.**

The specific conditions of this certification are as follows:

1. Riprap must:
  - a. Be clean and free of exposed rebar, asphalt, plastic, soil, etc.
  - b. Not extend farther than 3-6 feet into the waterway from the mean high tide line or ordinary high water line
  - c. Not exceed an average of one (1) cubic yard placed below the plane of ordinary high water or the plane of mean high tide per linear foot of shoreline being protected
2. All authorized structures (including mooring pilings) must:
  - a. Be marked with reflectors and/or lights to avoid navigational hazards
  - b. Be constructed from steel, concrete, plastic, vinyl, or timber treated to meet appropriate marine conditions
  - c. Be open-sided except for the above-described enclosed storage area(s) no more than 100 square feet in area
  - d. Not be more than 25 feet above mean high tide in height
  - e. Not extend further than 25% of the distance across the waterbody
  - f. Not be a hazard to navigation
  - g. Not provide more than 5 boat berthing areas (including those for personal watercraft)
  - h. Not provide for the permanent mooring of houseboats
  - i. Not include fueling facilities, toilets, habitable structures, or activities that produce "gray water"
  - j. Not be constructed from materials containing creosote
3. Debris removed must:
  - a. Be properly disposed of in a Mississippi Department of Environmental Quality (MDEQ) approved/permitted facility
  - b. Not consist of debris that is itself historic (e.g., shipwrecks)
  - c. Not be burned without prior approval from the MDEQ's Air Division

- d. Not consist of gravel, sand, silt, hazardous materials, or trees or stumps (living or dead) snagged from a stream bank (imbedded trees may be cut off, but their stumps must not be removed from the bank)
  - e. Not result in reshaping of the channel or its side slopes or redistribution of material in the channel
- 4. All dredging and excavation (maintenance dredging, creation of a new channel, or creation of an indented boat slip or boat ramp) must:
  - a. Maintain a minimum distance of 10 feet between the dredge area and any wetlands or submerged aquatic vegetation
  - b. Result in areas that gradually increase in depth toward open water
  - c. Result in areas that have a minimum 3:1 (horizontal: vertical) side slope
  - d. Minimize turbidity at the dredge site by methods such as using staked filter cloth, staged construction, and/or the use of turbidity screens around the immediate project site
  - e. Not result in sinks or sumps
  - f. Not exceed the controlling navigational depth of the receiving or adjacent waters
  - g. Not impact wetlands, submerged aquatic vegetation, or shellfish beds (for maintenance dredging or new channel dredging in man-made waterbodies, exceptions may be made for noxious, invasive, or exotic vegetation, as determined or verified by staff)
- 5. All dredged or excavated material must:
  - a. Be placed in on-site uplands (The disposal area shall have side slopes of at least 3:1 (horizontal:vertical) or equivalent measures, shall be immediately seeded and/or stabilized, and appropriate Best Management Practices (BMPs) shall be utilized to prevent the movement of sediment off-site and into adjacent Waters of the State, wetlands, or drainage areas. These BMPs include, but are not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area shall be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent.)
  - b. Not be placed on sand beaches or be used to raise the elevation of any wetlands
- 6. All authorized activities must:
  - a. Use Best Management Practices (BMPs) at all times during construction, including, but not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site
  - b. Be conducted in a manner that minimizes the discharge of turbid waters into Waters of the State (Turbidity outside the limits of a 750-foot mixing zone must not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units)
  - c. Have appropriate wastewater permits and/or approvals for the proposed activity in place prior to the commencement of construction activities
  - d. Have appropriate stormwater permits, approvals, and/or measures in place prior to the commencement of construction activities (For projects greater than five acres of total ground disturbances including clearing, grading, excavating, or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit; For projects greater than one to less than five acres of total ground disturbance including clearing,



grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit)

- e. Not result in construction debris, sewage, oil, refuse, other pollutants, or unauthorized fill material entering Coastal Wetlands or Waters of the State
- f. Not impact wetlands, submerged aquatic vegetation, or shellfish beds unless specifically authorized above

**Work authorized by this certification must be completed on or before:  
May 17, 2023.**

***Enclosed is a Notice of Compliance (NOC) which must be conspicuously displayed at the site during construction of the authorized work.***

Issuance of this certification by MDMR does not release the applicant from other legal requirements including but not limited to other applicable federal, state, or local laws, ordinances, zoning codes, or other regulations, including a possible Tidelands Lease from the MS Secretary of State's Office, required City or County construction setbacks, or building permits from the City or County where the project is located. A list of contacts has been provided for your assistance in determining whether any further certifications are required.

This certification conveys no title to land and water, does not constitute authority for reclamation of coastal wetlands and does not authorize invasion of private property or rights in property.

It is the responsibility of the applicant or property owner and their contractors and authorized agents to construct all authorized structures in a manner that does not impede access to riparian/littoral zones of adjacent property owners or other property owners in the vicinity (see MS Code Annotated § 49-15-9, enclosed). Failure to adhere to this could result in legal action by the affected parties. The MDMR does not make property or riparian/littoral boundary determinations.

Please notify this Department upon completion of the permitted project so that compliance checks may be conducted by MDMR staff.

THIS CERTIFICATION IS EFFECTIVE IMMEDIATELY.

**Willa Brantley**  
Digitally signed by Willa Brantley  
Date: 2020.04.10 10:25:39  
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Willa J. Brantley  
Director, Bureau of Wetlands Permitting  
MS Department of Marine Resources

WJB/bhp

Attachments: NOC/Approved Diagram  
General Permits  
MS Code Annotated § 49-15-9

cc: MS Team Leader, USACE

Ms. Florance Bass, OPC  
Mr. Raymond Carter, SOS

\* General Permits for Minor Structures and Activities in the State of Mississippi and Outer Continental Shelf Waters off the Coast of Mississippi Within the Regulatory Boundaries of the Mobile District, U.S. Army Corps of Engineers (This document can be accessed on the MDMR website at [http://dmr.ms.gov/images/permitting/General\\_Permits\\_2018.pdf](http://dmr.ms.gov/images/permitting/General_Permits_2018.pdf))



**Department of Marine Resources**

**NOTICE OF COMPLIANCE  
DMR- 150198 GENERAL PERMIT  
THIS NOTICE ACKNOWLEDGES THAT:**

**DATE: April 10, 2020**

**Mississippi Department of Marine Resources  
1141 Bayview Avenue  
Biloxi, MS 39530**

**HAS, THROUGH APPLICATION TO THIS DEPARTMENT, DULY COMPLIED WITH THE MISSISSIPPI COASTAL WETLANDS PROTECTION ACT AND THE UNITED STATES ARMY CORPS OF ENGINEERS MOBILE DISTRICT MISSISSIPPI GENERAL PERMITS DATED MAY 17, 2018 (GENERAL PERMITS). THE FOLLOWING ACTIVITIES AND IMPACTS ARE AUTHORIZED AS INDICATED ON THE ATTACHED APPROVED DIAGRAM:**

1. Relocation of an area of riprap measuring 30 linear feet from the adjacent shoreline to the channel between the existing bridge and weir
2. Construction of a bulkhead 500 feet in length at or landward of mean high water as depicted on the attached Proposed Layout
3. Maintenance dredging of an area 350 feet in length and 80 feet in width from a depth ranging between 0.5 feet below mean low water and 2.5 feet below mean low water to a depth of 5 feet below mean low water. Approximately 1500 cubic yards of material may be removed

On an unnamed canal adjacent to Coffee Creek at 250 East Railroad Street in Gulfport, Harrison County, Mississippi.

Furthermore, this project as proposed has been found to be consistent with all guidelines for conduct of regulated activities in coastal wetlands as set forth in the Mississippi Coastal Program.

**No construction debris or unauthorized fill material shall be allowed to enter coastal wetlands or waters.**

**ALL CONDITIONS AS SPECIFIED IN THE WRITTEN CERTIFICATION DATED APRIL 10, 2020, TO WHICH THIS NOTICE OF COMPLIANCE AND APPROVED DIAGRAM ARE ATTACHED MUST BE FOLLOWED AT ALL TIMES DURING CONSTRUCTION AND CONTINUING FOR THE LIFE OF THE PROJECT. ANY DEVIATIONS FROM THESE CONDITIONS, THE ABOVE-LISTED DIMENSIONS, OR THE PROJECT FOOTPRINT AS SHOWN ON THE ATTACHED APPROVED DIAGRAM SHALL BE CONSIDERED A VIOLATION AND MAY RESULT IN THE REVOCATION OF THE PERMIT.**

**VIOLATIONS MAY BE SUBJECT TO FINES, PROJECT MODIFICATIONS, AND/OR SITE RESTORATION. BOTH THE PERMITTEE AND THE CONTRACTOR MAY BE HELD LIABLE FOR SUCH VIOLATIONS OR FOR CONDUCTING UNAUTHORIZED WORK.**

**Willa Brantley** Digitally signed by Willa Brantley  
Date: 2020.04.10 10:26:24 -05'00'

**Director, Bureau of Wetlands Permitting**

**POST THIS NOTICE CONSPICUOUSLY AT SITE OF WORK**





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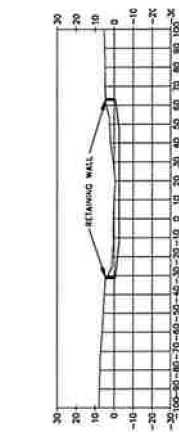
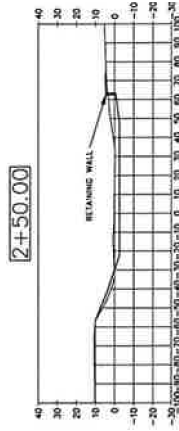
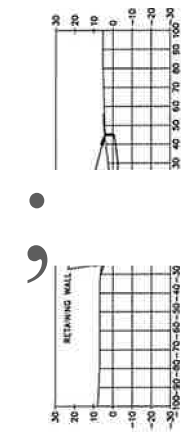
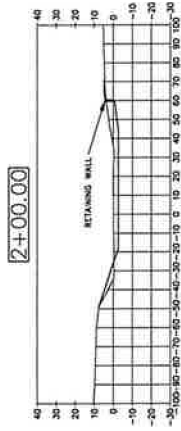
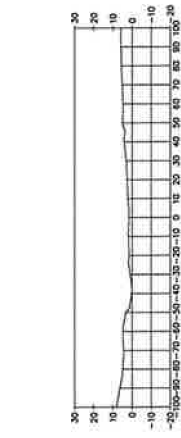
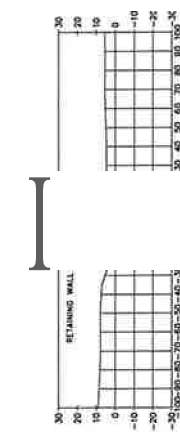
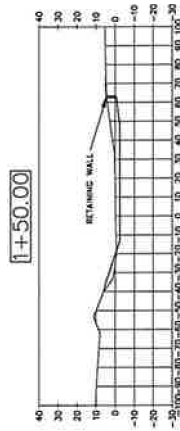
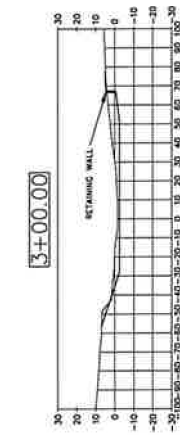
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CROSS SECTIONS

## Miss. Code Ann. § 49-15-9

### COPY Citation

Current through the 2019 Regular Session.

Mississippi Code 1972 Annotated > Title 49. Conservation and Ecology (Chs. 1 - 37) > Chapter 15. Seafood (Arts. 1 - 7) > Article 1. General Provisions. (§§ 49-15-1 - 49-15-100.3)

#### § 49-15-9. Rights of riparian owners on Gulf Coast defined.

The sole right of planting, cultivating in racks or other structures, and gathering oysters and erecting bathhouses and other structures in front of any land bordering on the Gulf of Mexico or Mississippi Sound or water tributary thereto belongs to the riparian owner and extends not more than seven hundred fifty (750) yards from the shore, measuring from the average low water mark, but where the distance from shore to shore is less than fifteen hundred (1500) yards the owners of either shore may plant and gather to a line equidistant between the two (2) shores, but no person shall plant in any natural channel so as to interfere with navigation, and such riparian rights shall not include any reef or natural oyster bed and does not extend beyond any channel. A riparian owner shall comply with the Coastal Wetlands Protection Act in exercising the use of these riparian rights. Stakes of such frail materials as will not injure any watercraft may be set up to designate the bounds of the plantation, but navigation shall not be impeded thereby. The riparian owner shall clearly mark such cultivation racks and other structures. The commission may adopt regulations to require that the racks are adequately marked to ensure the safety of users of public waters. Any oysters planted by such riparian owner are the private property of such riparian owner, subject to the right of the commission to adopt reasonable rules and regulations as to the planting and gathering of such oysters. All bathhouses, piers, wharfs, docks and pavilions or other structures owned by riparian owner are likewise the private property of such owner who shall be entitled to the exclusive use, occupancy and possession thereof and may abate any private or public nuisance committed by any person or persons in the area of his riparian ownership and may, for such purposes, resort to any remedial action authorized by law. The governing authorities of any municipality and the board of supervisors of any county are authorized to adopt reasonable rules and regulations to protect riparian owners in the enjoyment of their riparian rights, and for such purposes may regulate the use of beaches, landings, and riparian areas abutting or fronting on roads, streets or highways.

#### History

Codes, 1942, § 6047-10; Laws, 1960, dl. 173, § 10; Laws, 1962, dl. 193, § 10; Laws, 1991, ch. 438 § 1, eff. from and after passage (approved March 21, 1991).

Mississippi Code 1972 Annotated

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# CHECK BEFORE YOU BUILD

YOU MAY NEED ANOTHER PERMIT FROM YOUR CITY OR COUNTY:

## **Jackson County**

Building Department -Pascagoula Office: (228) 769-3056

Building Department -Ocean Springs Office: (228) 818-1890

Building Permits: (228) 769-3057

## **City of Pascagoula**

Planning and Building Department: (228) 938-6620

## **City of Moss Point**

Building Inspections Department: (228) 474-0170

## **City of Gautier**

Planning & Building Department: (228) 497-1878

## **City of Ocean Springs**

Planning Department: (228) 875-6712

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## **Harrison County**

Engineering Department: (228) 832-4891

## **City of Biloxi**

Engineering Department: (228) 435-6269

## **City of D'Iberville**

Building Department: (228) 392-7966 ext. 6001

## **City of Gulfport**

Building Code Services: (228) 868-5715

## **City of Long Beach**

Building Department: (228) 863-1554

## **City of Pass Christian**

Building Code & Code Enforcement Department: (228) 452-3316 or (228) 452-3324

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## **Hancock County**

Planning and Zoning Department: (228) 467-4157

## **City of Bay St. Louis**

Planning and Zoning Department: (228) 466-5516

## **City of Waveland**

Building/ Planning & Zoning / Blighted and Abandoned Properties Department: (228) 466-2549

## **City of Diamondhead**

City Hall: (228) 222-4626

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## **MS Secretary of State's Office**

(228) 864-0254





REPLY TO  
ATTENTION OF:

**DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, MOBILE DISTRICT  
P.O. BOX 2288  
MOBILE, ALABAMA 36628-0001**

Mississippi Branch  
Regulatory Division

**GENERAL PERMITS FOR MINOR STRUCTURES AND ACTIVITIES  
IN THE STATE OF MISSISSIPPI  
WITHIN THE REGULATORY BOUNDARIES OF THE MOBILE DISTRICT  
U.S. ARMY CORPS OF ENGINEERS.**

Effective Date: May 17, 2018

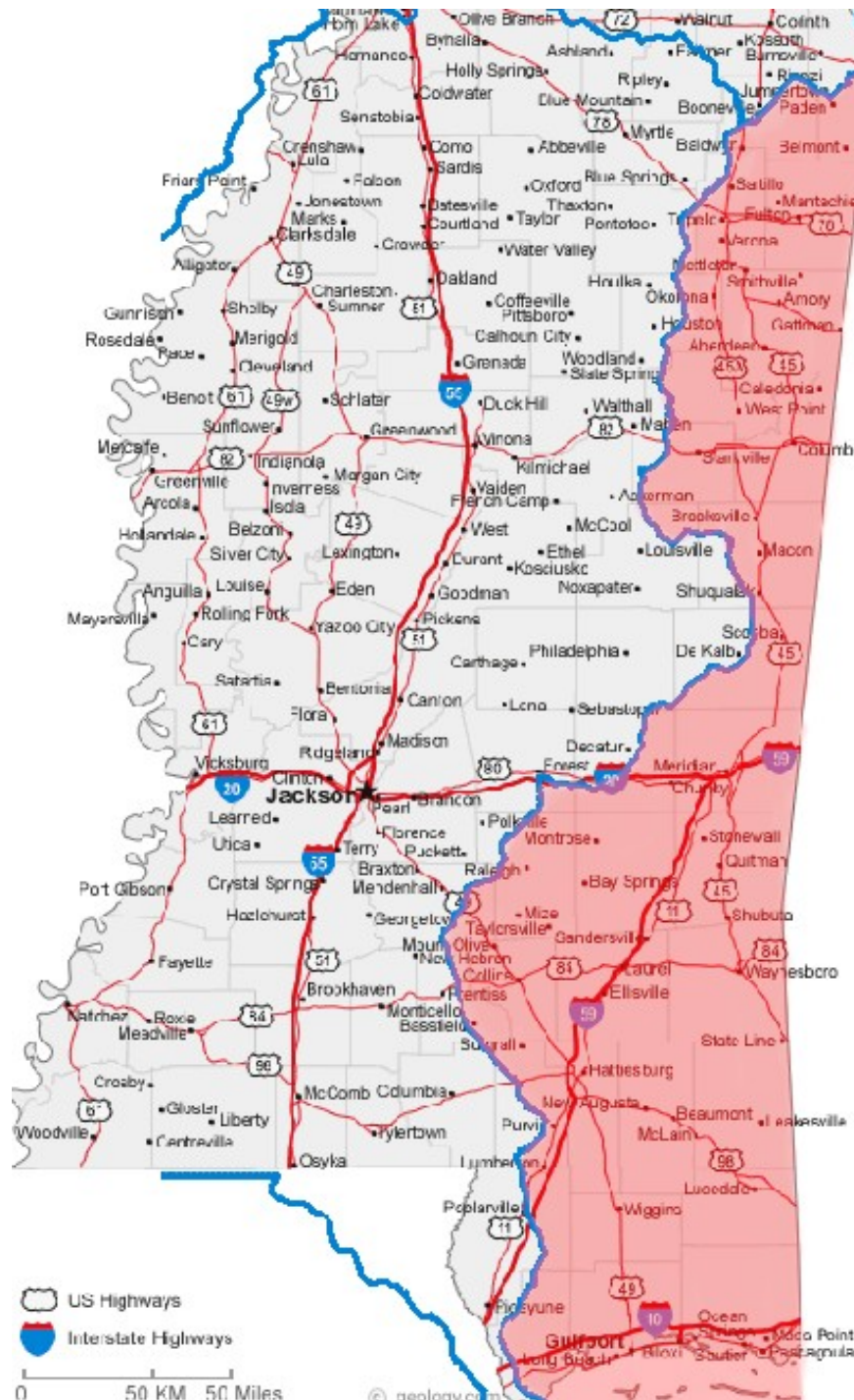
Expiration Date: May 17, 2023

Pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344), the Mobile District, U.S. Army Corps of Engineers (Mobile District) hereby revises and issues the following Mississippi General Permits (MSGP) for a period of 5 years. In an effort to eliminate unnecessary duplication of efforts among agencies and to streamline the permitting process for routine projects with only minimal impacts, the Mobile District will regulate specific minor structures and activities in waters of the U.S., in the state of Mississippi, within the Regulatory boundaries of the Mobile District under the Regional General Permits identified herein. These permits will supersede the Mississippi General Permits issued April 01, 2013.

<b>MISSISSIPPI GENERAL PERMITS SUMMARY</b>		
<b>Permit</b>	<b>Activities</b>	<b>Page Number</b>
MSGP-01	Shoreline Stabilization	5
MSGP-02	Docks, Piers, Wharves, Boat Shelters	6
MSGP-03	<i>Reserved</i>	7
MSGP-04	Mooring Pilings and Single Pile Structures	7
MSGP-05	Boat Slips/Boat Berths	7-8
MSGP-06	Boat Ramps	8-9
MSGP-07	Maintenance Dredging	9
MSGP-08	New Work Channel Dredging	10
MSGP-09	Fill in Previously Dredged Areas	11
MSGP-10	Debris Removal	11
MSGP-11 through 17	<i>Reserved</i>	12

**GEOGRAPHIC APPLICABILITY**

The MSGPs are applicable in waters of the U.S. within the regulatory boundaries of the Mobile District (shaded area below). The Mobile District regulatory boundaries encompass the state of Mississippi east of the Pearl River Basin to the eastern border of the state and north to Mile 442.3 of the Tennessee-Tombigbee Waterway Project. The MSGPs are **excluded** from use in areas outside the footprints of existing marinas in the Mississippi Sound south of the Highway 90 bridges over the Biloxi Bay and St. Louis Bay. For a site specific determination of applicability, please contact the Mobile District.



## APPLICATION

For project specific verification under the MSGPs, pre-construction notification must be submitted in the form of a completed Joint Application and Notification, U.S. Department of the Army Corps of Engineers, Mississippi Department of Marine Resources, Mississippi Department of Environmental Quality/Office of Pollution Control form. The Mississippi application form can be accessed at our website, [www.sam.usace.army.mil/Missions/Regulatory](http://www.sam.usace.army.mil/Missions/Regulatory). The following information is typically required for authorization under the Mississippi General Permits:

- (a) Joint Application and Notification Form completed in its entirety;
- (b) Applicant name, address, and contact information;
- (c) Agent name, address, and contact information as well as an agent authorization statement from the applicant;
- (d) Location of the proposed project including street address and latitude and longitude;
- (e) Project description, purpose, and need;
- (f) 8½" x 11" vicinity map indicating project location;
- (g) 8½" x 11" diagrams and plan views of the entire property and the proposed project;
- (h) 8½" x 11" cross-section diagrams of the proposed structures and/or areas of dredge and fill;
- (i) Delineation of wetlands and/or submerged aquatic vegetation;
- (j) Distance across the waterway; and
- (k) Notification of any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the National Register of Historic Places which are located on the subject property or would be affected by the proposed activity.

In most instances, a proposed project complying with the conditions of the MSGPs, including the attached General Conditions, can receive project specific authorization. However, conformance with the conditions contained in the MSGPs does not necessarily guarantee authorization under the MSGP. Any proposed project not complying with the conditions of a General Permit will be evaluated as a Standard Permit or Letter of Permission and will be individually coordinated with third parties, including the Federal and state resource agencies.

## ADMINISTRATION

Applicants for MSGPs must receive project-specific verification prior to conducting regulated activities in waters of the U.S.

Applications for MSGPs may be submitted to and verifications issued by:

**U.S. Army Corps of Engineers**  
**Attention: Regulatory Division**  
**Post Office Box 2288**  
**Mobile, Alabama 36628-0001**  
**Telephone: (251) 690-2658**

For projects located in the three coastal counties of Mississippi (**Hancock, Harrison, and Jackson**), authorization is also required from the Mississippi Department of Marine Resources (DMR). Applications may be submitted to the Mobile District through the DMR and verifications issued by:

**Mississippi Department of Marine Resources**  
**1141 Bayview Avenue**  
**Biloxi, Mississippi 39530**  
**Telephone: (228) 374-5000**

Projects located on Corps lakes of the Tennessee-Tombigbee Waterway must be reviewed and approved by a Resource Manager and the pre-construction notification/application should be submitted to the appropriate office of the Mississippi Lakes of the Tennessee-Tombigbee Waterway:

**U.S. Army Corps of Engineers**  
**Tenn-Tom Project Management Office**  
**3606 West Plymouth Road**  
**Columbus, Mississippi 39701-9504**  
**Telephone: (662) 327-2142**

**U.S. Army Corps of Engineers**  
**Project Manager, Okatibbee Lake**  
**Post Office Box 98**  
**Collinsville, Mississippi 39325-0098**  
**Telephone: (601) 626-8431**

### **SPECIAL COORDINATION AND CONDITIONS OF THE MSGPs**

Prior to verification, some projects will require additional coordination based on location or activity.

To ensure there are no adverse impacts to cultural or historic resources, the Mississippi Department of Archives and History (MDAH) will be consulted prior to verifying work authorized by MSGP-05 for Boat Slips/Boat Berths when the boat slip is constructed in uplands, MSGP-06 for Boat Ramps, MSGP-08 for New Work Channel Dredging, and MSGP-10 for Debris Removal when debris to be removed is more than 50 years old. Once application is made for one of the above-noted MSGPs, MDAH will be provided a copy of the application and a color map of the project location and will be afforded 30 days to comment. If MDAH offers no objection or the applicant voluntarily incorporates the recommendations of MDAH, the project may be verified by the issuing agency. If MDAH recommends a Cultural Resource Survey or provides comments regarding the potential to affect historic resources, consultation must be completed between MDAH and the Mobile District prior to permit verification.

Compliance with conditions of the State Water Quality Certifications for the MSGPs is required. The State Water Quality Certifications are incorporated as attachments to the MSGPs.

### **DURATION OF THE MSGPs**

These General Permits are valid for five (5) years unless they are modified, reissued, or revoked in the interim. The MSGPs are scheduled to be modified, reissued, or revoked prior to May 17, 2023. Construction authorized under the MSGPs must be complete before May 17, 2023, except for projects verified within the final year of the MSGP authority; in which case, permittees will have twelve (12) months from the date of their project-specific verification to complete the authorized activities under the present terms and conditions of the MSGPs.

### **REVOCATION OF THE MSGPs**

These permits may be revoked by issuance of a public notice at any time the Mobile District determines that the cumulative effects of the activities authorized herein have an adverse effect on the public interest. Following such revocation, any future activities in areas covered by these General Permits will be processed as Individual or Nationwide Permits. However, if you commence or are under contract to commence an authorized activity before the date that the relevant MSGP is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the MSGPs to complete the activity under the present terms and conditions of the MSGP.

JAMES A. DELAPP  
Colonel, U.S. Army  
District Commander

BY: \_\_\_\_\_  
Craig. J. Litteken, PMP  
Chief, Regulatory Division

SAM-2016-01232-MJF

**MSGP-01 – SHORELINE STABILIZATION:**

This permit authorizes the placement of bulkheads, armoring systems (e.g., riprap), bioengineering, and other standard shoreline protection/stabilization devices roughly paralleling, and at, the shoreline or bank for new construction. This permit also authorizes the repair, replacement and maintenance of previously permitted, currently serviceable structures.

**Placement of Structure(s):** Protection structures must be along the existing shoreline at the mean high tide line in tidal waterbodies, ordinary high water line in non-tidal waterbodies, or landward of all jurisdictional wetlands (including bottomland hardwoods).

**Armament Length and Bank Dressing Limitations:**

- Bulkhead placement is limited to a total project length of 500 feet for residential and commercial properties.
- There is no limit to the length that may be authorized for repair of previously authorized, currently serviceable structures, provided the structure is not to be put to uses differing from those uses specified or contemplated for in the original permit or most recently authorized modification.
- There is no limit to the length that may be authorized for other protection devices.
- Rip Rap material placed below the plane of ordinary high water or the plane of mean high tide may not exceed an average of one (1) cubic yard per linear foot of shoreline being protected. Rip Rap shall not extend farther than 6 feet into the waterway from the mean high tide line or ordinary high water line.

**Protection Fronting Wetlands:**

- Flow-through bulkheads designed to dissipate wave energy in wetland areas may be constructed waterward of the wetlands and placed below the line of mean high tide or ordinary high water if they are designed to allow for the normal hydrologic regime to be maintained in the wetland areas and they do not pose a hazard to navigation.
- No wetlands shall be filled.

**Construction Limitations:**

- For maintenance purposes, vertical face structures intended to replace failing structures may be placed waterward of the failing structure at the minimum distance necessary to facilitate construction, but no more than 24 inches waterward from the base of the failing structure.
- Upon structural failure or loss due to a discrete storm event, reconstruction of the failed structure shall occur at the base, within the original footprint, of the previous structure.
- Structures must be constructed in a manner designed to avoid creating areas of still or stagnant water.

**Construction Material Requirements:**

- Filter Fabric: Use of the appropriate filter fabric is required.
- Backfill Material: Only clean material free of waste, metal and organic trash, unsightly debris, petroleum products (such as asphalt), etc., may be used as backfill.
- Riprap Material: Only clean riprap material (i.e. free of exposed rebar, asphalt, plastic, soil, etc.), may be used. Riprap may be used to augment other protection methods.

**Prohibited Activities:** This permit does not authorize (1) placement of fill in wetlands or shellfish beds; (2) adverse impacts to wetlands, submerged grass beds or shellfish beds; or (3) ancillary structures, such as groins and jetties, roughly perpendicular to the shoreline. This permit may not be used to regain land lost due to erosion, or otherwise accrete land; however, consideration will be given to land lost during discrete storm events on a case-by-case basis.

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SAM-2016-01233-MJF

**MSGP-02 – DOCKS, PIERS, WHARVES, BOAT SHELTERS:**

This permit authorizes the construction and modification of piers, wharves, and boat shelters; their normal appurtenances such as stairways, walkways, and railings; and, small enclosed storage areas. This permit also authorizes the repair, replacement and maintenance of previously permitted, currently serviceable structures.

**Construction and Size Limits:**

- ☐ The square footage covered by fixed or floating structures, including docks, platforms, boat shelters, and associated structures, excluding access piers, shall not exceed a total of 2,000 square feet. This size limit is to include the square footage of the berthing areas.
- ☐ A limit of 5 boat berthing areas, including berthing for personal watercraft, can be authorized under this permit.
- ☐ Covered boat shelters and hoists shall be open-sided, limited to a 25-foot height above mean high tide or ordinary high water with a length not to exceed 50 feet. Boat shelters and/or hoists shall not be constructed over wetlands or submerged vegetation.
- ☐ Enclosed storage areas shall not exceed 100 square feet in total.
- ☐ Platforms, boat berths, etc. shall not be constructed over wetlands, shellfish beds, or submerged grasses.
- ☐ The addition of a single-story roof or covering structure on an existing open-deck pier that does not require the installation of additional pilings is authorized by this permit.

**Waterward Construction Limits:** The finished structures shall not pose a hazard to navigation or extend more than 25 percent of the distance across the waterbody. Structures may be constructed at a location sufficient to obtain navigable depth, but no more than 1000 feet from the mark of mean high tide or ordinary high water, and should be consistent with surrounding, nearby structures.

**Access Piers:** For the purposes of this document, access piers are considered to be those structures, typically perpendicular to the shoreline, necessary to link docks, platforms, boathouses, and similar structures to land.

- ☐ The maximum width of access piers constructed over open water shall be limited to 6 feet unless otherwise authorized by the District.
- ☐ An access pier over emergent non-forested wetlands or water with submerged aquatic vegetation shall be no more than 6 feet wide and the height of the structure above the ground surface or mean high tide must be at least as high as it is wide (i.e., a 6-foot wide walkway/pier would be constructed at least 6 feet above mud level or line of mean high water).
- Special construction methods may be required for the installation of pilings in areas of wetlands or submerged grass beds. Pile driving during high tide to facilitate use of shallow draft barges is the preferred method of installation, but jetting with a low pressure pump may be used. Pilings shall be installed in a manner that will not result in the formation of sedimentary deposits ('donuts' or 'halos') around the newly installed pilings.

**Existing Marinas:**

- ☐ Altering pier configuration or adding berthing spaces within existing marina boundaries may be permitted.
- ☐ If construction results in additional boats being berthed, a wastewater pump out facility may be required.
- ☐ New marinas and expansions of existing marinas beyond existing boundaries may not be permitted under this Permit.

**Excluded Structures:** This permit does not authorize the following: (1) public-use or community-use piers, (2) structures for the permanent mooring of houseboats, (3) fueling facilities, (4) toilets, and/or habitable structures, and activities that produce "gray water", (5) new marinas, (6) expansion of an existing marina beyond the existing authorized footprint, (7) the mechanical clearing or filling of wetlands, or (8) impacts to wetlands, submerged aquatic vegetation (SAV) or shellfish beds.

SAM-2016-01234-MJF

**MSGP-03 LIVING SHORELINES:**

This permit is placed under Reserved status pending further review and coordination by the Corps of Engineers, Mobile District. Should this permit be re-authorized, a Public Notice announcement will then be issued.

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SAM-2016-01235-MJF

**MSGP-04 – MOORING PILINGS AND SINGLE PILE STRUCTURES:**

This permit authorizes mooring pilings (i.e. dolphins or single piles), and single-pile structures (i.e. wood duck box, osprey platform) within residential and commercial/industrial areas. All structures shall be limited to no more than 25 feet in height above mean high tide or ordinary high water, 2,000 square feet of berthing space, and may not extend into the waterway more than 25% of the width of the waterway.

**Berthing Limits:**

- ☐ A limit of 5 single-family, residential-use boat berthing areas, to include berthing for personal watercraft, can be authorized under this Permit.
- ☐ Structures for the permanent mooring of houseboats are not authorized by this permit.

**Single-Pile Structures:**

- ☐ Single-pile structures may include posts for wood duck nests, osprey platforms, etc.

**Dolphins:** Should dolphin construction (cluster pilings) require any material other than pilings or similar solid, linear structures being placed in waters of the U.S., all project details must be submitted to the authorizing agency.

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SAM-2016-01236-MJF

**MSGP-05 – DREDGING FOR CREATION OF BOAT SLIPS/BOAT BERTHS:**

This permit authorizes the construction and/or modification of boat slips and boat berths.

**Cubic Yards of Dredged Material:**

- This permit allows dredging of up to 500 cubic yards of material from below the mean high tide line or ordinary high water mark.
- Dredging depths are limited to the controlling navigational depth of the receiving waters.
- If an existing slip or berth is being modified or enlarged, the total volume dredged originally, plus that being proposed to be dredged, cannot exceed 500 cubic yards of material below mean high tide line or ordinary high water mark.

**Best Management Practices:** Best management practices should be used at all times during construction to minimize turbidity at both the dredged and spoil sites. Methods should include, but not be limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area should be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent. Additional best management practices as required by the Mississippi Department of Environmental Quality will apply regarding the return water from the disposal area.

**Coordination with SHPO:** Coordination with the Mississippi Department of Archives and History is required prior to verification under MSGP-05 when the work would excavate uplands. In such cases, MDAH will be provided a copy of the application and be afforded 30 days to comment. If MDAH offers no objection or the applicant voluntarily incorporates recommendations of MDAH, the project may be verified by the issuing agency. If MDAH recommends a Cultural Resource Survey or provides comments regarding the potential to affect historic resources, consultation must be completed between MDAH and the Mobile District prior to permit verification.

**Disposal Area:**

- ☐ All dredged material must be properly confined in a specified upland area or an approved Beneficial Use for Dredge Material project site, unless otherwise authorized by the Mobile District. For a list of Beneficial Use project sites, please contact DMR, Office of Coastal Ecology.
- ☐ Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment off-site and into adjacent drainage areas.
- ☐ Disposal on sand beaches is prohibited.

**Configuration and Number of Slips:**

- ☐ Keyhole boat slips shall not be permitted under this authorization. Indented boat slips are acceptable.
- ☐ The length of the slip shall not exceed 50 feet. Length is defined as the measurement perpendicular to the bank or shoreline (see attached diagram).
- ☐ A limit of 5 boat berthing areas, including berthing for personal watercraft, can be authorized under this Permit.

**Construction Limits:**

- ☐ A minimum 10-foot buffer must be maintained between the proposed work area and wetlands and a 3:1 (horizontal: vertical) side slope or flatter must be maintained.
- ☐ This permit does not authorize dredging in wetlands, submerged aquatic vegetation, or natural shellfish beds.
- ☐ This permit does not authorize construction of ancillary shoreline stabilization structures such as groins and jetties, or any solid structures roughly perpendicular to the shore or bank.

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SAM-2016-01237-MJF

**MSGP-06 – BOAT RAMPS:**

This permit authorizes the construction or modification of boat ramps.

**Cubic Yards to be Dredged/Filled:** This permit allows up to 250 cubic yards of material to be dredged and the placement of up to 50 cubic yards of fill below mean high tide line or the ordinary high water mark for construction of a boat ramp. The use of unsuitable material that is structurally unstable is not authorized. Only clean fill material may be used.

**Location of Ramps:**

- ☐ Care should be taken in the placement of boat ramps to avoid interrupting the natural movement of sediments.
- ☐ Storm water runoff from boat ramp approaches and parking areas shall not be directed down the boat ramp.
- ☐ Care should be taken to prevent erosion of side banks.

**Best Management Practices:** Best management practices should be used at all times during construction to minimize turbidity at both the dredged and spoil sites. Methods should include, but are not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area should be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent. Additional best management practices as required by the Mississippi Department of Environmental Quality will apply regarding the return water from the disposal area.

**Coordination with SHPO:** Coordination with the Mississippi Department of Archives and History is required prior to verification under MSGP-06. MDAH will be provided a copy of the application and be afforded 30 days to comment. If MDAH offers no objection or the applicant voluntarily incorporates recommendations of MDAH, the project may be verified by the issuing agency. If MDAH recommends a Cultural Resources Survey or provides comments regarding the potential to affect historic resources, consultation must be completed between MDAH and the Mobile District prior to permit verification.



**Disposal Area:**

- ☐ All dredged material must be properly confined in a specified upland area or an approved Beneficial Use for Dredge Material project site, unless otherwise authorized by the Mobile District. For a list of Beneficial Use project sites, please contact DMR, Office of Coastal Ecology.
- ☐ Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment off-site and into adjacent drainage areas.
- ☐ Disposal on sand beaches is prohibited.

**Construction Limits:** This permit does not authorize: (1) ancillary structures such as groins, jetties, or any solid structures roughly perpendicular to the shore or bank; (2) dredging or filling in wetlands (including bottomland hardwoods), submerged grass beds, or natural shellfish beds; and (3) boat ramps where adverse impacts to submerged grass beds or natural shellfish beds would occur as a result of normal use. No dredged material shall be used to raise the elevation of any wetlands.

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SAM-2016-01238-MJF

**MSGP-07 – MAINTENANCE DREDGING:**

This permit authorizes the maintenance dredging of previously authorized dredged areas for the purpose of navigation.

**Cubic Yards of Material to be Removed:** Maintenance dredging of up to 2,500 cubic yards of material is authorized by this permit; however, maintenance dredging of previously authorized residential boat slips or open-water berths shall be limited to 500 cubic yards of material (See MSGP-05).

**Area to be Dredged:** Dredging is limited to the previously dredged and previously authorized dimensions. Documentation of previously authorized and/or maintained depths and dimensions should be provided.

**Disposal Area:**

- All dredged material must be properly confined in a specified upland area or an approved Beneficial Use for Dredge Material project site, unless otherwise authorized by the Mobile District. For a list of Beneficial Use project sites, please contact DMR, Office of Coastal Ecology.
- Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment off-site and into adjacent drainage areas.
- Disposal on sand beaches is prohibited.

**Best Management Practices:** Best management practices should be used at all times during construction to minimize turbidity at both the dredged and spoil sites. Methods should include, but not be limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area should be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent. Additional best management practices as required by the Mississippi Department of Environmental Quality will apply regarding the return water from the disposal area.

**Hydrographic Survey:** Before and after hydrographic surveys or SAV and/or shellfish surveys may be required based on local knowledge of the waterway and likelihood that important aquatic resources or special aquatic sites could be present.

**Special Aquatic Sites:**

- No dredging of wetlands, submerged grassbeds, or shellfish beds is authorized (exceptions may be made for noxious, invasive, or exotic vegetation, as determined or verified by staff, in man-made waterbodies).
- A minimum 10-foot buffer must be maintained between the proposed work area and wetlands and a 3:1 (horizontal: vertical) side slope or flatter must be maintained.

SAM-2016-01239-MJF

**MSGP-08 – NEW WORK CHANNEL DREDGING:**

This permit authorizes new work dredging of open water channels for navigation access.

**Cubic Yards of Material to be Removed:** Dredging of up to 1,000 cubic yards of material is authorized by this permit. Authorization under this permit is limited to open water channels for navigation access, and must be a single and complete project.

**Maximum Depth of Dredging:** Dredging depth must be no greater than that of the controlling navigational depth of the adjacent waters and dredge depths shall not exceed 6 feet below mean low tide or ordinary low water unless specifically authorized.

**Best Management Practices:** Best management practices should be used at all times during construction to minimize turbidity at both the dredge and spoil sites. Methods should include, but not be limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area should be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent. Additional best management practices, as required by Mississippi Department of Environmental Quality, will apply regarding the return water from the disposal area.

**Disposal Area:**

- All dredged material must be properly confined in a specified upland area or an approved Beneficial Use for Dredge Material project site, unless otherwise authorized by the Mobile District. For a list of Beneficial Use project sites, please contact DMR, Office of Coastal Ecology.
- Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment off- site and into adjacent drainage areas.
- Disposal on sand beaches is prohibited.

**Hydrographic Survey:** Before and after hydrographic surveys or SAV and/or shellfish surveys may be required based on local knowledge of the waterway and likelihood that important aquatic resources or special aquatic sites could be present.

**Fill Material:** Dredging for fill material is not authorized under this permit; however, use of dredged material as fill is not prohibited.

**Coordination with SHPO:** Coordination with the Mississippi Department of Archives and History is required prior to verification under MSGP-08. MDAH will be provided a copy of the application and be afforded 30 days to comment. If MDAH offers no objection or the applicant voluntarily incorporates recommendations of MDAH, the project may be verified by the issuing agency. If MDAH recommends a Cultural Resources Survey or provides comments regarding the potential to affect historic resources, consultation must be completed between MDAH and the Mobile District prior to permit verification.

**Special Aquatic Sites:**

- A minimum 10-foot buffer must be maintained between the proposed work area and wetlands and a 3:1 (horizontal: vertical) side slope or flatter must be maintained.
- No dredging of wetlands, submerged grassbeds, or shellfish beds is authorized (exceptions may be made for noxious, invasive, or exotic vegetation, as determined or verified by staff, in man-made waterbodies).

SAM-2016-01240-MJF

**MSGP-09 – FILL IN PREVIOUSLY DREDGED AREAS:**

This permit authorizes the filling of previously dredged or excavated areas such as boat slips, artificial canals, etc.

**Previously Dredged Wetlands or Natural Channels:** If the area to be filled had previously been a wetland or natural channel, the fill may not exceed the original elevations or dimensions.

**Fill Material:** Only clean material free of waste, metal or organic trash, unsightly debris, etc., may be used as fill.

**Areas Excluded:**

- No wetlands, submerged grass beds, natural streams, shellfish beds, or natural channels may be filled.
  - No area providing mitigation or enhancement of an aquatic system may be filled.
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SAM-2016-01241-MJF

**MSGP-10 – DEBRIS REMOVAL:**

This permit allows debris to be removed from any waterway for navigation, drainage, and/or pollution control.

**Debris Definition:** Debris includes, but is not limited to, non-imbedded stumps, tree limbs, appliances, lumber, metal objects, etc.

**Non-Authorized Work:**

- Dredging of gravel, sand, silt, and the removal of hazardous materials, etc., is not authorized under this permit.
- Snagging of dead (imbedded) or living trees from a stream bank is not authorized under this permit. However, trees imbedded in the bank may be cut off but their stumps may not be removed from the bank.
- Impacts to submerged aquatic vegetation are not authorized under this permit.
- Re-shaping or re-distribution of material in the channel and/or side slopes is not authorized by this permit.
- This permit does not authorize the removal of debris that is itself historic (e.g., shipwrecks).

**Disposal Area:** All debris must be properly placed in an approved landfill. Alternative sites for the disposal of woody debris may be authorized on a case-by-case basis.

**Burning of Debris:** Woody debris should not be burned unless full coordination with the Mississippi Department of Environmental Quality/ Air Division has been completed.

**Coordination with SHPO:** Coordination with the Mississippi Department of Archives and History is required prior to verification under MSGP-10 if the debris to be removed is more than 50 years old (i.e., shipwrecks). MDAH will be provided a copy of the application and be afforded 30 days to comment. If MDAH offers no objection or the applicant voluntarily incorporates recommendations of MDAH, the project may be verified by the issuing agency. If MDAH recommends a Cultural Resources Survey or provides comments regarding the potential to affect historic resources, consultation must be completed between MDAH and the Mobile District prior to permit verification.

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SAM-2016-01242-MJF

**MSGP-11 – INTAKE/DISCHARGE STRUCTURES:**

This permit is placed under Reserved status pending further review and coordination by the Corps of Engineers, Mobile District. Should this permit be re-authorized, a Public Notice announcement will then be issued.

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SAM-2016-01243-MJF

**MSGP-12 – SUBSURFACE UTILITY LINES:**

This permit is placed under Reserved status pending further review and coordination by the Corps of Engineers, Mobile District. Should this permit be re-authorized, a Public Notice announcement will then be issued.

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SAM-2016-01244-MJF

**MSGP-13 – WATER MANAGEMENT:**

This permit is placed under Reserved status pending further review and coordination by the Corps of Engineers, Mobile District. Should this permit be re-authorized, a Public Notice announcement will then be issued.

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SAM-2016-01245-MJF

**MSGP-14 – WILDLIFE MANAGEMENT:**

This permit is placed under Reserved status pending further review and coordination by the Corps of Engineers, Mobile District. Should this permit be re-authorized, a Public Notice announcement will then be issued.

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SAM-2016-01246-MJF

**MSGP-15 – AGRICULTURE TYPE ACTIVITIES FOR CREATION OF HABITAT OR FOOD PLOTS:**

This permit is placed under Reserved status pending further review and coordination by the Corps of Engineers, Mobile District. Should this permit be re-authorized, a Public Notice announcement will then be issued.

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SAM-2016-01247-MJF

**MSGP-16 – FIREBREAKS (CREATION AND MAINTENANCE):**

This permit is placed under Reserved status pending further review and coordination by the Corps of Engineers, Mobile District. Should this permit be re-authorized, a Public Notice announcement will then be issued.

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SAM-2016-01248-MJF

**MSGP-17 – DERELICT VESSEL REMOVAL:**

This permit is placed under Reserved status pending further review and coordination by the Corps of Engineers, Mobile District. Should this permit be re-authorized, a Public Notice announcement will then be issued.

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## GENERAL CONDITIONS

NOTE: The term "you" and its derivatives, means the permittee or any future transferee. The above-described structures and activities may be authorized under these General Permits subject to the following conditions:

1. Prior to commencing any work authorized herein, you must obtain project-specific authorization from the USACE and/or Mississippi Department of Marine Resources.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity.
3. The permittee understands and agrees that, if future operations by the United States require the removal, relocation or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the USACE, to remove, relocate or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
4. Verifications will not be issued which will adversely impact threatened or endangered species, or their critical habitat.
5. Verifications will not be issued which will impact, affect or otherwise degrade cultural resources such as archaeological, scientific, prehistoric, or historic sites or data. Activities that will adversely impact cultural resources will be evaluated as Standard Permits. If you discover any previously unknown historic or archaeological remains while accomplishing an authorized activity, you must immediately notify the Mobile District, of what you have found. We will initiate the Federal and State coordination required to determine if the site warrants a recovery effort or if it is eligible for listing in the National Register of Historic Places.
6. In some cases, a submerged aquatic vegetation (SAV) survey may be required (recommended survey dates from June 1 through September 30).
7. Verifications will not be issued for activities located in State or National Wild and Scenic streams, rivers, or components thereof, or other areas provided special protection unless the administering agency concurs.
8. The use of creosote material is not authorized within waters of the United States under this General Permit.
9. You must allow Federal or State resource agency representatives to inspect the proposed and/or authorized activity at any time deemed necessary.
10. Certain activities within the Coastal Zone may require a lease from the Mississippi Secretary of State Office.
11. Failure to secure authorization as specified herein, or failure to comply with conditions of any authorizations verified under these General Permits may result in enforcement actions by the USACE, the Mississippi Department of Environmental Quality or the Mississippi Department of Marine Resources.
12. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to the issuing office to validate the transfer of this authorization.
13. Limits of this authorization.
  - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.

- d. This permit does not authorize interference with any existing or proposed Federal project.

14. Limits of Federal Liability. In verifying this permit, the Federal Government does not assume any liability for the following:

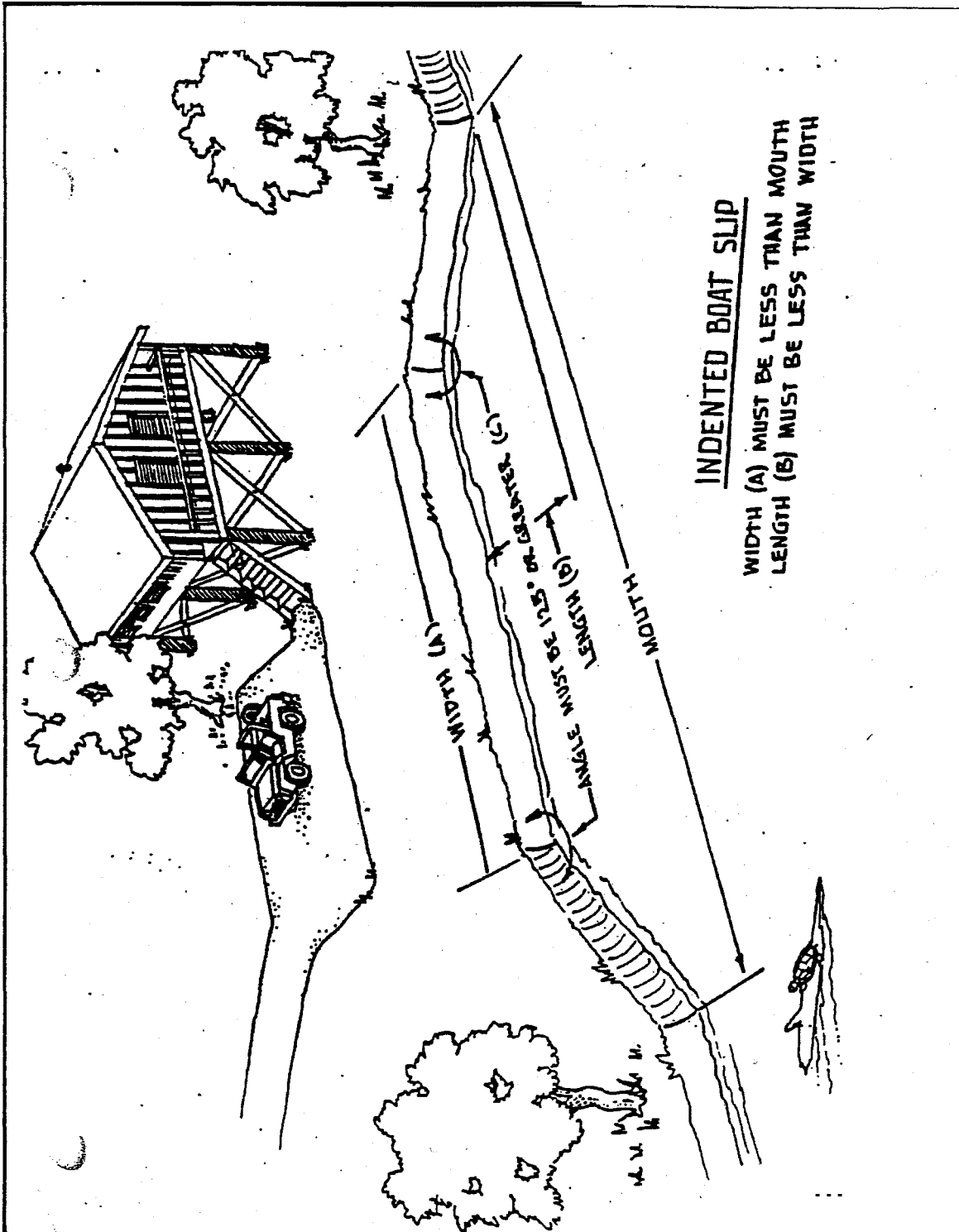
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

15. Reliance on Applicant's Data: The determination of the issuing office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

16. Reevaluation of Permit Decision. The issuing office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate.
- c. Significant new information surfaces which the issuing office did not consider in reaching the original public interest decision.

17. The permittee shall comply with all terms and conditions of the State 401 Water Quality Certification (WQC) as issued by the State of Mississippi, Mississippi Department of Environmental Quality (MDEQ). Enforcement actions resulting from noncompliance with WQC conditions may be initiated by the State.



### INDENTED BOAT SLIP

WIDTH (A) MUST BE LESS THAN MOUTH  
LENGTH (B) MUST BE LESS THAN WIDTH



STATE OF MISSISSIPPI

PHIL RYAN

GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

GARY CRICKARD, EXECUTIVE DIRECTOR

April 19, 2018

Certified Mail No. 7010 3090 0001 4287 4613

Mr. Craig Litteken

Chief, Regulatory Division

U.S. Army Corps. of Engineers, Mobile District

PO Box 2288

Mobile, Alabama 36628

Dear Mr. Litteken:

Re: US Army COE, Mobile District  
Mississippi General Permits  
MSGP-01-Shoreline Stabilization  
COE No. SAM-2016-01232-MJF  
WQC No. 2017083

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U. S. C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to U.S. Army Corps of Engineers, Mobile District, an applicant for a Federal License or permit to conduct the following activity:

**US Army COE, Mobile District, Mississippi General Permit- MSGP-01 - SHORELINE STABILIZATION:** The U.S. Army Corps of Engineers, Mobile District proposes revision and issuance of the following Mississippi General Permit (MSGP) for a period of 5 years. In an effort to eliminate unnecessary duplication of efforts among agencies and to streamline the permitting process for routine projects with only minimal impact, the Mobile District will regulate minor structures and activities in waters of the U.S., in the state of Mississippi and outer continental shelf waters off the coast of Mississippi, within the Regulatory boundaries of the Mobile District under Regional General Permits identified herein. These permits will supersede Mississippi General Permits issued April 12, 2013.

**MSGP-01 - SHORELINE STABILIZATION:**

This permit authorizes the placement of bulkheads, armoring systems (riprap), bioengineering, and other standard shoreline protection/stabilization devices roughly paralleling, and at, the shoreline or bank. The permit also authorizes the repair, replacement and maintenance of previously permitted, currently serviceable structures.

24300 WQC20170001

OFFICE OF POLLUTION CONTROL  
1225 2261 TEL (601) 354-6612 FAX: (601) 354-6612 • www.deq.scate.ms.us

POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39201  
AN EQUAL OPPORTUNITY EMPLOYER



**Permit of Structure(s):** Protection structures must be along the existing shoreline at the mean high tide line in tidal waterbodies, ordinarily high water line in non-tidal waterbodies, and landward of all jurisdictional wetlands (including bottomland hardwoods).

**Armament Length and Bank Dressing Limitations:**

- Bulkhead placement is limited to a total project length of 500 feet for residential properties and commercial properties.
- There is no limit to the length that may be authorized for other protection devices.
- Rip Rap material placed below the plane of ordinary high water or the plane of mean high tide may not exceed an average of one (1) cubic yard per linear foot of shoreline being protected. Rip Rap shall not extend farther than 3-6 feet into the waterway from the mean high tide line or ordinary high water line.

**Protection Fronting Wetlands:**

- Flow-through bulkheads designed to dissipate wave energy in wetland areas may be constructed waterward of the wetlands and placed below the line of mean high tide or ordinary high water if they are designed to allow for normal hydrologic regime to be maintained in the wetland areas and they do not pose a hazard to navigation.
- No wetlands shall be filled.

**Construction Limitations:**

- For maintenance purposes, vertical face structures intended to replace failing structures may be placed: afterward of the failed structure the minimum distance necessary to facilitate construction, but no more than 24 inches waterward from the base of the failed structure.
- Upon structural failure or loss due to a discrete storm event, reconstruction of the failed structure shall occur at the base, within the original footprint, of the previous structure.
- Structures must be constructed in a manner designed to avoid creating areas of still or stagnant water.

**Construction Material Requirements:**

- Filter Fabric: Use of the appropriate filter fabric is required.
- Backfill Material: Only clean material free of waste, metal and organic trash, unsightly debris, petroleum products (asphalt), etc., may be used as backfill.
- Riprap Material: Only clean riprap material, free of exposed rebar, asphalt, plastic, soil, etc., may be used. Riprap may be used to augment other protection methods.

**Prohibited Activities:** This permit does not authorize (1) placement of fill in wetlands or shellfish beds; (2) adverse impacts to wetlands, submerged grass beds or shellfish beds; or (3) ancillary structures, such as groins and jetties, roughly perpendicular to the shoreline. This permit may not be used to regain land lost due to erosion, or otherwise

accrete land; however, consideration will be given to land lost during discrete storm events based upon a case-by-case basis. Such reclamation requests must be submitted within two (2) years following the discrete storm event. [SAM-2016-01232-MJF, WQC2017083].

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. The permittee shall obtain appropriate wastewater permits and/or approval for the proposed activity prior to the commencement of construction activities.
2. For projects greater than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit. For projects greater than one to less than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit. No construction activities shall begin until the necessary approvals and/or permits have been obtained.
3. All fill material and excavation areas shall have side slopes of at least 3:1 (horizontal:vertical) or equivalent measures to minimize erosion and shall be immediately seeded, stabilized, and maintained.
4. Pilings and/or bulkhead material shall be steel, concrete, plastic, vinyl, or timber treated to meet appropriate marine conditions. No creosote materials shall be used.
5. Best management practices (BMPs) should be used at all times during construction to minimize turbidity at the site. The site shall be operated and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. These BMPs include, but are not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site.
6. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units.

April 19, 2018

7. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Sections 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approval may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.

Sincerely,



Krystal Rudolph, P.E.  
Chief, Environmental Permits Division

HMW:mhg

cc: Allison F. Monroe, U.S. Army Corps of Engineers, Mobile District  
Willa Brantley, Department of Marine Resources  
Paul Nicaise, U.S. Fish and Wildlife Service  
Bill Ainslie, Environmental Protection Agency



STATE OF MISSISSIPPI

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
 ADMINISTRATOR, EXECUTIVE DIRECTOR

April 19, 2018

Certified Mail No. 7010 1670 0 00 1400 3956  
 Mr. Craig Litteken  
 Chief, Regulatory Division  
 U.S. Army Corp. of Engineers, Mobile District  
 PO Box 2288  
 Mobile, Alabama 36628

Dear Mr. Litteken:

Re: US Army COE, Mobile District  
 Mississippi General Permits  
 MSGP-02-Docks, Piers, Wharves,  
 Boat Shelters  
 COE No. SAM-2016-01 233-MJF  
 WQC No. 2017084

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U. S. C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to U.S. Army Corp. of Engineers, Mobile District, an applicant for a Federal License or permit to conduct the following activity:

**US Army COE, Mobile District, Mississippi General Permit MSGP-02 - DOCKS, PIERS, WHARVES, BOAT SHELTERS:** The U.S. Army Corps of Engineers, Mobile District proposes revision and issuance of the following Mississippi General Permit (MSGP) for a period of 5 years. In an effort to eliminate unnecessary duplication of efforts among agencies and to streamline the permitting process for routine projects with only minimal impact, the Mobile District will regulate minor structures and activities in waters of the U.S., in the state of Mississippi and other continental shelf waters off the coast of Mississippi, within the Regulatory boundaries of the Mobile District under Regional General Permits identified herein. These permits will supersede Mississippi General Permits issued April 12, 2013.

**MSGP-02 - DOCKS PIERS WHARVES BOAT SHELTERS:**

This permit authorizes the construction and modification of piers, wharves, and boat shelters; their normal appurtenances such as stairways, walkways, and railings; and, small

enclosed storage areas. This permit also authorizes the repair, replacement and maintenance of previously permitted, currently serviceable structures.

**Construction and Size Limits:**

- The square footage covered by fixed or floating structures, including docks, platforms, boat shelters, and associated structures, excluding access piers, shall not exceed a total of 2,000 square feet. This size limit is to include the square footage of the berthing areas.
- A limit of 5 boat berthing areas, including berthing for personal watercraft, can be authorized under this permit.
- Covered boat shelters and hoists shall be open-sided, limited to a 25-foot height above mean high tide or ordinary high water with a length not to exceed 50 feet. Boat shelters and/or hoists shall not be constructed over wetlands or submerged vegetation.
- Enclosed storage areas shall not exceed 1,000 square feet in total.
- Platforms, boat berths, etc. shall not be constructed over wetlands, shellfish beds, or submerged grasses.
- The addition of a single-story roof or covering structure on an existing open-deck pier that does not require the installation of additional pilings is authorized by this permit.

**Waterward Construction Limits:** The finished structures shall not pose a hazard to navigation or extend more than 5 percent of the distance across the waterbody. Structures may be constructed at a location sufficient to obtain navigable depth and should be consistent with surrounding, nearby structures.

**Access Piers:** For the purposes of this document, access piers are considered to be those structures, typically perpendicular to the shoreline, necessary to link docks, platforms, boathouses, and similar structures to land.

- The maximum width of access piers constructed over open water shall be limited to 6 feet unless otherwise authorized by the District.
- An access pier over emergent non-forested wetlands or water with submerged aquatic vegetation shall be no more than 6 feet wide and the height of the structure above the ground surface or mean high tide must be at least as high as it is wide (i.e., a 6-foot wide walkway/pier would be constructed at least 6 feet above mud level or line of mean high water).
- Special construction methods may be required for the installation of pilings in areas of wetlands or submerged grass beds. Pile driving during high tide to facilitate use of shallow raft barges is the preferred method of installation, but jetting with a low pressure pump may be used. Pilings shall be installed in a manner that will not result in the formation of sedimentary deposits ('donuts' or 'halos') around the newly installed pilings.

**Existing Marinas:**

- Altering pier configuration or adding berthing spaces within existing marina boundaries may be permitted.
- If construction results in additional boats being berthed, a wastewater pump out facility may be required.
- New marinas and expansions of existing marinas beyond existing boundaries may not be permitted under this Permit.

**Excluded Structures:** This permit does not authorize the following: (1) public-use or community-use piers, (2) structures for the permanent mooring of houseboats, (3) fueling facilities, (4) toilets, and/or habitable structures, and activities that produce "gray water" (5) new marinas, (6) expansion of an existing marina beyond the existing authorized footprint, (7) the mechanical clearing or filling of wetlands, or (8) impacts to wetlands, submerged aquatic vegetation (SAV) or shellfish beds.  
[SAM-2016-01233-MJF, WQC2 17084].

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. The permittee shall obtain appropriate wastewater permits and/or approvals for the proposed activity prior to the commencement of construction activities.
2. For projects greater than one-half acre of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit. For projects greater than one to less than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit. No construction activities shall begin until the necessary approvals and/or permits have been obtained.
3. Pilings and/or bulkhead material shall be steel, concrete, plastic, vinyl, or timber treated to meet appropriate marine conditions. No creosote materials shall be used.
4. Best management practices (BMPs) should be used at all times during construction to minimize turbidity at the site. The site shall be operated and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. These BMPs include, but are not limited to, the use of staked hay bales; stacked filter cloth; sodding, seeding and mulching;

staged construction; and the installation of turbidity screens around the immediate project site.

- I. A wastewater pumpout facility shall be provided for the following:
  - a) Marinas that are located within one tidal cycle of open shellfish harvesting waters
  - b) Marinas that berth more than twenty-five (25) boats,
  - c) Marinas that berth any boats used in a live-aboard status,
  - d) Marinas that berth a majority of commercial boats,
  - e) Marinas that are in close proximity to a public water supply intake, or
  - f) Marinas that are in close proximity to a swimming area.
2. For marinas where a wastewater pumpout facility is required:
  - a) The marina shall prominently display a sign showing the location of the pump-out facility as well as other appropriate waste disposal information.
  - b) The pump-out facility shall be tied into a collection and treatment system approved by the Office of Pollution Control.
  - c) All docked vessels with Type I and Type II marine sanitation devices shall be notified of and comply with a "locked head" policy. There shall be no discharge of either gray or black water from a docked vessel.
5. No persons shall live on boats moored at the marina unless the boats are equipped with a Type III (non-discharging) marine sanitation device (MSD).
6. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units.
7. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Section 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.  
If we can be of further assistance please contact us.

Sincerely,

**l,fv--fw**

Krystal Rudolph, P.E.  
Chief, Environmental Permits Division

HMW:mhg

cc: Allison F. Monroe, U.S. Army Corps of Engineers, Mobile District  
Willa Brantley, Department of Marine Resources  
Paul Necasie, U.S. Fish and Wildlife Service  
Bill Ainslie, Environmental Protection Agency





STATE OF MISSISSIPPI

PHIL BRYANT  
GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

GARRETT RIKARD, EXECUTIVE DIRECTOR

April 19, 2018

Certified Mail No. 7010 1670 0 00 1400 3970  
Mr. Craig Litteken  
Chief, Regulatory Division  
U.S. Army Corps of Engineers, Mobile District  
PO Box 2288  
Mobile, Alabama 36628

Dear Mr. Litteken:

Re: US Army COE, Mobile District,  
Mississippi General Permits  
MSGP-04-Mooring Pilings  
COE No. SAM-2016-01235-MJF  
WQC No. 2017086

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U. S. C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to U.S. Army Corps of Engineers, Mobile District, an applicant for a Federal License or permit to conduct the following activity:

**US Army COE, Mobile District, Mississippi General Permit MSGP04 - MOORING PILINGS:** The U.S. Army Corps of Engineers, Mobile District proposes revision and issuance of the following Mississippi General Permit (MSGP) for a period of 5 years. In an effort to eliminate unnecessary duplication of efforts among agencies and to streamline the permitting process for routine projects with only minimal impact, the Mobile District will regulate minor structures and activities in waters of the U.S., in the state of Mississippi and outer continental shelf waters off the coast of Mississippi, within the Regulatory boundaries of the Mobile District under Regional General Permits identified herein. These permits will supersede Mississippi General Permits issued April 12, 2013.

#### **MSGP04 - MOORING PILINGS**

This permit authorizes mooring ~~lines~~ <sup>CS</sup> dolphins, and single-pile structures within residential and commercial / industrial areas. All structures shall be limited to no more than 25 feet in height, 2,000 square foot of berthing space, and/or may not extend more than 25% of the width of the waterway.

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OFFICE OF POLLUTION CONTROL

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**Berthing Limits:**

- A limit of 5 single-family, residential-use boat berthing areas, to include berthing for personal watercraft, can be authorized under this Permit.
- Structures for the permanent mooring of houseboats are not authorized by this permit.

**Single-Pile Structures:**

- Single-pile structures may include posts for wood duck nests, osprey platforms, etc.

**Dolphins:** Should dolphin construction (cluster pilings) require any material other than pilings or similar solid, linear structures being placed in waters of the U.S., all project details must be submitted to the authorizing agency. Additionally, only clean material free of waste, metal and organic trash, unsightly debris, etc. may be used as stabilization material in dolphin construction.

[SAM-2016-01235-MJF, WQC 017086].

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. The permittee shall obtain appropriate wastewater permits and/or approvals for the proposed activity prior to the commencement of construction activities.
2. Pilings and/or bulkhead material shall be steel, concrete, plastic, vinyl, or timber treated to meet appropriate marine conditions. No creosote materials shall be used.
3. Best management practices (BMPs) should be used at all times during construction to minimize turbidity at the site. The site shall be operated and maintained in a manner that minimizes the discharge of turbid waters into waters of the state. These BMPs include, but are not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site.
4. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units.
5. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.

April 19, 2018

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Section 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.  
If we can be of further assistance please contact us.

Sincerely ,



Krystal Rudolph, P.E.  
Chief, Environmental Permits Division

HMW: rnhg

cc: Allison F. Monroe, U.S. Army Corps of Engineers, Mobile District  
Willa Brantley, Department of Marine Resources  
Paul Nicaise, U.S. Fish and Wildlife Service  
Bill Ainslie, Environmental Protection Agency



STATE OF MISSISSIPPI

PHIL BRYANT  
GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

GARY C. RIKARD, EXECUTIVE DIRECTOR

April 19, 2018

Certified Mail No. 7010 1670 00 0 1400 3987

Mr. Craig Litteken  
Chief, Regulatory Division  
U.S. Army Corps. of Engineers, Mobile District  
PO Box 2288  
Mobile, Alabama 36628

Dear Mr. Litteken:

Re: US Army COE, Mobile District  
Mississippi General Permits  
MSGP-05-Dredging for Boat  
Slips/Boat Berths  
COE No. SAM-2016-01236-MJF  
WQC No. 2017087

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to U.S. Army Corps of Engineers, Mobile District, an applicant for a Federal License or permit to conduct the following activity:

**US Army COE, Mobile District, General Permit MSGP-05- DREDGING FOR CREATION OF BOAT SLIPS/BOAT BERTHS:** The U.S. Army Corps of Engineers, Mobile District proposes revision and issuance of the following Mississippi General Permit (MSGP) for a period of 5 years. In an effort to eliminate unnecessary duplication of efforts among agencies and to streamline the permitting process for routine projects with only minimal impact, the Mobile District will regulate minor structures and activities in waters of the U.S., in the state of Mississippi and other continental shelf waters off the coast of Mississippi, within the Regulatory boundaries of the Mobile District under Regional General Permit identified herein. These permits will supersede Mississippi General Permits issued April 12, 2013.

**MSGP-05 - DREDGING FOR CREATION OF BOAT SLIPS/BOAT BERTHS:**

This permit authorizes the construction and/or modification of boat slips and boat berths.

**Cubic Yards of Dredged Material:**

- This permit allows dredging of up to 500 cubic yards of material from below the mean high tide line or ordinary high water mark.
- Dredging depths are limited to the controlling navigational depth of the receiving waters.
- If an existing slip or berth is being modified or enlarged, the total volume dredged originally, plus that being proposed to be dredged, cannot exceed 500 cubic yards of material below mean high tide line or ordinary high water mark.

**Best Management Practices:** Best management practices should be used at all times during construction to minimize turbidity at both the dredged and spoil sites. Methods should include, but not be limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area should be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent. Additional best management practices as required by the Mississippi Department of Environmental Quality will apply regarding the return water from the bermed disposal area.

**Coordination with SHPO:** Coordination with the Mississippi Department of Archives and History is required prior to verification under MSGP-05 when work would excavate uplands. In such cases, MDAH will be provided a copy of the application and afforded 30 days to comment. If MDAH offers no objection or the applicant voluntarily incorporates recommendations of MDAH, the project may be verified by the issuing agency. If MDAH recommends a Cultural Resource Survey or provides comments regarding the potential to affect historic resources, consultation must be completed between MDAH and the Mobile District prior to permit verification.

**Disposal Area:**

- All dredged material must be properly confined in a specified upland area or an approved Beneficial Use or Dredge Material project site, unless otherwise authorized by the Mobile District. For a list of Beneficial Use project sites, please contact DMR, Office of Coastal Ecology.
- Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment off-site and into adjacent drainage areas.
- Disposal on sand beaches is prohibited.

**Configuration and Number of Slips:**

- Keyhole boat slips shall not be permitted under this authorization. Indented boat slips are acceptable.
- The length of the slip shall not exceed 50 feet. Length is defined as the measurement perpendicular to the bank or shoreline (see attached diagram).
- A limit of 5 boat berthing areas, including berthing for personal watercraft, can be authorized under this permit.

**Construction Limits:**

- A minimum 10-foot buffer must be maintained between the proposed work area and wetlands and a 3:1 (horizontal: vertical) side slope or flatter must be maintained.
- This permit does not authorize dredging in wetlands, submerged aquatic vegetation, or natural shellfish beds.
- This permit does not authorize construction of ancillary shoreline stabilization structures such as groins and jetties, or any solid structures roughly perpendicular to the shore or bank. [SAM-2016-01236-MJF , WQC2017087].

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. The permittee shall obtain appropriate wastewater permits and/or approvals for the proposed activity prior to the commencement of construction activities.
2. For projects greater than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit. For projects greater than one to less than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit. No construction activities shall begin until the necessary approvals and/or permits have been obtained.
3. All fill material and excavation areas shall have side slopes of at least 3:1 (horizontal:vertical) and shall be immediately seeded, stabilized, and maintained.
4. Basin and channel depth shall gradually increase toward open water and shall not exceed the controlling navigational depth. No "sumps" shall be created by proposed dredging.
5. All dredged material must be properly confined in a specified upland area or an approved Beneficial Use for Dredge Material project site. Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment on-site and into adjacent drainage.
6. Best management practices shall be used at all times during construction to minimize turbidity at both the dredge and disposal sites. The disposal

April 19, 2018

sites shall be constructed and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. Best management practices shall include, but not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area shall be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent.

7. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units.
8. No sewage, oil, refuse or other pollutants shall be discharged into the watercourse.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Sections 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.  
If we can be of further assistance, please contact us.

Sincerely,



Krystal Rudolph, P.E.  
Chief, Environmental Permits Division

HMW: mhg

cc: Allison F. Monroe, U.S. Army Corps of Engineers, Mobile District  
Willa Brantley, Department of Marine Resources  
Paul Nicaise, U.S. Fish and Wildlife Service  
Bill Ainslie, Environmental Protection Agency



STATE OF MISSISSIPPI

PHIL BRYANT

GOVERNOR

DEPARTMENT OF ENVIRONMENTAL QUALITY

MISSISSIPPI DEPARTMENT

GARY C. RIKARD, EXECUTIVE DIRECTOR

April 19, 2018

Certified Mail No. 7010 16 70 0 00 1400 4007

Mr. Craig Litteken

Chief, Regulatory Division

U.S. Army Corps. of Engineers Mobile District

PO Box 2288

Mobile, Alabama 36628

Dear Mr. Litteken:

Re: US Army COE, Mobile District,  
Mississippi General Permits  
MSGP-06-Boat Ramps  
COE No. SAM-2016-01237-MJF  
WQC No. 2017088

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U. S. C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to U.S. Army Corps. of Engineers, Mobile District, an applicant for a Federal License or permit to conduct the following activity:

**US Army COE, Mobile District, Mississippi General Permit MSGP-06 -**

**BOAT RAMPS:** The U.S. Army Corps of Engineers, Mobile District proposes revision and issuance of the following Mississippi General Permit (MSGP) for a period of 5 years. In an effort to eliminate unnecessary duplication of efforts among agencies and to streamline the permitting process for routine projects with only minimal impact, the Mobile District will regulate minor structures and activities in waters of the U.S., in the state of Mississippi and outer continental shelf waters off the coast of Mississippi, within the Regulatory boundaries of the Mobile District under Regional General Permits identified herein. These permits will supersede Mississippi General Permits issued April 12, 2013.

**MSGP-06 - BOAT RAMPS:**

This permit authorizes the construction or modification of boat ramps and marine ways.

**Cubic Yards to be Dredged/Filled:** This permit allows up to 250 cubic yards of material to be dredged and the placement of up to 50 cubic yards of fill below mean high tide line or the ordinary high water mark for construction of a boat ramp. The use

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OFFICE OF POLLUTION CONTROL

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of unsuitable material that is structurally unstable is not authorized. Only clean fill material may be used.

**Location of Ramps:**

- Care should be taken in the placement of boat ramps to avoid interrupting the natural movement of sediments.
- Storm water runoff from boat ramp approaches and parking areas shall not be directed down the boat ramp.
- Care should be taken to prevent erosion of side banks.

**Best Management Practices:** Best management practices should be used at all times during construction to minimize turbidity at both the dredged and spoil sites. Methods should include, but not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area should be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent. Additional best management practices as required by the Mississippi Department of Environmental Quality will apply regarding the return water from the bermed disposal area.

**Coordination with SHPO:** Coordination with the Mississippi Department of Archives and History is required prior to verification under MSGP-06. MDAH will be provided a copy of the application and afforded 30 days to comment. If MDAH offers no objection or the applicant voluntarily incorporates recommendations of MDAH, the project may be verified by the issuing agency. If MDAH recommends a Cultural Resources Survey or provides comments regarding the potential to affect historic resources, consultation must be completed between MDAH and the Mobile District prior to permit verification.

**Disposal Area:**

- All dredged material must be properly confined in a specified upland area or an approved Beneficial Use or Dredge Material project site, unless otherwise authorized by the Mobile District. For a list of Beneficial Use project sites, please contact DMR, Office of Coastal Ecology.
- Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment on-site and into adjacent drainage areas.
- Disposal on sand beaches is prohibited.

**Construction Limits:** This permit does not authorize: (1) ancillary structures such as groins, jetties, or any solid structures roughly perpendicular to the shore or bank; (2) dredging or filling in wetlands (including bottom land hardwoods), submerged grass beds, or natural shellfish beds; and (3) boat ramps and/or marine ways where adverse impacts to submerged grass beds or natural shellfish beds would occur as a result of normal use. No dredged material shall be used to raise the elevation of any wetlands. [SAM-2016-01237-MJF, WQC2 17088].

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. The permittee shall obtain appropriate wastewater permits and/or approvals for the proposed activity prior to the commencement of construction activities.
2. For projects greater than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit. For projects greater than one to less than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit. No construction activities shall begin until the necessary approvals and/or permits have been obtained.
3. Boat ramp parking area with impervious surfaces (concrete, asphalt) that have a surface area equal to or greater than one acre shall provide for storm water management. The first 0.5 inch of storm water runoff from impervious parking and road surfaces shall be treated using MDEQ approved best management practices before release. The storm water plan should be submitted upon application for coverage under this general permit and shall be forwarded to MDEQ.
4. All fill material and excavation areas shall have side slopes of at least 3:1 (horizontal:vertical) and shall be immediately seeded, stabilized, and maintained.
5. All dredged material must be properly confined in a specified upland area or an approved Beneficial Use for Dredge Material project site. Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment off-site and into adjacent drainage areas.
6. Best management practices shall be used at all times during construction to minimize turbidity at both the dredge and disposal sites. The disposal sites shall be constructed and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. Best management practices shall include, but not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and

April 9, 2018

the installation of turbidity screens around the immediate project site. Any effluent from the disposal area shall be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent.

7. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units.
8. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Sections 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.

Sincerely,

-"/Jlf9-

Krystal Rudolph, P.E.  
Chief, Environmental Permits Division

HMW: mhg

cc: Allison F. Monroe, U.S. Army Corps of Engineers, Mobile District  
Willa Brantley, Department of Marine Resources  
Paul Necaie, U.S. Fish and Wildlife Service  
Bill Ainslie, Environmental Protection Agency



STATE OF MISSISSIPPI  
 PETER BRYAN  
 GOVERNOR  
 MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
 GAIL C. RIKARD, Executive Director

April 19, 2018

Certified Mail No. 7010 1670 00 0 1400 3994  
 Mr. Craig Litteken  
 Chief, Regulatory Division  
 U.S. Army Corps. of Engineers, Mobile District  
 PO Box 2288  
 Mobile, Alabama 36628

Dear Mr. Craig:

Re: US Army COE, Mobile District,  
 Mississippi General Permits  
 MSGP-07-Maintenance Dredging  
 COE No. SAM-2016-01238-MJF  
 WQC No. 2017089

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to U.S. Army Corps. of Engineers, Mobile District, an applicant for a Federal License or permit to conduct the following activity:

**US Army COE, Mobile District, General Permit MSGP-07 -**

**MAINTENANCE DREDGING:** The U.S. Army Corps of Engineers, Mobile District proposes revision and issuance of the following Mississippi General Permit (MSGP) for a period of 5 years. In an effort to eliminate unnecessary duplication of efforts among agencies and to streamline the permitting process for routine projects with only minimal impact, the Mobile District will regulate minor structures and activities in waters of the U.S., in the state of Mississippi and outer continental shelf waters off the coast of Mississippi, within the Regulatory boundaries of the Mobile District under Regional General Permits identified herein. These permits will supersede Mississippi General Permits issued April 12, 2013.

**MSGP-07-MAINTENANCE DREDGING:**

This permit authorizes the maintenance dredging of previously dredged areas for the purpose of navigation.

**24300 WOC20170007**

OFFICE OF POLLUTION CONTROL

POST OFFICE Box 261 • JACKSON, MISSISSIPPI 39201-0261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • [www.deq.state.ms.us](http://www.deq.state.ms.us)

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**Cubic Yards of Material to be removed:** Maintenance dredging of up to 2,500 cubic yards of material is authorized by this permit; however, maintenance dredging of previously authorized residential boat slips or open-water berths shall be limited to 500 cubic yards of material (See MS P-05).

**Area to be Dredged:** Dredging is limited to the previously dredged and previously authorized dimensions. Documentation of previously authorized and/or maintained depths and dimensions should be provided.

**Disposal Area:**

- All dredged material must be properly confined in a specified upland area or an approved Beneficial Use or Dredge Material project site, unless otherwise authorized by the Mobile District. For a list of Beneficial Use project sites, please contact DMR, Office of Coastal Ecology.
- Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment on-site and into adjacent drainage areas.
- Disposal on sand beaches is prohibited.

**Best Management Practices:** Best management practices should be used at all times during construction to minimize turbidity at both the dredged and spoil sites. Methods should include, but not be limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area should be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent. Additional best management practices as required by the Mississippi Department of Environmental Quality will apply regarding the return water from the bermed disposal area.

**Hydrographic Survey:** Before and after hydrographic surveys or SAV and/or shellfish surveys may be required based on local knowledge of the waterway and likelihood that important aquatic resources or special aquatic sites could be present.

**Special Aquatic Sites:**

- No dredging of wetlands, submerged grass beds, or shellfish beds is authorized (exceptions may be made for noxious, invasive, or exotic vegetation, as determined or verified by staff, in man-made waterbodies).
- A minimum 10-foot buffer must be maintained between the proposed work area and wetlands and a 3:1 (horizontal: vertical) side slope or flatter must be maintained. [SAM-2016-1238-MJF, WQC2017089].

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. The permittee shall obtain appropriate wastewater permits and/or approvals for the proposed activity prior to the commencement of construction activities.
2. For projects greater than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit. For projects greater than one to less than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit. No construction activities shall begin until the necessary approvals and permits have been obtained.
3. All fill material and excavation areas shall have side slopes of at least 3:1 (horizontal:vertical) shall be immediately seeded, stabilized, and maintained.
4. Basin and channel depth shall gradually increase toward open water and shall not exceed the controlling navigational depth. No "sumps" shall be created by proposed dredge.
5. All dredged material must be properly confined in a specified upland area or an approved Beneficial Use for Dredge Material project site. Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment off-site and into adjacent drainage areas.
6. Best management practices shall be used at all times during construction to minimize turbidity at both the dredge and disposal sites. The disposal sites shall be constructed and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. Best management practices shall include, but not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area shall be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent.
7. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units.

April 19, 2018

8. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Sections 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.  
If we can be of further assistance, please contact us.

Sincerely,



Krystal Rudolph, P.E.  
Chief, Environmental Permits Division

HMW: mhg

cc: Allison F. Monroe, U.S. Army Corps of Engineers, Mobile District  
Willa Brantley, Department of Marine Resources  
Paul Necaie, U.S. Fish and Wildlife Service  
Bill Ainslie, Environmental Protection Agency





STATE OF MISSISSIPPI

PHIL BRYANT  
GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

GAR C. RIKARD, Executive Director

April 19, 2018

Certified Mail No. 7010 1670 00 0 1400 4014  
Mr. Craig Litteken  
Chief, Regulatory Division  
U.S. Army Corps. of Engineers, Mobile District  
PO Box 2288  
Mobile, Alabama 36628

Dear Mr. Litteken:

Re: US Army COE, Mobile District  
Mississippi General Permits  
MSGP-08-New Work Channel  
Dredging  
COE No. SAM-2016-01239-MJF  
WQC No. 2017090

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U.S. C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to U.S. Army Corps. of Engineers, Mobile District, an applicant for a Federal License or permit to conduct the following activity:

**US Army COE, Mobile District, General Permit MSGP-08 - NEW WORK CHANNEL DREDGING** : The U.S. Army Corps of Engineers, Mobile District proposes revision and issuance of the following Mississippi General Permit (MSGP) for a period of 5 years. In an effort to eliminate unnecessary duplication of efforts among agencies and to streamline the permitting process for routine projects with only minimal impact, the Mobile District will regulate minor structures and activities in waters of the U.S., in the state of Mississippi and outer continental shelf waters off the coast of Mississippi, within the Regulatory boundaries of the Mobile District under Regional General Permits identified herein. These permits will supersede Mississippi General Permits issued April 12, 2013.

**MSGP-08 - NEW WORK CHANNEL DREDGING:**

This permit authorizes new work dredging of open water channels for navigation access.



**Cubic Yards of Material to be Removed:** Dredging of up to 1,000 cubic yards of material is authorized by this permit. Authorization under this permit is limited to open water channels for navigation access, and must be a single and complete project.

**Maximum Depth of Dredging :** Dredging depth must be no greater than that of the controlling navigational depth of the adjacent waters and dredge depths shall not exceed 6 feet below mean low tide or ordinary low water unless specifically authorized.

**Best Management Practices:** Best management practices should be used at all times during construction to minimize turbidity at both the dredge and spoil sites. Methods should include, but not be limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area should be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent. Additional best management practices, as required by Mississippi Department of Environmental Quality, will apply regarding the return water from the bermed disposal area.

**Disposal Area:**

- All dredged material must be properly confined in a specified upland area or an approved Beneficial Use for Dredge Material project site, unless otherwise authorized by the Mobile District. For a list of Beneficial Use project sites, please contact DMR, Office of Coastal Ecology.
- Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment on-site and into adjacent drainage areas.
- Disposal on sand beaches is prohibited.

**Hydrographic Survey:** Before and after hydrographic surveys or SAV and/or shellfish surveys may be required based on local knowledge of the waterway and likelihood that important aquatic resource or special aquatic sites could be present.

**Fill Material:** Dredging for fill material is not authorized under this permit; however, use of dredged material as fill is not prohibited.

**Coordination with SHPO:** Coordination with the Mississippi Department of Archives and History is required prior to verification under MSGP-08. MDAH will be provided a copy of the application and afforded 30 days to comment. If MDAH offers no objection or the applicant voluntarily incorporates recommendations of MDAH, the project may be verified by the issuing agency. If MDAH recommends a Cultural Resources Survey or provides comments regarding the potential to affect historic resources, consultation must be completed between MDAH and the Mobile District prior to permit verification.

**Special Aquatic Sites:**

- A minimum 10-foot buffer must be maintained between the proposed work area and wetlands and a 3:1 (horizontal: vertical) side slope or flatter must be maintained.
- No dredging of wetlands, submerged grassbeds, or shellfish beds is authorized (exceptions may be made for noxious, invasive, or exotic vegetation, as determined or verified by staff, in man-made waterbodies).  
[SAM-2016-01239-MJF , WQC2017090].

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. The permittee shall obtain appropriate wastewater permits and/or approvals for the proposed activity prior to the commencement of construction activities.
2. For projects greater than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit. For projects greater than one to less than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit. No construction activities shall begin until the necessary approvals and/or permits have been obtained.
3. All fill material and excavation areas shall have side slopes of at least 3:1 (horizontal:vertical) and shall be immediately seeded, stabilized, and maintained.
4. Basin and channel depth shall gradually increase toward open water and shall not exceed the controlling navigational depth. No "sumps" shall be created by proposed dredging.
5. All dredged material must be properly confined in a specified upland area or an approved Beneficial Use for Dredge Material project site. Spoil disposal areas shall be immediately seeded and stabilized to prevent the movement of sediment off-site and into adjacent drainage areas.
6. Best management practices shall be used at all times during construction to minimize turbidity at both the dredge and disposal sites. The disposal sites shall be constructed and maintained in a manner that minimizes the

discharge of turbid waters into waters of the State. Best management practices shall include, but not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the disposal area shall be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent.

7. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units.
8. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Sections 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.  
If we can be of further assistance, please contact us.

Sincerely,

\_\_\_\_\_  
t.:9- Q\_

Krystal Rudolph, P.E.  
Chief, Environmental Permits Division

HMW: mhg

cc: Allison F. Monroe, U.S. Army Corps of Engineers, Mobile District  
Willa Brantley, Department of Marine Resources  
Paul Ncaise, U.S. Fish and Wildlife Service  
Bill Ainslie, Environmental Protection Agency



STATE OF MISSISSIPPI  
PHIL BRYANT  
GOVERNOR  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
GARY C. RIKARD, EXECUTIVE DIRECTOR

April 19, 2018

Certified Mail No. 70 IO 1670 0000 1400 4021  
Mr. Craig Litteken  
Chief, Regulatory Division  
U.S. Army Corps. of Engineers, Mobile District  
PO Box 2288  
Mobile, Alabama 36628

Dear Mr. Litteken:

Re: US Army COE, Mobile District,  
Mississippi General Permits  
MSGP-09-Fill in Previously  
Dredged Areas  
COE No. SAM-2016-01240-MJF  
WQC No. 2017091

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U.S. C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to U.S. Army Corps. of Engineers, Mobile District, an applicant for a Federal License or permit to conduct the following activity:

**US Army COE, Mobile District, General Permit MSGP-09 - FILL IN PREVIOUSLY DREDGED AREAS:** The U.S. Army Corps of Engineers, Mobile District proposes revision and issuance of the following Mississippi General Permit (MSGP) for a period of 5 years. In an effort to eliminate unnecessary duplication of efforts among agencies and to streamline the permitting process for routine projects with only minimal impact, the Mobile District will regulate minor structures and activities in waters of the U.S., in the state of Mississippi and outer continental shelf waters off the coast of Mississippi, within the Regulatory boundaries of the Mobile District under Regional General Permits identified herein. These permits will supersede Mississippi General Permits issued April 12, 2013.

**MSGP-09 - FILL IN PREVIOUSLY DREDGED AREAS:**

This permit authorizes the filling of previously dredged or excavated areas such as boat slips, artificial canals, etc.

**Previously Dredged Wetlands or Natural Channels:** If the area to be filled had previously been a wetland or natural channel, the fill may not exceed the original elevations or dimensions.

**Fill Material:** Only clean material free of waste, metal or organic trash, unsightly debris, etc., may be used as fill.

**Areas Excluded:**

- No wetlands, submerged grass beds, natural streams, shellfish beds, or natural channels may be filled.
  - No area providing mitigation or enhancement of an aquatic system may be filled.
- [SAM-2016-01240-MJF, WQC2017091].

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. The permittee shall obtain appropriate wastewater permits and/or approvals for the proposed activity prior to the commencement of construction activities.
2. For projects greater than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit. For projects greater than one to less than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit. No construction activities shall begin until the necessary approvals and/or permits have been obtained.
3. All fill material and excavation areas shall have side slopes of at least 3:1 (horizontal:vertical) and shall be immediately seeded, stabilized, and maintained.
4. Best management practices (BMPs) should be used at all times during construction to minimize turbidity at the site. The site shall be operated and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. These BMPs include, but are not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site.

5. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units.
6. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Sections 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.  
If we can be of further assistance, please contact us.

Sincerely,



Krystal Rudolph, P.E.  
Chief, Environmental Permits Division

HMW:rnhg

cc: Allison F. Monroe, U.S. Army Corps of Engineers, Mobile District  
Willa Brantley, Department of Marine Resources  
Paul Necaise, U.S. Fish and Wildlife Service  
Bill Ainslie, Environmental Protection Agency



STATE OF MISSISSIPPI  
PHIL BRYANT  
GOVERNOR  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
GARY C. RIKARD, EXECUTIVE DIRECTOR

April 19, 2018

Certified Mail No. 7010 1670 0000 1400 4038  
Mr. Craig Litteken  
Chief, Regulatory Division  
U.S. Army Corps. of Engineers, Mobile District  
PO Box 2288  
Mobile, Alabama 36628

Dear Mr. Litteken:

Re: US Army COE, Mobile District,  
Mississippi General Permits  
MSGP-10- Debris Removal  
COE No. SAM-2016-01241-MJF  
WQC No. 2017092

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U.S. C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to U.S. Army Corps. of Engineers, Mobile District, an applicant for a Federal License or permit to conduct the following activity:

**US Army COE, Mobile District, General Permit MSGP-10 - DEBRIS**

**REMOVAL:** The U.S. Army Corps of Engineers, Mobile District proposes revision and issuance of the following Mississippi General Permit (MSGP) for a period of 5 years. In an effort to eliminate unnecessary duplication of efforts among agencies and to streamline the permitting process for routine projects with only minimal impact, the Mobile District will regulate minor structures and activities in waters of the U.S., in the state of Mississippi and outer continental shelf waters off the coast of Mississippi, within the Regulatory boundaries of the Mobile District under Regional General Permits identified herein. These permits will supersede Mississippi General Permits issued April 12, 2013.

**MSGP-10 - DEBRIS REMOVAL:**

This permit allows debris to be removed from any waterway for navigation, drainage, and/or pollution control.

**Debris Definition:** Debris includes, but is not limited to, non-imbedded stumps, tree limbs, appliances, lumber, metal objects, etc.

**Non-Authorized Work:**

- Dredging of gravel, sand, silt, and the removal of hazardous materials, etc., is not authorized under this permit.
- Snagging of dead (imbedded) or living trees from a stream bank is not authorized under this permit. However, trees imbedded in the bank may be cut off but their stumps may not be removed from the bank.
- Impacts to submerged aquatic vegetation are not authorized under this permit.
- Re-shaping or re-distribution of material in the channel and/or side slopes is not authorized by this permit.
- This permit does not authorize the removal of debris that is itself historic (e.g., shipwrecks).

**Disposal Area:** All debris must be properly placed in an approved landfill. Alternative sites for the disposal of woody debris may be authorized on a case-by-case basis.

**Burning of Debris:** Woody debris should not be burned unless full coordination with the Mississippi Department of Environmental Quality/ Air Division has been completed.

**Coordination with SHPO:** Coordination with the Mississippi Department of Archives and History is required prior to verification under MSGP-10 when debris in question is more than 50 years old (i.e. shipwrecks). In such cases, MDAH will be provided a copy of the application and afforded 30 days to comment. If MDAH offers no objection or the applicant voluntarily incorporates recommendations of MDAH, the project may be verified by the issuing agency. If MDAH recommends a Cultural Resource Survey or provides comments regarding the potential to affect historic resources, consultation must be completed between MDAH and the Mobile District prior to permit verification. [SAM-2016-01241-MJF, WQC2017092].

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

- I. For projects greater than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit. For projects greater than one to less than five acres of total ground disturbances including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit. No construction activities shall begin until the necessary approvals and/or permits have been obtained.



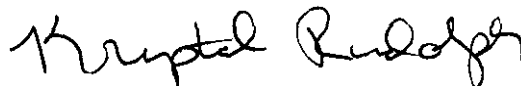
2. Best management practices (BMPs) should be used at all times during construction to minimize turbidity at the site. The site shall be operated and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. These BMPs include, but are not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site.
3. All debris must be properly disposed of in a Mississippi Department of Environmental Quality approved/permitted facility.
4. Debris shall not be burned without prior approval from the Mississippi Department of Environmental Quality - Air Division.
5. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units.
6. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Sections 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.

If we can be of further assistance, please contact us.

Sincerely,

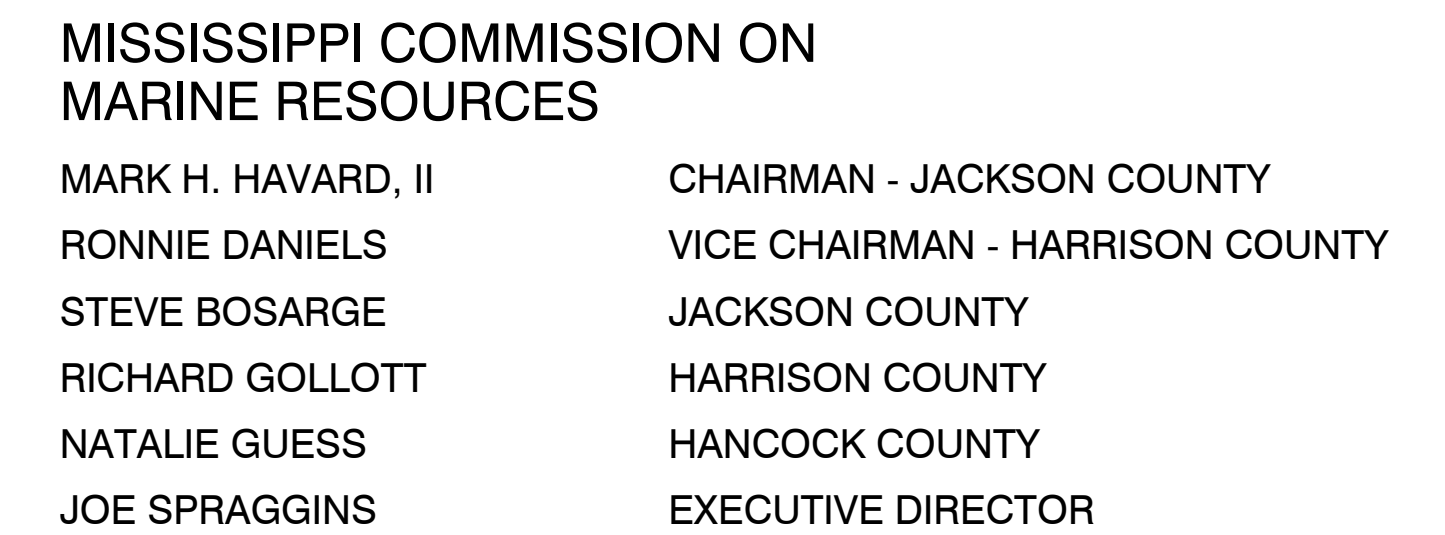


Krystal Rudolph, P.E.  
Chief, Environmental Permits Division

HMW: rnhg

cc: Allison F. Monroe, U.S. Army Corps of Engineers, Mobile District  
Willa Brantley, Department of Marine Resources  
Paul Necaise, U.S. Fish and Wildlife Service  
Bill Ainslie, Environmental Protection Agency

Project No.		19-018	
Sheet		T1	
SEYMOUR ENGINEERING 925 TOMMY MUNRO DRIVE, SUITE G BILOXI, MISSISSIPPI 39552 PHONE: 228-385-2350      FAX: 228-385-2353		HARRISON COUNTY, MISSISSIPPI GULFPORT, COFFEE CREEK RETENTION BASIN	
Project	COFFEE CREEK RETENTION BASIN		
Location	GULFPORT,		
Owner	HARRISON COUNTY, MISSISSIPPI		
Design	SEYMOUR ENGINEERING		
Drawn	D. LOVE		
Checked	J. SPIRES		
Approved	M. SEYMOUR		
Date	1/20/2020		
PROJECT TITLE SHEET			

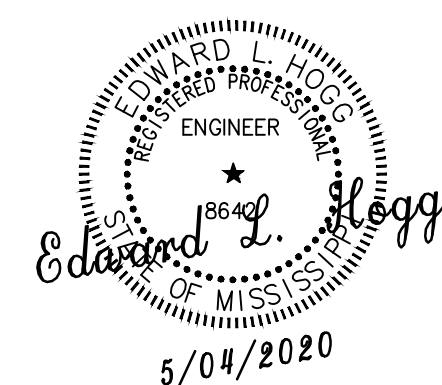


<i>SHEET NO.</i>	<i>DESCRIPTION</i>
T1	PROJECT TITLE SHEET
G1	GENERAL NOTES
C1	EXISTING CONDITIONS - NORTH
C2	EXISTING CONDITIONS - SOUTH
C3	PROPOSED LAYOUT - NORTH
C4	CROSS SECTIONS - NORTH
C5	PROPOSED LAYOUT - SOUTH
C6	STORMWATER POLLUTION PREVENTION PLAN
C7	TYPICAL SECTIONS
C8	CONSTRUCTION DETAILS

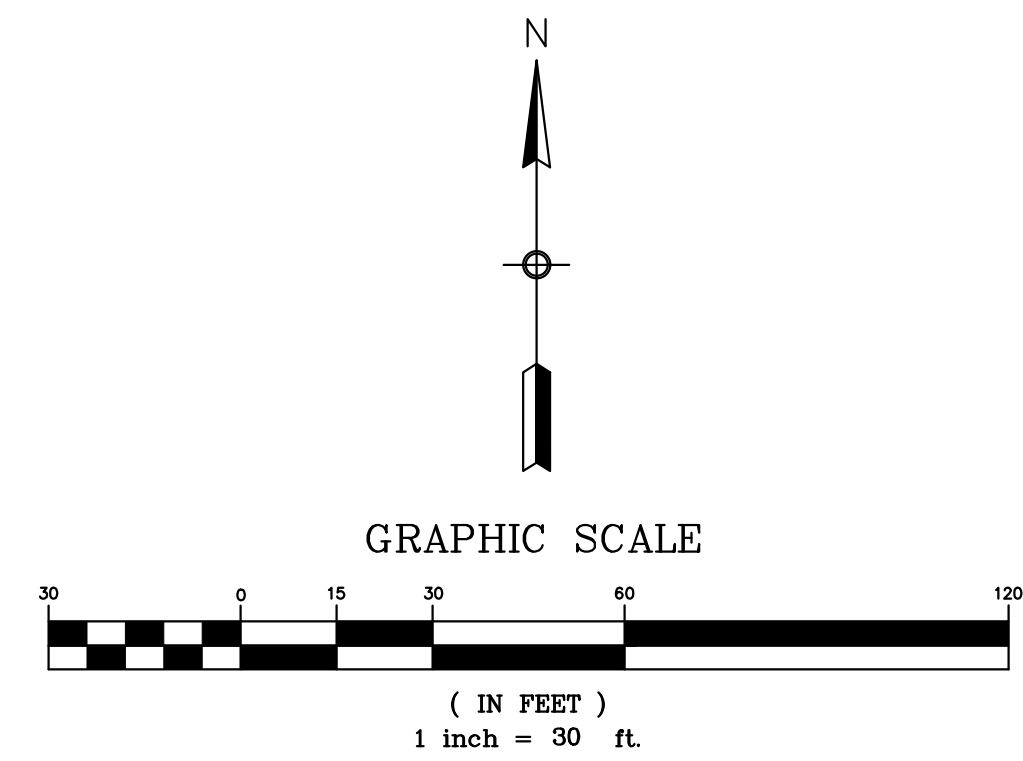
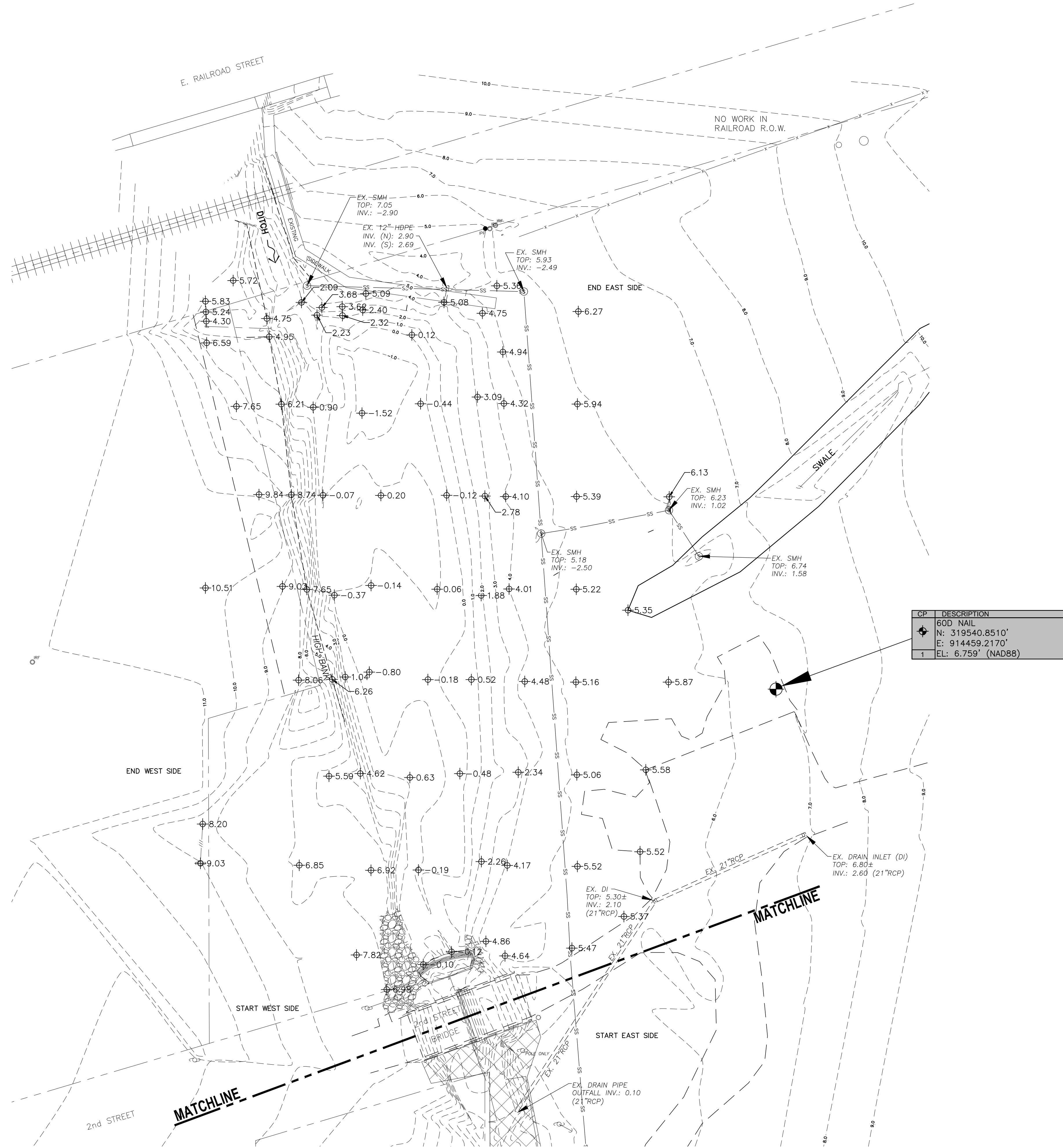


PROJECT LOCATION

GULFPORT, HARRISON COUNTY, MISSISSIPPI  
30°22'35" N , 89°03'17" W







Revised	
Drawn	D. LOVE
Checked	J. SPIRES
Approved	M. SEYMOUR
Date	1/20/2020

Sheet Title

EXISTING CONDITIONS - NORTH

Project Name

COFFEE CREEK RETENTION BASIN  
GULFPORT, MISSISSIPPI  
HARRISON COUNTY, MISSISSIPPI

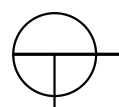
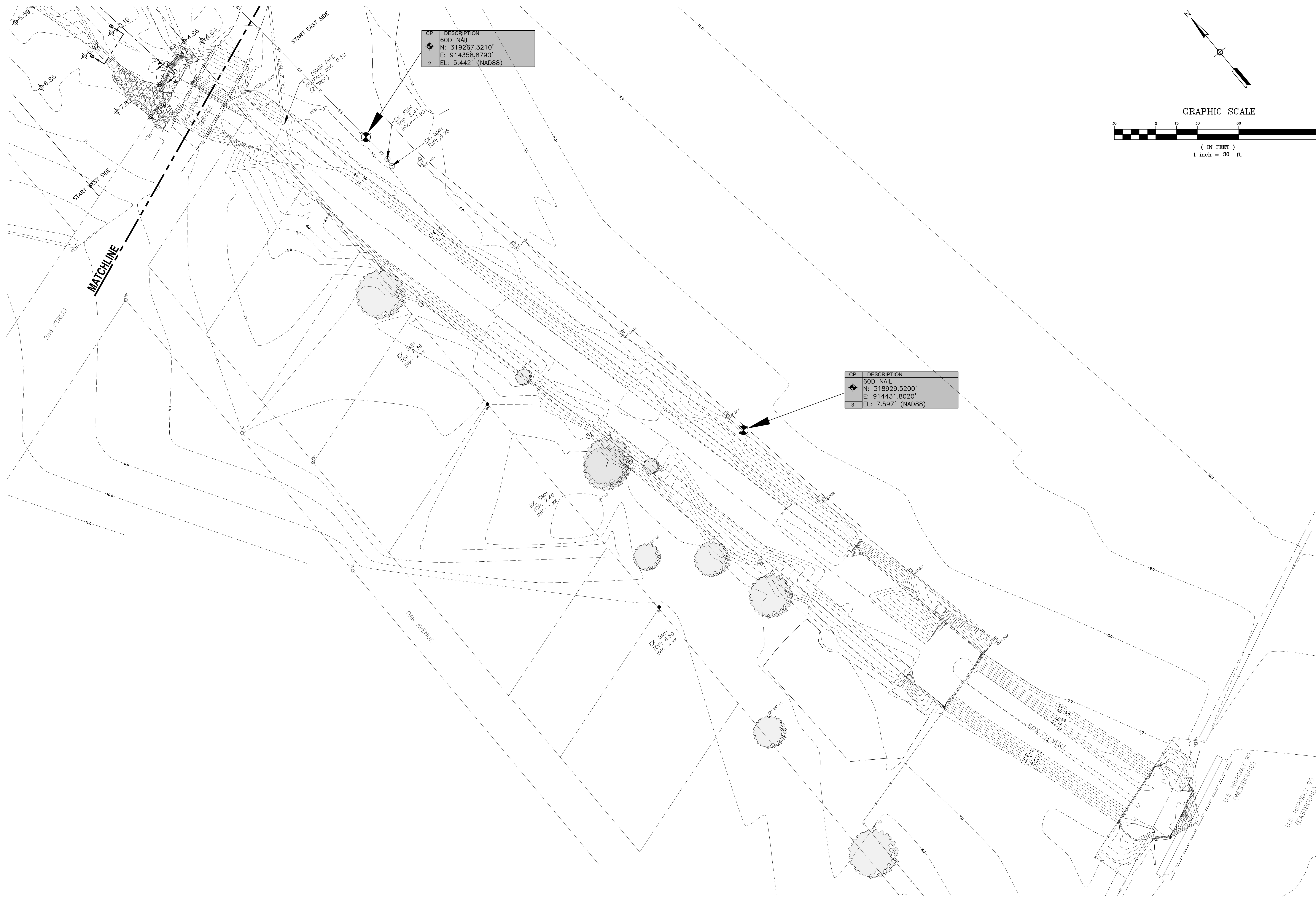
SEYMOUR ENGINEERING

PHONE: 228-385-2350 FAX: 228-385-2353  
925 TOMMY MUNRO DRIVE, SUITE G  
BILOXI, MISSISSIPPI 39532

Sheet

C1

Project No.  
19-018



EXISTING CONDITIONS - SOUTH AREA

SCALE: 1" = 30'

GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.

Revised	
Drawn	D. LOVE
Checked	J. SPIRES
Approved	M. SEYMOUR
Date	1/20/2020

Sheet Title

Project Name

COFFEE CREEK RETENTION BASIN  
GULFPORT, MISSISSIPPI  
HARRISON COUNTY, MISSISSIPPI

SEYMOUR ENGINEERING

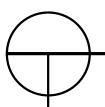
PHONE: 228-385-2350 FAX: 228-385-2353  
925 TOMMY MUNRO DRIVE, SUITE G  
BILOXI, MISSISSIPPI 39532

Sheet

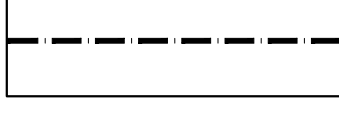
C2

Project No.

19-018



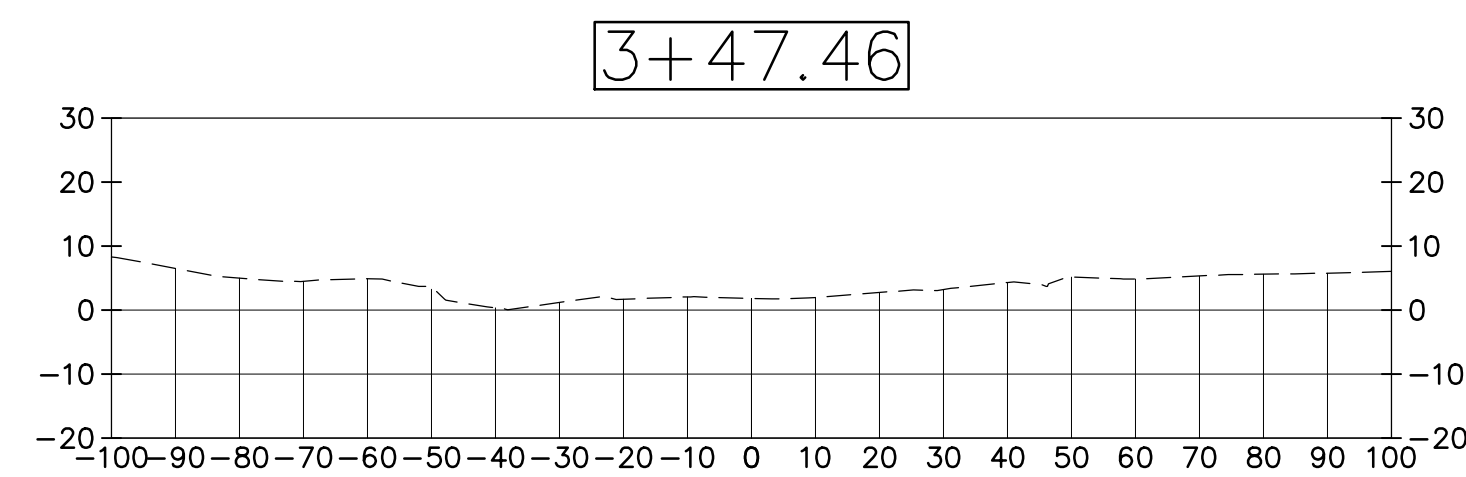
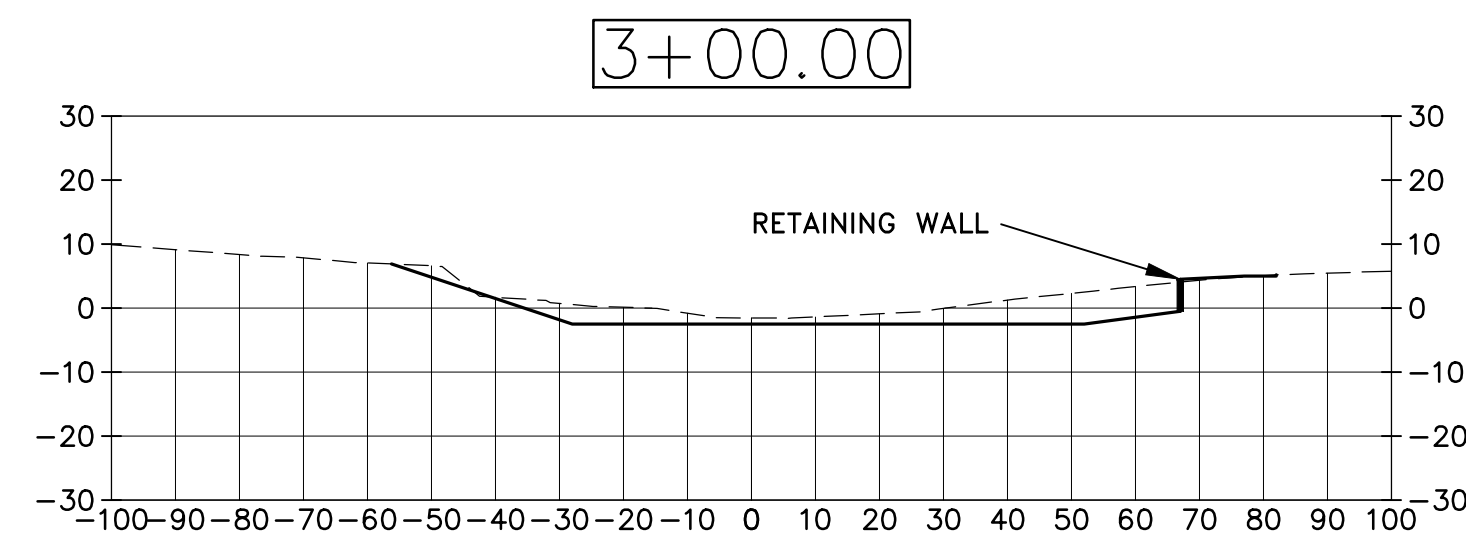
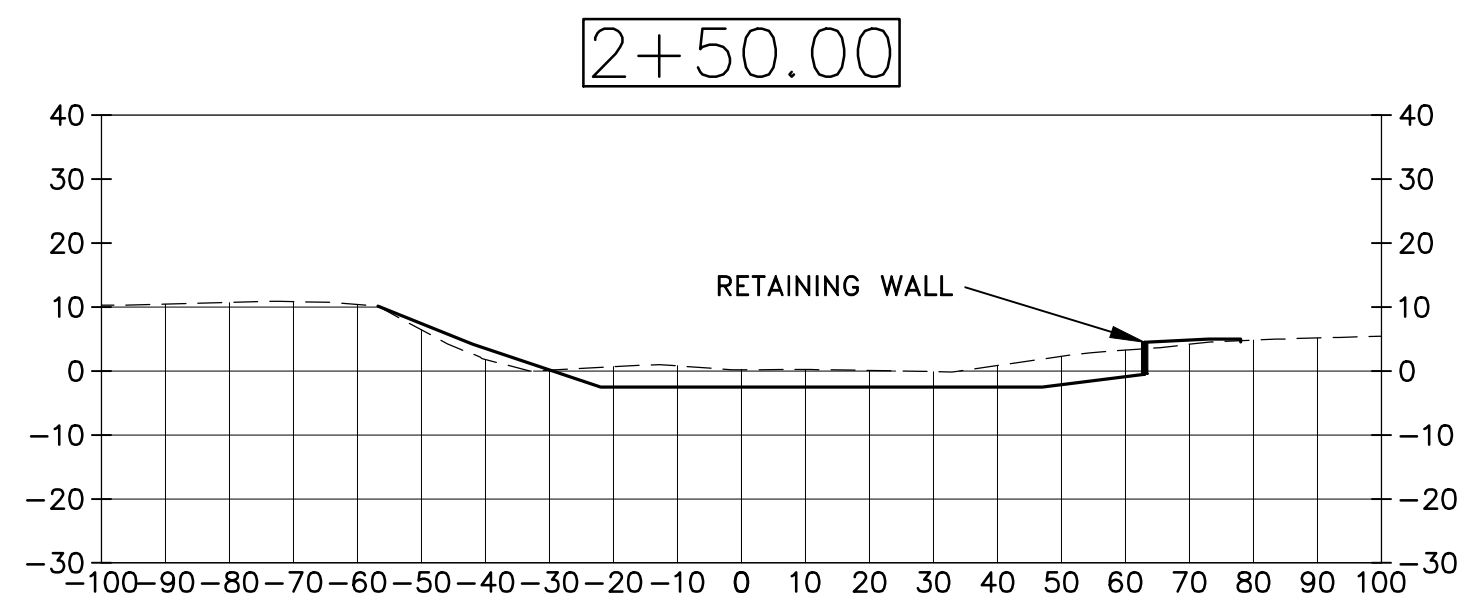
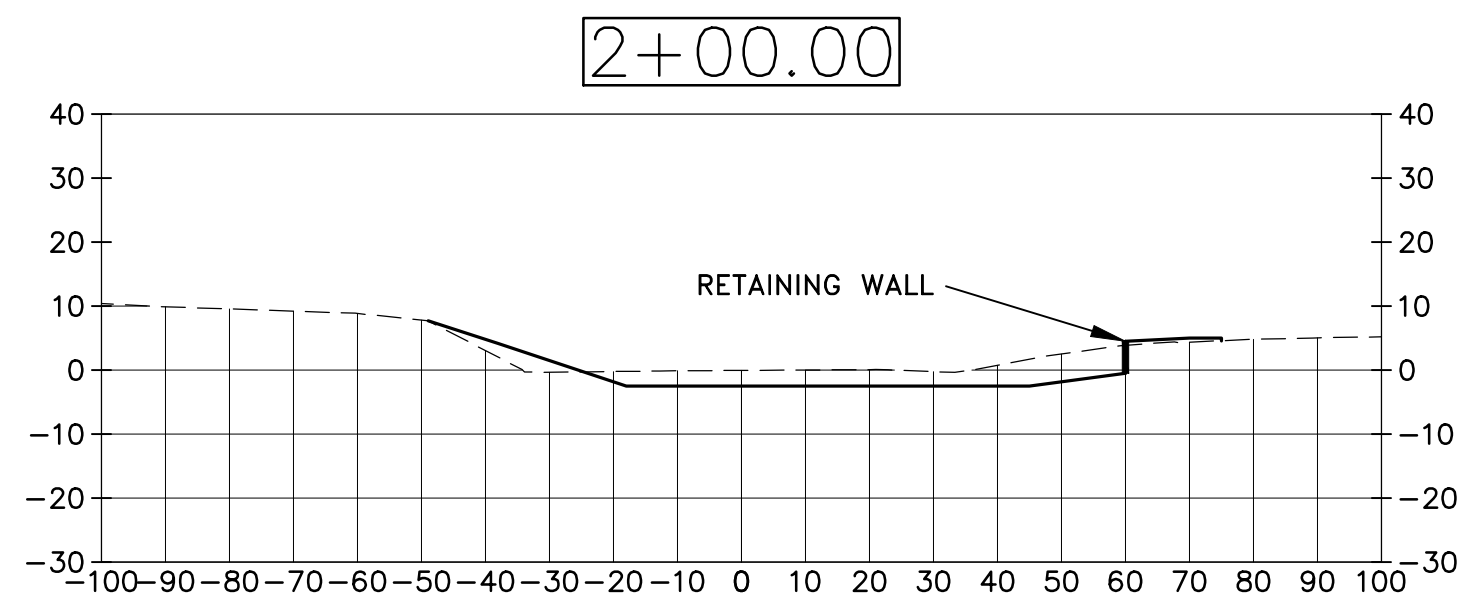
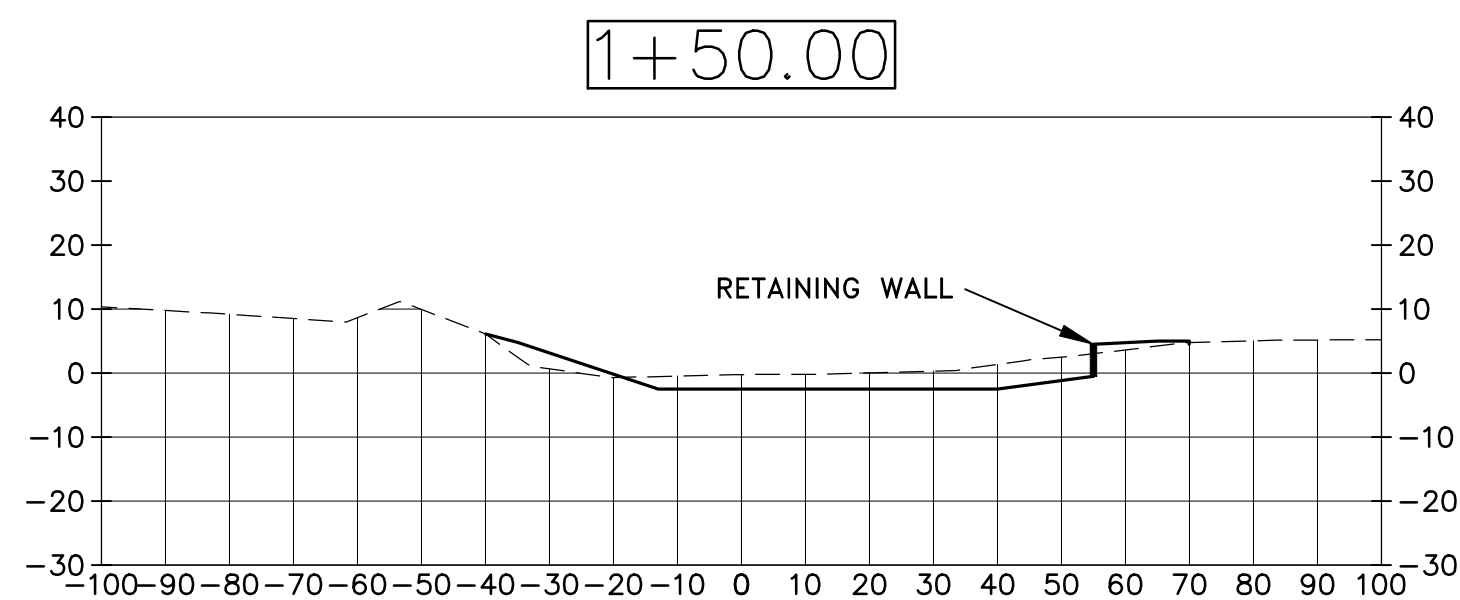
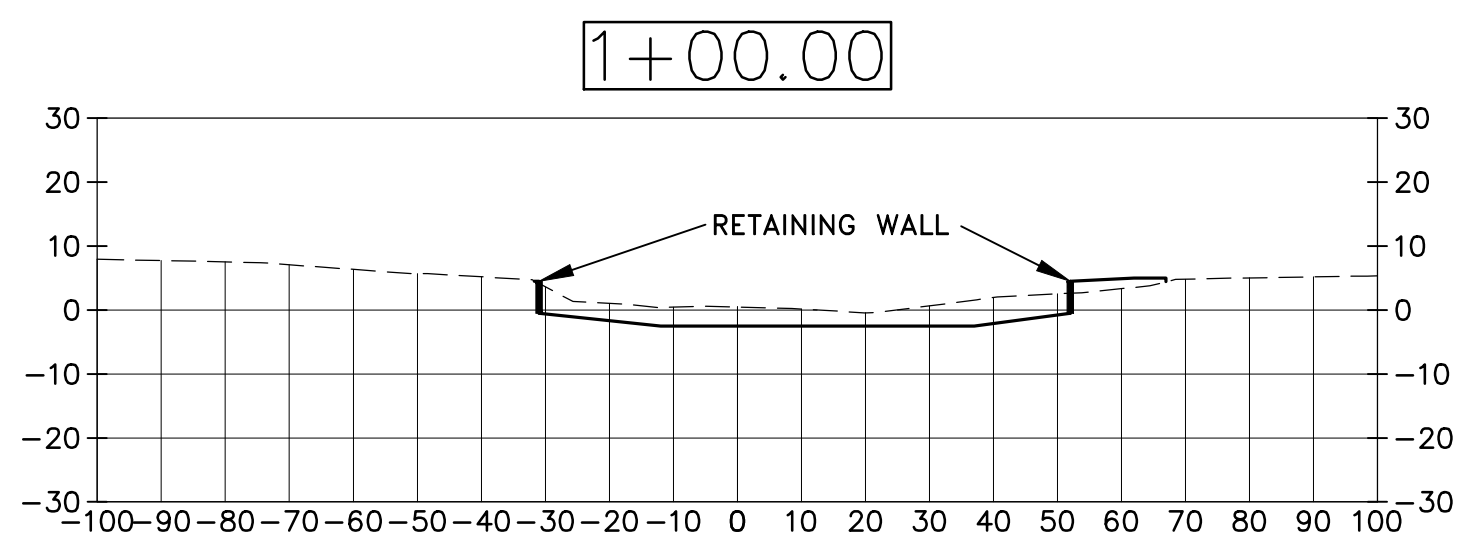
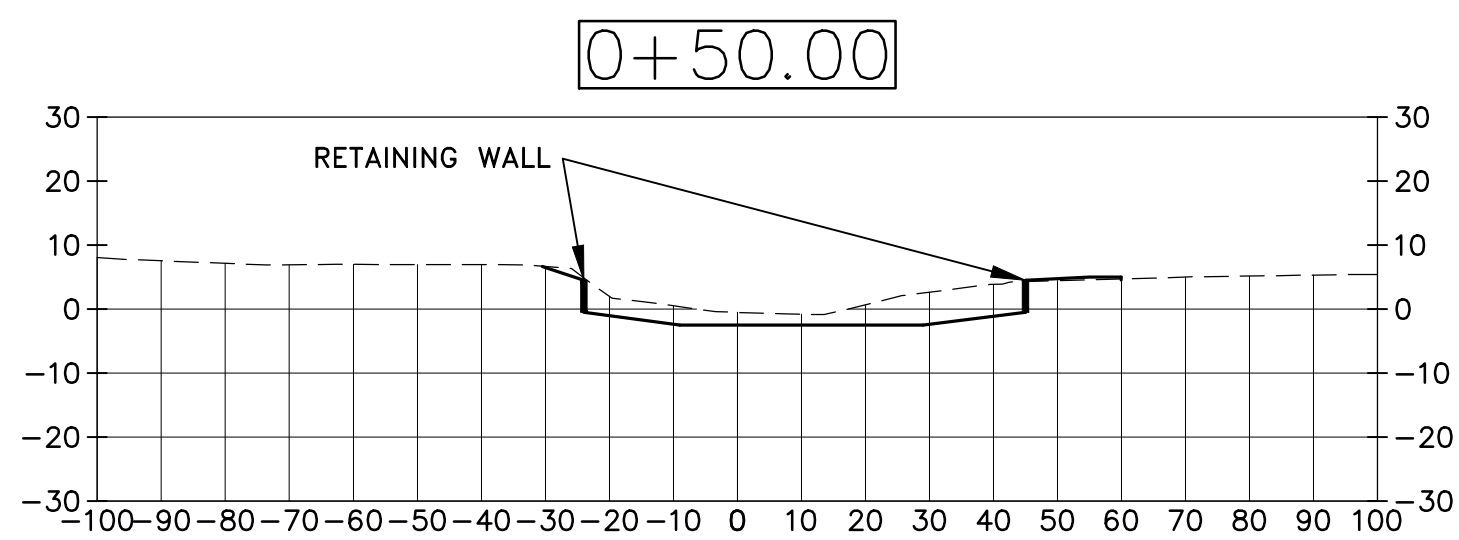
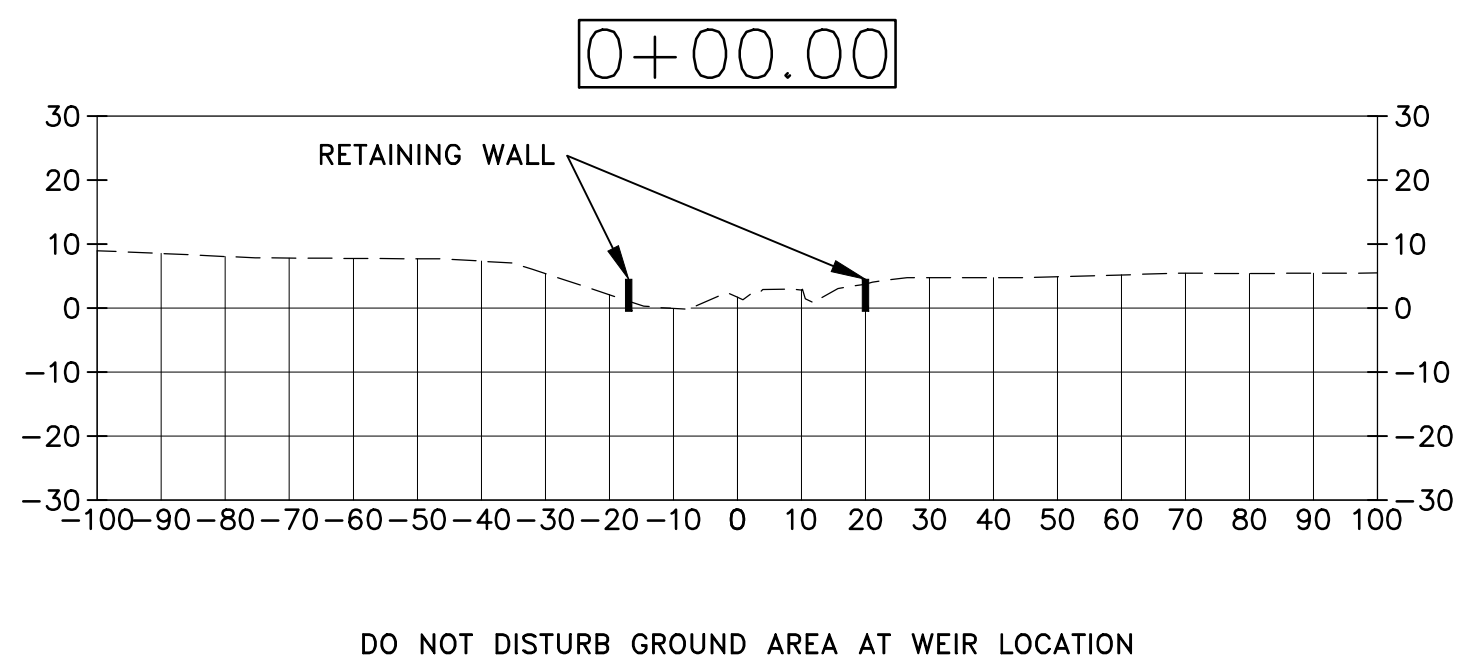
**SCALE: 1" = 30'**



## PROJECT LIMITS

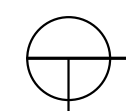
NOTE:  
HEAVY EQUIPMENT THAT PUTS GREATER  
THAN 40 PSF PRESSURE ON THE GROUND  
SHALL STAY A MIN. OF 15' AWAY FROM  
THE RETAINING WALL UPLAND SIDE.

Project Name		COFFEE CREEK RETENTION BASIN	
Project Title		GULFPORT, MISSISSIPPI	
Sheet		C3	
Project No.		19-018	
SEYMOUR ENGINEERING		925 TOMMY MUNRO DRIVE, SUITE G BILOXI, MISSISSIPPI 39532	
PHONE: 228-385-2350		FAX: 228-385-2353	
Sheet		D. LOVE	
Checked		J. SPIRES	
Approved		M. SEYMOUR	
Date		1/20/2020	
Revised			
Drawn			



LEGEND

	EXISTING GRADE
	PROPOSED GRADE



CROSS SECTIONS

SCALE: 1" = 30'

Revised	
Drawn	D. LOVE
Checked	J. SPIRES
Approved	M. SEYMOUR
Date	1/20/2020

Sheet Title

CROSS SECTIONS - NORTH AREA

Project Name

COFFEE CREEK RETENTION BASIN  
GULFPORT,  
HARRISON COUNTY, MISSISSIPPI

**SEYMOUR ENGINEERING**

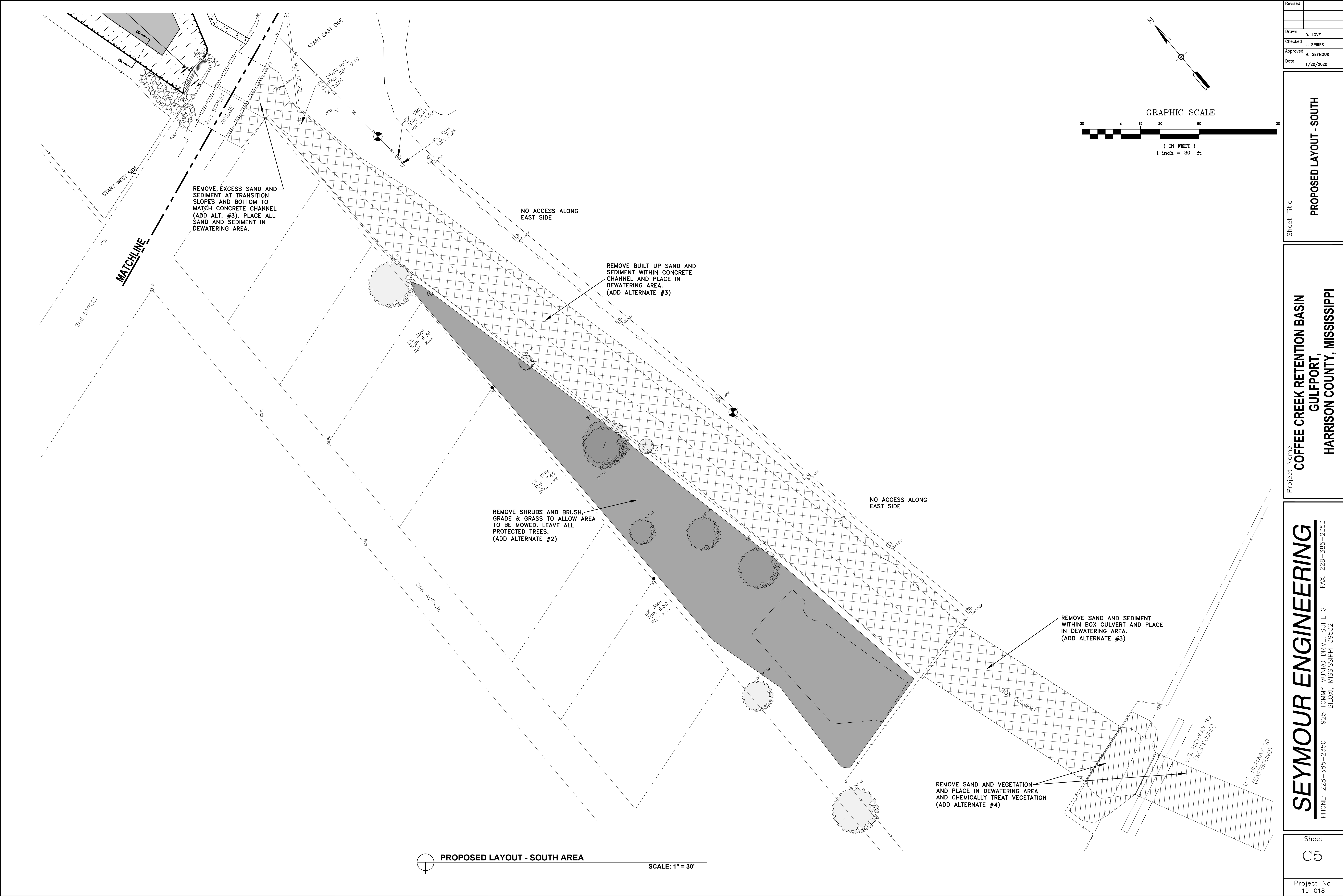
PHONE: 228-385-2350 925 TOMMY MUNRO DRIVE, SUITE G BILOXI, MISSISSIPPI 39532 FAX: 228-385-2353

Sheet

C4

Project No.  
19-018





Revised	
Drawn	D. LOVE
Checked	J. SPIRES
Approved	M. SEYMOUR
Date	1/20/2020

Sheet Title

Project Name

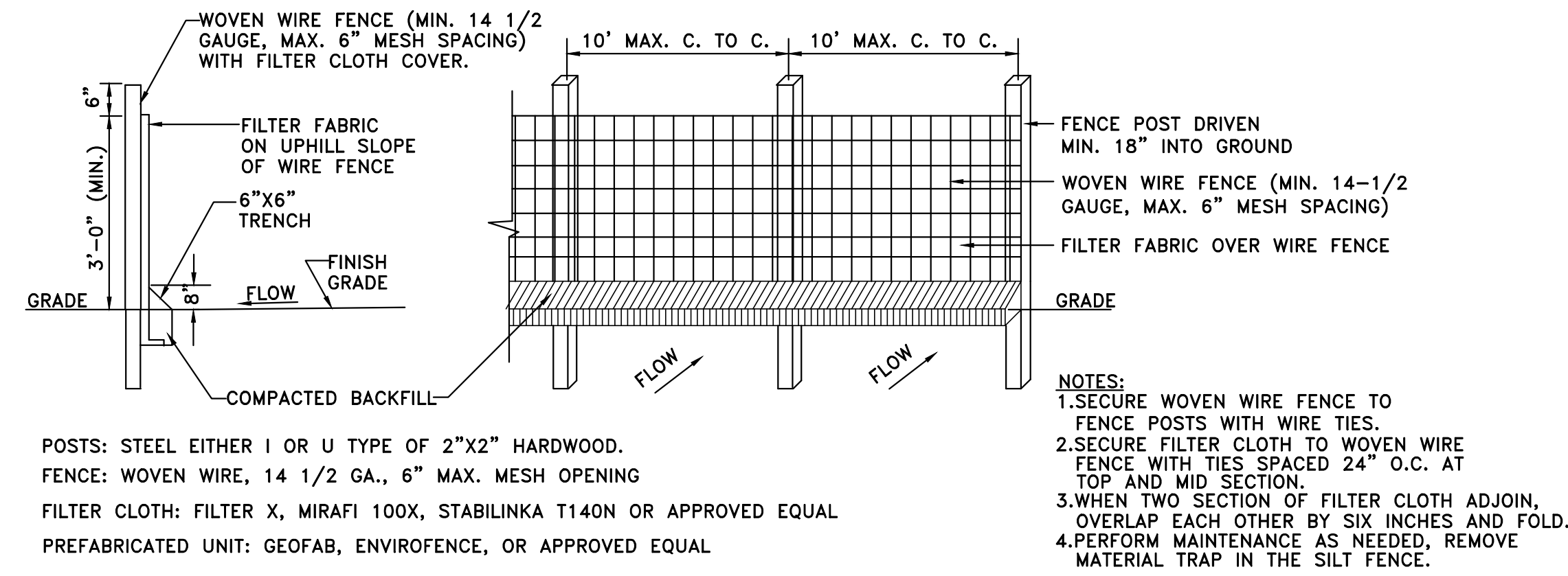
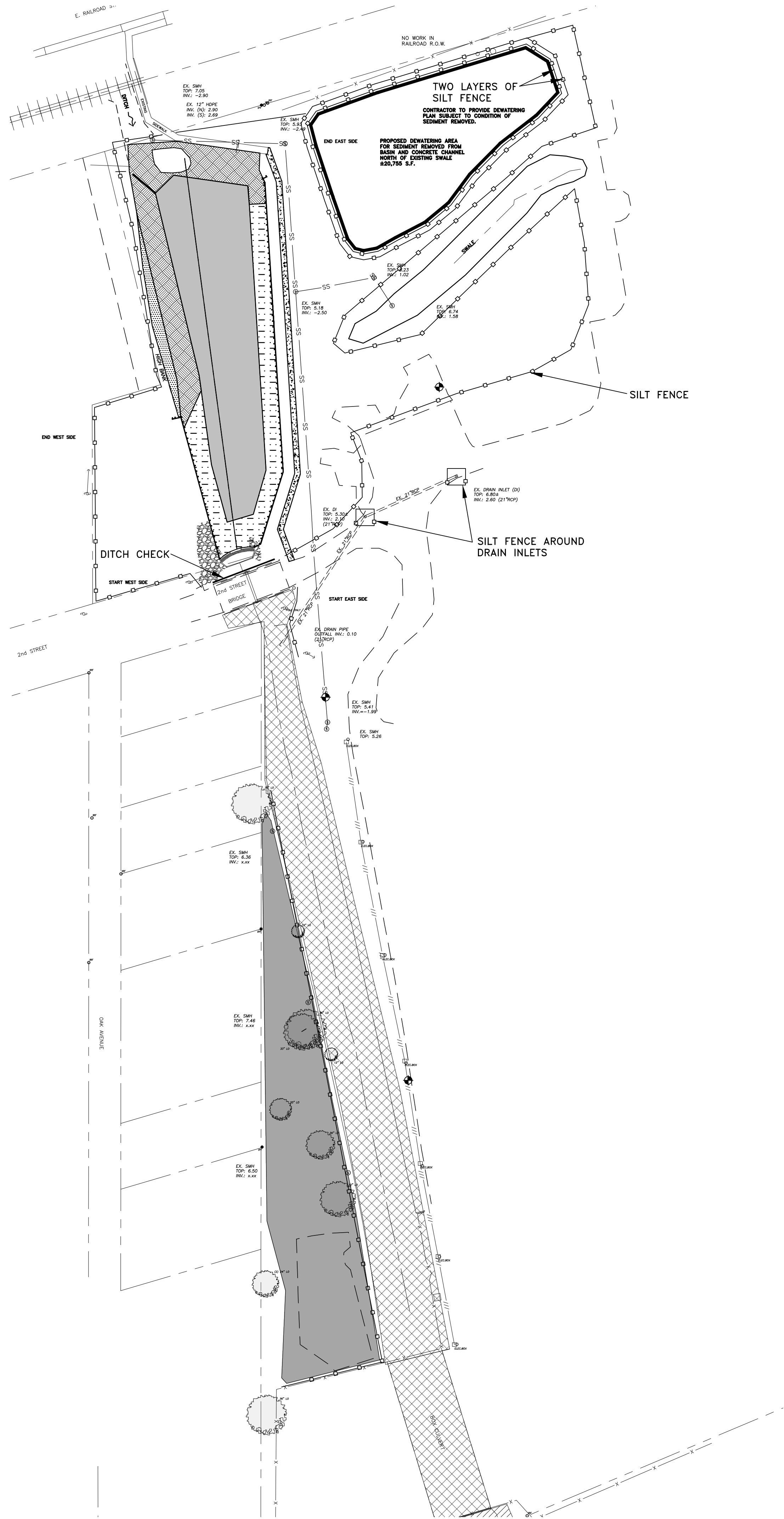
**COFFEE CREEK RETENTION BASIN**  
**GULFPORT, MISSISSIPPI**  
**HARRISON COUNTY, MISSISSIPPI**

**SEYMOUR ENGINEERING**  
925 TOMMY MUNRO DRIVE, SUITE G  
BILOXI, MISSISSIPPI 39532  
PHONE: 228-385-2350 FAX: 228-385-2353

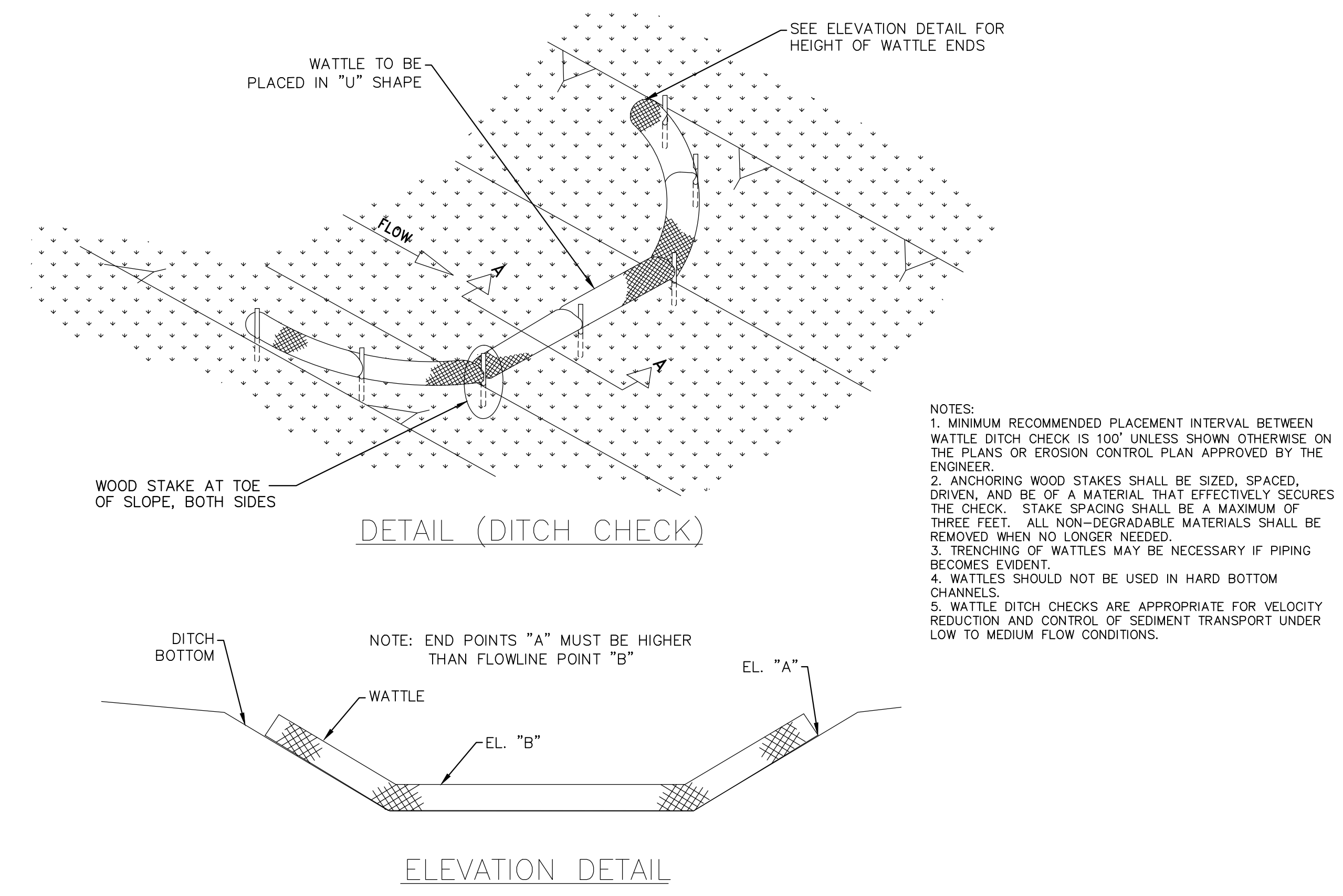
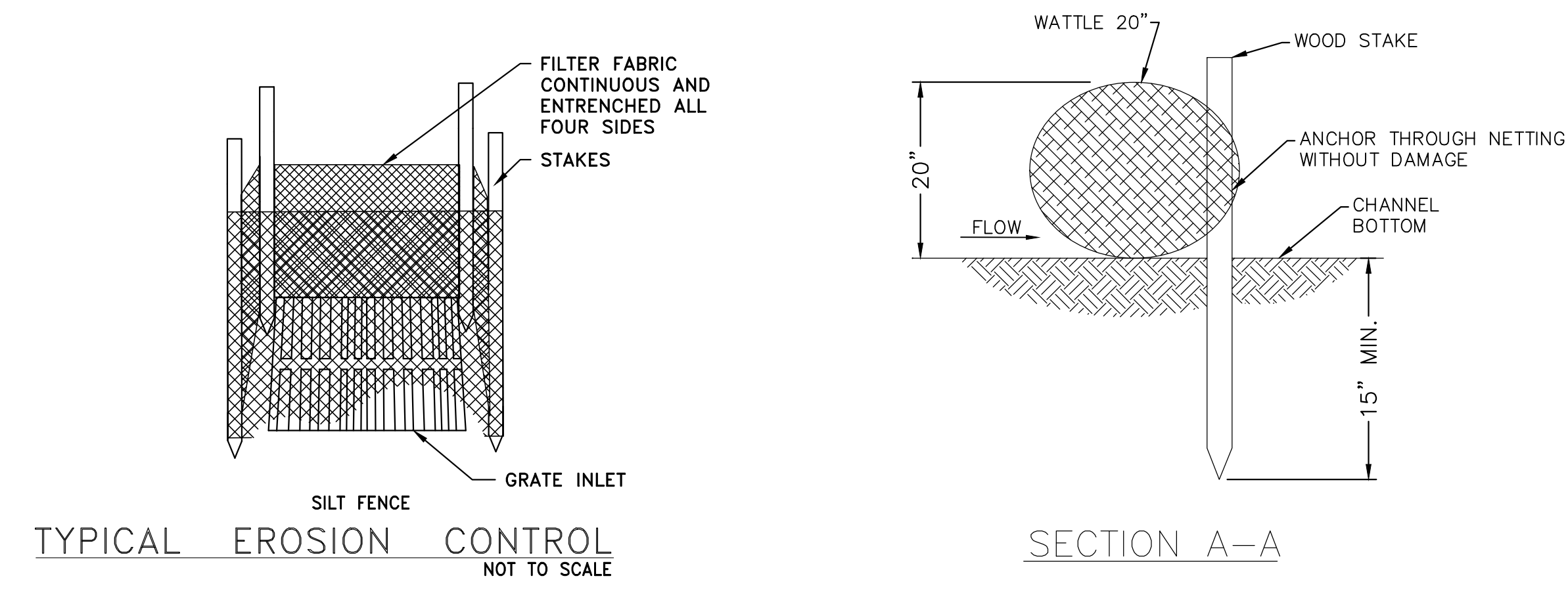
Sheet

**C5**

Project No.  
19-018



SILT FENCE DETAIL  
NOT TO SCALE



WATTLE DITCH CHECK DETAIL  
NOT TO SCALE

Revised	
Drawn	D. LOVE
Checked	J. SPIRES
Approved	M. SEYMOUR
Date	1/20/2020

Sheet Title

STORMWATER POLLUTION PREVENTION PLAN

Project Name

COFFEE CREEK RETENTION BASIN  
GULFPORT, MISSISSIPPI  
HARRISON COUNTY, MISSISSIPPI

SEYMOUR ENGINEERING

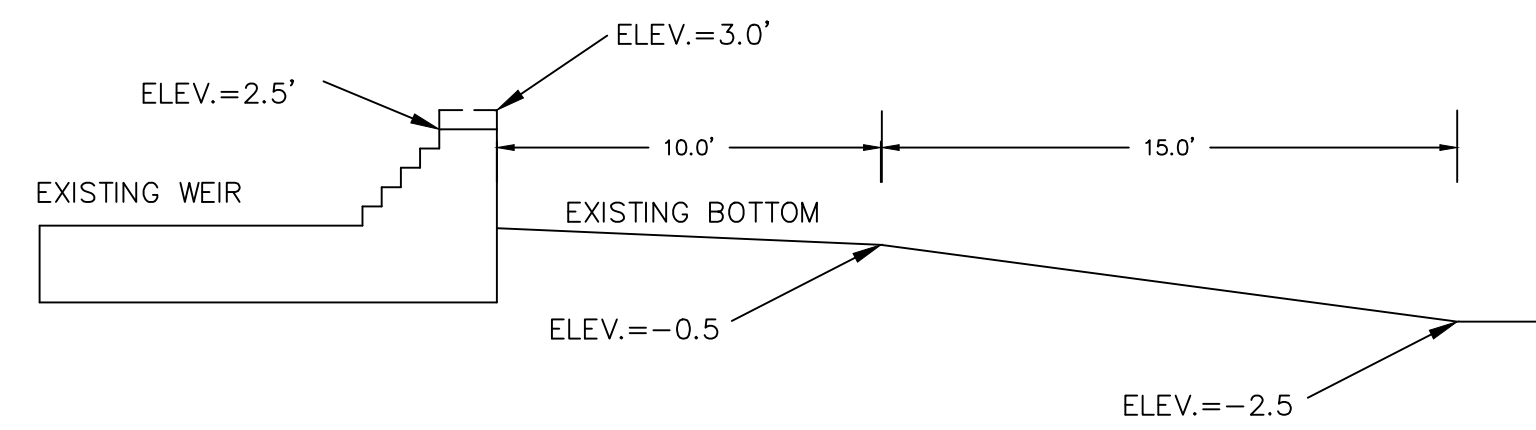
PHONE: 228-385-2350 FAX: 228-385-2353  
925 TOMMY MUNRO DRIVE, SUITE G  
BILLOXI, MISSISSIPPI 39532

Sheet

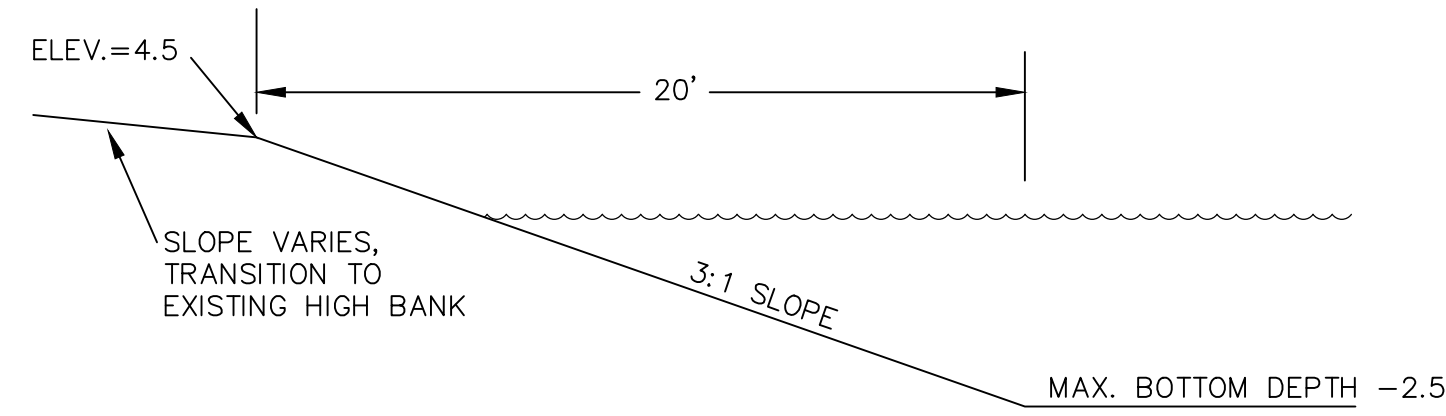
C6

Project No.  
19-018

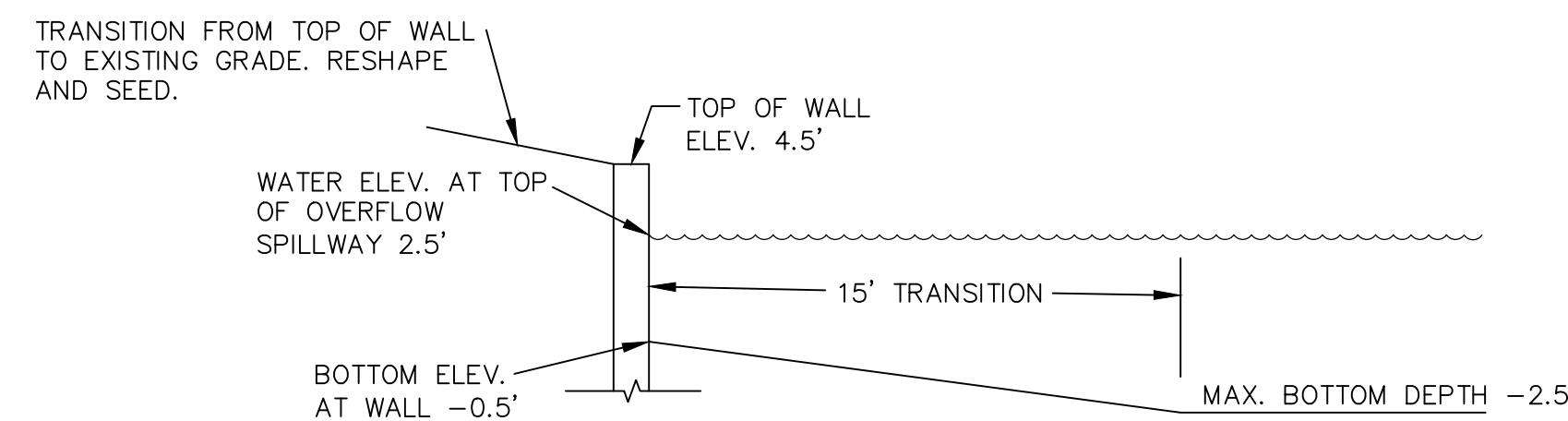




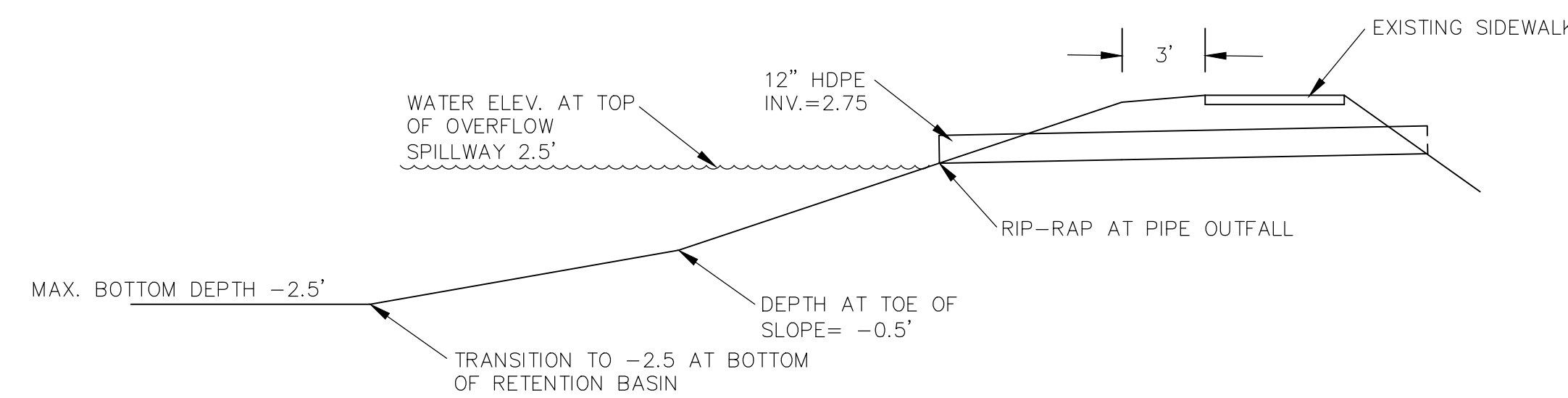
SECTION A-A  
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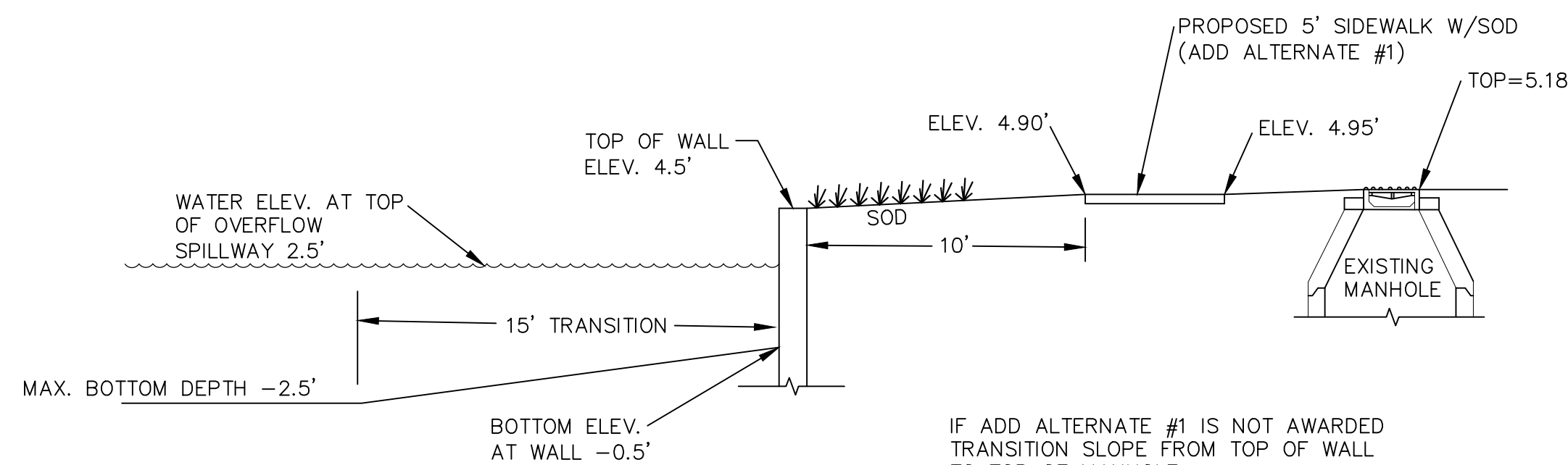
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N.T.S.



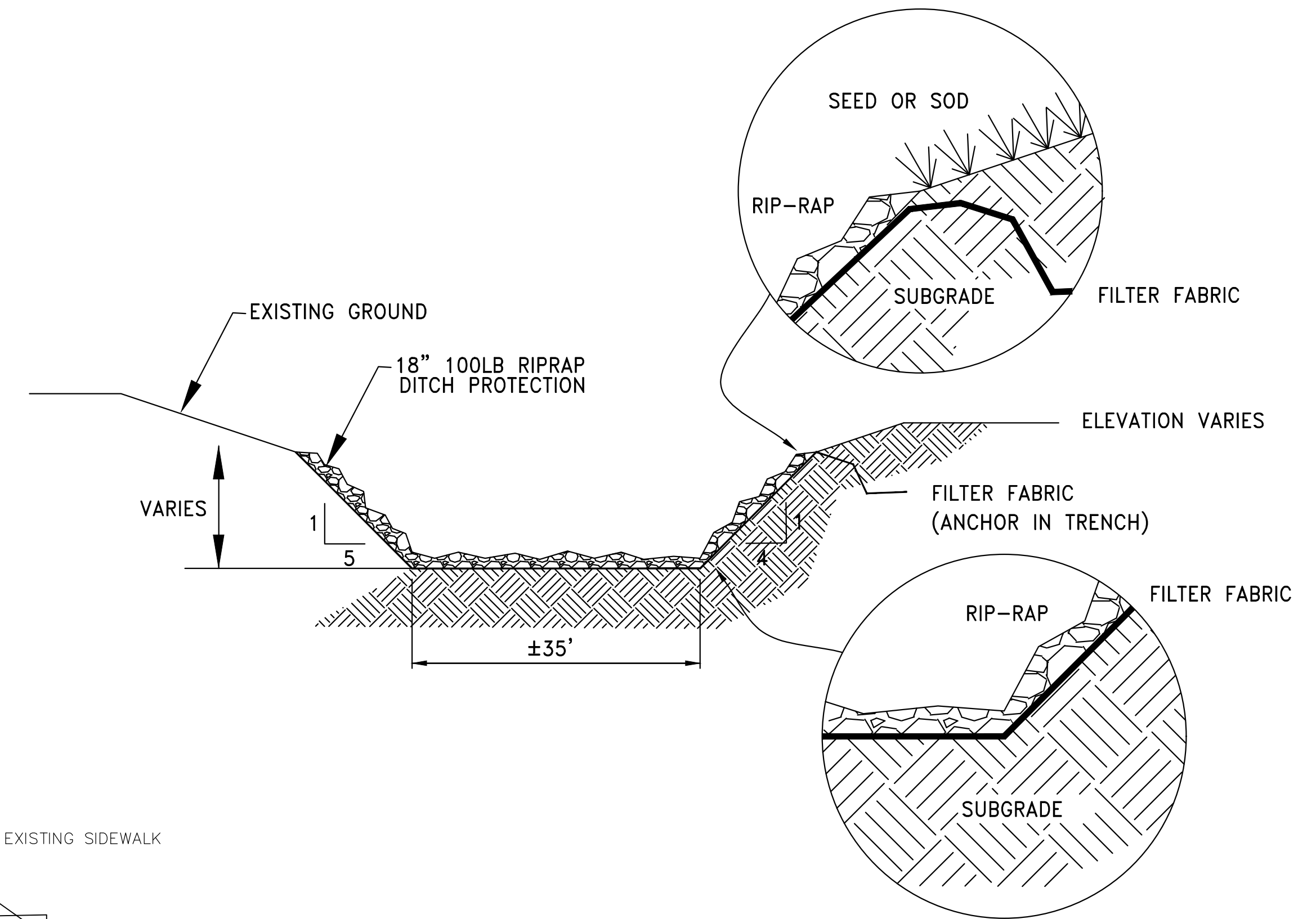
SECTION B-B  
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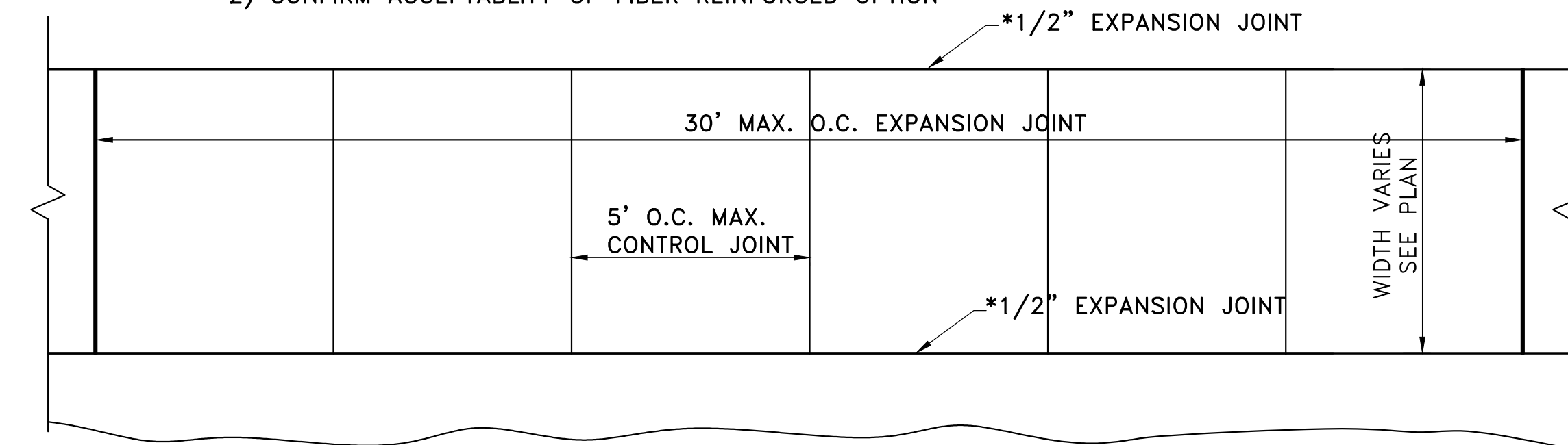
SECTION E-E  
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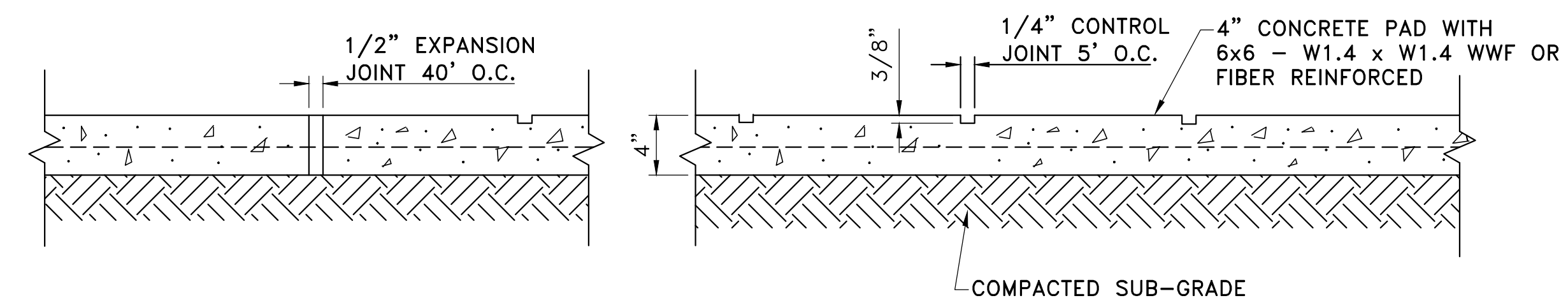
SECTION C-C  
N.T.S.



DESIGN NOTE:  
1) USER CHECK APPLICABILITY OF LONGITUDINAL EXPANSION JOINTS INSTEAD OF BOND BREAKER MATERIAL  
2) CONFIRM ACCEPTABILITY OF FIBER REINFORCED OPTION



\*REQUIRED IF SIDEWALK ABUTS CONCRETE OR ASPHALT.



SIDEWALK JOINT DETAIL  
NOT TO SCALE

GALVANIZED  
OGEE  
WASHER

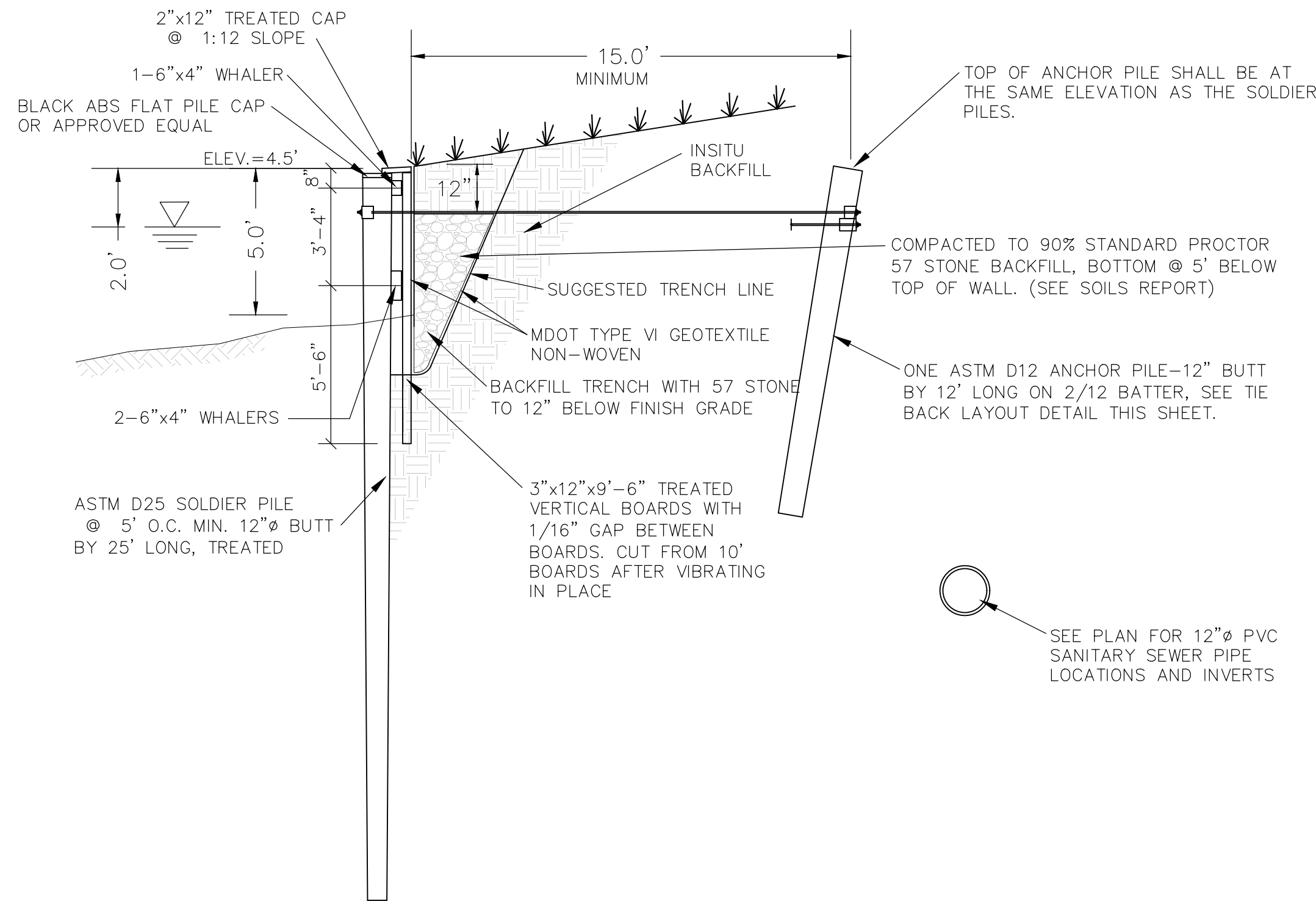
R=6"

GALVANIZED NUT

18mm GALV. DYWIDAG  
FYT=170 KN OR  
1"Ø GALV. ASME18.31.3 OR  
ENGINEER APPROVED EQUAL

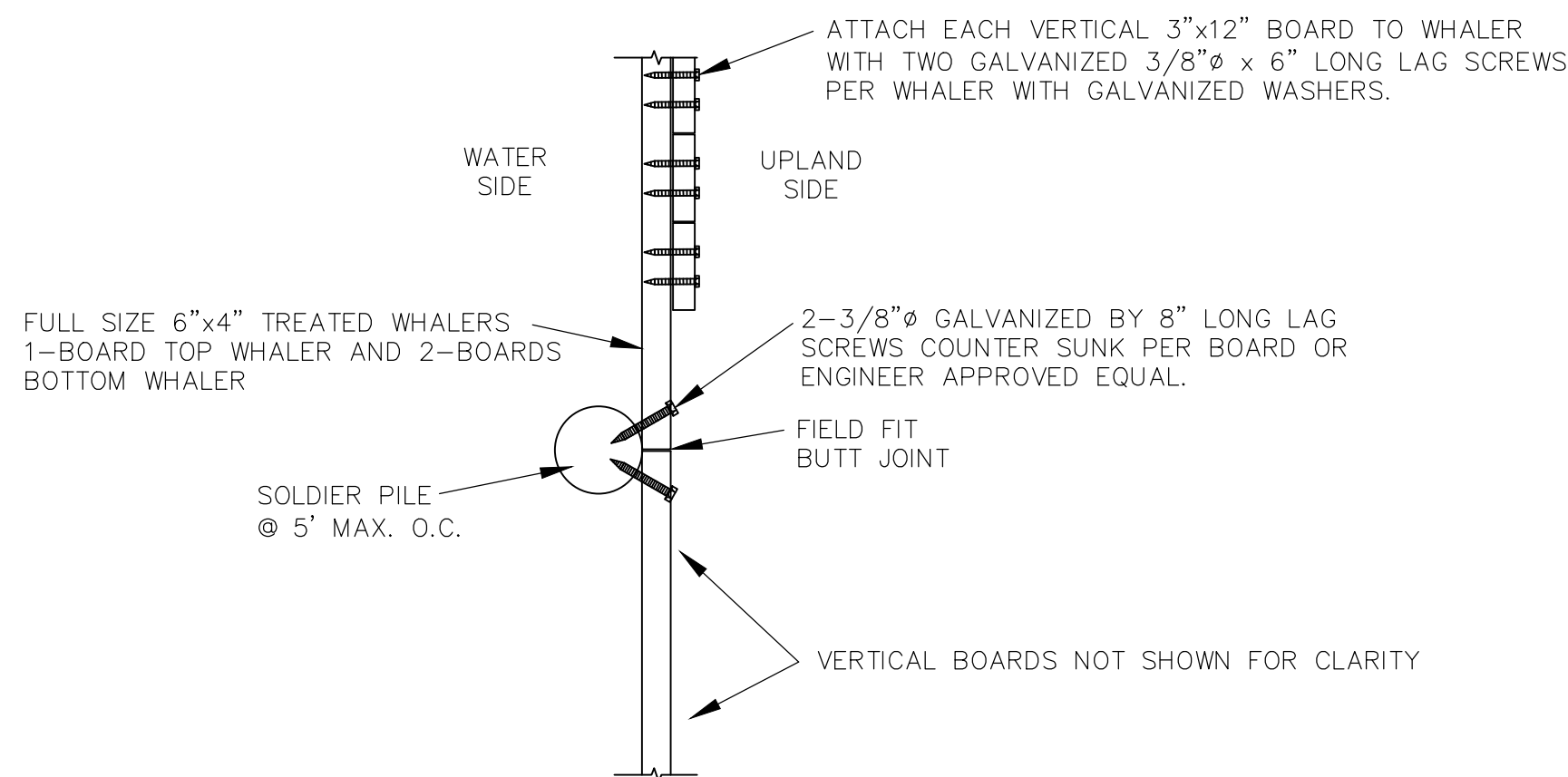
Ø 3/8x12"Ø  
GALVANIZED

TYPICAL NUT AND WASHER  
AT TIE RODS. TENSION RODS  
AFTER COMPACTED BACKFILL  
IS IN PLACE.

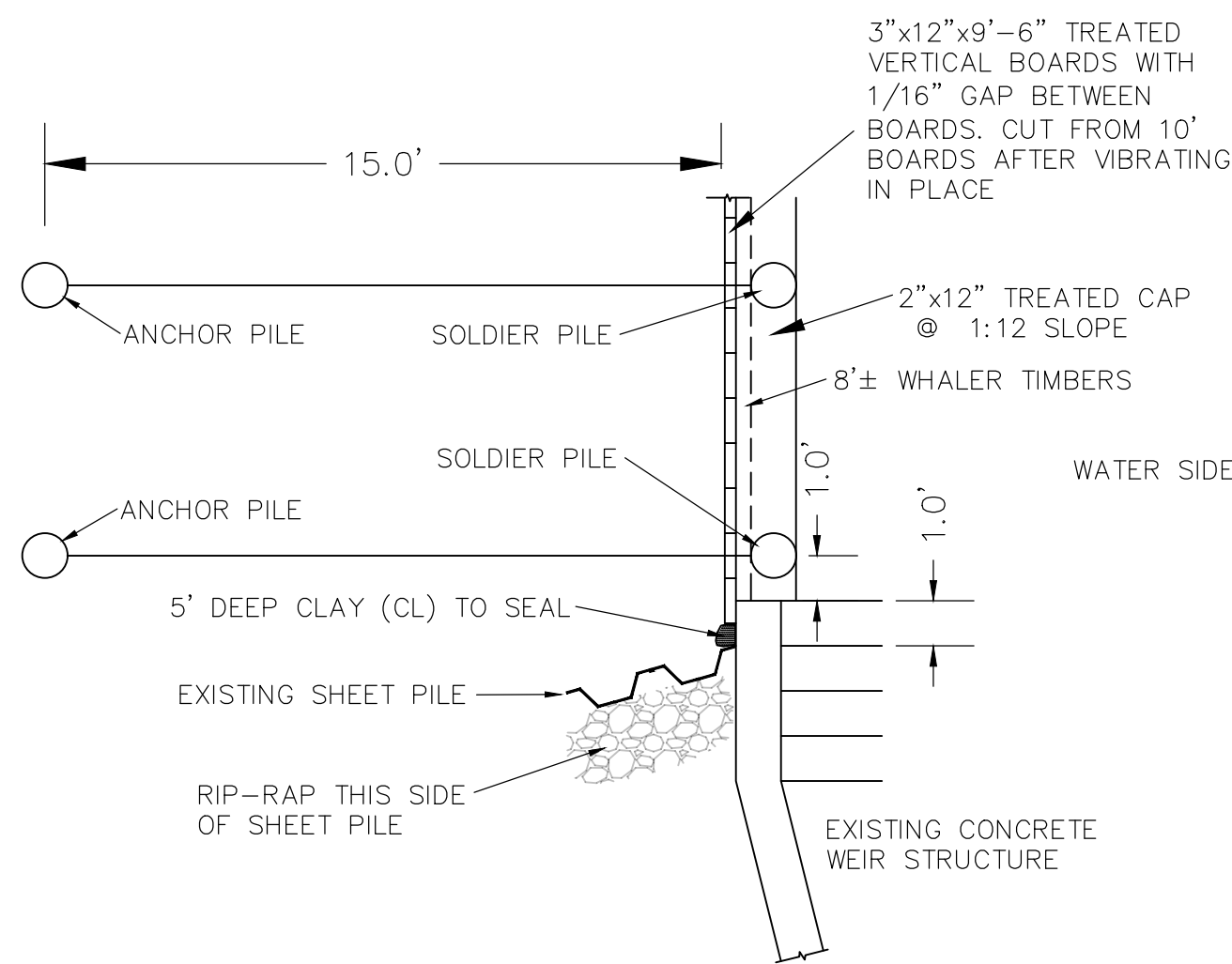


**TYPICAL WALL SECTION - EAST SIDE**  
SCALE: 1/4" = 1'-0"

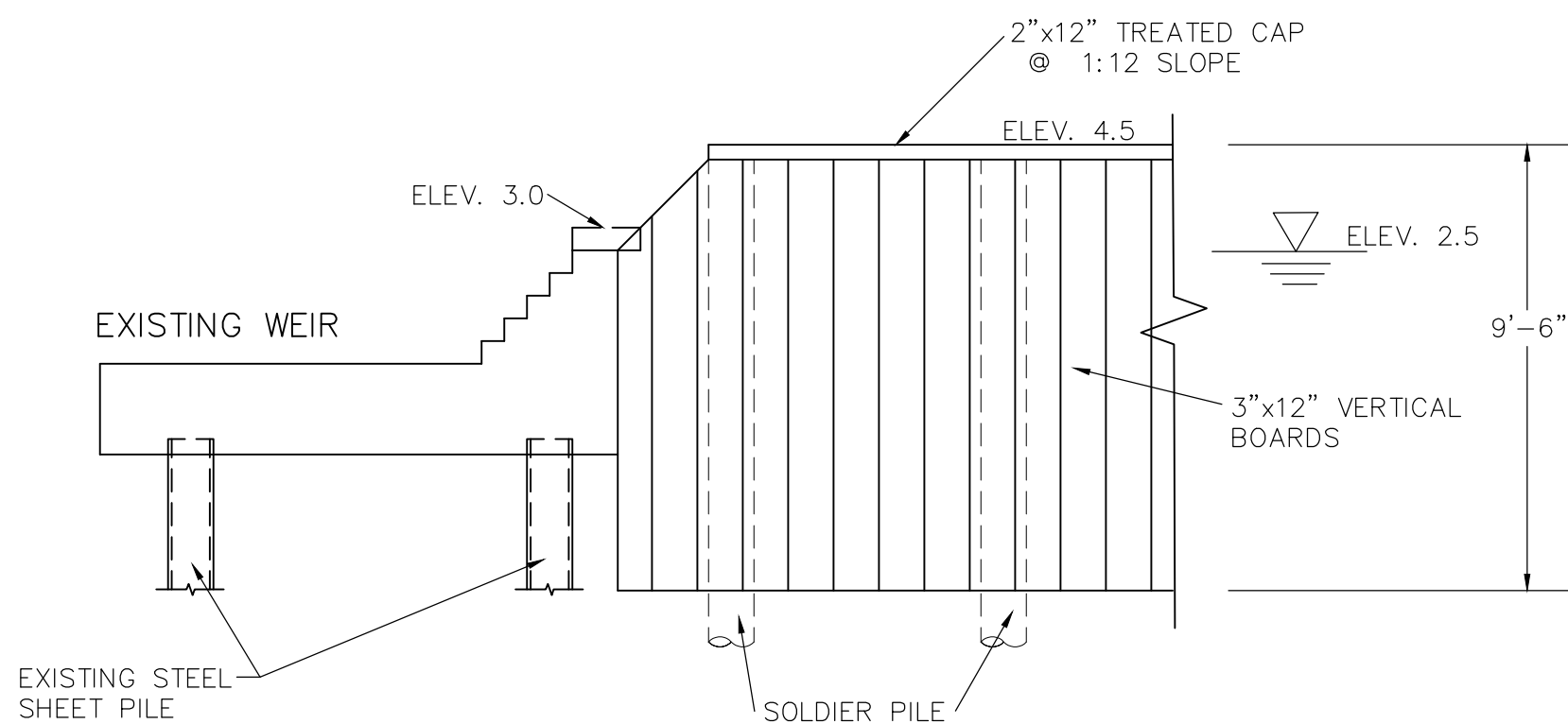
NOTE: WEST SIDE SIMILAR EXCEPT  
ONE ANCHOR PILE TO ONE  
SOLDIER PILE.



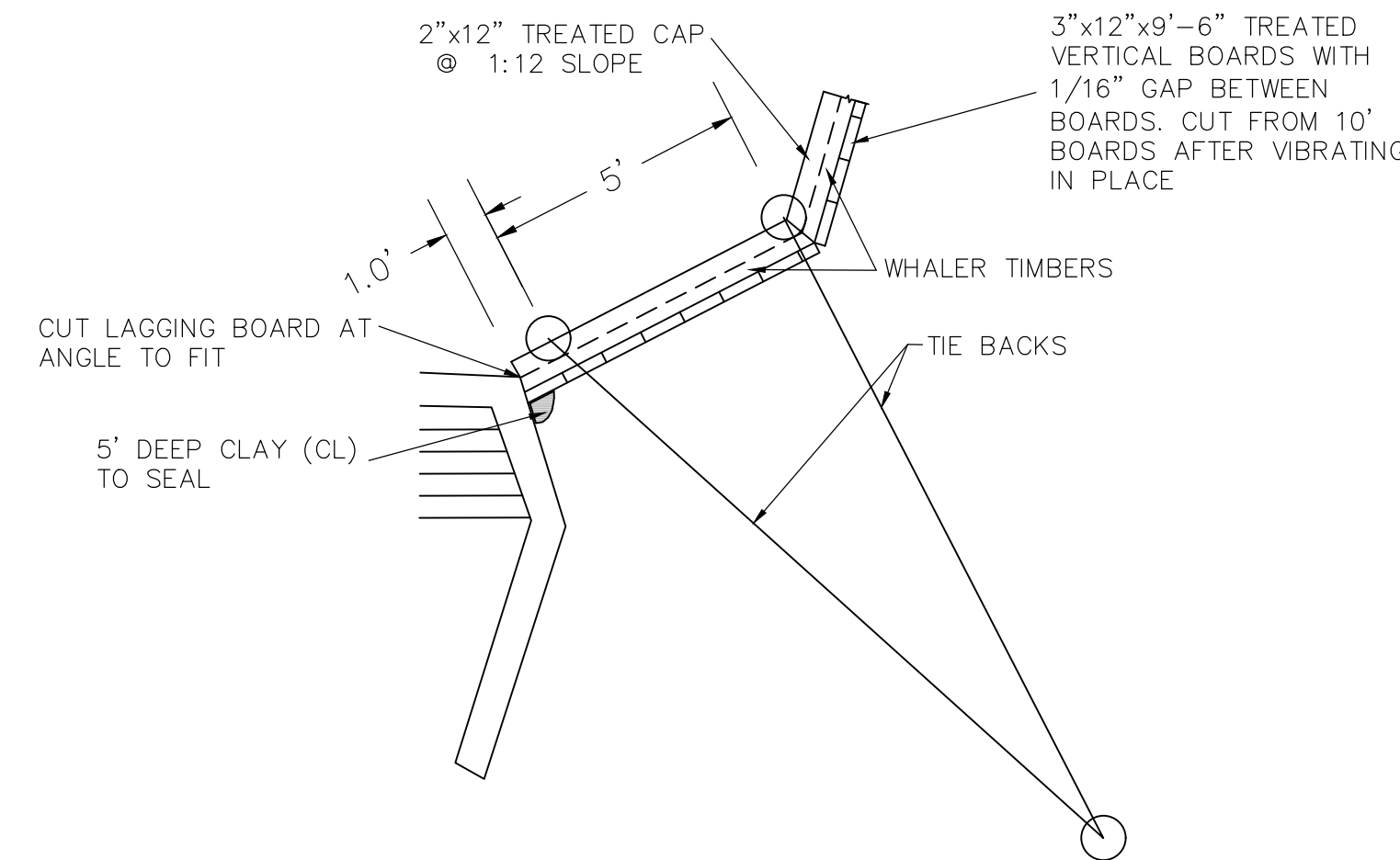
**CONNECTION TO PILES AND WHALERS**  
SCALE: 1/2" = 1'-0"



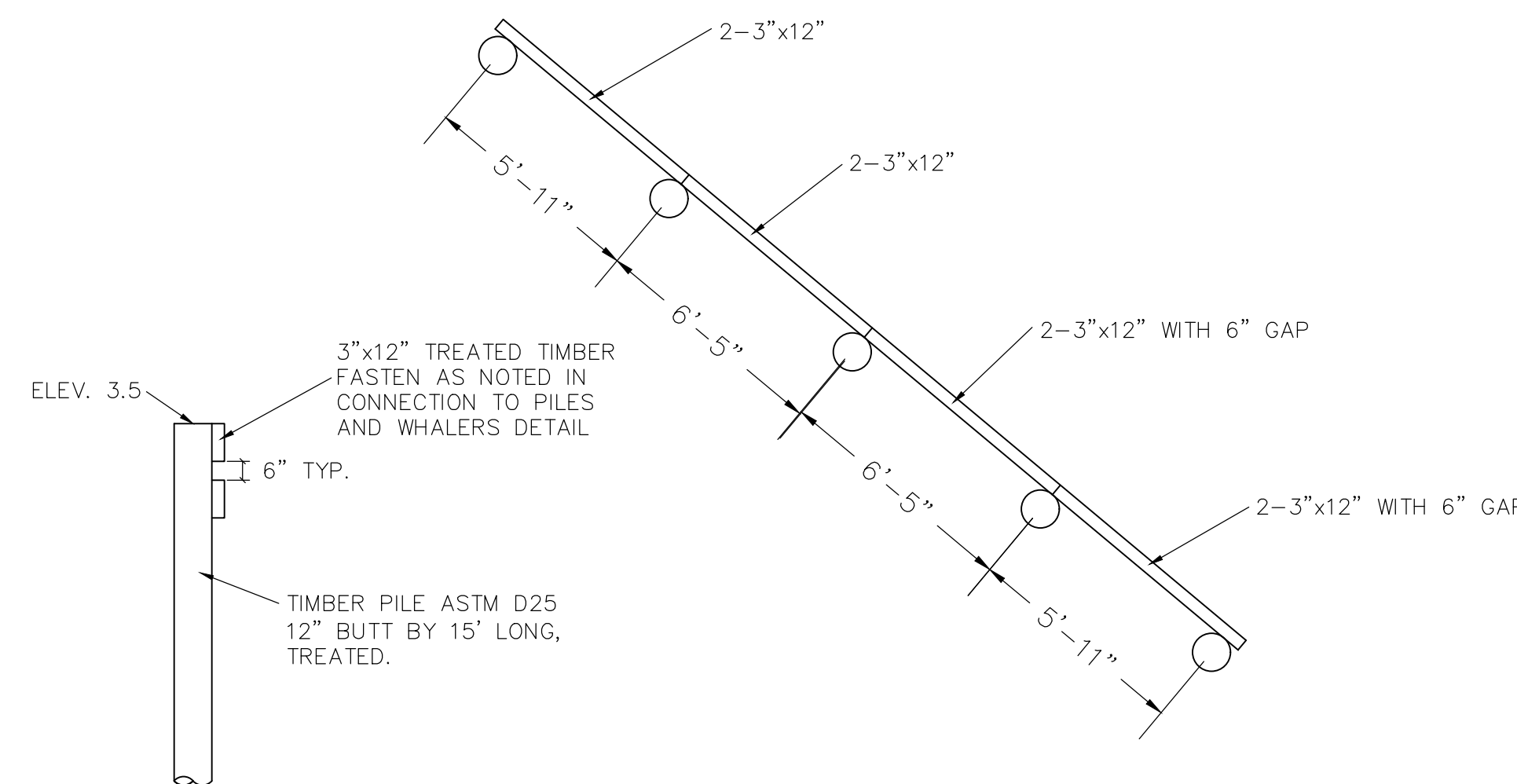
**DETAIL AT WEST END OF CONCRETE WEIR STRUCTURE**  
SCALE: 1/4" = 1'-0"



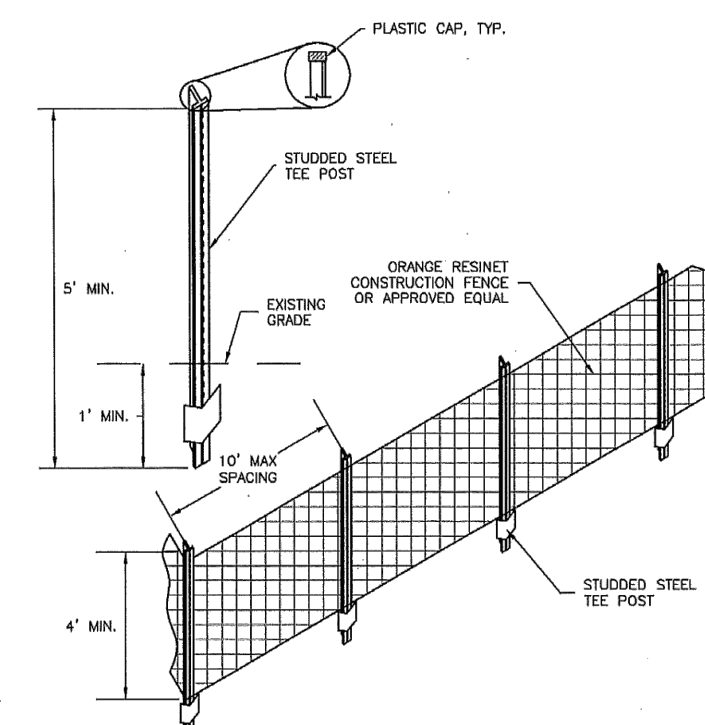
**SECTION VIEW AT EAST END OF EXISTING CONTROL STRUCTURE**  
SCALE: 1/4" = 1'-0"



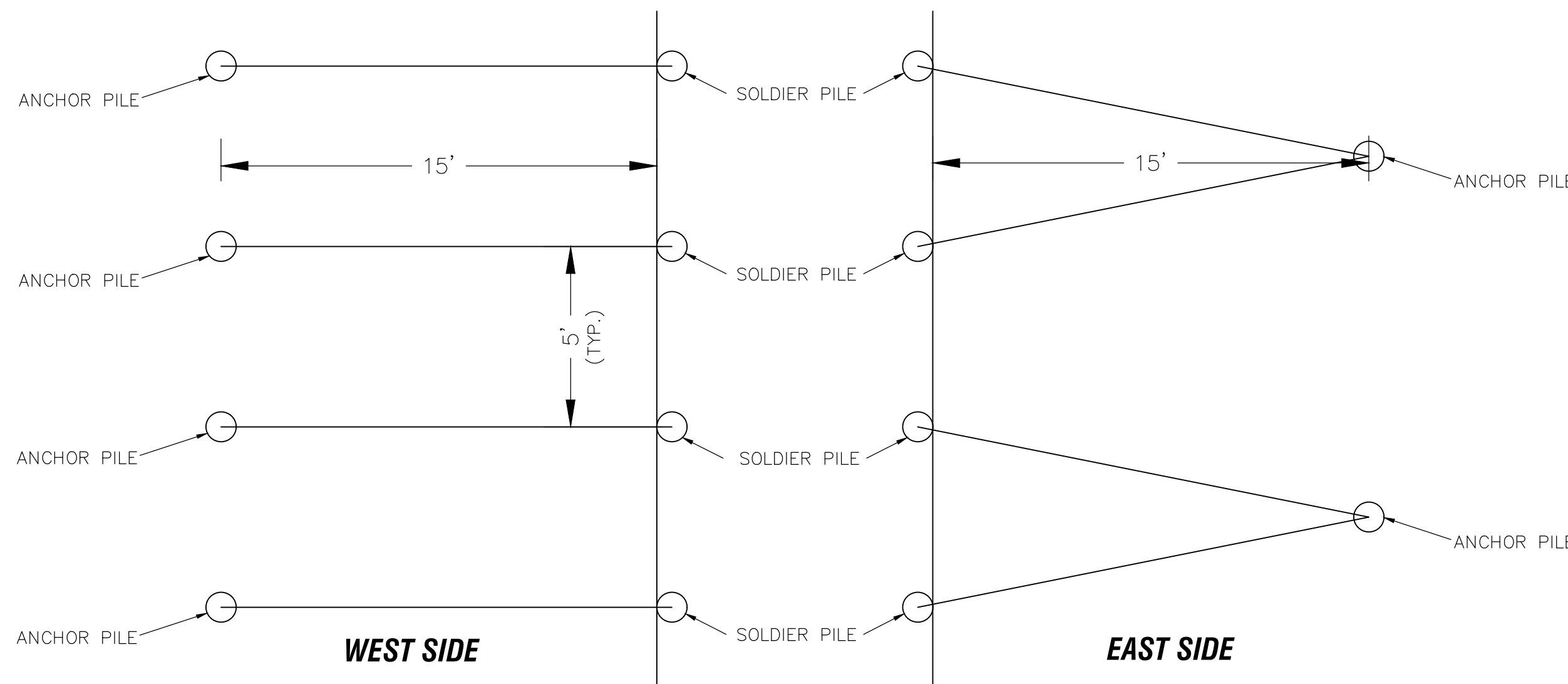
**PLAN VIEW AT EAST END OF CONCRETE WEIR STRUCTURE**  
SCALE: 1/4" = 1'-0"



**DETAIL OF DIVERTER WALL**  
SCALE: 1/4" = 1'-0"



**CF-1, PLASTIC MESH CONSTRUCTION FENCE**  
CONSTRUCTION FENCE INSTALLATION NOTES  
1. SEE PLAN VIEW FOR LOCATION OF CONSTRUCTION FENCE.  
2. CONSTRUCTION FENCE SHOWN SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.  
3. CONSTRUCTION FENCE SHALL BE COMPOSED OF ORANGE, CONTRASTOR-GRADE MATERIAL THAT IS AT LEAST 4' HIGH; METAL POSTS SHOULD HAVE A PLASTIC CAP FOR SAFETY.  
4. STUCCOED STEEL TEE POSTS SHALL BE UTILIZED TO SUPPORT THE CONSTRUCTION FENCE. MAXIMUM SPACING FOR STEEL TEE POSTS SHALL BE 10'.  
5. CONSTRUCTION FENCE SHALL BE SECURELY FASTENED TO THE TOP, MIDDLE, AND BOTTOM OF EACH POST.



**PILE AND TIE-BACK LAYOUT DETAIL**  
SCALE: 1/4" = 1'-0"