

PROJECT MANUAL

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS



CALLING PANTHER DAM REPAIR CRYSTAL SPRINGS, MS

September 24, 2014



DUNGAN
ENGINEERING

1574 HIGHWAY 98 EAST
COLUMBIA, MS 39429

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Mississippi
Department of Wildlife, Fisheries, and Parks
Sam Polles, Ph. D.
Executive Director
1505 Eastover Drive, Jackson, Mississippi 39211-6322

Purchasing Office □ Telephone: (601) 432-2149 □ FAX: (601) 432-2162

LEGAL NOTICE

INVITATION TO BID

The Mississippi Department of Wildlife, Fisheries and Parks will accept sealed bids until 2:00 p.m. on Tuesday, October 28, 2014 at the Accounts Payable Office, 1505 Eastover Drive, 1st floor, Jackson, MS 39211, to be opened immediately thereafter for the following:

Calling Panther Dam Repair #1464-15-R-IFBD-00009
Copiah County, Mississippi

Dungan Engineering (1574 Hwy. 98 East, Columbia, MS 39429; 601-731-2600) will issue plans and bid specifications at a non-refundable cost of \$100.00.

Publication Dates:
September 29, 2014
October 6, 2014

Mississippi Department of Wildlife, Fisheries, and Parks
Sam Polles, Ph.D.
Executive Director
1505 Eastover Drive, Jackson, Mississippi 39211-6322

Purchasing Office □ Telephone: (601) 432-2149 □ FAX: (601) 432-2162

September 24, 2014

INVITATION TO BID

The Department of Wildlife, Fisheries and Parks will accept sealed bids until 2:00 p.m. on Tuesday, October 28, 2014 to be opened immediately thereafter for the following:

CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MISSISSIPPI

Terms and Conditions attached.
Instructions to Bidders attached.
Specifications attached.
Bid Proposal Form attached.

It shall be incumbent upon the bidders to understand the specifications. Any requests for clarification shall be in writing and shall be submitted to DUNGAN ENGINEERING, P.A. at least five (5) days prior to the time and date set for the bid opening. (601) 736-6501 Fax.

The Department of Wildlife, Fisheries, and Parks reserves the right to waive irregularities and to reject any and/or all bids.

Bid should be submitted in **duplicate** in a sealed opaque envelope addressed as follows-

Mississippi Department of Wildlife, Fisheries, and Parks
Attention: Brian Ferguson, Purchasing Director
1505 Eastover Drive
Jackson, MS 39211-6374

Indicate in lower left-hand corner of envelope:

BID FOR: **CALLING PANTHER DAM REPAIR**
CRYSTAL SPRINGS, MS

BID DUE: 2:00 p.m. on Tuesday, October 28, 2014
Cert. of Responsibility: _____

Bids not properly marked and not received by 2:00 p.m. on Tuesday, October 28, 2014 shall be rejected.

INSTRUCTIONS TO BIDDERS

1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

DATE: October 28, 2014

TIME: 2:00 pm

PLACE: Mississippi Department of Wildlife, Fisheries, and Parks, Accounts Payable Office, 1505 Eastover Drive, Jackson, MS 39211

The Department of Wildlife, Fisheries and Parks, herein called "Owner" reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

All bids must be submitted electronically. Please call or email Candice Webster at (601)432-2152 or candicel@mdwfp.state.ms.us for detailed instructions.

Proposals must also be submitted on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

**Mississippi Department of Wildlife, Fisheries and Parks
Attn: Brian Ferguson, Purchasing Director
1505 Eastover Drive
Jackson, Mississippi 39211-6374**

The outside of the envelope containing the Proposal shall bear the inscription:

Sealed Bid for:

CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MS

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, & PARKS

Bid Due: 2:00 p.m. on Tuesday, October 28, 2014

BY: _____

Certificate of Responsibility No. _____

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. **CERTIFICATE OF RESPONSIBILITY**

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least thirty (30) days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

5. **PLANHOLDERS**

Each prospective bidder must purchase a set of plans and specifications to be listed as a planholder. If plans and specifications are not purchased from ENGINEER/ARCHITECT, OWNER has the right to reject the proposal.

6. **OMISSIONS AND DISCREPANCIES**

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer/Architect in order to permit checking and any necessary revisions or modifications.

7. **ADDENDA**

Prior to the date set for opening of Bids, the right is reserved, as the interests of the OWNER, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return mail. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bid may be postponed to enable Bidders to revise their Bids. In such case the Addendum or Addenda will include an announcement of the new date for opening Bids.

8. **INTERPRETATIONS**

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer/Architect prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum.

The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

9. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the order of the OWNER in an amount equal to five percent (5%) of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed. The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. If the lowest qualified Bidder fails to execute the Contract, this Bid Security shall be forfeited to the Owner as liquidated damages and the Contract shall be awarded to the next lowest Bidder.

10. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining any permits required by state and local government.

Special attention is directed to the rules and regulations published by the Mississippi State Commission outlining certain taxes imposed on Contractors by the State of Mississippi.

11. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected. The Owner reserves the right to reject any or all bids.

12. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. In so far as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

13. **SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within ten (10) calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest qualified Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Owner for a refund.

The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

14. **SUBCONTRACTORS**

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

15. **METHOD OF AWARD - LOWEST RESPONSIVE BIDDER**

The Owner will award the Contract to the lowest responsive, responsible Bidder unless all Bids are rejected. The award will be based on the evaluation of total bid or alternate bids, whichever is to the advantage of the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that the work can be performed according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

16. **OBLIGATION OF BIDDER**

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

17. **EXECUTION OF CONTRACT**

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution must bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

18. **INTERCHANGEABLE TERMS**

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement" are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans," are interchangeable and have the same meaning.

19. **QUALIFICATIONS OF BIDDER/OWNER'S RIGHTS**

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

20. **WITHDRAWAL OF BID**

Any bid may be withdrawn prior to the scheduled time for opening of bids. However, bids may not be withdrawn until forty-five (45) days after bid opening.

21. **BID PROTEST OR BID ERROR**

Protest: Any protest must be delivered in writing to the Owner within twenty-four (24) hours after bid opening.

Errors: Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.

BID PROPOSAL

**CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MISSISSIPPI**

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS

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BIDDERS PROPOSAL

**CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MISSISSIPPI
MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**

DATE _____, 20____

PROPOSAL OF

(Name of Bidder)

(Address of Bidder)

for _____, for the **Mississippi Department of Wildlife, Fisheries, and Parks.**

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: Mississippi Department of Wildlife, Fisheries, and Parks
Attention: Brian Ferguson, Purchasing Director
1505 Eastover Drive
Jackson, Mississippi 39211-6374**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

Have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, and any and all Addenda thereof, as well as the premises affecting the work, the undersigned proposes to furnish all labor, material, equipment, tools, and services required to complete the entire work in accordance with the Contract Documents for the amount indicated:

Base Bid:

Dollars (\$ _____)

Alternate No. 1 (Dam Repair 28+00 – 30+00 Upstream):

_____ Dollars (\$ _____)

Alternate No. 2 (Dam Repair 28+40 – 29+50 Downstream):

_____ Dollars (\$ _____)

Alternate No. 3 (Dam Repair 28+40 – 29+50 Downstream):

_____ Dollars (\$ _____)

I (We) further propose to execute the Contract Agreement as bound herein within then (10) working days after receipt of Contract Forms from the Owner and to complete the work within **90** calendar days.

I (We) agree to pay as liquidated damages the sum \$ **250.00** for each consecutive calendar day beyond the Substantial Completion date and specified Contract Time.

I (We) agree to pay in addition to the amounts provided for liquidated damages, the actual costs, expenses, and other losses reasonably incurred by Owner in the event of such default.

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

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____ Dollars (\$ _____)

(Bid Amount)

and hereby agree that in case of my(our) failure to execute the Contract and furnish the Bonds within ten (10) calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

Respectfully Submitted,

(Contactor)

By: _____

Address: _____

BIDDER'S CORPORATE DECLARATION

(To Be Filled In If Bidder Is A Corporation)

Date: _____, 20____.

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Name:

Address:

NON-COLLUSION AFFIDAVIT

**CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MISSISSIPPI
MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**
(This affidavit must be executed for the Bid to be considered)

STATE OF MISSISSIPPI

COUNTY OF _____

_____ being first duly sworn, deposes and says that he is
(Person)

_____ of _____ the
(Sole owner, a partner, president, secretary, etc.) (Name of Firm)

party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive; that said Bidder is not financially interested in, otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement of collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that, such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Notary Public in and for
_____ County, Mississippi

My Commission Expires
_____ 20 ____.

(SEAL)

BID BOND

**CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MISSISSIPPI
MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and _____ as Surety

are hereby held and firmly bound unto the MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS, as OWNER, in penal sum of five percent of amount bid for the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to OWNER, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for _____,

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS.

NOW THEREFORE,

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

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

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

Principal

SEAL

By: _____

Surety

SEAL

By: _____

PROPOSED SUBCONTRACTORS
CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MISSISSIPPI
MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors proposed to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME

ADDRESS

CONTRACT FORMS

**CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MISSISSIPPI
MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**

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Contract

Partnership Certificate

General Instructions for Bonds

Performance Bond

Payment Bond

Certificate of Insurance

Notice of Award

Notice to Proceed

CONTRACT

**CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MISSISSIPPI
MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**

This Contract, made this the _____ day of _____, 20____, by and between the **MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**, hereinafter called "Owner" and _____, doing business as a _____ located in _____, hereinafter called the "Contractor".

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

- a. THE Contractor will commence and complete the Calling Panther Dam Repair, Copiah County, MS in accordance with the Contract Documents and Contract Drawings.
- b. The Contractor will complete the work required by the CONTRACT DOCUMENTS within **90** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The contractor agrees to pay, as liquidated damages, the sum of **\$250.00** for each consecutive calendar day that he shall be in default in attaining Completion of the Work within the time stipulated.

Special Damages - In addition to the amounts provided for liquidated damages, expenses and other losses, Contractor, in the event of such default, shall pay to the OWNER the actual costs, expenses and other losses reasonably incurred by OWNER.

- c. The term ACONTRACT DOCUMENTS@ means an includes Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
- d. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, under the direct observation of and to the complete satisfaction of the OWNER, or his authorized representatives, and in accordance with the Laws of the State of Mississippi, for the contract amount of

_____ Dollars
(\$_____).

- e. The which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner will make progress payments on account of the contract sum to the Contractor as provided in the Contract Documents. Final payment constituting the entire balance of the contract sum will be paid by the Owner to the Contractor when the work has been completed, the contract fully performed and a final Certificate for Payment has been issued by the Owner.
- f. E-Payment and E-Invoicing: The state requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. 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. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. Call the following phone number for information regarding e-invoicing: 1-877-443-6944.
- g. E-Verify: Contractor/Seller represents and warrants that it will ensure its compliance with the Miss. Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the U.S. Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller 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/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
- h. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the

purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.

- i. The Contractor shall protect, indemnify and save harmless the OWNER from and against any and all damage, loss, claims, judgments, or expenses, subcontractors' claims, including but not limited to reasonable attorney's fees, which the OWNER may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
- j. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.
- k. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of (\$ _____),
- l. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of (\$ _____),
- m. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

OWNER
**Mississippi Department of Wildlife,
Fisheries, and Parks**

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

PARTNERSHIP CERTIFICATE

STATE OF

COUNTY OF

On this _____ day of _____, 20 _____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the
County of

State of

Notarial Seal

My Commission Expires:

CORPORATE CERTIFICATE

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

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The full name and address of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire, and adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety company.
3. If the principals are partners, their individual names will appear in the body of the Bond with recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporation seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department=s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
9. Mississippi Code 31-5-51. (5) Performance and payments bonds. “Whenever a contract is less than Twenty-five Thousand Dollars (\$25,000.00) the owners may elect to make a lump sum payment at the completion of the job. Lump sum payments will not be made until completion and acceptance by the governing agency. In such a case a performance bond or payment will not be required.”

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____(Name of

Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto
Mississippi Department of Wildlife, Fisheries, and Parks

_____(Name of Owner)

1505 Eastover Drive, Jackson, Mississippi 39211-6322

_____(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____, (\$ _____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

Calling Panther Dam Repair, Copiah County, MS

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

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 2767-301 and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary
(SEAL)

By: _____(s)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

By

Witness as to Surety

(Address)

NOTE: Date of BOND must not be prior to the date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
and

(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Mississippi Department of Wildlife, Fisheries, and Parks

(Name of Owner)

1505 Eastover Drive, Jackson, Mississippi 39211-6322

(Address of Owner)

hereinafter called OWNER, in the penal sum of

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____, 20 _____, a copy of which
is hereto attached and made a part hereof for the construction of:

Calling Panther Dam Repair, Copiah County, MS

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

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall
abridge the right of any beneficiary hereunder, whose claim shall be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20 _____.

ATTEST:

Principal

(Principal) Secretary

By _____(s)

(SEAL)

(Address)

Witness to Principal

(Address)

ATTEST:

By

Surety

Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

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

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

CERTIFICATE OF INSURANCE

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

INSURED: (Contractor's Name & Address)				COMPANIES PROVIDING COVERAGE w/ MID License No.		
				A	#	
				B	#	
				C	#	
				D	#	
				E	#	
				F	#	
PROJECT: (Number, Name & Location)				G	#	
				Companies above must be approved by the MS Ins Dept at http://www.mid.ms.gov/licapp/search_main.aspx per Code.		
OWNER: Ms Dept of Wildlife, Fisheries and Parks 1505 Eastover Drive Jackson, MS 39211-6374						
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate	\$ 1,000,000	
				Products Comp/Ops (Aggregate)	\$ 1,000,000	
				Personal Injury (Per Occurrence)	\$ 500,000	
				BI & PD (Per Occurrence)	\$ 500,000	
				Fire Damage (Per Fire)	\$ 50,000	
				Medical Expense (Per Person)	\$ 5,000	
Owners/Contractors Protective Liability				General Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 500,000	
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)	\$ 500,000	
				OR	Bodily Injury (Per Person)	\$ 250,000
					Bodily Injury (Per Accident)	\$ 500,000
				Property Damage (Per Occurrence)	\$ 100,000	
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 1,000,000	
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	\$ 100,000	
				Disease-Policy Limit	\$ 500,000	
				Disease-Per Employee	\$ 100,000	
Property Insurance (not required when project is demolition ONLY - required for ALL other projects including paving)				OR	Builders' Risk Installation Floater	Must be equal to Value of Work
Other						
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.						
Producing Agent: (Name, Address and Telephone)				(Signature) (Date)		
				(Name and Title of Authorized Representative) (typed)		
				Agent must be approved by the MS Ins Dept http://www.mid.ms.gov/licapp/search_main.aspx		

Check if Mississippi Licensed Agent
OR Countersign by Mississippi Licensed Agent MID Lic # _____

NOTICE OF AWARD

To:

Date:

**RE: CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MISSISSIPPI
MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**

Gentlemen:

The Mississippi Department of Wildlife, Fisheries, and Parks has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor=s Performance Bond, Payment Bond and certificates to insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Mississippi Dept. of Wildlife, Fisheries & Parks (MDWFP), Office of Facility and Grounds Development 1505 Eastover Drive Jackson, MS 39211-6374.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to MDWFP, Office of Facility and Grounds Development, an estimated progress schedule of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to MDWFP, Office of Facility and Grounds Development. One complete executed copy of the contract will be returned for your use.

Very truly yours,

Sam Polles, Ph.D.
Executive Director
MDWFP

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this the _____ day of _____, 20 ____.

By: _____ Title:

NOTICE TO PROCEED

Date:

To:

Attention:

Re: **CALLING PANTHER DAM REPAIR
COPIAH COUNTY, MISSISSIPPI
MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to attain Completion of the Work prior to _____. Liquidated damages in the amount of _____ per calendar day for each day the Work has not achieved Completion after _____, will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract.

The engineering firm of _____ will act as the Engineer on behalf of the OWNER for the work to be performed under the contract. _____ of _____, will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED to the Engineer and the undersigned indicating your receipt of this document in the space provided below.

Sincerely yours,

Mississippi Department of Wildlife, Fisheries, and Parks

Robert Hoyt
Director, Facility and Grounds Development
MDWFP

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this the ____ day of _____, 20_____.

By _____ Title _____

GENERAL CONDITIONS

ARTICLES

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2.	Preliminary Matters	700-5
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ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Defined Terms:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change, the Bidding Documents or the Contract Documents.
2. Agreement: The written agreement between **OWNER and CONTRACTOR** covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
3. Application for Payment: The form accepted by **ENGINEER** which is to be used by **CONTRACTOR** in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
4. Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. Bidder: Any person, firm or corporation submitting a Bid for the Work.
6. Bidding Documents: Notice to bidders or advertisement, if any; instructions to bidders; other bidding information and requirements; bidding forms and attachments; contract and bond forms, and the proposed Contract Documents, including any addenda issued prior to receipt of bids.
7. Bonds: Bid, performance, and labor and material payment bonds and other instruments of security.
8. Change Order: A written order to the **CONTRACTOR** signed by the **OWNER** authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement that shall be approved in advance and set forth in the public minutes of the Owner.
9. Contract Documents: The Advertisement for Bids, Notice of Award, Notice to Proceed, the Agreement, Addenda, Contractor's Bid (including documentation attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplementary Conditions, the Special Conditions, the instructions to Bidders, the Technical Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all Modifications issued after execution of the Agreement.
10. Contract Price: The moneys payable by **OWNER** to **CONTRACTOR** under the Contract Documents as stated in the Agreement.
11. Contract Time: The number of days (computed as provided in Paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

12. **CONTRACTOR:** The person, firm or corporation with whom **OWNER** has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term "**CONTRACTOR**" shall mean the appropriate prime **CONTRACTOR**. Whenever a specific prime **CONTRACTOR** is referred to, terms such as "General **CONTRACTOR**", "Electrical **CONTRACTOR**", etc. will be used.
13. **Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.
14. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has the protection there of has been assumed by **OWNER** at Substantial Completion in accordance with Paragraph 14.5).
15. **Drawings:** The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.
16. **Effective date of the Agreement:** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. **ENGINEER:** The person, firm or corporation named as such in the Agreement.
18. **Field Order:** A written order issued by **ENGINEER** which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.
19. **General Requirements:** Sections of the Technical Specifications.
20. **Modifications:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.
21. **Notice of Award:** The written notice by **OWNER** to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, **OWNER** will sign and deliver the Agreement.
22. **Notice to Proceed:** A written notice given by **OWNER** to **CONTRACTOR** fixing the date on which the Contract Time will commence to run and on which **CONTRACTOR** shall start to perform his obligations under the Contract Documents.

23. **OWNER:** The public body or authority, corporation, association, partnership, or individual with whom **CONTRACTOR** has entered into the Agreement and for whom the Work is to be provided.
24. **Project:** The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
25. **Project manual:** The bond documentary information prepared for bidding and constructing the Project. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables of contents.
26. **Resident Project Representative:** The authorized representative of **ENGINEER** whom is assigned to the site or any part thereof.
27. **Samples:** Physical examples furnished by the **CONTRACTOR** to illustrate materials, equipment or ownership, and to establish standards by which some portions of the Work will be judged.
28. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for **CONTRACTOR** to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by **CONTRACTOR** to illustrate material or equipment for some portion of the Work.
29. **Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
30. **Subcontractor:** An individual, firm or corporation having a direct contract with **CONTRACTOR** or with any other Subcontractor for the performance of a part of the Work at the site.
31. **Substantial Completion:** The Work for a specified part thereof has progressed to the point where, in the opinion of **ENGINEER** as evidenced by **ENGINEER'S** definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work for a specified part can be utilized for the purposes for which it was intended: or if there be no such certificate issued, when final payment is due in accordance with Paragraph 14.11.A. The terms "substantially complete" and "substantially completed" as applied to any Work refer to substantial completion thereof.
32. **Supplementary Conditions:** Modifications and additions to the General Conditions.
33. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

34. Order of Precedence: The plans, standard specifications, general conditions, supplemental conditions, technical specifications and all supplemental plans and documents are essential parts of the contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of discrepancy, computed dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over standard specifications. Supplemental conditions shall govern over general conditions.
35. The Contractor shall not take advantage of any apparent error or omission in the plans. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the plans.

ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Delivery of Bonds and Insurance Certificates: When **CONTRACTOR** executes agreement with **OWNER**, **CONTRACTOR** shall deliver to **OWNER** such Bonds as **CONTRACTOR** may be required to furnish in accordance with Article 5.
- 2.2 Copies of Documents: **OWNER** shall furnish to **CONTRACTOR** up to two copies (unless otherwise provided in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- 2.3 Commencement of Contract Times Notice to Proceed: The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.
- 2.4 Starting the Project: **CONTRACTOR** shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.
- 2.5 Before Starting Construction:
 - A. **CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions.

- B. Before undertaking each part of the Work, **CONTRACTOR** shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. **CONTRACTOR** shall promptly report in writing to **ENGINEER** any Conflict, error or discrepancy which he may discover and shall obtain a written interpretation or clarification from **ENGINEER** before proceeding with any Work affected thereby however, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for the failure to report any conflict, error or discrepancy in the Contract Documents, unless **CONTRACTOR** had actual knowledge thereof or should reasonably have known thereof.
 - C. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the general Requirements):
 - 1. **CONTRACTOR** shall submit to **ENGINEER** for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.
 - 2. **CONTRACTOR** shall submit to **ENGINEER** for review and acceptance, an estimated work payment schedule in dollars versus contract time. The payment schedule shall be submitted together with the progress schedule and schedule of Shop Drawings within ten (10) days after the Effective date of the Agreement.
- 2.6 Preconstruction Conference: Within thirty (30) days after the Effective Date of the Agreement, but before **CONTRACTOR** starts the Work at the site, a conference will be held for review and acceptance of the schedules, referred to in Paragraph 2.5.B, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

ARTICLE 3 B CONTRACT DOCUMENTS: INTENT AND REUSE

3.1 Intent:

- A. The Contract Documents comprise the entire Agreement between **OWNER and CONTRACTOR** concerning the Work. They may be altered only by a written modification through a change order duly signed in advance of contract work necessitated by such modification and set forth in the public minutes of **OWNER**.
- B. The Contract Documents are complementary meaning that what is called for by one is as binding as if called for by all. If during the performance of the Work, **CONTRACTOR** finds a conflict, error or discrepancy in the Contract Documents, he shall report it to **ENGINEER** in writing at once and before proceeding with the Work affected thereby however, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for failure to report any conflict, error or

discrepancy in the Specifications or Drawings unless **CONTRACTOR** had actual knowledge thereof or should reasonably have known thereof.

- C. It is the intent of the Specifications and Drawings to describe a complete Project or part thereof to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for at no additional cost to **OWNER**.
- D. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement will vary with the source of the material or equipment. In such cases, **CONTRACTOR** shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute or for equals item of material or equipment.
- E. When words in the Specifications or on the Drawings, which have a well known technical or trade meaning, are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of **OWNER**, **CONTRACTOR** or **ENGINEER**, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by **ENGINEER** as provided for in Paragraph 9.3.
- F. The Contract Documents will be governed by the law of the place of the Project.

- 3.2 Re-use of Documents: Neither **CONTRACTOR** nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents for copies of any thereof prepared by or bearing the seal of **ENGINEER** and they shall not reuse any of them on extensions of the Project or any other project by **ENGINEER**.

ARTICLE 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, AND REFERENCE POINTS

- 4.1 Availability of Lands: **OWNER** shall furnish, as indicated in the Contract Documents the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of **CONTRACTOR**. If **CONTRACTOR** believes that any delay in **OWNER'S** furnishing these lands or easements entitles

CONTRACTOR to an extension of the Contract Time, **CONTRACTOR** may make a claim therefor as provided in Article 12. **CONTRACTOR** shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

- 4.2 Physical Conditions- Investigations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by **ENGINEER** in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the contract Documents.
- 4.3 Unforeseen Physical Conditions: **CONTRACTOR** shall promptly notify **OWNER** and **ENGINEER** in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. **ENGINEER** will promptly review those conditions and advise **OWNER** in writing if further investigations or tests are necessary. Promptly thereafter, **ENGINEER** shall obtain at **OWNER**'s approved expense the necessary additional investigations and tests and furnish copies to **OWNER** and **CONTRACTOR**. If **ENGINEER** finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by **CONTRACTOR**, a Change Order shall be issued incorporating the necessary revisions.
- 4.4 Reference Points: **OWNER** shall provide engineering surveys for construction to establish reference points which in **OWNER'S** judgment are necessary to enable **CONTRACTOR** to proceed with the work. **CONTRACTOR** shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of **OWNER**. **CONTRACTOR** shall report to **ENGINEER** whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

- 5.1 Performance, Payment and Other Bonds:
- A. **CONTRACTOR** shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all **CONTRACTOR'S** obligations under the Contract Documents. These Bonds shall remain in effect at least one year after the date of final payment, except as otherwise provided by law. **CONTRACTOR** shall also furnish such other Bonds as are required by the Supplementary

Conditions. All Bonds shall be in the form prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:

1. Are licensed to conduct business in the state where the Project is located, and
 2. Are named in the current list of Companies Holding Certificates of Authority as "Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- B. If the surety of any Bond furnished by **CONTRACTOR** declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1.A, **CONTRACTOR** shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to **OWNER**.

5.2 Contractor's Liability Insurance:

- A. **CONTRACTOR** shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from **CONTRACTOR'S** performance of the Work and **CONTRACTOR'S** other obligations under the Contract Documents, whether such performance of the Work is by **CONTRACTOR**, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts:
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of **CONTRACTOR'S** employees:
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than **CONTRACTOR'S** employees:
 4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by **CONTRACTOR**, or (b) by any other person for any other reason.
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefor.
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
 7. Claims for damages because of bodily injury or death of any person arising out of operation of law.
- B. The insurance required by Paragraph 5.2.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided in paragraph 5.4, or required by law, whichever is greater. All such insurance shall remain in effect until final payment and at all times thereafter when **CONTRACTOR** may be correcting, removing or replacing defective Work in

accordance with Paragraph 13.9. The comprehensive general liability insurance shall include completed operations insurance and shall include **OWNER and ENGINEER** and their agents and employees as additional insureds. **CONTRACTOR** shall maintain such completed operations insurance for at least two years after final payment and shall furnish **OWNER** with evidence of continuation of such insurance at final payment and one year thereafter.

- 5.3 Contractual Liability Insurance: The comprehensive general liability insurance required by Paragraph 5.2.A shall include contractual liability insurance applicable to **CONTRACTOR'S** obligations under Paragraph 6.15.
- 5.4 Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the Mississippi Department of Wildlife, Fisheries and Parks.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.

Certificates of insurance shall state that thirty (30) days written notice will be given to the **OWNER** before the policy is cancelled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance.

A. Worker's Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability in the following minimum amounts:

Accident (per Occurrence) \$100,000
Disease-Policy Limit \$500,000
Disease-Per Employee \$100,000

CONTRACTOR and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.

B. Comprehensive General Liability Insurance

CONTRACTOR'S and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other standard coverages contained in Comprehensive General Liability Insurance, shall be provided in the following minimum amounts:

General Aggregate \$1,000,000
Products Comp/Ops (Aggregate) \$1,000,000
Personal Injury (Per Occurrence) \$500,000
BI & PD (Per Occurrence) \$500,000
Fire Damage (Per Fire) \$50,000
Medical Expense (Per Person) \$5,000

OWNER shall be provided an endorsement naming the Mississippi Department of Wildlife, Fisheries and Parks as **OWNER** of the work contracted.

The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- (1) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- (2) The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- (3) Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. Contractor's Contingent or Protective Liability and (Property Damage)

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the following:

Protective Liability: General Aggregate \$1,000,000; Per Occurrence \$500,000
The coverage shall be acceptable to the owner.

D. Automobile Liability

The contractor shall maintain Automobile Liability Insurance in the amount not less than the following:

Bodily Injury/Property Damage Combined Single Limit (Per Occurrence) \$500,000 or:

Bodily Injury (Per Person) \$250,000
Bodily Injury (Per Accident) \$500,000
Property Damage (Per Occurrence) \$100,000

to protect him 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
3. Automobiles and trucks owned by Subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. Excess Liability: (Umbrella on projects over \$500,000)

The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Aggregate and Per Occurrence.

F. Builder's Risk Insurance Fire and Extended Coverage

Until the Project is completed and is accepted by the **OWNER**, the **CONTRACTOR** is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the Project for the benefit of the **OWNER**, the **CONTRACTOR** and Subcontractors as their interests may appear.

5.5 Property Insurance:

- A. Unless otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the **ENGINEER, CONTRACTOR,** and Subcontractors in the Work, shall insure against the perils of fire and extended coverage shall include risk insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals) and shall provide that all insurance proceeds are to be paid to **OWNER** "as Trustee". If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an Application for Payment.
- B. The policies of insurance required under this Paragraph 5.5 shall provide that neither the **OWNER** nor the **CONTRACTOR**, nor their insurers, shall have any right of subrogation against any of the other parties enumerated in Paragraph 5.6. It is the intention of the **OWNER** and **CONTRACTOR** that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described in Paragraphs 5.5.A and 5.5.B.

- 5.6 Waiver of Rights: **OWNER** and **CONTRACTOR** waive all rights against each other and the Subcontractors and their agents and employees and against **ENGINEER** and separate contractors (if any) and their subcontractors', agent and employees, for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 5.5, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by **OWNER** as trustee. **OWNER** or **CONTRACTOR**, as appropriate, shall require similar waivers in writing by Engineer and from each separate contractor and each Subcontractor, each such waiver will be in favor of all other parties enumerated in this Paragraph 5.6.

5.7 Receipt and Application of Proceeds:

- A. Any insured loss under the policies of insurance required by Paragraph 5.5 shall be adjusted **with OWNER** and made payable to **OWNER** as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.7.B. **OWNER** shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the

moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

- B. **OWNER** as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after each occurrence of loss to **OWNER'S** exercise of this power. If such objection be made, **OWNER as** trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, **OWNER as** trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.
- 5.8 Partial Utilization - Property Insurance: If a **OWNER** finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all of the Work, such use or occupancy may be accomplished in accordance with Paragraph 14.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.
- 5.9 Certificates of Insurance: Certificates shall be acceptable to **OWNER** and shall contain a provision that coverages afforded under the policies will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to **OWNER and ENGINEER** by certified mail.
- 5.10 Additional Bonds and Insurance: **OWNER** may require **CONTRACTOR** to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as **OWNER** may specify. If such other Bonds or such other insurance are specified in the Contract Documents, the premiums shall be paid by **CONTRACTOR**. If subsequent thereto, they shall be paid by **OWNER** except as otherwise provided in Paragraph 6.3.A and Paragraph 13.8.B.

ARTICLE 6 -CONTRACTOR'S RESPONSIBILITIES

- 6.1 Supervision and Superintendence:
- A. **CONTRACTOR** Will supervise and direct the Work competently and efficiently, devoting such attention thereto and applying: such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. **CONTRACTOR** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. **CONTRACTOR** shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- B. **CONTRACTOR** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to **OWNER** and **ENGINEER** except under extraordinary circumstances. The superintendent will be **CONTRACTOR'S** representative at the site and shall have authority to act on behalf of **CONTRACTOR**. All communications given to the superintendent shall be as binding as if given to **CONTRACTOR**.

6.2 Labor, Materials and Equipment:

- A. **CONTRACTOR** shall provide competent, suitably qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. **CONTRACTOR** shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and **CONTRACTOR** will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without **OWNER'S** written consent given after prior written notice to **ENGINEER**.
- B. **CONTRACTOR** shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. Except as otherwise specified in the General Requirements, **CONTRACTOR** shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, initial operation and completion of the Work.
- C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by **ENGINEER**, **CONTRACTOR** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
- D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents but no provision of any such instructions will be effective to impose on **ENGINEER** responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

- 6.3 Substitutions: Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by **ENGINEER** if sufficient information is submitted by **CONTRACTOR** to allow **ENGINEER** to

determine that the material or equipment proposed is equivalent to that named. The procedure for review by **ENGINEER** will be as set forth in Paragraphs 6.3.A and 6.3.B below and as supplemented in the General Requirements.

- A. Requests for review of substitute items of material and equipment will not be accepted by **ENGINEER** from anyone other than **CONTRACTOR**. If **CONTRACTOR** wishes to furnish or use a substitute item of material or equipment, **CONTRACTOR** shall make written application to **ENGINEER** for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice **CONTRACTOR'S** timely achievement of Substantial Completion, whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that **CONTRACTOR** agrees to pay all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change. **ENGINEER** may require **CONTRACTOR** to furnish at **CONTRACTOR'S** expense additional data about the proposed substitute. **ENGINEER** will be allowed a reasonable time within which to evaluate the proposed substitute. **ENGINEER** will be sole judge of acceptability and no substitute will be ordered or installed without **ENGINEER'S** prior written acceptance. **OWNER** may require **CONTRACTOR** to furnish at **CONTRACTOR'S** expense a special performance guarantee or other surety with respect to any substitute.

- B. **ENGINEER** will record time required by **ENGINEER** and **ENGINEER'S** consultants in evaluating substitutions proposed by **CONTRACTOR** and in making changes in the Drawings or Specifications occasioned thereby, whether or not **ENGINEER** accepts a proposed substitute, **CONTRACTOR** shall reimburse **OWNER** for the charges of **ENGINEER** and **ENGINEER'S** consultants for evaluating any proposed substitute that does not meet the requirements of the Drawings and Specifications.

6.4 Concerning Subcontractors:

- A. **CONTRACTOR** shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom **OWNER** or **ENGINEER** may have reasonable objection. A Subcontractor or other person or organization identified in writing to **OWNER** and **ENGINEER** by **CONTRACTOR** prior to the Notice of Award and not objected to in writing by

OWNER or **ENGINEER** prior to the Notice of Award will be deemed acceptable to **OWNER** and **ENGINEER**. If **OWNER** or **ENGINEER** after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by **CONTRACTOR** after the Notice of Award, **CONTRACTOR** shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. **CONTRACTOR** shall not be required to employ any Subcontractor, other person or organization against whom **CONTRACTOR** has reasonable objection. Acceptance of any Subcontractor, other person or organization by **OWNER** or **ENGINEER** shall not constitute a waiver of any right of **OWNER** or **ENGINEER** to reject defective work.

- B. **CONTRACTOR** shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that **CONTRACTOR** is responsible for the acts and omissions of persons directly employed by **CONTRACTOR**. Nothing in the Contract Documents shall create any contractual relationship between **OWNER** or **ENGINEER** and any Subcontractor or other person or organization having a direct contract with **CONTRACTOR**, nor shall it create any obligation on the part of **OWNER** or **ENGINEER** to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. **OWNER** or **ENGINEER** may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to **CONTRACTOR** on account of specific work done.
 - C. The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control **CONTRACTOR** in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
 - D. All Work performed for **CONTRACTOR** by a Subcontractor will be pursuant to an appropriate agreement between **CONTRACTOR** and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of **OWNER** and the **ENGINEER** and contains waiver provisions as required by Paragraph 5.6. **CONTRACTOR** shall pay each Subcontractor a just share of any insurance moneys received by **CONTRACTOR** on account of losses under policies issued pursuant to Paragraph 5.5.
- 6.5 Patent Fees and Royalties: **CONTRACTOR** shall pay all license fees and royalties and assume all costs, incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of **OWNER** or **ENGINEER** its use is subject to

patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by **OWNER** in the Contract Documents. **CONTRACTOR** shall indemnify and hold harmless **OWNER** and **ENGINEER** and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

- 6.6 Permits: Unless otherwise indicated in the Supplementary Conditions. **CONTRACTOR** shall obtain and pay for all construction permits and licenses. **OWNER** shall assist **CONTRACTOR**, when necessary in obtaining such permits and licenses. **CONTRACTOR** shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. **CONTRACTOR** shall also pay all charges of utility service companies for connections to the Work, and **OWNER** shall pay all charges of such companies for capital costs related thereto.
- 6.7 Laws and Regulations: **CONTRACTOR** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If **CONTRACTOR** observes that the Specifications or Drawings are at variance therewith, **CONTRACTOR** shall give **ENGINEER** prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If **CONTRACTOR** performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to **ENGINEER**, **CONTRACTOR** shall bear all costs arising therefrom; however, it shall not be **CONTRACTOR'S** primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.
- 6.8 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.
- 6.9 Use of Premises:
- A. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
 - B. During progress of the Work, **CONTRACTOR** shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall

restore to their original condition those portions of the site not designated for alternation by the Contract Documents.

- C. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 Record Documents:

- A. Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and Samples at the site in good order, and annotated to show all changes made during the construction process. These shall be available to **ENGINEER** for examination and shall be delivered to **ENGINEER** for Owner upon completion of the Work.
- B. **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of >record drawings=. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

6.11 Safety and Protection:

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All employees on the work site and other persons who may be affected thereby;
 - 2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities not designated for removal, relocation or replacement in the course of construction, and livestock.
- B. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders or any public body having jurisdiction for the safety of persons or property or to protect from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. **CONTRACTOR** shall notify owners of adjacent property and utilities when prosecution of the Work may effect them. **CONTRACTOR** shall cooperate with the utility owner in the protection, removal, relocation, or replacement of such utility property. All damage, injury or loss to any property referred to in Paragraph 6.11.A.2 or 6.11.A.3 caused, directly or indirectly, in whole or in part, by **CONTRACTOR**, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by

CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of **OWNER** or **ENGINEER** or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of **CONTRACTOR**). **CONTRACTOR'S** duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and **ENGINEER** has issued a notice to **OWNER** and **CONTRACTOR** in accordance with Paragraph 14.9 that the Work is acceptable.

- C. **CONTRACTOR** shall designate a superintendent at the site whose duty shall be the prevention of accidents. This person shall be **CONTRACTOR'S** superintendent unless otherwise designated in writing by **CONTRACTOR** to **OWNER**.

6.12 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, **CONTRACTOR**, without Special instruction or authorization from **ENGINEER** or **OWNER**, is obligated to act to prevent threatened damage, injury or loss. **CONTRACTOR** shall give **ENGINEER** prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

6.13 Shop Drawings and Samples:

- A. After checking and verifying all field measurements, **CONTRACTOR** shall Submit to **ENGINEER** for review and approval, in accordance with the accepted schedule of Shop Drawing submissions (See Paragraph 2.6) and the procedures specified in the General Requirements, copies of all Shop Drawings, which shall have been checked by and stamped with the approval of **CONTRACTOR** and identified as **ENGINEER** may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable **ENGINEER** to review the information as required.
- B. **CONTRACTOR** shall also submit to **ENGINEER** for review and approval with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of **CONTRACTOR**, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.
- C. At the time of each submission, **CONTRACTOR** shall in writing call **ENGINEER'S** attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.
- D. **ENGINEER** will review and approve with reasonable promptness Shop Drawings and Samples, but **ENGINEER'S** review and approval shall be only for conformance with the design concept of the Project and for compliance with the

information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. **CONTRACTOR** shall make any corrections required by **ENGINEER** and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval. **CONTRACTOR** shall direct specific attention in writing to revisions other than the corrections called for by **ENGINEER** on previous submittals. **CONTRACTOR'S** stamp of approval on any Shop Drawing or Sample shall constitute a representation to **OWNER** and **ENGINEER** that **CONTRACTOR** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so and that **CONTRACTOR** has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.

- E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by **ENGINEER**.
- F. **ENGINEER'S** review and approval of Shop Drawings or Samples shall not relieve **CONTRACTOR** from responsibility for any deviations from the Contract Documents unless **CONTRACTOR** has in writing called **ENGINEER'S** attention to such deviation at the time of submission and **ENGINEER** has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by **ENGINEER** relieve **CONTRACTOR** from responsibility for errors or omissions in the Shop Drawings or Samples.

6.14 Continuing The Work: **CONTRACTOR** shall carry on the Work and maintain the progress schedule during all disputes or disagreements with **OWNER**. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as **CONTRACTOR and OWNER** may otherwise agree in writing.

6.15 Indemnification:

- A. To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **OWNER and ENGINEER** and their agents, employees and consultants from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by either
 - (a) any negligent act or omission of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or

(b) arises out of operation of law as a consequence of any act or omission of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent.

B. In any and all claims against **OWNER** or **ENGINEER** or any of their agents, employees or consultants by any employee of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15.A shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for **CONTRACTOR** or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of **CONTRACTOR** under Paragraph 6.15.A shall not extend to the liability of **ENGINEER**, his agents, employees or consultants arising out of, the **ENGINEER'S** preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

6.16 Compliance with Mississippi Employment Protection Act (E-Verify Program)

Contractor/Seller represents and warrants that it will ensure its compliance with the Miss. Employment Protection Act, Section 71-11-1, et seg of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the U.S. Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller 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/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

ARTICLE 7 - WORK BY OTHERS

- 7.1 **OWNER** may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. **CONTRACTOR** shall afford the utility service companies and the other contractors who are parties to such direct contracts (or **OWNER**, if **OWNER** is performing the additional work with **OWNER'S** employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.
- 7.2 If any part of **CONTRACTOR'S** Work depends for proper execution or results upon the work of any such other contractor or utility service company (or **OWNER**), **CONTRACTOR** shall inspect work that render it unsuitable for such proper execution and results. **CONTRACTOR'S** failure to so report shall constitute an acceptance of the other work as fit and proper for integration with **CONTRACTOR'S** Work except for latent defects and deficiencies in the other work.
- 7.3 **CONTRACTOR** shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. **CONTRACTOR** shall cut or alter their work with the written consent of **ENGINEER** and the others whose work will be affected.
- 7.4 If the performance of additional work by other contractors or utility service companies or **OWNER** was not noted in the Contract Documents, written notice thereof shall be given to **CONTRACTOR** prior to starting any such additional work. If **CONTRACTOR** believes that the performance of such additional work by **OWNER** or others involves additional expense or requires an extension of the Contract Time, **CONTRACTOR** may make a claim therefor as provided in Articles 11 and 12 provided that the **CONTRACTOR** will make no claim which is barred by the provisions of Paragraph 12.3.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1 **OWNER** shall issue all communications to **CONTRACTOR** through **ENGINEER**.
- 8.2 In case of termination of the employment of **ENGINEER**, **OWNER** shall appoint an engineer whose status under the Contract Documents shall be that of the former **ENGINEER**.
- 8.3 **OWNER** shall furnish the data required of **OWNER** under the Contract Documents promptly and shall make payments to **CONTRACTOR** promptly after they are due as provided in Paragraphs 14.4A and 14.11.A.

- 8.4 **OWNER'S** duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to **OWNER'S** identifying and making available to **CONTRACTOR** copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by **ENGINEER** in preparing the Drawings and Specifications.
- 8.5 **OWNER'S** responsibilities in respect of purchasing and maintaining insurance are set forth in Article 5.
- 8.6 In connection with **OWNER'S** rights to request changes in the Work in accordance with Article 10, **OWNER** (especially in certain instances as provided in Paragraph 10.4) is obligated to execute Change Orders.
- 8.7 **OWNER'S** responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.3.
- 8.8 In connection with **OWNER'S** right to stop Work or suspend Work, see Paragraphs 13.5 and 15.1. Paragraph 15.2.A deals with **OWNER'S** right to terminate services of **CONTRACTOR** under some circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

- 9.1 **OWNER'S** Representative: **ENGINEER** will be **OWNER'S** representative during the construction period. The duties and responsibilities and the limitations of authority of **ENGINEER** as **OWNER'S** representative during construction are set forth in the Contract Documents and shall not be extended without written consent of **OWNER** and **ENGINEER**.
- 9.2 Visits to Site: **ENGINEER** will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, **ENGINEER** will inform **OWNER** of the progress of the Work and will endeavor to guard **OWNER** against defects and deficiencies in the Work.
- 9.3 Clarifications and Interpretations: **ENGINEER** will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as **ENGINEER** may determine necessary, which shall be consistent with or reasonably inferred from the overall Intent of the Contract Documents. If **CONTRACTOR** believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, **CONTRACTOR** may make a claim therefor as provided in articles 11 and 12.
- 9.4 Rejecting Defective Work: **ENGINEER** will have authority to disapprove or reject Work which **ENGINEER** believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.

9.5 Project Representation: If **OWNER** and **ENGINEER** agree, **ENGINEER** will designate a Resident Project Representative to assist **ENGINEER** in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If **OWNER** designates another agent to represent him at the site who is not **ENGINEER'S** agent or employee, the duties, responsibilities and limitations of authority of such other person will be as set forth in the Supplementary Conditions.

9.6 Decisions on Disagreements:

A. **ENGINEER** will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder: Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to **ENGINEER** in writing with a request for a formal decision in accordance with this Paragraph, which **ENGINEER** will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to **ENGINEER** and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto and written supporting data will be submitted to **ENGINEER** and the other party within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, **ENGINEER** will not show partiality to **OWNER** or **CONTRACTOR** and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

B. The rendering of a decision by **ENGINEER** pursuant to Paragraph 9.6.A with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.9) will be a condition precedent to any exercise by **OWNER** or **CONTRACTOR** of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

9.7 Limitations on **ENGINEER'S** Responsibilities:

A. Neither **ENGINEER'S** authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by **ENGINEER** in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of **ENGINEER** to **CONTRACTOR**, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.

- B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of **ENGINEER** as to the Work, it is intended. that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that **ENGINEER** shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraphs 9.7 .C and 9.7.D.
- C. **ENGINEER** will not be responsible for **CONTRACTOR'S** means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and **ENGINEER** will not be responsible for **CONTRACTOR'S** failure to perform the Work in accordance with the Contract Documents. When it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.
- D. **ENGINEER** will not be responsible for the acts or omissions of **CONTRACTOR** or of any Subcontractors, or of the agents or employees of any **CONTRACTOR** or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement, **OWNER** may, at anytime or from time to time, order additions, deletions or revisions in the work; these will be authorized by written Change Orders only; duly signed in advance by the parties and set forth in the public minutes of the **OWNER**. Upon receipt of a Change Order, **CONTRACTOR** shall proceed with the Work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis on a claim made by either party.
- 10.2 **ENGINEER** may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on **OWNER**, and also on **CONTRACTOR** who shall perform the change promptly. If **CONTRACTOR** believes that a Field Order Justifies an increase in the Contract Price or Contract Time, **CONTRACTOR** may make a claim therefor as provided in Article 11 or Article 12.

- 10.3 Additional Work performed without authorization of a Change Order will not entitle **CONTRACTOR** to an increase in the Contract Price or an extension of the Contract Time, except as in the case of an emergency as provided in Paragraph 6.12.
- 10.4 **OWNER** shall execute appropriate written Change Orders prepared by **ENGINEER** covering changes in the Work which are required by **OWNER**, or required because of unforeseen physical conditions or emergencies, or because of uncovering work found not to be defective, or as provided in Paragraphs 11.6 and 15.1.
- 10.5 If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be **CONTRACTOR'S** responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. **CONTRACTOR** shall furnish proof of such adjustment to **OWNER**.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to **CONTRACTOR** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by **CONTRACTOR** shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a written Change Order duly signed in advance by the parties and set forth in the public minutes of the **OWNER**. Any claim for an increase in the Contract Price shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by **ENGINEER** if **OWNER** and **CONTRACTOR** cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a written Change Order.
- 11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the ways listed herein.
- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - B. By mutual acceptance of a lump sum.
 - C. On the basis of the Cost of the Work (determined as provided in Paragraph 11.4) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.5).

- D. Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4.A and 11.4.B., **CONTRACTOR** will submit in form acceptable to **ENGINEER**, an itemized cost breakdown together with supporting data.

11.4 Cost of the Work

- A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by **CONTRACTOR** in the proper performance of the Work. Except as otherwise may be agreed to in writing in advance by **OWNER**, such costs shall be in amounts no higher than not include any of the costs itemized in Paragraph 11.4.B.
1. Payroll costs for employees in the direct employ of **CONTRACTOR** in the performance of the Work under schedules of job classifications agreed upon by **OWNER** and **CONTRACTOR**. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by **OWNER**.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to **CONTRACTOR** unless **OWNER** deposits funds with **CONTRACTOR** with which to make payments, in which case the cash discounts shall accrue to **OWNER**. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to **OWNER**, and **CONTRACTOR** shall make provisions so that they may be obtained.
 3. Payments made by **CONTRACTOR** to the Subcontractors for work performed by Subcontractors. If required by **OWNER**, **CONTRACTOR** shall obtain competitive bids from Subcontractors acceptable to **CONTRACTOR** and shall deliver such bids to **OWNER** who will then determine, with the advice of **ENGINEER**, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as **CONTRACTOR'S** Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
 4. Supplemental costs including the following:
 - a. Rentals of all construction equipment and machinery and the parts thereof whether rented from **CONTRACTOR** or others in accordance

with rental agreements approved by **OWNER** with the advice of **ENGINEER and** the costs of transportation loading, unloading, installation dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

- b. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The Term Cost of the Work shall not include any of the following:

1. Payroll costs and other compensation of **CONTRACTOR'S** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by **CONTRACTOR** whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.4.A.1- all of which are to be considered administrative costs covered by the **CONTRACTOR'S** Fee.
2. Expenses of **CONTRACTOR'S** principal and branch offices other than **CONTRACTOR'S** office at the site.
3. Any part of **CONTRACTOR'S** capital expenses, including interest on **CONTRACTOR'S** capital employed for the Work and charges against **CONTRACTOR** for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not **CONTRACTOR** is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.A.

11.5 Contractor's Fee

- A. The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:
 1. A mutually acceptable fixed fee; or if none can be agreed upon,
 2. A fee based on the following percentages of the various portions of the Cost of the Work:

- a. For costs incurred under Paragraphs 11.4.A.1 and 11.4.A.2, the Contractor's Fee shall not exceed a total of twenty percent for overhead and profit.
 - b. For costs incurred under Paragraph 11.4.A.3, the Contractor's Fee shall not exceed a total of five percent; and if a subcontract is on the basis of Cost of the Work plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed a total of twenty percent.
- B. The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the net decrease in Cost of the Work plus ten percent of the net decrease in the Cost of the Work. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

ARTICLE 12 B CHANGE OF THE CONTRACT TIME

- 12.1 The Contract Time may only be changed by a written Change Order approved in advance by the parties. Any claim for an extension in the Contract Time shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by **OWNER** if **ENGINEER** and **CONTRACTOR** cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order as set forth above.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of **CONTRACTOR** if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by **OWNER** or others performing additional work as or acts of God. Rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the **CONTRACTOR** unless such party's delay is attributable to one of the above enumerated causes.
- 12.3 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that **CONTRACTOR** shall not be entitled to damages for any delay occurring as a consequence of a delay in additional work being performed by others pursuant to Paragraph 7.1 hereof if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of **OWNER**.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 13.1 Warranty and Guarantee: **CONTRACTOR** warrants and guarantees to **OWNER** and **ENGINEER** that all work will be in strict accordance with the Contract Documents and will not be defective. Prompt notice after discovery of all defects shall be given to **CONTRACTOR**. All defective Work, whether or not in place, may be rejected or corrected as provided in this Article 13.
- 13.2 Access to Work: **ENGINEER** and **ENGINEER'S** representatives, other representatives of to the Work at reasonable times for their observation, inspection and testing. **CONTRACTOR** shall provide proper and safe conditions for such access.
- 13.3 Tests and Inspections:
- A. **CONTRACTOR** shall give **ENGINEER** timely notice of readiness of the Work for all required inspections, tests or approvals.
 - B. If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, **CONTRACTOR** (unless another party is specified in the General Requirements) shall assume full responsibility therefor, pay all costs in connection therewith and furnish **ENGINEER** the required certificates of inspection, testing or approval. **CONTRACTOR** shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with **OWNER'S** or **ENGINEER'S** acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment prior to **CONTRACTOR'S** purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by **OWNER** (unless otherwise specified).
 - C. All inspections, tests or approvals other than those required by law ordinance, rule, regulation, code or order of any public body having Jurisdiction shall be performed by organizations acceptable to **OWNER** (or by **ENGINEER** if so specified).
 - D. If any Work that is to be inspected, tested or approved is covered without written concurrence of **ENGINEER**, it must, if requested by **ENGINEER**, be uncovered for observation. Such uncovering shall be at **CONTRACTOR'S** expense unless **CONTRACTOR** has given **ENGINEER** timely notice of **CONTRACTOR'S** intention to cover such Work and **ENGINEER** has not acted with reasonable promptness in response to such notice.
 - E. Neither observations by **ENGINEER** nor inspections, tests or approvals by others shall relieve **CONTRACTOR** from his obligations to perform the Work in accordance with the Contract Documents.
- 13.4 Uncovering Work:

- A. If any Work is covered contrary to the written request of **ENGINEER**, it must, if requested by **ENGINEER**, be uncovered for **ENGINEER'S** observation and replaced at **CONTRACTOR'S** expense.
 - B. If **ENGINEER** considers it necessary or advisable that covered Work be observed by **ENGINEER** or inspected or tested by others, **CONTRACTOR** at **ENGINEER'S** request, shall uncover, expose or otherwise make available for observation, inspection or testing as **ENGINEER** may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, **CONTRACTOR** shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, **CONTRACTOR** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.
- 13.5 **OWNER** May Stop the Work: If the Work is defective, or **CONTRACTOR** fails to supply sufficient skilled Workmen or suitable materials or equipment, **OWNER** may order **CONTRACTOR** to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of **OWNER** to stop the Work shall not give rise to any duty on the part of **OWNER** to exercise this right for the benefit of **CONTRACTOR** or any other party.
- 13.6 Correction or Removal of Defective Work: If required by **ENGINEER**, **CONTRACTOR** shall promptly, without cost to **OWNER** and as specified by **ENGINEER**, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by **ENGINEER**, remove it from the site and replace it with nondefective Work.
- 13.7 One Year Correction Period: If, within one year after the date of Substantial Completion or such required by the Contract Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, **CONTRACTOR** shall promptly, without cost to **OWNER** and in accordance with **OWNER'S** written instructions, either correct such defective Work, or, if it has been rejected by **OWNER**, remove it from the site and replace it with non-defective Work. If **CONTRACTOR** does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, **OWNER** may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by **CONTRACTOR**.
- 13.8 Acceptance of Defective Work:
- A. If, instead of requiring correction or removal and replacement of defective Work, **OWNER** (and, prior to **ENGINEER'S** recommendation of final payment, also **ENGINEER**) prefers to accept it, **OWNER** may do so. In such case, if

acceptance occurs prior to **ENGINEER'S** recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Prices or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by **CONTRACTOR** to **OWNER**.

B. **OWNER** may require **CONTRACTOR** to furnish, at **CONTRACTOR'S** expense, performance guarantees and additional Bonds prior to acceptance of defective Work.

13.9 **OWNER** May Correct Defective Work: If **CONTRACTOR** fails within a reasonable time after written notice of **ENGINEER** to proceed to Correct and to Correct defective work or to remove and replace rejected Work as required by **ENGINEER** in accordance with Paragraph 13.6, or if **CONTRACTOR** fails to perform the work in accordance with the Contract Documents (including any requirements of the progress schedule), **OWNER** may, after seven days' written notice to **CONTRACTOR**, correct and remedy any such deficiency. In exercising his rights under this Paragraph, **OWNER** shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, owner may exclude **CONTRACTOR** from all or part of the site, take possession of all or part of the Work, and suspend **CONTRACTOR'S** services related thereto, take possession of **CONTRACTOR'S** tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which **OWNER** has paid **CONTRACTOR** but which are stored elsewhere. **CONTRACTOR** shall allow **OWNER**, **OWNER'S** representatives, agents and employees such access to the site as may be necessary to enable **OWNER** to exercise his rights under this Paragraph. All direct and indirect costs of **OWNER** in exercising such rights shall be charged against **CONTRACTOR** in an amount verified by **ENGINEER**, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of **CONTRACTOR'S** defective Work. **CONTRACTOR** shall not be allowed an extension of the Contract Time because of any delay in his performance of the Work attributable to the exercise by **OWNER** of **OWNER'S** rights hereunder.

ARTICLE 14 – INVOICES, PAYMENTS, AND COMPLETION

14.1 E-Payment and E-Invoicing: The state requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. 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. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. Call the following phone number for information regarding e-invoicing: 1-877-443-6944.

14.2 Progress Payments:

- A. The **CONTRACTOR** shall submit progress or interim payments as provided by MS Code 31-5-25.
- B. Retainage on payments shall be withheld as provided by MS Code 31-5-33. The **OWNER** shall retain five percent (5%) of progress or interim payments until the following conditions are met:
 - 1. The work shall be at least fifty percent (50%) complete, on schedule and to the satisfaction of the **OWNER**, then fifty percent (50%) of the held retainage shall be returned to the **CONTRACTOR**.
 - 2. After fifty percent (50%) of the held retainage is returned to the **CONTRACTOR**, future retainage of payments shall be held at a rate of two and one-half percent (2-1/2 %), until the contract is complete.

14.3 Schedules: At least twenty days prior to submitting the first application for a progress payment, **CONTRACTOR** shall (except as otherwise specified in the General Requirements) submit to a schedule of values of the Work. These schedules shall be satisfactory in form and substance to **ENGINEER**. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by **ENGINEER**, it shall be incorporated into a form of Application for Payment acceptable to **ENGINEER**.

14.4 Monthly Estimates and Partial Payments:

- A. The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the 5th of each month provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.

- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER** the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
 - C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
 - D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.
 - E. For construction contracts 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 **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%).
- 14.5 **CONTRACTOR'S** Warranty of Title: **CONTRACTOR** warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to **OWNER** at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"):
- 14.6 Review of Applications for Progress Payments:
- A. **ENGINEER** will, within ten days after receipt of each Application for Payment, either indicate in writing his recommendation of payment and present the Application to **OWNER**, or return the Application to **CONTRACTOR** indicating in writing **ENGINEER'S** reasons for refusing to recommend payment. In the latter case, **CONTRACTOR** may make the necessary corrections and resubmit the Application.

- B. **ENGINEER'S** recommendation of any payment requested in an Application for Payment will constitute a representation by **ENGINEER** to **OWNER**, based on **ENGINEER'S** on-site observation of the Work in progress as an experienced and qualified design professional and on **ENGINEER'S** review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated that, to the best of **ENGINEER'S** knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that **CONTRACTOR** is entitled to payment of the amount recommended. However, by recommending any such payment **ENGINEER** will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose **CONTRACTOR** has used the moneys paid or to be paid to **CONTRACTOR** on account of the Contract Price, or that title to any Work, materials or equipment has passed to **OWNER** free and clear of any Liens.
- C. **ENGINEER'S** recommendation of final payment will constitute an additional representation by **ENGINEER** to **OWNER** that the conditions precedent to **CONTRACTOR'S** being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.
- D. **ENGINEER** may refuse to recommend the whole or any part of any payment if, in **ENGINEER'S** opinion, it would be incorrect to make such representations to **OWNER**. **ENGINEER** may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in **ENGINEER'S** opinion to protect **OWNER** from loss because:
1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
 2. Written claims have been made against **OWNER** or Liens have been filed in connection with the Work,
 3. The Contract Price has been reduced because of Modifications,
 4. **OWNER** has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9,
 5. Of **CONTRACTOR'S** unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
 6. Of **CONTRACTOR'S** failure to make payment to Subcontractors for labor, materials or equipment.

14.7 Substantial Completion:

- A. When **CONTRACTOR** considers the entire Work ready for its intended use, **CONTRACTOR** shall, in writing to **OWNER** and **ENGINEER**, certify that the entire Work is substantially complete and request that **ENGINEER** issue a certificate of Substantial Completion. Within a reasonable time thereafter, **CONTRACTOR** and **ENGINEER** shall make an inspection of the Work to determine the status of completion. If **ENGINEER** does not consider the Work substantially complete, **ENGINEER** will notify **CONTRACTOR** in writing giving his reasons therefor. If **ENGINEER** considers the Work substantially complete, **ENGINEER** will prepare and deliver to **OWNER** a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. **OWNER** shall have seven days after receipt of the tentative certificate during which **OWNER** may make written objection to **ENGINEER** as to any provisions of the certificate or attached list. If, after considering such objections, **ENGINEER** concludes that the Work is not substantially complete, **ENGINEER** will within fourteen days after submission of the tentative certificate to **OWNER** notify **CONTRACTOR** in writing, stating his reasons therefor. If, after consideration of **OWNER'S** objections, **ENGINEER** considers the Work substantially complete, **ENGINEER** will within said fourteen days execute and deliver to **OWNER** and **CONTRACTOR** a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as **ENGINEER** believes justified after consideration of any objections from **OWNER**. At the time of delivery of the tentative certificate of Substantial Completion **ENGINEER** will deliver to **OWNER** and **CONTRACTOR** a written recommendation as to division of responsibilities pending final payment between **OWNER** and **CONTRACTOR** with respect to security, operation, safety, maintenance, heat, utilities and insurance. Unless **OWNER** and **CONTRACTOR** agree otherwise in writing and so inform **ENGINEER** prior to his issuing the definitive certificate of Substantial Completion **ENGINEER'S** aforesaid recommendation will be binding on **OWNER**, and **CONTRACTOR** until final payment.
- B. **OWNER** shall have the right to exclude **CONTRACTOR** from the Work after the date of Substantial Completion, but **OWNER** shall allow **CONTRACTOR** reasonable access to complete or correct items in the tentative list.
- 14.8 Partial Utilization: Use by **OWNER** of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:
- A. **OWNER** at any time may request **CONTRACTOR** in writing to permit **OWNER** to use any part of the Work which **OWNER** believes to be substantially complete and which may be used without significant interference with Construction of the other parts of the Work. If **CONTRACTOR** agrees, **CONTRACTOR** will certify to **OWNER** and **ENGINEER** that said part of the Work is substantially complete and request **ENGINEER** to issue a certificate of

Substantial Completion for that part of the Work. Within a reasonable time thereafter **OWNER, CONTRACTOR and ENGINEER** shall make an inspection of that part of the Work to determine its status of completion. If **ENGINEER** does not consider that part of the Work to be substantially complete, **ENGINEER** will notify **OWNER and CONTRACTOR** in Writing giving his reason therefor. If **ENGINEER** considers that part of the Work to be substantially complete, **ENGINEER** will execute and deliver to **OWNER and CONTRACTOR** a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to part of the Work, **ENGINEER** will deliver to **OWNER and CONTRACTOR** a Written recommendation as to the division of responsibilities pending final payment between **OWNER and CONTRACTOR**, with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon **OWNER and CONTRACTOR** at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work, unless **OWNER and CONTRACTOR** shall have otherwise agreed in Writing and so informed **ENGINEER** **OWNER** shall have the right to exclude **CONTRACTOR** from any part of the Work which **ENGINEER** has so certified to be substantially complete, but **OWNER** shall allow **CONTRACTOR** reasonable access to complete or correct items on the tentative list.

- B. In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, **OWNER** may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable provided that prior to any such take over, **OWNER and CONTRACTOR** have agreed as to the division of responsibilities between **OWNER and CONTRACTOR** for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.
- C. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of Paragraph 5.8, in respect of property insurance.

14.9 Final inspection: Upon written notice from **CONTRACTOR** that the Work is complete, **ENGINEER** will make a final inspection with **OWNER and CONTRACTOR** and will notify **CONTRACTOR** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. **CONTRACTOR** shall immediately take such measures as are necessary to remedy such deficiencies.

14.10 Final Application for Payment: After **CONTRACTOR** has completed all such corrections to the satisfaction of **ENGINEER** and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents, and other documents-- all as required by the Contract Documents, and after **ENGINEER** has indicated that the Work is acceptable (subject to the provisions of

Paragraph 14.9) **CONTRACTOR** may make application for final payment following the procedure for progress payments. The final Application for Payment and schedules as **ENGINEER** may reasonably require, together with complete and legally effective releases or waivers (satisfactory to **OWNER**) of all Liens arising out of or filed in connection with the Work In lieu thereof and as approved by **OWNER**, **CONTRACTOR** may furnish receipts or releases in full as an affidavit of **CONTRACTOR** that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and might in anyway be responsible, have been paid or otherwise satisfied and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, **CONTRACTOR** may furnish a Bond or other collateral satisfactory to **OWNER** to indemnify **OWNER** against any Lien.

14.11 Final Payment and Acceptance:

- A. If, on the basis of **ENGINEER'S** observation of the Work during construction and final inspection and **ENGINEER'S** review of the final Application for Payment and accompanying documentation --all as required by the Contract Documents, **ENGINEER** is satisfied that the Work has been completed and **CONTRACTOR** has fulfilled all of his obligations under the Contract Documents, **ENGINEER** will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to **OWNER** for payment. Thereupon **ENGINEER** will give written notice to **OWNER** and **CONTRACTOR** that the Work is acceptable subject to the provisions of Paragraph 14.11. Otherwise, **ENGINEER** will return the Application to **CONTRACTOR** indicating in writing the reasons for refusing to recommend final payment in which case **CONTRACTOR** shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within sixty days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**.
- B. If, through no fault of **CONTRACTOR**, final completion is materially delayed and if **ENGINEER** so confirms, **OWNER** shall, upon receipt of **CONTRACTOR'S** final Application for Payment and recommendation of **ENGINEER**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by **OWNER** for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by **CONTRACTOR** to **ENGINEER** with his Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.12 Contractor's Continuing Obligation: **CONTRACTOR'S** obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by **ENGINEER**, nor the issuance of a certificate of Substantial Completion, nor any payment by **OWNER to CONTRACTOR** under the Contract Documents, nor any use or occupancy of the Work or any part thereof by **OWNER**, nor any act of acceptance by **OWNER** nor any failure to do so, nor the issuance of a notice of acceptability by **ENGINEER** pursuant to Paragraph 14.9, nor any correction of defective Work by **OWNER** shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of **CONTRACTOR'S** obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 15 -SUSPENSION OF WORK AND TERMINATION

15.1 **OWNER** May Suspend Work: **OWNER** may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to **CONTRACTOR and ENGINEER** which shall fix the date on which Work shall be resumed. **CONTRACTOR** shall resume the Work on the date so fixed. **CONTRACTOR** will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly accountable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

15.2 **OWNER** May Terminate:

A. Upon the occurrence of anyone or more of the following events:

1. If **CONTRACTOR** is adjudged as bankrupt or insolvent,
2. If **CONTRACTOR** makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for **CONTRACTOR** or for any of **CONTRACTOR'S** property,
4. If **CONTRACTOR** files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
5. If **CONTRACTOR** repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment,
6. If **CONTRACTOR** repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
7. If **CONTRACTOR** disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
8. If **CONTRACTOR** disregards the authority of **ENGINEER**, or
9. If **CONTRACTOR** otherwise violates in any substantial way any provisions of the Contract Documents,
10. If the **OWNER** experiences any cessation or reduction of funding.

B. Availability of Funds: It is expressly understood that the fulfillment of the conditions of this Contract by the MDWFP/OWNER, is conditioned upon the receipt of state funding through the legislative process. Any cessation, reduction

or failure of funding shall, at the option of the MDWFP/OWNER, constitute grounds for the termination of this Contract.

- C. **OWNER** may after giving **CONTRACTOR** and his Surety seven days' written notice, terminate the services of **CONTRACTOR**, exclude **CONTRACTOR** from the site and take possession of the Work and of all **CONTRACTOR'S** tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by **CONTRACTOR** (without liability to **CONTRACTOR** for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which **OWNER** has paid **CONTRACTOR** but which are stored elsewhere, and finish the Work as **OWNER** may deem expedient. In such case **CONTRACTOR** shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to **CONTRACTOR**. If such costs exceed such unpaid balance, **CONTRACTOR** shall pay the difference to **OWNER**. Such costs incurred by **OWNER** shall be verified by **ENGINEER** and incorporated in a Change Order, but in finishing the work **OWNER** shall not be required to obtain the lowest figure for the Work performed.
 - D. Where **CONTRACTOR'S** services have been so terminated by **OWNER**, the termination shall not affect any rights of against **CONTRACTOR** then existing or which may thereafter accrue. Any retention or payment of moneys due **CONTRACTOR** by **OWNER** will not release **CONTRACTOR** from liability.
 - E. Upon seven days' written notice to **CONTRACTOR** and **ENGINEER**, **OWNER** may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, **CONTRACTOR** shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.
- 15.3 Contractor May Stop Work or Terminate: If, through no act or fault of **CONTRACTOR**, the work is suspended for a period of more than ninety days by **OWNER** or under an order of court or other public authority, or **ENGINEER** fails to acts on any Application for Payment within thirty day after it is submitted, or **OWNER** fails to pay **CONTRACTOR** any sum finally determined to be due, then **CONTRACTOR** may, upon seven days' written notice to **OWNER** and **ENGINEER**, terminate the Agreement and recover from **OWNER** payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu if terminating the Agreement, if **ENGINEER** has failed to act on an Application for Payment or **OWNER** has failed to make any payment as aforesaid, **CONTRACTOR** may upon seven days' written notice to **OWNER** and **ENGINEER** stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve **CONTRACTOR** of his

obligations under Paragraph 6.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with **OWNER**.

ARTICLE 16 - DISPUTE RESOLUTION

- 16.1 Unless otherwise provided in the Supplementary Conditions, all claims, disputes and other matters in question between **OWNER** and **CONTRACTOR** arising out of, or relating to the Contract Documents or the breach thereof, shall be decided by the courts of the jurisdiction in which the Project is located.
- 16.2 In the case of any dispute that is required to be referred to **ENGINEER** initially for decision in accordance with Paragraph 9.6, no legal proceeding shall be instituted prior to the earlier of (a) the date on which **ENGINEER** has rendered a decision, or (b) the tenth day after the parties have presented their evidence to **ENGINEER**; and no proceeding with respect to such dispute shall be made later than thirty days after the date on which **ENGINEER** has rendered a written decision in respect thereof.

ARTICLE 17 - MISCELLANEOUS

- 17.1 Giving Notice: Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of notice.
- 17.2 Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.
- 17.3 General:
- A. Should **OWNER** suffer injury or damage to his person or property because of any error, omission or act of the **CONTRACTOR** or of any of the **CONTRACTOR'S** employees or agents or others for whose acts the **CONTRACTOR** is legally liable, claim shall be made in writing to the **CONTRACTOR** within a reasonable time of the first observance of such injury or damage.
 - B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon **CONTRACTOR**, by Paragraphs 6.15, 13.1, 13.6, 13.9, 14.4 and 15.2 and all of the rights and remedies available to **OWNER and ENGINEER** thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any

rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

- 17.4 Headings: The Article and Paragraph headings are inserted for convenience only and do not constitute part of these General Conditions.

**** END OF SECTION****

SUPPLEMENTARY CONDITIONS

1. Definition of ENGINEER
 - a. The DUNGAN ENGINEERING, P.A. shall act as ENGINEER.
 - b. The Facility and Grounds Development Division of MDWFP shall act as representative for the OWNER.

2. Liquidated and Special Damages
 - a. Liquidated Damages: For failure to complete the work within the contract time as stated, the **CONTRACTOR** will be subject to liquidated damages in the sum of \$250.00 for each consecutive calendar day after the time stipulated for Final Completion of the work.

 - b. The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

 - c. Special Damages: In addition to the amounts provided for liquidated damages, expenses and other losses, **CONTRACTOR**, in the event of such default, shall pay to the **OWNER** the actual costs, expenses and other losses, reasonably incurred by **OWNER**.

* * END OF SECTION * *

PART 1 - GENERAL

- 1.01 SCOPE: Project includes embankment slope stabilization and repair at Lake Calling Panther, Crystal Springs, MS as noted on the construction drawings and specified herein.
- 1.02 PROJECT SUPERINTENDENT: The Contractor will designate one qualified individual as Project Superintendent who will remain on the job at all times to supervise and coordinate the work until the project is completed.
- 1.03 RECORD KEEPING:
- A. The Contractor shall maintain a daily report indicating a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records 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 the Engineer or Resident Inspector daily within 24 hours after the date(s) 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 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 Contractor's Superintendent. The report form the Superintendent shall include copies of all test reports.
- Sample form enclosed.
- 1.04 START OF WORK: Work shall be started immediately upon issuance of the Notice to Proceed.
- 1.05 After award and prior to mobilization, Contractor shall be required to attend a preconstruction meeting on site with the Engineer, Owner, and Contractor's designated superintendent and project manager.
- 1.06 Once work begins, progress meetings will be held on a monthly basis for the purpose of monitoring general project progress. Contractor shall schedule progress meetings at a time acceptable to the engineer and preside over the meetings. Contractor will be responsible for meeting minutes. All working subcontractors shall have a representative at progress meetings. Contractor will prepare meeting agenda to include the following:
- A. Review & approve minutes from previous meeting.
- B. Review work progress since last meeting.
- C. Note field observations, problems, and decisions.
- D. Progress schedule update.
- E. Plan progress during next period.
- F. Submittal status.
- G. Other current business.

SECTION 01015

SUMMARY OF WORK

- 1.07 Contractor is to furnish all labor, materials, tools, equipment, business license and full time supervisors to complete the project as called for in the Contract Documents and noted on Construction Drawings.
- 1.08 Contractor is responsible for visiting the site to become familiar with existing conditions.
- 1.09 The Contractor will warrant all materials and labor for a period of one (1) year for all work performed by the Contractor or Subcontractor unless otherwise specified herein.
- 1.10 The Contractor shall prepare a set of "As-Built" mark-ups. Refer to the General Conditions.
- 1.11 All permits, licenses, fees, etc., which are required for the performance of this work will be the responsibility of the Contractor.
- 1.12 Clean-up and disposal of any debris associated with this scope of work will be the responsibility of the Contractor. Contractor to provide his own dumpsters.
- 1.13 Contractor shall furnish and install all materials for proper erosion control and secure permit from any and all governing authorities. Maintenance of erosion control structures until project completion is the responsibility of the Contractor.
- 1.14 Contractor shall clear and grub the site within the work limits as necessary to construct the work in accordance with the construction drawings.
- 1.15 All trash and debris such as trees and brush shall be removed from site by the Contractor. Contractor will be responsible for removing debris from the site and disposing of it in a satisfactory manner.
- 1.16 The Owner will mark trees to be saved. Specific care will be taken by the Contractor as not to damage any trees as may be designated to be saved.
- 1.17 Contractor shall be responsible for keeping all public roadways clean during the execution of the work.
- 1.18 Contractor shall provide dust control as required during the execution of the work.
- 1.19 The Contractor will be responsible for all dewatering and temporary shoring associated with the work.
- 1.20 The location of existing utilities indicated is approximate and those shown on the plans are not necessarily all that may exist on the site. The Contractor shall verify the location of existing utilities on the project site, whether indicated on the plans or not, and shall promptly repair those which are damaged by his construction operation.
- 1.21 Contractor shall keep a copy of all permits on the job site and shall meet all of the requirements of these permits.

- 1.22 Contractor is responsible for maintenance and repair of all public roadways damaged as a result of construction activities.
- 1.23 The Contractor shall provide, operate, and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, tanks, etc., free from seepage, sanding, or running water at all times throughout the period of construction.
- 1.24 Contractor shall remove topsoil to the specified depths and as directed by the Engineer and store on site in designated area identified on the plans. Contractor shall plate areas prior to grassing with topsoil as shown on the plans.
- 1.25 Contractor shall meet the requirements of the M.U.T.C.D. for this project.

DAILY REPORT

Contract _____ Contract No. _____

Daily Report No: _____ Date: _____

Weather: _____ Precipitation: _____ in. Temp. _____ Min. _____ Max.

1. Worker Contract/Subcontractors:

Number	Trade	Hours	Employer	Location/Description Work

2. Equipment. (Not hand tools)

Plant/Equipment	Date of Arrival/Departure	Date of Safety Check	Hours Used	Hours Idle	Hours Repair

3. Work performed today: (Indicate Location and description of work performed by prime and/or subcontractors.)

5. Remarks:

7. Material received:

9. Test performed as required by plans and/or specifications:

10. Job safety: (Report violations; Corrective instructions given; Corrective actions taken).

Contractor's Verification: On behalf of the Contractor, I certify this report is complete and correct, and all materials and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as noted above.

Job Superintendent Date

END OF SECTION 01015

PART 1 - GENERAL

1.01 SCOPE

- A. This section describes procedures for preparing and submitting Applications for Payment by the Contractor.

1.02 SCHEDULE OF VALUES: Submit Schedule of Values (AIA Document G703) at least 10 days prior to submitting first Application for Payment. Use Table of Contents of this Project Manual as basis for format for listing costs on schedule of values for Sections under Divisions 2-16. Identify each line item with appropriate Section. Prepare Schedule of Values thus:

- A. Itemize separate line item cost for each of general cost items such as; bonds, insurance, taxes, supervision, temporary facilities, etc.
- B. Itemize separate line item cost for work required by each Section of the specifications under Divisions 2-16.
- C. For each line that has been installed value of more than \$20,000 break down costs to list major products or operations under each item, rounding figures to nearest dollar. Make sum of total costs of all items listed in schedule equal to the Contract sum.

1.03 CONSTRUCTION SCHEDULES: Submit with schedule of values a projected construction schedule for the entire work in the form of a horizontal bar chart. Indicate start and complete dates for major divisions of the work showing first workday of each week. Provide for periodic updating of schedule.

1.04 APPLICATIONS FOR PAYMENT

A. Format:

- 1. Applications for Payments will be prepared on AIA form G702 - Application and AIA form G703 – Continuation Sheet or a computer generated form containing similar data.

B. Preparation of Application:

- 1. Present required information in typewritten form
- 2. Execute certification by signature of authorized officer in blue ink.
- 3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
- 4. List each authorized Change Order as an extension of continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.

5. Prepare Application for Final Payment as specified in Section 01700 entitled Project Closeout.
- C. Submittal Procedures:
1. Submit four (4) copies of each Application for Payment. Each should contain original signatures and seals.
 2. Submit an updated construction schedule with each Application for Payment.
 3. Submit request for inclement weather and/or rain delay days with each application for payment.
 4. Submit application for payment to the Professional at agreed upon times, but not more than once a month.
- D. Substantiating Data:
1. Submit data justifying dollar amounts in question when such information is needed.
 2. Provide one (1) copy of the data with a cover letter for each submittal.
 3. Indicate the Application number, date and line item number and description.
- 1.05 CHANGE ORDERS: In the event that additional work not provided for in the contract documents is required on this project, the Engineer shall request change order information from the Contractor. The Contractor shall submit to the Engineer a written description of the proposed work with a breakdown of all costs based on the items enumerated below. After the Owner has approved the change order, the Engineer shall issue a formal change order to be signed by Owner, Engineer, and Contractor. The contractor shall provide the following documentation on the subject work prior to any payment thereon:
- A. Cost of Materials: invoices required.
 - B. Cost of Labor: Break down by worker, number of hours and wage rate paid.
 - C. Subcontractor's Material and Labor cost: invoices required.
 - D. Contractor's Overhead and Profit Mark-up (15% maximum on labor and material provided by G.C. and 10% maximum on subcontract work).
 - E. Cost of Sales Tax
 - F. Cost of Bond Premium

END OF SECTION 01027

SECTION 01340

SHOP DRAWINGS SUBMITTALS

PART 1 - GENERAL

- 1.01 SCOPE: This special provision covers the general mechanics of the shop drawing and/or product data submittal procedures to be followed under this contract.
- 1.02 SUBMITTALS:
- A. Engineering data covering all equipment and fabricated products to be furnished under these contract documents shall be submitted to the Engineer for review.
 - B. All drawings and diagrams shall be submitted full size of the original or reduced to half size except that no submittal shall be on sheet sizes larger than 24" x 36" and no reduction shall render any detail illegible or result in a sheet size less than 8½" x 11".
 - C. At the time of each submission, the Contractor shall in writing call the Engineer's attention to any deviations that the engineering data may have from the requirements of these contract documents.
 - D. The Engineer will review the engineering data submitted in a timely and expeditious manner, provided the data is submitted in accordance with these contract documents, is complete and is suitable for his review.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

- 3.01 Submit number of copies required plus two to be retained by the Engineer of each drawing and necessary data submitted. Electronic submission (by email) of submittal drawings and product data is acceptable and preferred but will be returned in the same fashion.
- 3.02 Each drawing or data sheet shall be clearly marked to include:
- A. Name of project;
 - B. Contractor's name; and
 - C. References to applicable specification paragraphs and drawing sheets.
- 3.03 When catalog pages are submitted, the applicable items shall be identified by an arrow or encircled (do not use colored highlighters).
- 3.04 When the drawings and data are returned marked "NOT APPROVED", the corrections shall be made as noted thereof and as instructed by the Engineer and not less than three corrected copies resubmitted.

SECTION 01340

SHOP DRAWINGS SUBMITTALS

- 3.05 Unless otherwise directed by the Engineer, when drawings and data are returned marked "APPROVED AS NOTED", the changes shall be made as noted thereon and not less than the original number of copies shall be furnished. Failure to submit the required final corrected copies of the drawings in a timely manner will be cause for suspension of further payment.
- 3.06 All corrections and changes made on the drawings or data sheets other than those noted by the Engineer shall be clearly identified with a revision symbol and shall be suitably documented on the drawing with a brief description and date.
- 3.07 When the drawings and data are returned marked "APPROVED", not less than three additional copies shall be furnished.

No work shall be performed in connection with the fabrication or manufacture of materials and equipment, nor shall any accessory or appurtenance be purchased until the drawings and data therefore have been reviewed by the Engineer and returned marked "APPROVED" or "APPROVED AS NOTED".

- 3.08 The Engineer's review of drawings and data submitted by the Contractor will cover only general conformity to the drawings and specifications, external connections and dimensions which affect the layout. The Engineer's review of drawings returned marked "APPROVED" or "APPROVED AS NOTED" does not indicate a thorough review of all dimensions, quantities and details of the material, equipment, device or item shown and shall not in any way be deemed to relieve the Contractor from any responsibility for errors or deviations from the requirements of these contract documents, or from any liability placed upon him by any provisions of these contract documents.
- 3.09 All drawings and data, after final processing by the Engineer, shall become a part of these contract documents and the work shown or described thereby shall be performed in conformity therewith unless otherwise authorized by the Owner or the Engineer.

END OF SECTION 01340

PART 1 – GENERAL

1.01 Scope: The OWNER will employ and pay for the services of a qualified construction materials testing laboratory to perform specified services. The Owner's employment of a testing laboratory shall in no way relieve the Contractor of his obligation to perform the work in accordance with the Contract.

1.02 Inspection, Sampling, and Testing are required for:

1. SECTION 02200 – EARTHWORK

1.03 QUALIFICATION OF LABORATORY:

1. Owner shall secure the services of a State approved independent testing laboratory to perform specified testing. The Owner reserves the right to employ the ENGINEER to provide construction materials testing.

1.04 LABORATORY'S DUTIES:

- A. Upon notice cooperate with ENGINEER and CONTRACTOR to promptly provide qualified personnel.
- B. Perform specified inspections, sampling and testing of materials and methods of construction to ascertain compliance with requirements of contract documents and specified standards.
- C. Promptly notify ENGINEER and CONTRACTOR of irregularities or deficiencies of work observed during performance of services.
- D. Perform additional tests required by ENGINEER.
- E. Promptly prepare reports of inspections and tests including:
 - a. Date issued
 - b. Project title and number
 - c. Testing laboratory, name and address
 - d. Name and signature of inspector
 - e. Date of inspection or sampling
 - f. Record of temperature and weather
 - g. Date of test
 - h. Identification of product and specification section
 - i. Location of project
 - j. Type of inspection or test
 - k. Observations regarding compliance with contract documents
- F. Promptly distribute copies of reports of inspections and tests to:
 - a. ENGINEER
 - b. CONTRACTOR
 - c. Owner

1.05 CONTRACTOR'S RESPONSIBILITIES:

- A. Cooperate with laboratory personnel to provide access to work and to manufacturer's operation. Provide to laboratory in required quantities, preliminary representative samples of materials to be tested. When required, furnish copies of mill test reports. Furnish to laboratory, casual labor to obtain and handle samples at the site and to facilitate inspections and tests. Provide facilities for laboratory's exclusive use for storage and curing of test samples. Notify laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.

- B. Arrange and pay for additional samples and tests required for CONTRACTOR's convenience. When initial tests indicate work does not comply with contract documents, the CONTRACTOR may employ and pay for the services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing.

END OF SECTION 01410

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: The work required under this section consists of the final inspections, submitting of all closeout documents and related items to complete the work indicated on the drawings and described in the Specifications.

1.02 FINAL INSPECTIONS

- A. ENGINEER's Inspection: The CONTRACTOR shall make written request for a final inspection to the ENGINEER; notice to be given ten (10) days prior to the inspection. A list of any deficiencies, compiled by the ENGINEER, will be corrected by the CONTRACTOR. If, in his judgment, the project is not ready for a final inspection, the ENGINEER may schedule another inspection.
- B. OWNER's Inspection: After the ENGINEER has ascertained the project to be ready, an OWNER's inspection will be scheduled within ten (10) days thereafter. The CONTRACTOR will have ten (10) days after the OWNER's acceptance to make any corrections of punch list items and to submit closeout documents.
- C. Correction of work before final payment: CONTRACTOR shall promptly remove from the OWNER's premises, all materials condemned for failure to conform to the contract, whether incorporated in work or not, and CONTRACTOR shall, at his own expense, replace such condemned materials with those conforming to the requirements of the contract. Failure to remedy such defects after ten (10) days written notice will allow the OWNER to make good such defects and such costs shall be deducted from the balance due the CONTRACTOR or charged to the CONTRACTOR in the event no payment is due.

1.03 CLOSEOUT DOCUMENTS: Unless otherwise notified, the CONTRACTOR shall submit to the OWNER through the ENGINEER, five (5) copies of the following:

- A. Request for Final Payment.
- B. Consent of Surety Company to Final Payment: AIA Document G707, current edition, completed in full by the bonding company.
- C. Release of Liens and Certification that all Bills have Been Paid: AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the contractor to the owner stating that all bills for this job have been paid and that the owner is released from any and all claims and/or damages.
- D. Guarantee of Work: Sworn statement that all work is guaranteed against defects in materials and workmanship for one year from date of OWNER's acceptance, except where specified for longer periods.
 - 1. Word the guaranty as follows: "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year or such longer period of

time as may be called for in the contract documents for such portions of the work". All guarantees and warranties shall be obtained in the OWNER's name.

2. Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the OWNER, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the CONTRACTOR shall promptly, upon receipt of notice from and without expense to the OWNER, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the OWNER, is the result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and make good any work or materials or the equipment and contents of said project or site disturbed in fulfilling any such guaranty.
 3. If, after notice, the CONTRACTOR fails to proceed promptly to comply with the terms of the guaranty, the OWNER may have the defects corrected and the CONTRACTOR and his sureties shall be liable for all expense incurred.
 4. All special guarantees applicable to definite parts of the Work stipulated in the Specifications or other papers forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.
- E. **PROJECT RECORD DOCUMENTS:** Maintain one copy of all Contract Documents, Change orders, Submittals and other modifications to the Contract Documents in a clean, dry, legible condition apart from documents used for construction. At the completion of the project, deliver two sets of Record Documents to the Professional marked as follows:
1. **GENERAL:** Mark all modifications in red pencil. Keep record documents current. Do not permanently conceal any work until required information has been recorded.
 2. **CONTRACT DRAWINGS:** Legibly mark to record actual construction:
 - a) Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - b) Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - c) Field changes of dimension and detail.
 - d) Changes made by Change Order or Field Order.

3. PROJECT MANUAL AND ADDENDA: Legibly mark up each section of the Project Manual to record changes resulting from Addenda issued prior to bidding.
4. SHOP DRAWINGS: Maintain as Record Documents. Legibly mark drawings to record changes made after review.

F. ADDITIONAL DOCUMENTS SPECIFIED WITHIN THE SPECIFICATIONS:

GENERAL: Provide all additional certificates, warrants, guarantees, bonds, or documents as called for in the individual sections of the Specifications. The CONTRACTOR is responsible for examining the Specifications for these requirements.

END OF SECTION 01700

PART 1 - GENERAL

- 1.01 SCOPE: This work shall consist of clearing, grubbing, removing, and disposing of all undesirable materials within the limits of construction, except things designated to remain or to be removed in accordance with other provisions of the contract.
- 1.02 The Engineer will establish right-of-way lines, easement lines, material pit boundaries, and construction lines and designate all trees, shrubs, plants, and other things to remain.
- 1.03 It is the intent of these specifications that all desirable natural growth within the project areas be preserved where practical, and that all things which detract from the aesthetic value of the completed work, unnecessarily interfere with construction, or with future maintenance be removed. The Contractor shall be responsible for preserving all things designated to be salvaged or to remain. In areas where desired natural growth is designated to remain, the Contractor shall thin or trim shrubbery and live trees to the extent consistent with the intent of the Specifications. Use of methods or equipment which might mar or destroy vegetation designated for preservation will not be permitted.
- 1.04 RELATED WORK ELSEWHERE:
- A. Section 02300 – Earthwork

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

- 3.01 GENERAL:
- A. Clearing will be determined as areas where all surface objects, debris, trees, stumps, roots, and other protruding or underground obstructions, not designated to remain, shall be cleared and grubbed (including mowing, as required).
- B. Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and thoroughly compacted as specified.
- C. All operations shall be conducted in such a manner as to prevent damage to anything that is to remain on the project site or to adjacent property.
- D. Burning of perishable material shall be done only in accordance with applicable laws, ordinances, and regulations. If not burned, materials and debris shall be removed from the project site and disposed of in an acceptable manner.
- E. Low hanging and unsound or unsightly branches on trees or shrubs designated to remain shall be removed as directed. All trimming shall be done by skilled workmen and in accordance with good tree surgery practices. An approved asphaltum base paint prepared specifically for tree surgery shall be furnished and applied by the Contractor to cut or scarred surfaces on trees or shrubs selected to remain.

SECTION 02210**SITE CLEARING AND GRUBBING**

- F. Contractor shall remove from site and dispose of properly all waste materials. Storage of waste materials on site will not be permitted.

END OF SECTION 02210

PART 1 - GENERAL

- 1.01 SCOPE: This item shall consist of furnishing all labor, equipment, tools, and incidentals, and performing all earthwork including excavation, clearing, grubbing, stripping, scarifying, borrow, haul, placing, compacting, shaping, disposal of unsatisfactory materials, and other work incidental to a complete job in accordance with these specifications, the contract drawings, and directions of the Engineer.
- 1.03 QUALITY ASSURANCE: Test on soil for controlled fill shall be performed by an independent testing laboratory employed by the Owner.
- 1.04 SUBMITTALS: Testing laboratory reports that material for controlled fill meets requirements of this section.

PART 2 - PRODUCTS

- 2.01 MATERIAL FOR CONTROLLED FILL:
- A. Fill materials for the dam repair shall be obtained from required excavations and borrow areas designated on plans. The selection, blending, routing and disposition of materials in the fill shall be subject to approval by the Engineer.
 - B. Fill materials shall contain no sod, brush, roots, or other perishable materials or rock particles larger than six inches (6").
- 2.02 All brush, grass, shrubs, vines, logs, uprooted stumps, or cut or fallen trees, or organic or other deleterious material within the area established on the plans for construction, shall be removed from the site or burned to the satisfaction of the Engineer. All trees that will interfere with the proposed construction shall be removed to a depth of 2 feet below the proposed finished grade. Owner will flag (orange) trees that remain.
- 2.03 In general, the entire area shall be kept in reasonably tidy condition throughout the period of construction.
- 2.04 All holes made by clearing operations shall be filled with clean material suitable to the Engineer and compacted to a density approximately that of the adjacent undisturbed ground.

PART 3 - EXECUTION

- 3.01 EXCAVATION:
- A. All suitable topsoil shall be stripped from the area within the construction limits and stockpiled for use in dressing out slopes before sodding.
 - B. All excavations shall be made to proper depth and correct line.
 - C. Once topsoil has been removed and excavations made to proper depth, the foundation surfaces shall be compacted, scarified, and have an adequate water content to insure binding with the first lift of fill material.

- D. Rough excavation must be stopped at least 3" from finished grade; fine excavation and dressing must be done by hand to the required depth.
- E. The Contractor shall provide, operate, and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, tanks, etc., free from seepage, sanding, or running water at all times throughout the period of construction.
- F. A loaded tandem-axle dump truck or similar pneumatic tired equipment with a minimum weight of 15 tons and a maximum weight of 25 tons should be used to "PROOF" roll the exposed sub-grade prior to placing fill or construction of foundations.
- G. The Contractor shall assume all responsibility for security of the excavation required, employing bracing, lining, or other accepted means necessary to accomplish same.
- H. Excavated area shall be cleared of all debris, water, slush, muck, and soft, unsound, loose, or other foreign matter, and shall be conditioned to the satisfaction of the Engineer.
- I. All ditching shall be cut to line, grade, and dimensions as required.
- J. The final exterior grade shall be dressed to easy contours.

3.02 FILLING AND BACKFILLING:

- A. The fill material shall be compacted in thin lifts not exceeding nine (9) inches in loose measure to a density which is equal to at least 95% of the Standard Proctor Density (ASTM D 698) for the material selected at or above of the optimum moisture content.
- B. Mechanical hand tamping will be allowed in areas which are inaccessible to the above method; however, 95% Standard Proctor Density shall be obtained at lifts not exceeding 5 inches.
- C. Field Density tests shall be performed on each lift to ensure that proper compaction has been achieved. Subsequent lifts shall not be made until approval from the Engineer has been received.
- D. If the surface of any lift becomes too hard and smooth for proper bonding with the succeeding lift, it shall be scarified to a depth of not less than 2 inches before the next lift is placed.
- E. Newly graded areas shall be protected from traffic and from erosion and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and graded re-established to the required elevations and slopes. All work shall be conducted in accordance with the protective cover requirements of this contract.
- F. Surplus material resulting from the prosecution of excavation and backfill shall be used in grading the site as directed by the Engineer, but in no case shall it be placed in adjacent lands.

- G. Surplus fill material shall be placed in layers not exceeding 12" in depth and shall be compacted with bulldozers, or approved means.

3.03 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIALS:

- A. Any material encountered which, in the opinion of the Engineer, is unsuitable for use in the work, shall be removed and disposed of as directed. No excavation shall be wasted without permission of the Engineer. Surplus excavation shall be disposed of as directed, some in uniformly widening embankments or flattening slopes. Waste excavation shall be left presenting a neat appearance and well drained. Excavation material in excess of on-the-site requirements shall be hauled and deposited at a site provided by the Contractor. All excess materials shall be graded to a pleasing appearance and shall be smoothed suitable for mowing.
- B. Soils from ditch excavation shall be spread and leveled to blend with the ground contours and as to present a well-drained, pleasing appearance.

3.04 FINISH GRADING:

- A. Contractor will control grading to prevent water drainage into excavated areas of project or from damaging other structures.
- B. Contractor shall insure drainage away from all buildings and other structures.
- C. The finished surfaces shall be reasonably smooth and compacted to a density previously specified.
- D. The degree of finish shall be that ordinarily obtainable from motor grader operations, except as otherwise specified.
- E. The surface of areas on which pavement is to be placed shall not vary more than 0.05 feet from the established grade.

END OF SECTION 02200

PART 1- SCOPE

- 1.01 The work shall consist of furnishing all labor, equipment, materials (lime and soil), mixing lime and soil, placement, and compaction of the soil-lime mixture and incidentals associated with performing earthwork necessary for the dam repair including excavation, clearing, grubbing, stripping, scarifying, borrow, haul, placing, compacting, shaping, disposal of unsatisfactory materials, and other work incidental to a complete job in accordance with these specifications, the contract drawings, and directions of the Engineer.

PART 2 – MATERIALS**2.01 SOIL MATERIAL:**

- A. Fill materials for this project shall be obtained from required excavations and borrow areas designated on plans. The selection, blending, routing and disposition of materials in the fill shall be subject to approval by the Engineer.
- B. Fill materials shall contain no sod, brush, roots, or other perishable materials or rock particles larger than two (2) inches in any dimension.

- 2.02 WATER shall be clean and free from injurious amounts of oil, alkali, organic matter or other deleterious material. Generally water should be obtained from a potable source approved by the Mississippi State Health Department.

2.03 HYDRATED LIME

- A. Hydrated lime shall meet the requirements of ASTM C977, except that at least 85% by weight of the lime shall pass the no. 200 sieve.
- B. Manufacturer or Supplier shall furnish certified test reports with each shipment indicating the lime meets the requirements.

2.04 EQUIPMENT

- A. All equipment necessary for the proper construction of the work shall be on the job prior to the start of lime treatment operations. Unless otherwise specified, mix equipment shall include the combined use of disk plows and rotary mixers. Disks shall be at least 22 inches in diameter and rotary mixers shall be capable of mixing lifts at least 9 inches thick, traveling at a minimum speed of 4 mph, and covering a minimum width of 6 feet. Tractor mounted rotary hoes that meet these requirements may be used when approved by the Engineer.
- B. Compaction equipment may be small motorized equipment that will operate within the limited site area or hand operated vibrators or plate compactors that will accomplish the specified compaction.

PART 3 – EXECUTION**3.01 SITE PREPARATION**

- A. The contractor shall prepare and mix the lime treated soils in the mixing area identified on the drawings or in areas furnished by the Contractor.
- B. Prior to start of lime treatment operations, the area used for mixing and curing shall be stripped of topsoil and graded to a relatively smooth and uniform surface.
- C. After the area is no longer required for mixing, it shall be regarded as required, disked to a depth of 4 inches, and covered uniformly with the removed topsoil.

3.02 LIME PROPORTIONING

- A. Test specimens shall be used to determine the minimum percentage of hydrated lime required to change the behavior of dispersive clays to non-dispersive (ND-1 or ND-2).
- B. A modification of the pin hole test shall be used to determine the minimum amount of hydrated lime necessary to make the clay behave as a non-dispersive soil, but a minimum amount of hydrated lime used will not be less than 2% in any case (typical values range from 2% - 3%).
- C. Adjustment in the amount of lime may be required as the work progresses and shall be made as directed by the Engineer.

3.03 LIME APPLICATION

- A. Lime shall not be applied when the temperature is below 40°F or expected to drop below 40°F within 24 hours.
- B. Lime shall not be applied when the wind velocity is such as to hinder effective application or cause pollution by drift outside the work area.
- C. The hydrated lime shall be uniformly applied in dry form on the soil surface at the specified rate and lightly sprinkled with water to minimize dusting and blowing.

3.04 MIXING

- A. The soil, lime and water shall be mixed by disking and use of rotary mixers until a uniform mixture is obtained. During initial mixing with the dry lime, a minimum of two cycles of water application followed by mixing with disks and rotary mixers shall be accomplished.
- B. The depth of the lift for soil to be mixed with lime shall be greater than the depth that can be effectively mixed by the equipment. The cycle of watering and mixing shall continue until the soil and lime mixture has been thoroughly broken up, and a uniform distribution of lime and water has been obtained. When mixing is

complete, the water content of the mix shall not be less than standard optimum water for the soil-lime mixture, when tested in accordance with ASTM D 698, Method A.

- C. The mixing of lime, soil and water shall be completed in the same workday it is started.
- D. Daily process control logs shall be maintained throughout the mixing operation. These records shall include, at a minimum, rates for the soil, lime, water used during mixing.
- E. The soil-lime mixture shall be sealed with a pneumatic roller and allowed to cure a minimum of 48 hours prior to placement. No soil-lime mixture shall be placed without prior acceptance by the Engineer based on his review of process control logs and test results.
- F. After the required curing period and before use as earthfill, the soil-lime mixture shall be thoroughly remixed.
- G. After mixing has been completed, the soil-lime mixture shall be transported to the placement area and placement and compaction shall be accomplished.

3.05 PLACEMENT

- A. Soil-lime mixture shall not be placed until the required excavations and subgrade preparations have been completed and the subgrade has been inspected and approved by Engineer.
- B. Immediately before placement of the soil-lime mixture, the subgrade shall be scarified and watered to create a water content that shall allow suitable bonding of the soil-lime mixture. When additional layers are placed on previously placed layers that have dried or crusted, the surface shall be scarified prior to placement of the soil-lime mixture.
- C. The water content of the mixture at the time of placement and compaction shall be at least equal to standard optimum moisture when tested in accordance with ASTM D 698. Method A or
- D. The soil-lime mixture shall be placed in the specified areas in 6" compacted lifts.
- E. No soil-lime mixture shall be placed, spread, compacted while the subgrade or soil-lime mixture itself is frozen, saturated, or desiccated. No construction shall be allowed during unfavorable weather conditions or during periods of precipitation.

3.06 COMPACTION

- A. Each soil-lime mixture lift shall be compacted to a minimum of 95% of the maximum dry density as determined by the standard proctor test, ASTM-D698.

SECTION 02360**LIME TREATED SOILS**

- B. To achieve the specified compaction on each lift, the contractor shall use a self-propelled compactor equipped with steel kneading feet capable of fully compacting the loose lift.

END OF SECTION 02360

SECTION 02370

EROSION AND SEDIMENT CONTROL MEASURES

PART 1 - GENERAL

- 1.01 SCOPE: This item shall consist of furnishing all labor, materials, equipment, tools, and incidentals associated with installing temporary erosion control items to minimize sediments and other pollutants into water and air during construction activities.

PART 2 - MATERIALS

Not Applicable.

PART 3 - EXECUTION

3.01 EROSION AND SEDIMENT CONTROL

1. CONSTRUCTION SCHEDULING: Earthwork shall be accomplished in a manner so that the smallest possible areas are left unprotected for the shortest feasible time.
 2. STREAM FLOW: Contractor shall provide for passage of normal stream flow and storm water run off through the construction site in a manner to minimize erosion and sediment movement.
 3. SEEDING AND MULCHING: Vegetative cover will be applied to disturbed areas for permanent and temporary protection as soon as final grades and slopes are achieved.
 4. DIVERSIONS: Diversion ditches or berms are to be used to divert surface run off away from work areas and to collect run off from work areas for treatment and safe release.
 5. SEDIMENT FILTERS: Hay bale or silt fencing shall be used to trap sediment from areas of limited run off. This temporary device shall be removed when no longer needed.
 6. SEDIMENT TRAPS: Traps shall be used as needed to settle and filter out sediment from polluting properties and streams below project site. The basin shall have a slow release pipe spillway to drain the basin.
 7. All pollution control measures and works shall be adequately maintained in a functional condition as long as needed during construction operations. All temporary measures shall be removed once permanent measures are in place.
- 3.02 TEMPORARY FACILITIES: Temporary facilities used on the construction site shall be a container unit, emptied as needed, and removed when construction is complete.
- 3.03 AIR POLLUTION: The burning of brush and cleared material shall adhere to local and State regulations and ordinances. Fire prevention measures shall be taken to prevent the start or spreading of wild fires resulting from project work.

END OF SECTION 02370

PART 1 - GENERAL

DESCRIPTION: This work shall consist of furnishing if required, excavating, stockpiling if necessary, transporting, spreading, compacting, and finishing topsoil as specified or directed.

PART 2 - PRODUCTS

- 2.01 Topsoil shall be a well-graded soil of good uniform quality, without detrimental admixture of subsoil, refuse, or foreign material and reasonably free of hard clods, stones, cement, brick, slag, concrete, sticks, or other undesirable materials harmful to plant life.
- 2.02 When indicated in the contract, topsoil shall be salvaged from within the construction limits. The topsoil shall be removed only from areas and to depths designated by the Engineer.
- 2.03 ON-SITE MATERIALS:
- A. Areas from which topsoil is to be obtained shall be mowed and cleared of foreign materials to the satisfaction of the Engineer.
 - B. The approved area shall be excavated neither deeper than the limits of good topsoil nor than necessary to produce sufficient volume to cover the designated areas.
 - C. If strats or seams of unsuitable material are encountered during the excavation of topsoil, the material shall be removed from the topsoil. If considered necessary, the area shall be abandoned and satisfactory material produced from other sources.
 - D. Topsoil shall either be transported or stockpiled on well drained areas approved by the Engineer, or transported, deposited, and processed directly on designated areas which have been finished, prepared, and approved to receive the topsoil. The Contractor shall spread or dispose of, as directed, all surplus material left in stockpiles without cost to the Owner.
- 2.04 OFF-SITE MATERIALS:
- A. Before mining the material, approved areas shall be mowed and raked and cleared of foreign materials to the satisfaction of the Engineer.
 - B. Approval of a pit will, in general, constitute acceptance of the material as meeting the requirements of the specifications, provided:
 - 1. Mining of the material is confined to horizontal and vertical limits specified, and the mining is performed in an approved manner.
 - 2. When previously approved excavation limits or mining methods result in the production of unsatisfactory material, mining shall be halted until corrective measures are taken to assure production of satisfactory material.

3. The inability to maintain a normal, approved mining operation in a given pit will be cause for abandonment of that pit.
- C. It is intended that approved mining operations shall include the mixing or blending of materials that will insure a homogeneous mixture complying with the requirements of the contract.
- D. For pits proposed by the Contractor, the Contractor shall obtain and submit for testing representative samples taken at places designated by and witnessed by the Engineer or his representative. If deemed advisable, the Engineer may take the samples, and the Contractor shall furnish the assistance required. Based on test results, the Engineer will approve lateral and depth limits of satisfactory materials.
- E. The Engineer may, at his discretion, sample the material at any point prior to spreading on the road. This sampling and testing will be for the purpose of determining whether or not corrective measures should be taken.
- F. Material produced and approved as provided herein, will be accepted as meeting all requirements at the point of final loading for delivery and incorporation into the work.
- G. Approved topsoil, mined as prescribed, shall be transported and deposited and processed directly into its final position on designated areas which have been finished, prepared, and approved unless temporary stockpiling is required or permitted by the Engineer. In case stockpiling is required or permitted, the Contractor shall spread or dispose of, as directed, surplus material left in the stockpile without cost to the Owner.

PART 3 - EXECUTION

- 3.01 The conditioning of areas to be plated will depend on the type of existing soil as cut slopes or fill slopes. Conditioning shall be performed so as to secure a bond between the existing soil and the topsoil. Unless otherwise directed, the area to be plated shall be shaped and dressed to the required line, grade, and typical section; disk-harrowed to a depth of at least two inches; and be reasonably free of large clods and stones (exceeding three inches in diameter) and other foreign materials before topsoil is deposited. On non-tillable slopes, the areas shall be shaped and dressed to the required section, and the Contractor shall cut trenches or burrows approximately six inches deep and approximately 24 to 36 inches apart, as directed by the Engineer dependent upon the steepness of the slope, and on approximate contours. Surplus material from trenching shall be uniformly spread over the area to be plated or otherwise disposed of in a satisfactory manner. In no case shall topsoil be placed on slopes until conditioning of the areas has been approved.
- 3.02 It is intended that the application and incorporation of fertilizer, and other erosion control work will constitute continuous construction, and the Contractor shall so organize his overall operation accordingly. When the Engineer has determined that the Contractor has made suitable arrangements to carry out these operations as indicated, topsoil shall be deposited on approved areas and spread to the required depth and section. When

the required depth of plating material exceeds eight inches, it shall be placed in two or more approximately equal layers of no more than eight inches each.

3.03 After spreading and shaping of the topsoil, compaction shall be performed to the degree that will provide a firm layer having a density of at least what might be expected from one complete coverage of a crawler type tractor track while the material is at a satisfactory moisture content.

3.04 COMPACTED DEPTH OF TOPSOIL:

- A. Topsoil shall be deposited and spread in sufficient quantity so that when compacted it will have the depth specified in the contract.
- B. Determination of depth will be made at random and recorded following compaction of each plated area (lot) of approximately 20,000 square feet and more often if determined by the Engineer to be necessary to control the specified depth. The depth of each lot checked will be the average of at least two and not more than four measurements taken within a square yard area. Except as provided in the following two paragraphs, the average depth of each lot shall vary from the specified depth by more than one inch or twenty-five (25) percent of the specified depth, whichever is larger. The average depth of the entire area topsoiled (the average of the depths of the individual lots) shall not vary from the specified depth by more than one inch.
- C. Topsoil measured and paid for on a cubic yard basis may exceed the stated plus tolerances, provided the finished surface is uniform, does not obstruct drainage, and otherwise meets the approval of the Engineer.
- D. Topsoil specified to be measured and paid for on a square yard basis may exceed the stated plus tolerance and remain in place provided the finished surface is uniform, does not obstruct drainage, and otherwise will be made for the excessive material placed. The removal of excessive topsoil shall be at the election of the Contractor at his expense.

END OF SECTION 02484

SECTION 02920

SEEDING, FERTILIZING, AND MULCHING

PART 1 - GENERAL

SCOPE: This Section covers all operations in connection with seeding, fertilizing, and mulching the areas disturbed by the construction activities.

PART 2 - PRODUCTS

2.01 Seeds shall be uniform mixtures of the following kinds and properties:

KIND	GROUP 1 Pounds Per Acre	GROUP 2 Pounds Per Acre	GROUP 3 Pounds Per Acre
Common Bermuda	15	--	--
Bahiagrass	40	40	40
Crimson Clover	--	20	10
Common Bermuda (unhulled)	--	15	25
Winter Rye (Marshall)	--	--	20

2.02 Fertilizer shall be 13-13-13 commercial grade type.

2.03 Mulch shall consist of locally available weed-free strain.

PART 3 - EXECUTION

3.01 APPLICATION:

- A. Seed, mulch, and fertilize all areas disturbed by construction operations, except those areas to be surfaced with clay gravel, limestone, concrete, asphalt, or solid sod.
- B. Before fertilizing and seeding, clear all ground surfaces of stones, trash, weeds, construction materials, and other material which could interfere with the seeding, grass growth, and future grass maintenance.
- C. Before seeding, apply 30 pounds per 1000 square feet of fertilizer and incorporate it uniformly into the soil at least 3 inches deep by discing and harrowing.
- D. Times of sowing and seed mixtures required are as follows:
 - 1. March 1 to August 31: Use Group 1 only.
 - 2. September 1 to November 15: Use Group 2 only.
 - 3. November 16 to February 28: Use Group 3 only.
- E. All seeds shall be covered lightly with soil by raking, rolling, or other approved methods, and the area compacted with a cultipacker.
- F. Cover the seeded areas specified with a layer of weed-free straw at the rate of 2 tons per acre.

SECTION 02920

SEEDING, FERTILIZING, AND MULCHING

- G. Water and maintain the seeding, sodding, and sprigging until satisfactory grass growth has been established, and at least until final project acceptance.
- H. On a Project involving a building or similar structure with brick façade the contractor shall provide a blanket of weed-free straw mulch around the perimeter of the building and extending 6 feet from the perimeter within 48 hours of the brick exterior being placed. Contractor shall maintain the straw bed until the project is complete or permanent vegetation is established.

3.02 EROSION CONTROL APPLICATION RATES:

<u>ITEM</u>	<u>RATE</u>
Agricultural Limestone	2 Tons/Acre
Commercial Fertilizer (13-13-13)	0.5 Tons/Acre
* Ammonium Nitrate	0.2 Tons/Acre
Vegetative Materials for Mulch	2 Tons/Acre
* Apply after growth of vegetation is established.	

END OF SECTION 02920

PART 1 – GENERAL

1.01 SCOPE: This Section covers installing solid sod on embankment areas disturbed by construction activities as noted on the construction drawings.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, apply to this Section.

1.03 SUMMARY

A. This Section includes the following:

1. Fine grading and preparing lawn areas.
2. Furnishing and applying new topsoil.
3. Furnishing and applying soil amendments.
4. Furnishing and applying fertilizers.
5. Sodding new lawns.
6. Replanting unsatisfactory or damaged lawns.

1.04 SUBMITTALS

A. Product data for Soil Amendments and Fertilizer

B. Certification of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful grass establishment.

B. Topsoil Analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.

1. Report suitability of topsoil for lawn growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any lime, aluminum sulfate, or other soil amendments to be added to produce a satisfactory topsoil.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Sod: Harvest, deliver, store, and handle sod according to the requirements of the American Sod Producers Association's (ASPA) "Specifications for Turfgrass Sod Materials and Transplanting/Installing."

1.07 COORDINATION AND SCHEDULING

- A. Planting Season: Install sod during normal planting seasons for type of lawn work required. Correlate planting with specified maintenance periods to provide required maintenance from date of Substantial Completion.
- B. Weather Limitations: When conditions are such that by reason of drought, excessive moisture, or other factors, than satisfactory results are not likely to be obtained, work shall cease and be resumed when desired results are likely to be obtained.

1.08 MAINTENANCE

- A. Begin maintenance of lawns immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Sodded Lawns: 15 days after Substantial Completion.
- B. Maintenance shall consist of watering, replanting, maintaining existing grades, and repair of erosion damage as specified and any other work incidental to proper maintenance. One mowing shall be performed at the time that the grass obtains a height of three inches (3"). At that time it shall be mowed to at height of one and a half inches (1-1/2"). Repeat mowing as required to maintain specified height without cutting more that 40 percent of the grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings, to maintain grass height of 1½" – 2". The maintenance period shall continue for a **180** day period after completion of turfing operations or until a uniform stand of grass is established.
- C. Maintenance watering shall consist of weekly watering. Water shall be applied over the entire planted area until the soil is thoroughly wet to a depth of four (4") inches. During and following effective rainfall, watering shall be discontinued. If no irrigation system is available, water shall be applied using portable aluminum lines with rotating sprinklers.
- D. When the surface to be turfed becomes gullied or otherwise damaged or repair work is required due to faulty operations or negligence on the part of the contractor, repair work shall be performed at not additional cost to the owner.
- E. Inspection and Acceptance: Final acceptance will be made on completion of a 180 day maintenance period. Acceptance of the established turf will be determined by visual inspection. Existence of erosion problems or dead and drying sod will not be acceptable. A healthy growing turf is expected with not more that five percent (5%) bare areas. Sodded lawns will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy uniform close stand of the specified grass is established, free of weed, bare spots and irregularities.

- F. Post fertilization: Apply fertilizer to lawn after first mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least 1 lb. per 1000 sq. ft. of lawn area.

PART 2 - PRODUCTS**2.01 SOD**

Strongly rooted Common Bermuda sod, not less than 3 years old, from off site source; free of weed, undesirable plants, large stone and other materials detrimental to development and maintenance of the lawn. Sod shall consist of ninety-five (95%) of the specified grass (Common Bermuda). Sod that fails to meet requirements shall be rejected.

2.02 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7.4 percent organic material minimum, free of stones 1 inch or larger in any dimension, and other extraneous materials harmful to plant growth.

2.03 SOIL AMENDMENTS

- A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent. Provide lime in the form of dolomitic limestone.
- B. Aluminum Sulfate: Commercial grade, unadulterated.

2.04 FERTILIZER

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the amounts recommended in soil reports from a qualified soil-testing agency.

2.05 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Fiber Mulch: Biodegradable dyed-wood cellulose-fiber mulch, nontoxic, free of plant growth or germination-inhibitors, with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

2.06 EROSION-CONTROL MATERIALS

- A. Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.

- B. Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, 0.92 lb per sq. yd. minimum, with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 - EXECUTION**3.01 EXAMINATION**

- A. Examine areas to receive solid sod for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until satisfactory conditions have been corrected.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

3.03 PLANTING SOIL PREPARATION

- A. Limit sub-grade preparation to areas that will be planted in the immediate future.
- B. Loosen sub-grade to a minimum depth of 4 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter.
- C. Mix soil amendments and fertilizers with topsoil at rates recommended. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days. Either mix soil before spreading or apply soil amendments on surface of spread topsoil and mix thoroughly into top 4 inches of topsoil before planting.
- D. Spread topsoil to depth required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if topsoil or sub-grade is frozen.
- E. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, or where existing topsoil is sufficient to support plant growth, prepare soil as follows:
 1. Remove and dispose of existing grass, vegetation, and turf. Do not turn over into soil being prepared for lawns.
 2. Till or scarify surface soil to a depth of at least 4 inches. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches of soil. Trim high areas and fill in depressions. Till soil to a homogenous mixture of fine texture.
 3. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

4. Remove waste material, including grass, vegetation, and turf, and legally dispose of it off the Owner's property.
- F. Grade lawn and grass areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches in any dimension, and other objects that may interfere with planting or maintenance operations.
- G. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- H. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.04 SODDING NEW LAWNS

- A. Lay sod to form a solid mass with tightly fitted joints. Tamp or roll lightly to form a uniform surface. Top dress minor cracks with fine sand. Saturate sod with a fine water spray immediately after planting. If no irrigation system is available, water as necessary until a sufficient root system is established.

3.0 SATISFACTORY LAWN

- A. Sodded lawns will be satisfactory provided a healthy, uniform, and well rooted lawn is established, free of weeds, open joints, bare spots exceeding 5" in diameter, and surface irregularities.
- B. Replant lawns that are unsatisfactory.

3.06 CLEANUP AND PROTECTION

- A. Promptly clean the entire project area of all trash and other debris and all unused or salvaged materials resulting from sodding or hydro-edging operations. After completion of the work, remove all spoil piles and sweep or rake the entire project area clean. Protect newly planted areas from traffic until lawn is established.

3.07 SOIL AMENDMENTS SCHEDULE

- A. Provide soil amendments as recommended by soil report.

END OF SECTION 02930