

SPECIFICATIONS
FOR
**U.S. HIGHWAY 49 AT 18TH STREET
DRAINAGE IMPROVEMENTS**



PREPARED FOR AND BY THE

**CITY OF GULFPORT
DEPARTMENT OF ENGINEERING
4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5815
Fax: 228-868-5822**

SET NO. _____

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SECTION 00000
BIDDERS CHECKLIST

- Request Permission to Subcontract
- Bid Proposal
- Bid Bond

CITY OF GULFPORT
U.S. HIGHWAY 49 AT 18TH STREET DRAINAGE IMPROVEMENTS
GULFPORT, MISSISSIPPI

ADVERTISEMENT FOR BIDS

Sealed bids for the Drainage Improvements on 18th Street at US 49 to Brickyard Bayou will be received by the City of Gulfport, at the office of the Procurement Department located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 10:00 a.m. local time on October 21, 2020, at which time the Bids received will be publicly opened and read.

Scope of Work: the project includes, but is not limited to, installation of approximately 3250 linear feet of 18-inch to 72-inch RCP Storm Drain; jack and bore of storm drain under KCS Railroad; 72-inch headwall at Brickyard Bayou; road restoration; vegetation re-establishment; and other related work

Bids will be received from a single prime Contractor. Bids shall be on a unit price basis, as indicated in the Bid Form and bid award will be to the lowest and best bid submitted.

This Issuing Office for the Bidding Documents is Neel-Schaffer, Inc., 772 Howard Avenue, Biloxi, MS 39530, (228)374-1211. Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday (between the hours of 8:00 A.M. and 5:00 P.M.). Copies of the Bidding Documents may be obtained from the Issuing Office as described below.

Bid documents are available via paper or digital copy. Interested bidders are required to log-in or register for an account at www.neel-schafferplans.com to view and order bid documents. A valid email address is required for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders can be directed to Plan House Printing at 228-248-0181.

"The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814."

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

A pre-bid conference will be held at 10:00 a.m., local time on October 9, 2020, via teleconference. Bidders are asked to join the video conference at the following link: <https://neelschaffer.zoom.us/j/92933577635?pwd=bXhHM11M2doWnVROW9zTVZ1ajBndz09>
The Zoom Meeting ID is 929 3357 7635 and Password is 766603. Bidders without access to a computer are asked to call into 1-312-626-6799 and use Meeting ID 929 3357 7635# to join the conference. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Bid security shall be furnished in accordance with the Instruction to Bidders.

For bids exceeding \$50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident contractor's state, then the non-resident contractor may provide a statement to that effect.

This project is funded fully or partially with Federal funds provided through Mississippi Development Authority, utilizing Supplemental Community Development Block Grant Funds from the Department of Housing and Urban Development; the successful bidder must comply with all applicable federal, state and local requirements contained in the Contract Documents, including but not limited to Section 3, Davis-Bacon Federal Wage Regulations, E-Verify, etc., as identified in the bid proposal packet as "HUD Contract Provisions for Construction Contracts". All Women and Minority and Section 3 Contractors are encouraged to apply.

Section 3: This project is covered by the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low to very low-income persons and businesses residing in the community where the project is located. Section 3 businesses are encouraged to submit a bid as any responsive, responsible bidder that qualifies as a Section 3 Business Concern will be given a preference during evaluation. A bidder selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The Owner reserves the right to waive any informalities or to reject any or all bids.

Published by order of the Gulfport City Council; this the 8th day of September, 2020.

Publish Dates:

September 10, 2020

September 17, 2020

SECTION 00200
INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Gulfport (herein called "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at 1410 24th Avenue, Hardy Building, 2nd floor, Gulfport, MS 39501, either by mail or hand delivery, until 10:00 A.M., Local Time, on **OCTOBER 21, 2020**. Promptly thereafter, the bids will be publicly opened and read aloud.

The envelopes containing the bids must be sealed, addressed to the City of Gulfport at Hardy Building, Gulfport, MS 39501, and designated as Bid for:

U.S. HIGHWAY 49 AT 18TH STREET DRAINAGE IMPROVEMENTS
GULFPORT, MISSISSIPPI

Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

2. METHOD OF BIDDING

Owner invites the following bid(s):

A unit price proposal for the entire project.

3. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces must be filled in, in ink or typewritten, in both words and figures. In case of a discrepancy between words and figures, the words will govern and the figures will be corrected. In case of a discrepancy between unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected. In case of a discrepancy between the sum of extensions and the stated sub total or total, the corrected sub total or total will govern.

The Bidder understands that Additive Alternate unit costs may be required to be submitted in the Bid Proposal; however, the individual unit costs for each specific line

item of work required within each Alternate shall not exceed the individual unit costs for the same specific line item of work contained in the Base Bid, regardless of quantity. Any Deductive Alternates shall not be less than the individual unit costs for the same specific line item of work contained in the Base Bid, regardless of quantity.

The project is funded in whole or in part with Federal CDBG, Katrina Disaster CDBG or HOME Investment Partnership Funds provided by the Department of Housing and Urban Development, all Federal Regulations regarding these funding sources apply. TO BE CONSIDERED A RESPONSIVE BIDDER YOUR BID SUBMISSION MUST CONTAIN THE COMPLETED AND SIGNED SECTION 3 REQUIREMENTS AND APPLICABLE CERTIFICATONS FOUND IN APPENDIX B - THE CITY OF GULFPORT FEDERAL CONSTRUCTION CONTRACT PROVISIONS SECTION, ATTACHMENT A – ATTACHMENT F OF THESE CONTRACT DOCUMENTS.

Each bid must be submitted in a sealed envelope addressed to Owner, and designated as Bid for:

**U.S. HIGHWAY 49 AT 18TH STREET DRAINAGE IMPROVEMENTS
GULFPORT, MISSISSIPPI**

and bearing on the outside the name of the bidder, his address, and the Bidder's Certificate of Responsibility number. If Bidder does not have a Certificate of Responsibility number he can only bid on public projects fifty thousand dollars or less (\$100,000 for private projects) and must provide a statement on the outside or exterior of the envelope or container containing his bid to the effect that the bid enclosed therewith does not exceed fifty thousand dollars (\$50,000.00) (\$100,000 for private projects). If forwarded by mail, the sealed envelope containing the bid must be prepared as specified in the bid form and enclosed in a second envelope addressed to Owner.

4. QUALIFICATIONS OF BIDDER

Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to Owner all such information and data for this purpose as Owner may request. Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The owner may consider either of the following reasons as being sufficient for the disqualification of a bidder and the rejection of the bidder's proposal:

- (a) Submission of more than one proposal for the same work from an individual, partnership, firm or corporation under the same or different name(s),

- (b) Evidence of collusion among bidders. Participants of such collusion may be disqualified for future work of the Owner, and
- (c) If the Bidder has been placed in default on another project with the Owner.

5. BID SECURITY

Each bid must be accompanied by a bid security (which may be prepared in the form of a bid bond), duly executed by the bidder as principal and having as surety thereon a surety company approved by Owner, in the amount of five percent (5%) of the bid, or a certified check in the amount of five percent (5%) of the bid. Such bid securities will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining bid bonds will be returned promptly after Owner and the accepted bidder have executed the contract, or if no award has been made within sixty (60) days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Cash will not be accepted as bid security.

6. FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract, and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to Owner. Cash bonds will not be accepted.

8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of Owner and to fully complete the base bid project within One Hundred and

Eighty (180) calendar days thereafter. If Additive Alternative A is chosen, and additional Sixty (60) calendar days will be added to the Contract Time.

Bidder must agree also to pay as liquidated damages the sum of Eight Hundred and Thirty Dollars (\$830.00) for each consecutive calendar day thereafter, as hereinafter provided in Article 3.2 of the Agreement between Owner and Contractor.

9. DEFINITION OF A WORK AND CALENDAR DAY

A work day will consist of a calendar day with the exception of the days listed below, on which weather conditions are such that Contractor could proceed with the construction operations for eight (8) daylight hours within the regular work hours, defined 7:00 AM to 7:00 PM, Local Time, with the normal work forces engaged in performing phases of the work that should be in progress.

(A) Saturdays and Sundays will not normally constitute work days.

(B) Certain Nationally Recognized Legal Holidays, specified as follows:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

(C) Days on which delays are attributable to unforeseen disastrous phenomena of nature such as hurricanes, tornadoes, etc., which are deemed to unavoidably prevent prosecuting the work.

A "calendar day" is 24 hours measured from midnight to the next midnight.

10. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the liquidated damages provision for failure to complete the work by the specified date. Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

Insofar as possible, 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.

11. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

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. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. All questions shall be directed in writing to Neel-Schaffer (richie.ashley@neel-schaffer.com) and to be given consideration must be received by October 14, 2020 at 10:00AM. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the bidding documents which, if issued, will be transmitted electronically to all plan holders, not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable **Federal and State Laws**, municipal ordinances, **applicable permits** and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

No person, firm or corporation shall be allowed to make, file or to be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation who has submitted a sub proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting sub proposal or quoting prices to other Bidders.

14. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If, at the time this Contract is to be awarded, and the lowest base bid, with or without bid alternates, does not exceed the amount of funds available to finance the project, the Owner has the following options:

1. Reject all bids,
2. Award the Contract on the basis of the lowest base bid, or
3. Award the Contract on the basis of alternate bids, or any combination of alternates.

The Owner reserves the right to cancel the award of a contract any time prior to the execution by all parties without liability against the Owner.

15. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including the addenda). 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 of his bid.

16. FINAL COMPLETION OF WORK

Upon satisfactory completion of Work, Owner shall issue final payment to Contractor contingent upon the following requirements as set forth in Article 14 of the General Conditions:

1. Evidence of insurance;
2. Consent of surety to final payment;
3. Contractor's Affidavit of Release of Lien;
4. Contractor's Affidavit of Payment of all Debts and Claims

17. PRE-BID CONFERENCE

A pre-bid conference will be held at 10:00 a.m., local time on October 9, 2020, via teleconference.

Bidders are asked to join the video conference at the following link:

<https://neelschaffer.zoom.us/j/92933577635?pwd=bXhHM1I1M2doWnVROW9zTVZ1ajBndz09>

The Zoom Meeting ID is 929 3357 7635 and Password is 766603. Bidders without

access to a computer are asked to call into 1-312-626-6799 and use Meeting ID 929 3357 7635# to join the conference. Attendance at the pre-bid conference is highly encouraged but is not mandatory. This will be an opportunity for prospective bidders to request interpretation on any aspect of the plans and specifications which could result in written addenda.

18. BUILDING PERMITS

This project is a City of Gulfport project. Building Department has indicated that a permit is not required; however, a trenching permit will be required by the Engineering Department.

19. OTHER PERMITS

The project required several permits acquired by the City of Gulfport which can be found in the Appendices. Permits which have expired will be renewed prior to the Notice to Proceed.

**SECTION 00410
BID PROPOSAL**

PLACE: **Hardy Building, 1410 24th Avenue, 2nd Floor, Gulfport, MS 39501**

DATE: **October 21, 2020 at 10:00 A.M., Local Time**

Proposal of _____

(hereinafter called "Bidder"), organized and existing under the laws of the State of _____,

doing business as _____.*

To: **CITY OF GULFPORT
P.O. BOX 1780
GULFPORT, MS 39502** (hereinafter called "Owner").

Gentlemen:

Bidder, in compliance with your invitation for bids for the construction of:

**U.S. HIGHWAY 49 AT 18TH STREET DRAINAGE IMPROVEMENTS
GULFPORT, MISSISSIPPI**

having examined the plans and requirements with related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the specified completion date, hereby proposes to furnish all labor, material, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by Owner and to fully complete the base bid project within one hundred and eighty (180) calendar days thereafter. If Additive Alternative A is chosen, and additional sixty (60) calendar days will be added to the Contract Time. Bidder further agrees to pay, as liquidated damages, the sum of Eight Hundred and Thirty Dollars (\$830.00) for each consecutive calendar day thereafter, as provided in Article 3.2 of the Agreement between Owner and Contractor.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

PROJECT: U.S. HIGHWAY 49 AT 18TH STREET DRAINAGE IMPROVEMENTS

LOCATION: GULFPORT, MISSISSIPPI

Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following unit prices:

BID SCHEDULE (BASE BID)

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Extension</u>
01030-A	KCS Insurance Requirements	1	LS	_____	_____
	(Unit price in words)				
01030-B	KCS General Requirements	1	LS	_____	_____
	(Unit price in words)				
01505-A	Mobilization	1	LS	_____	_____
	(Unit price in words)				
01505-B	Project Sign	1	EA	_____	_____
	(Unit price in words)				
01720-A	Construction Layout	1	LS	_____	_____
	(Unit price in words)				
02050-A	Removal of Pavement (All Types and Thicknesses)	805	SY	_____	_____
	(Unit price in words)				
02050-D	Removal of Sidewalk	25	SY	_____	_____
	(Unit price in words)				
02050-G	Removal of Fence (All Types and Sizes)	590	LF	_____	_____
	(Unit price in words)				
02050-H	Removal of Obstructions	1	LS	_____	_____
	(Unit price in words)				
02111-A	Clearing and Grubbing (PM)	1	ACRE	_____	_____
	(Unit price in words)				
02221-A	Select Bedding Material (PM)	585	CY	_____	_____
	(Unit price in words)				
02221-B	Select Foundation Material (PM)	690	CY	_____	_____
	(Unit price in words)				

BID SCHEDULE (BASE BID)

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Extension</u>
02226-A	Borrow Material, Class B3 (PM)	2,500	CY	_____	_____
	(Unit price in words)				
02226-B	Excess Excavation (PM)	2,500	CY	_____	_____
	(Unit price in words)				
02295-A	Silt Fence	3,705	LF	_____	_____
	(Unit price in words)				
02295-B	Straw Wattles	390	LF	_____	_____
	(Unit price in words)				
02668-A	72" Steel Casing (Jack and Bored)	120	LF	_____	_____
	(Unit price in words)				
02668-B	72" Steel Casing (Open Cut)	80	LF	_____	_____
	(Unit price in words)				
02668-D	16" Steel Split Casing	20	LF	_____	_____
	(Unit price in words)				
02721-A	Precast Drainage Structure (DN-3, DN-4, DN-5, DN-7, DN-8)	5	EA	_____	_____
	(Unit price in words)				
02721-B	Precast Drainage Structure (DN-6)	1	EA	_____	_____
	(Unit price in words)				
02721-C	Class "B" Structural Concrete, Minor Structures	20	CY	_____	_____
	(Unit price in words)				
02721-D	Reinforcing Steel	2,087	LB	_____	_____
	(Unit price in words)				
02721-E	Castings	1,993	LB	_____	_____
	(Unit price in words)				
02722-B	60" RCP	2,056	LF	_____	_____
	(Unit price in words)				

BID SCHEDULE (BASE BID)

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Extension</u>
02722-C	72" RCP	16	LF	_____	_____
_____ (Unit price in words)					
02724-A	63" HDPE Fusible Pipe	200	LF	_____	_____
_____ (Unit price in words)					
02752-A	Riprap (18" Thick) (200 pounds)	70	SY	_____	_____
_____ (Unit price in words)					
02931-B	Plant Establishment (Hydro-Seeding)	2	ACRE	_____	_____
_____ (Unit price in words)					
02935-A	Maintenance of Traffic	1	LS	_____	_____
_____ (Unit price in words)					

TOTAL \$ _____

DOLLARS &

TOTAL BASE BID _____

CENTS

(words)

(Total Base Bid amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

BID SCHEDULE - ADDITIVE ALTERNATE NO. 1

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Extension</u>
01505-A	Mobilization	1	LS	_____	_____
	_____ (Unit price in words)				
01720-A	Construction Layout	1	LS	_____	_____
	_____ (Unit price in words)				
02050-A	Removal of Pavement (All Types and Thicknesses)	1,130	SY	_____	_____
	_____ (Unit price in words)				
02050-B	Saw Cut (All Types and Thicknesses)	735	LF	_____	_____
	_____ (Unit price in words)				
02050-C	Removal of Curb (All Types)	110	LF	_____	_____
	_____ (Unit price in words)				
02050-D	Removal of Sidewalk	55	SY	_____	_____
	_____ (Unit price in words)				
02050-E	Removal of Pipe (All Types and Sizes)	320	LF	_____	_____
	_____ (Unit price in words)				
02050-F	Removal of Drain Inlets (All Types and Sizes)	3	EA	_____	_____
	_____ (Unit price in words)				
02221-A	Select Bedding Material (PM)	280	CY	_____	_____
	_____ (Unit price in words)				
02221-B	Select Foundation Material (PM)	350	CY	_____	_____
	_____ (Unit price in words)				
02226-A	Borrow Material, Class B3 (PM)	1,525	CY	_____	_____
	_____ (Unit price in words)				
02226-B	Excess Excavation (PM)	1,525	CY	_____	_____
	_____ (Unit price in words)				
02234-A	Crushed Limestone Sub-base for Cuts in the Street R-O-W (FM)	60	CY	_____	_____
	_____ (Unit price in words)				
02234-B	Limestone Granular Base Course for Driveways (FM)	20	CY	_____	_____
	_____ (Unit price in words)				

BID SCHEDULE - ADDITIVE ALTERNATE NO. 1

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Extension</u>
02295-A	Silt Fence	630	LF	_____	_____
	_____ (Unit price in words)				
02295-B	Straw Wattles	165	LF	_____	_____
	_____ (Unit price in words)				
02512-A	Asphalt Pavement, MT (9.5 mm mix) (2" Thick)	145	TON	_____	_____
	_____ (Unit price in words)				
02512-B	Asphalt Pavement, MT (12.5 mm mix) (4" Thick)	80	TON	_____	_____
	_____ (Unit price in words)				
02521-A	Concrete Curb and Gutter	65	LF	_____	_____
	_____ (Unit price in words)				
02521-B	Header Curb	110	LF	_____	_____
	_____ (Unit price in words)				
02522-A	Concrete Sidewalk	55	SY	_____	_____
	_____ (Unit price in words)				
02522-B	Concrete Driveway	80	SY	_____	_____
	_____ (Unit price in words)				
02522-C	Detectable / Tactile Warning Surface Tiles	16	SF	_____	_____
	_____ (Unit price in words)				
02581-A	Thermoplastic Traffic Markings	1	LS	_____	_____
	_____ (Unit price in words)				
02668-D	16" Steel Split Casing	20	LF	_____	_____
	_____ (Unit price in words)				
02721-A	Precast Drainage Structure (DN-9)	1	EA	_____	_____
	_____ (Unit price in words)				
02721-B	Precast Drainage Structure (DN-10)	1	EA	_____	_____
	_____ (Unit price in words)				

BID SCHEDULE - ADDITIVE ALTERNATE NO. 1

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Extension</u>
02721-C	Class "B" Structural Concrete, Minor Structures	53	CY	_____	_____
	(Unit price in words)				
02721-D	Reinforcing Steel	8,930	LB	_____	_____
	(Unit price in words)				
02721-E	Castings	919	LB	_____	_____
	(Unit price in words)				
02721-F	Gratings	1,653	LB	_____	_____
	(Unit price in words)				
02722-A	18" RCP	48	LF	_____	_____
	(Unit price in words)				
02722-B	60" RCP	632	LF	_____	_____
	(Unit price in words)				
02722-D	73"X45" RCAP	296	LF	_____	_____
	(Unit price in words)				
02931-A	Plant Establishment (Solid Sod)	1,095	SY	_____	_____
	(Unit price in words)				
02931-B	Plant Establishment (Hydro-Seeding)	0.5	ACRE	_____	_____
	(Unit price in words)				
02935-A	Maintenance of Traffic	1	LS	_____	_____
	(Unit price in words)				

TOTAL \$ _____
DOLLARS &
CENTS

TOTAL ADDITIVE ALTERNATE NO. 1

(words)

(Total Additive Alternate No. 1 Bid amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

TOTAL BASE BID + TOTAL ADDITIVE ALTERNATE NO. 1

TOTAL \$ _____
DOLLARS &
CENTS

(words)

(Total Base Bid plus Additive Alternate No. 1 Bid amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

(NOTE: Bid shall include sales tax and all other applicable taxes and fees.)

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the General Conditions. The Bidder and his surety or bid security shall be liable to the extent of such bid bond or security for liquidated damages for delay and additional expenses to Owner resulting from its failure to execute the Contract.

Respectfully submitted:

By: _____

Title: _____

(SEAL - if Bid is by a Corporation)

Street: _____

P.O. Box: _____

City: _____

State: _____ Zip: _____

Certificate of Responsibility #: _____

**SECTION 00430
BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID:

Bid Due Date: _____

Project *(Brief Description Including Location):*

BOND:

Bond Number : _____

Date: *(Not Later than Bid Due Date):* _____

Penal Sum: _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER:

(Seal)
Bidder's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

SURETY:

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

Print Name

Title

Attest: _____
Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue a notice of award agreed to in writing by the Owner and Bidder, provided that the time for issuing notice of

award including extension shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

SECTION 00436
PERMISSION TO SUBCONTRACT

Gentlemen:

I (We) (the prime contractor) (a subcontractor) propose to subcontract the attached items to _____, named in accordance with Special Provisions providing for subcontracting including in our contract. In the event of your disapproval of this subcontractor or your disapproval of performance of such subcontractor at any time, I (We) agree to perform such items or work with my (our) own organization in full compliance with all applicable terms of our contract. I (We) agree that this procedure will not relieve us of any responsibilities under our contract.

It is agreed and understood that the owner has the right to approve subcontractors. It is agreed and understood that the approval or disapproval of the subcontractor and approval or disapproval of the performance of subcontractor does not create or impute any liability or contractual obligation by and between the subcontractor and the Owner.

I (We) the prime contractor agree that this procedure will not relieve us of any of the responsibilities and obligations of our contract and I (We) shall indemnify and save harmless the Owner from all claims, demands, suits, damages, costs, and expenses and loss (including attorney's fees) arising of resulting from this subcontract.

I (We) certify that said party is particularly experienced and equipped for such work and that the subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract and that all pertinent conditions and requirements of our contract with the Owner covering this project have been explained to the proposed subcontractor, and that when applicable federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

I (We) agree to furnish you with certified copies of such subcontract evidence in writing upon request.

Contractor's Signature

Date

Engineer

Date

**SECTION 00510
NOTICE OF AWARD**

Dated:

Project: U.S.Highway 90 at 18 th Street Drainage Improvements	Project Owner: City of Gulfport	Contract No:
Contract: Same	Engineer's Project No: 14470	
Bidder:		
Bidder's Address:		

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for:

U.S. Highway 90 at 18th Street Drainage Improvements

The Contract Price of your Contract is

_____ (\$_____).

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security bonds and certificates of insurance as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.03).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare you Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

ENGINEER

**SECTION 00520
CONTRACT**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__, by and between the City of Gulfport (hereinafter called OWNER) and (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**U.S. HIGHWAY 49 AT 18TH STREET DRAINAGE IMPROVEMENTS
GULFPORT, MISSISSIPPI**

ARTICLE 2 - ENGINEER

The Project has been designed by:

NEEL-SCHAFFER
772 Howard Avenue
Biloxi, Mississippi 39530

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1. The Work will be substantially completed within One Hundred and Eighty (180) calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions. If Additive Alternative A is chosen, and additional Sixty (60) calendar days will be added to the Contract Time.

3.2. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the

delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Eight Hundred and Thirty Dollars (\$830.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Eight Hundred and Thirty Dollars (\$830.00) for each calendar day that expires after the time specified in the Certificate of Substantial Completion for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The sum of \$ _____
(\$ _____) in accordance with CONTRACTOR'S Bid Proposal dated _____, 2020.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.1.1.1. Projects with a Contract total amount of less than \$250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; when the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

CITY OF GULFPORT

CONTRACT
00520-4

- 8.1. This Agreement (pages 1 to 7, inclusive).
- 8.2 Notice of Award.
- 8.3. Performance, Payment, and other Bonds consisting of four (4) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 46, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 14, inclusive).
- 8.7 Technical specifications bearing the title:

**TECHNICAL SPECIFICATIONS FOR THE U.S. HIGHWAY 49 AT 18TH STREET
DRAINAGE IMPROVEMENTS**

GULFPORT, MISSISSIPPI

- 8.8. Drawings consisting of a cover sheet and sheets numbered TL-1 through DET-11, inclusive, with each sheet bearing the following general title:

**DRAINAGE IMPROVEMENTS ON 18TH STREET AT US 49 TO BRICKYARD BAYOU
GULFPORT, MISSISSIPPI**

- 8.9. Addenda numbers __ to __, inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to 8, inclusive).
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages __ to __, inclusive).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. OTHER PROVISIONS.

None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__, (which is the effective Date of the Agreement).

OWNER: CITY OF GULFPORT

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:
P.O. BOX 1780
GULFPORT, MS 39502

Address for giving notices:
Certificate of Responsibility
No. _____

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Agent for service of process:

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

SECTION 00550
NOTICE TO PROCEED

TO: _____

DATE: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__, on or before _____, 20__, and you are to complete the WORK within _____ calendar or work days thereafter. The date of completion of all WORK is therefore _____, 20__.

ENGINEER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

_____ This the _____ day of _____, 20__

BY _____

TITLE _____

SECTION 00610
PERFORMANCE BOND

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

SURETY *(Name and Principal Place of Business):*

OWNER *(Name and Address):*

CONSTRUCTION CONTRACT:

Effective Date of Agreement: _____

Amount: _____

Description *(Name and Location):* _____

BOND:

Bond Number: _____

Date: _____

(Not earlier than Effective Date of Agreement)

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent or representative. *(Note: Provide execution by additional parties, such as joint venturers, if necessary.)*

CONTRACTOR AS PRINCIPAL:

SURETY:

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions:
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**SECTION 00615
PAYMENT BOND**

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

SURETY *(Name and Principal Place of Business):*

OWNER *(Name and Address):*

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description *(Name and Location):* _____

BOND:

Bond Number: _____

Date: _____

(Not earlier than Construction Contract Date)

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL:

SURETY:

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

(Note: Provide execution by additional parties, such as joint venturers, if necessary.)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and hold harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly: and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy all claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner

accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.2 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, material or equipment were furnished.
- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such

as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands

furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such

construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

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

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or *terms* of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to *describe* an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, *materials*, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in *connection* with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and *completing* the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a *preliminary* Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during

performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the *Contract* Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it *provides* a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to *form* and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field *measurements*. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor *discovers* any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code; or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions

in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's *written* interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its *consultants*, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other *project* without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the

party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by

Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times,

or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly

review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

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

officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the *scope* of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) *secure* or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area *until* after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of

such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do *business* is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance *companies* that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, *certificates* of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, *certificates* of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of *Contractor's* full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect *Contractor*.

E. The insurance *and* insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of *or* result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability *insurance* as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or *Laws* and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or *renewal* refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this *Paragraph 5.06*, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, *agents*, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and *Engineer*, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any

property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and *maintained* by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide

to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, *methods*, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced *without* written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or *protection* of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility *for* all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. *All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.*

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments

will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, *technique*, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made *pursuant* to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at *Contractor's* expense a special

performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by *Contractor* pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date *indicated* for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The *divisions* and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement *between* Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the

Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and

licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are *applicable* at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the *Work*. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in *Contract Price* or *Contract Times*. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted

by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field

Orders, and written interpretations and clarifications in good order and annotated to show changes made during *construction*. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in *connection* with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific *requirements* of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and *responsibilities* shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to *Engineer* for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as *Engineer* may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show *Engineer* the services, materials, and equipment Contractor proposes to provide and to enable *Engineer* to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as *Engineer* may require to enable *Engineer* to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work *performed* prior to *Engineer's* review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give *Engineer* specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to *Engineer* for review and approval of each such variation.

D. *Engineer's Review:*

1. *Engineer* will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to *Engineer*. *Engineer's* review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. *Engineer's* review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. *Engineer's* review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and *Engineer* has given written approval of each such variation by specific written notation

thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design

calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so

report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom

Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but

without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually

performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include,

without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers,

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

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances:

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be *deemed* to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. *Determinations* of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit *price* will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the *Contract Price* in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any *Claim* for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be *determined* as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for

overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a *Claim* is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or *progress* of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the *fault* of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the *control* of Contractor. Delays attributable to and

within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

**ARTICLE 13 – TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK**

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or *Engineer* has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be *inspected*, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all

costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the *Work*; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without *written* concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be *uncovered* for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, *expose*, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of *repair* or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or *fails* to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not *defective*. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no *action* that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall

promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not *promptly* comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of *equipment* is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended *for* an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The *provisions* of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including

but not limited to *all* fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such *corrective* or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be

entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work *attributable* to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to

the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed

by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of *Substantial Completion* which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been

identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and *usable* part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified

during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give

written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The *making* and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The *occurrence* of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a *performance* bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other *right* or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus

fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of *anticipated* profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer *fails* to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven *days* after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the

American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been *validly* given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

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

17.03 Cumulative Remedies

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

17.04 Survival of Obligations

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

17.05 Controlling Law

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

17.06 Headings

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

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SUPPLEMENTARY CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared for
THE CITY OF GULFPORT

SECTION 00800
SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition), and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01.A.19 ~~Engineer's independent professional associates or consultants with respect to this project are: (List name(s) here; If none, so state).~~
(Not Applicable)

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

C. Day (*Terminology*):

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

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

such as hurricanes, tornadoes, earthquakes, etc, which are deemed to unavoidably prevent prosecuting the work.”

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

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

SC-2.03.A Delete in its entirety and replace with the following:

“It is generally assumed that the Contract Times will commence to run no later than the thirtieth day after the Effective Date of the Agreement, formalized by issuance of a Notice to Proceed, with Contract Times commencing on the day indicated in the Notice to Proceed. However, upon agreement of Contractor and Owner, a commencement date later than thirty days may be allowed as indicated on the Notice to Proceed.”

SC-3.03 Add the following to subparagraph 3.03 B:

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

Any table, gradation, size, dimension, rate, mix, method, nomenclature, pay item number, basis of payment, or method of measurement shown on the plans, which is at variance with the standard specifications, shall be

considered an amendment or supplement to the applicable specification.

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

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

SC-4.02. A ~~Owner has secured a Geotechnical Report prepared by (If none, so state) . A copy of this report is available for review at the offices of Engineer. (Not Applicable)~~

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

4.02 Subsurface and Physical Conditions

C – Site Surveys: Site survey information has been compiled from past records and limited field investigations and although stated with as much accuracy as possible, may contain errors or discrepancies. Contractor shall perform investigations as necessary to accomplish the Work. Any unknown item encountered that impacts the Work shall be handled under Article 4.03 of the General Conditions.

SC-4.06.A ~~Owner has secured a Hazardous Environmental Conditions Report prepared by (If none, so state) . A copy of this report is available for review at the offices of the Engineer. (Not Applicable)~~

SC-4.07 Add the following new paragraph 4.07.A:

4.07 – Site Investigation and Representation

A. The Contractor acknowledges that he has satisfied himself with the nature and location of the Work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to

and during the prosecution of the Work; and all other matters which can in any effect the Work or the cost thereof under this Contract. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials and groundwater to be encountered from inspecting this site. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work. Neither the Owner nor the Engineer assumes responsibility for any conclusion or interpretation made by the Contractor.

SC-5.03 Additional insured are: City of Gulfport, its officers, directors, employees, and all sub consultants.

SC-5.04.B.2 Specific coverage's and limits of liability for Contractor's Liability Insurance are as follows:

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

4. Broad Form Property Damage Coverage, by endorsement to Comprehensive General Liability.
 5. Products and Completed Operations Coverage, as required under 5.04.B.6 of the General Conditions, with limits of liability not less than \$1,000,000 and an aggregate limit of \$2,000,000.
 6. Waiver of Subrogation in favor of the Owner, its officers, directors, employees, and all subconsultants.
- C. Comprehensive Automobile Liability Insurance, with limits of \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall include any motor vehicle, whether owned, hired, or non-owned.
- D.¹ ~~Protection and Indemnity Coverage with a limit of \$ _____ (Longshore and Harbor Workers' Compensation Act (LHWCA)) and/or Jones Act coverage with a limit of \$ _____.~~ *(Not Applicable)*

SC-5.04.B.4 Amend paragraph 5.04.B.4 of the Standard General Conditions to add the following sentence to the end of the paragraph:

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

SC-5.06 Delete paragraph 5.06 in its entirety and insert the following in its place:

“5.06 OWNER will not purchase and maintain property insurance. The risk of loss will be borne by Contractor or sub-contractors. If Contractor or sub-contractor wishes property insurance coverage, it may be purchased and maintained at the purchaser’s own expense.”

SC-5.07 Delete paragraph 5.07 of the General Conditions in its entirety.

SC-5.08 Delete paragraph 5.08 of the General Conditions in its entirety.

¹SC-5.04 - ~~Include when project is over or near water, including bridges and all marine work. Note: Jones Act Coverage is required for any marine work performed where a vessel will be operated to complete the work and LHWCA Coverage is required for any work performed over or near water including any adjoining pier, wharf, dry dock, terminal, or other adjoining areas.~~

- SC-5.11 Add the following new paragraph 5.11.A:
- 5.11 *Additional Insured*
- A. Where applicable, all insurance policies shall name the Owner and Engineer, its officers, directors, employees and sub-consultants as herein before defined as additional insured.
- SC-6.02.B Amend paragraph 6.02.B of the General Conditions to add the following:
- Regular work hours shall be defined as 7:00 AM to 7:00 PM, Local Time.
- SC-6.06 Add the following new paragraph 6.06.H:
- 6.06 *Concerning Subcontractors, Suppliers and Others*
- H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent applicable, information about amounts paid to Contractor on Work performed for Contractor by a particular Subcontractor or Supplier.
- SC-6.12 Add the following new paragraph 6.12.B:
- 6.12 *Record Documents*
- B. Owner may withhold progress payments until record documents are properly updated. Final payments may not be made until all record documents are accepted in writing by Owner.
- SC-6.19 Add the following new paragraph 6.19.D:
- 6.19 *Contractor's General Warranty and Guarantee*
- D. Unless additional warranties are included in the technical specifications, the Contractor shall guarantee all Work for a period of one year following the date of Substantial Completion.
- SC-6.22 Add the following new paragraph 6.22 to the General Conditions in its entirety:
- 6.22 *Responsibility for Work*
- A. Until release of maintenance in accordance with Article 14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage by action of the elements or from any

other cause, whether arising from the execution or the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, in accordance with the requirements of the contract, all injuries or damages to the work occasioned by any of the above causes before release of maintenance and shall bear the expense thereof.

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

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

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

E. In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the work and shall take the precautions necessary to prevent damage to the work, provide for normal drainage, erect necessary temporary structures, signs or other facilities; shall maintain the work in such a manner as to fully carry out his responsibility for maintaining traffic as required under the contract; shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the contract; and shall take adequate precautions to protect new tree growth and other vegetative growth against injury. Except when the suspension is ordered by the Engineer for the sole benefit of the Owner, all such protection and maintenance shall be performed by the Contractor without additional cost to the Owner.

SC-7.04

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

7.04 Claims between Contractors

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's

performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

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

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

SC-9.03 The duties, responsibilities, and limitations of authority of the Resident Project Representative and assistants shall be as listed in the attached Exhibit A.

SC-13.03.A Add the following new sentence immediately following the first sentence of paragraph 13.03.A:

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

SC-14.02.C.1 Delete paragraph 14.02.C.1 of the General Conditions in its entirety and replace with the following revised paragraph:

C. Payment Becomes Due

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

SC-14.06 Amend paragraph 14.06 of the General Conditions as follows:

Replace the word "inspection" in the title and paragraph with "observation".

SC-14.07.C.1 Delete paragraph 14.07.C.1 in its entirety and replace with the following:

C. Payment Becomes Due

1. Forty-five (45) calendar days after approval by Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and payable by Owner to Contractor. If the Contractor is not paid in full within forty-five (45) calendar days from the day payments were due and payable, then said payments shall bear interest from the due date until paid at the rate of 1% per month until fully paid.

SC-16.01 Delete paragraph 16.01 in its entirety and replace with the following revised paragraph:

16.01 Methods and Procedures

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

Exhibit A

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing the progress and quality of Work of CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work of CONTRACTOR. However, ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR's work in progress, supervise, direct, or have control over CONTRACTOR's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by CONTRACTOR; for safety precautions and programs incident to the work of CONTRACTOR; for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes, or orders applicable to CONTRACTOR's performing and furnishing the work; or responsibility of construction for CONTRACTOR's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

I. GENERAL

- A. RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

II. DUTIES AND RESPONSIBILITIES OF RPR

- A. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

- B. Conferences and Meetings. Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings and prepare and circulate copies of minutes thereof.
- C. Liaison
1. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 2. Assist in obtaining from OWNER additional details or information, when required, for proper execution of the Work.
- D. Shop Drawings and Samples
1. Record date of receipt of Shop Drawings and Samples.
 2. Receive Samples that are furnished at the site by the CONTRACTOR and notify ENGINEER of availability of Samples for examination.
 3. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
- E. Review of Work, Rejection of Defective Work, Inspections, and Tests
1. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to ENGINEER whenever RPR believes that any Work will not produce a completed project that conforms generally to the Contract Documents; will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made and advise ENGINEER of Work that RPR believes should be corrected or rejected; should be uncovered for observation; or requires special testing, inspection, or approval.
 3. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel; that CONTRACTOR maintains adequate records thereof; and observe, record, and

report to ENGINEER appropriate details relative to the test procedures and startups.

4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to ENGINEER.
- F. Interpretation of Contract Documents. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- G. Modifications. Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- H. Records
1. Maintain at the job site orderly files for correspondence; reports of job conferences; Shop Drawings and Samples; and reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to CONTRACTOR, and other project-related documents.
 2. Prepare a daily report or keep a diary or log book recording CONTRACTOR's hours on the job site; weather conditions; data relative to questions of Work Change Directives, Change Orders, or changed conditions; list of job site visitors; daily activities; decisions; observations in general; and specific observations in more detail, as in the case of observing test procedures and send copies to ENGINEER.
 3. Record names, addresses, and telephone numbers of all CONTRACTORS, subcontractors, and major suppliers of materials and equipment.
- I. Reports
1. Furnish to ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 2. Consult with ENGINEER in advance of schedule major tests, inspections, or start of important phases of the Work.

3. Draft proposed Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
 4. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- J. Payment Requests. Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- K. Certificates and Maintenance and Operation Manuals. During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
- L. Completion
1. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 2. Observe whether CONTRACTOR has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 3. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 4. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of Work.

III. LIMITATIONS OF AUTHORITY OF RPR

- A. RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or equal” items), unless authorized by ENGINEER.
- B. RPR shall not exceed limitations of ENGINEER’s authority as set forth in the Agreement between the OWNER and the ENGINEER or the Contract Documents.

- C. RPR shall not undertake any of the responsibilities of CONTRACTOR, subcontractors, suppliers, or CONTRACTOR's superintendent.
- D. RPR shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
- E. RPR shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connections with the Work.
- F. RPR shall not accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.
- G. RPR shall not authorize OWNER to occupy the project in whole or in part.
- H. RPR shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by ENGINEER.

Permit No: _____

Revision Date: 03/16/10

SECTION 00810
PERMIT APPLICATION FOR THE CONSTRUCTION, REPAIR,
OR ADJUSTMENT OF A UTILITY

Date Submitted: _____

Ward: _____

Utility Company: _____
(Name & Address)

Utility Company Representative: _____
(Name & Phone #)

Represented By: _____
(Name, Address, & Phone # if a contractor or engineer is submitting the application for the utility company)

Herein called Applicant, proposes to (check one or more): Construct Repair Adjust

Along and across _____
(Name of Street)

said work to be accomplished between _____
(Name of Street)

and _____ in the City of Gulfport,
(Name of Street)

Mississippi, MS One Call No: _____ for requiring a temporary closure time of _____ days and hereby make application to the City of Gulfport for a Permit. Attached hereto are drawings or plans for the proposed work, which will not be changed or altered without approval of the Director of Engineering, or the authorized representative.

The Applicant shall be responsible for future maintenance and repair of the utility facility. The Applicant shall make future adjustments in, or relocate, the facilities when required for highway widening or other highway construction, and its right to reimbursement of its costs, if any, shall be in accordance with State law in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such manner as to occasion the least possible interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

The Applicant understands and agrees that, except as herein stated, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as described herein, it will be adjusted to comply with same without cost to the City, unless a variance has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering, plant or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans. The Applicant further understands and agrees that subsequent to the installation of the Applicant's facilities that the right-of-way and road surface will be restored to their original condition, and that the City of Gulfport Director of Engineering or his duly authorized representative will inspect the completed work and any modifications or adjustments which are needed as determined by the Director of Engineering will be immediately corrected by the Applicant.

I. The Applicant also agrees to adhere to Amended City Ordinance No. 2666 and to the following regulations:

1. Pay all Fees per City Ordinance.
2. Submit a Performance Bond per City Ordinance.
3. Provide Compaction Testing of Soils as required.
4. Minimum cover of utilities will be thirty (30) inches.
5. Utility will be horizontally located within five (5) feet of the dedicated right-of-way line or beyond the back slope of the drainage ditches.
6. All road surfaces which are excavated to permit a utility crossing will be repaired as per City Ordinance and Gulfport Construction Standards.
7. Area of work to be dressed and finished such that the project site will be in as good or better condition after the utility installation.

II. The City of Gulfport agrees to the following stipulations:

1. To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the City Highway and Utility Facility.
2. To use any and all legal means to see the City standards, except to the extent of a variance shown on the plans filed herewith and approved, are complied with in the facility installation.
3. If the City of Gulfport Director of Engineering or other authorized representative of the Mayor and City Council approves the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with installation; if the drawings, sketches, and plans are not approved, he or she shall promptly notify the Applicant, and advise it of the reason or reasons. He or she will also act as the duly appointed representative of the Mayor and City Council and will give his approval to the completed work as being in compliance with the location and standards for installation.
4. Should any term or provision of this application Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant of the City any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

Name: _____
(Signature of Applicant)

Title: _____

Name: _____
(Signature of Notary Public)

Title: _____

WITNESS the signature of the Applicant this the _____ day of _____, 20____.

PERMIT APPROVAL

By order of the Mayor and City Council date the 10nd day of February, 2010, of Gulfport, Mississippi this permit process was established in Amended Ordinance 2666.

Fees to be paid by Applicant:

Initial/Base Permit Filing Fee: \$ _____

- (a) Openings or excavations up to 100 feet - \$200.00; and
- (b) Openings or excavations over 100 feet - \$2.00 per foot for every foot over 100 feet plus \$100.00.

Street/Right-of-Way Temporary Closure Fee: \$ _____

In addition to any other fees required under this Article, permits requiring the temporary closure of any portion of the City's streets or rights-of-way shall be subject to the following fees:

- Length of Closure Application Inspection
- 3 days or less \$15.00 \$0.00
- 4 days through 10 days \$15.00 \$10.00
- 11 days through 20 days \$15.00 \$20.00
- 21 days through 30 days \$15.00 \$30.00
- 31 days through 45 days \$15.00 \$45.00
- 46 days through 90 days \$15.00 \$50.00 plus \$1.00/day beyond 50 days
- Closures in excess of ninety (90) days are prohibited.

Total Fees: \$ _____

Date Paid: _____

Bond Requirements:

Every person obtaining a permit shall at the time of receiving the same, make, execute and deliver to the permitting division of the City's Department of Urban Development or any authorized representative, a good and sufficient bond, to cover the costs of replacing permanent pavement and any improvements, payable to the City with a surety company doing business in the state as surety thereon, in such amount as the City Engineer or his or her designee may require, not less than five thousand dollars (\$5,000.00) nor more than ten thousand dollars (\$10,000.00).

Bond Amount Required: \$ _____

Date Bond Received: _____

Date Bond Expires: _____

Following the process, the Permit for the installation or adjustment of the Utility applied for above is granted pending receipt of fees and bonds.

Approved this the _____ day of _____, 20____.

Department of Engineering or Public Works Representative
City of Gulfport, Mississippi

APPLICANT WILL COMPLETE THE FOLLOWING AND RETURN TO THE CITY OF GULFPORT ENGINEERING DEPARTMENT

In accordance with Amended Ordinance No. 2666 and the Permit Application for the Construction, Repair

or Adjustment of a Utility, we are hereby notifying you that all work along and

across _____ for Permit
(Name of Street)

No. _____ submitted _____, has
(Date)

been completed to comply with the Standards for the City of Gulfport as stated in the Permit.

Date Completed: _____

Utility Name: _____

Representative: _____

CITY OF GULFPORT DIRECTOR OF ENGINEERING WILL COMPLETE THE FOLLOWING:

The City of Gulfport Director of Engineering or his duly authorized representative has

inspected the work completed on _____ as described in
(Name of Street)

Permit No. _____ submitted _____ and finds that
(Date)

the work: Does Does not comply with City of Gulfport Standards for installation.

Inspected By: _____

Date Inspected: _____

Engineering or Public Works Representative: _____

**TECHNICAL SPECIFICATIONS FOR THE U.S. HIGHWAY 49 AT 18TH
STREET DRAINAGE IMPROVEMENTS**

Prepared for and by
THE CITY OF GULFPORT

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01000.....GENERAL REQUIREMENTS

1.0 SCOPE OF WORK

1.0.1 MDOT Specifications. Where this term is used within these technical specifications, it shall be construed to mean the current edition of the Mississippi Department of Transportation Specifications for Road and Bridge Construction.

1.1 Abbreviations

Where the following abbreviations and definitions are used in these specifications or other contract documents, they are to be construed the same as the respective expression.

AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
ADA	American Disabilities Act
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
CRMP	Coastal Resource Management Program
CRSI	Concrete Reinforcing Steel Institute
EPA	Environmental Protection Agency
LCNOI	Large Construction Notice of Intent (Required for projects disturbing 5.0 or more acres)
MDMR	Mississippi Department of Marine Resources
MDOT	Mississippi Department of Transportation
MUTCD	Manual on Uniform Traffic Control Devices
NAPA	National Asphalt Pavement Association
NBC	National Building Code
NEC	National Electric Code
SCNOI	Small Construction Notice of Intent (Required for projects disturbing 1.0 to 5.0 acres)
SWPPP	Stormwater Pollution Prevention Plan

2.0 PERMITS REQUIRED

2.1 Regulatory and environmental permits may be required, depending on the nature and location of the construction work.

2.2 In general, permitting is generally required for the following types of work:

(NOTE: This list is not intended to be all-inclusive, and is for general guidance.)

<u>Type of Work</u>	<u>Regulatory Agency</u>
Potable Water System Improvements	MS State Department of Health (MDOH)
Wastewater Collection and Treatment	MS Department of Environmental Quality (MDEQ)
Construction Impacting State and Federal Road Systems	MS Department of Transportation (MDOT)
Construction Impacting Wetlands	U.S. Army Corps of Engineers (USACOE) and other Federal agencies, and possibly the MS Department of Marine Resources and other State agencies.
Construction Impacting Water Bodies	MS Department of Marine Resources (MDMR)
Construction Impacting a Public or Private Utility	Coordination and/or a permit from utility owner/provider
Construction Impacting Railroads	Coordination and/or permit from owner of Railroad
Construction of Projects Containing One Acre or more of Clearing and Grubbing	CNOI from MS Department of Environmental Quality (MDEQ)
Construction of New Roads within the City	Approval from City of Gulfport
Construction, Repair, or Adjustment of a Utility of City Rights-of-Way and/or City Easements	Permit from City of Gulfport
Storm Drainage Improvements	City of Gulfport, MDEQ

2.3 A copy of the permit application for the construction, repair, or adjustment of a utility inside the City of Gulfport is attached to the end of this Section.

2.4 Contractor will review the scope of the work and ensure that all permits required have been secured. Contractor will notify Owner's Engineer or representative if Contractor feels additional permits are necessary.

2.5 Contractor will adhere to the requirements of all permits.

3.0 USE OF DOMESTIC WATER SUPPLY

3.1 Contractor must coordinate the use of domestic water with the City of Gulfport Water Department (228-868-5720) including payment of fees.

3.2 Contractor must follow The Gulfport Standard Operating Procedure (SOP) for Opening, Closing, Flushing and Testing Fire Hydrants. A copy of the SOP is included at the end of this section.

4.0 WORK IN THE VICINITY OF MISSISSIPPI PRIVATE UTILITY FACILITIES

4.1 Power

4.1.1 Contractor is advised that Mississippi Power Company (MSPCo) will charge Contractors a fee to recover costs associated with services such as holding poles when excavation may affect the stability of the pole line, and/or covering power lines with insulated blankets when overhead work will occur in the vicinity of overhead lines. If this project warrants MSPCo involvement, Contractors are advised to contact MSPCo to obtain a cost estimate and include sufficient funds in their bid. Contractors are further advised that the Owner will not accept responsibility for these costs outside of the Contract unless specifically stated in these documents.

4.1.2 Coast Electric Power Association (CEPA)

4.1.2 Work in the vicinity of CEPA facilities shall be coordinated with CEPA at (877) 769-2372 or (228) 832-1761. If the project warrants CEPA's involvement, Contractors are advised to contact CEPA to obtain a cost estimate for holding poles and moving facilities and should include sufficient funds in their bid. Contractors are further advised that the Owner will not accept responsibility for these costs outside of the Contract unless specifically stated in these documents.

4.2 Natural Gas

4.2.1 Work in the vicinity of natural gas mains or pumping stations shall be coordinated with Centerpoint Energy at (800) 371-5417, Gulf South Pipeline at (832) 453-1813. Contractors shall fully coordinate their work including required clearances between new construction and existing natural gas mains with the companies listed above. If this project warrants any natural gas company involvement, Contractors are advised to contact Centerpoint to obtain a cost estimate and include sufficient funds in their bid. Contractors are further advised that the Owner will not accept responsibility for these costs outside of the Contract unless specifically stated in these documents.

4.3 Communications

Work in the vicinity of communications facilities shall be coordinated with one or more of the following:

Bell South	(228) 557-6123
AT&T	(228) 374-5595

If the project warrants any communications company involvement, Contractors are advised to contact the communications facility to obtain a cost estimate and include sufficient funds in their bid. Contractors are further advised that the Owner will not accept responsibility for these costs outside of the Contract unless specifically stated in these documents.

4.4 Cable Television

Work in the vicinity of cable television facilities shall be coordinated with Cable One at (228) 864-1506. If this project warrants cable television company involvement, Contractors are advised to contact the communications facility to obtain a cost estimate and include sufficient funds in their bid. Contractors are further advised that the Owner will not accept responsibility for these costs outside of the Contract unless specifically stated in these documents.

01030..... KANSAS CITY SOUTHERN RAILWAY REQUIREMENTS

1.0 SCOPE OF WORK

1.1 This work requires that the Contractor meet, adhere to and follow the conditions of the Right-of-Entry Agreement between Kansas City Southern Railway Company (KCS) and the City of Gulfport (Owner) to the same extent as Owner. This includes providing proper flagging; indemnification and providing Insurance in favor of KCS, as specified in the Right-of-Entry Agreement.

2.0 MATERIALS (NONE)

3.0 CONSTRUCTION REQUIREMENTS

3.1 Provide appropriate insurance as specified in Right-of-Entry Agreement.

3.2 Adhere to the provision of the Right-of-Entry Agreement to the same extent as the Owner, including obtaining and paying for flagman as outlined in the Right-of-Entry Agreement.

4.0 MEASUREMENT AND PAYMENT

4.1 The insurance requirements shall be measured as a unit and paid as a lump sum, which shall be full compensation for completing the work, regardless of the duration of the contract.

4.2 All general requirements (other than insurance) of this section, including providing adequate flagmen and related work, shall be measured as a unit and paid for as a lump sum which shall be full compensation for completing the work regardless of the duration of the contract.

5.0 PAYMENT

5.1 Payment shall be made under Pay Item No.

01030-A	KCS Insurance Requirements	per lump sum
01030-B	KCS General Requirements	per lump sum

01505..... MOBILIZATION

1.0 SCOPE OF WORK

- 1.1 This work shall consist of preparatory operations, including, but not limited to, those necessary to the cost and movement of labor, material, equipment and incidentals to the project site; and for all other work operations which must be performed or costs included prior to beginning work on the various items on the project site.
- 1.2 The work may also include the documentation of existing and post-construction conditions by providing a video survey of the project.

2.0 MATERIALS

- 2.1 The project signs shall be in accordance with City of Gulfport Federal Construction Contracts Provisions.

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 None.

4.0 METHOD OF MEASUREMENT

- 4.1 Partial payments will be made as the work progresses in accordance with the following schedule:
 - 4.1.1 When 5 percent of the original contract amount is earned from other bid items, 50 percent of the amount bid for mobilization, or 2.5 percent of the original contract amount, whichever is lesser, will be paid.
 - 4.1.2 When 10 percent of the original contract amount is earned from other bid items, 100 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, will be paid.
 - 4.1.3 Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 5 percent of the original contract amount, will be paid.
 - 4.1.4 The total sum of all payments shall not exceed the original contract amount bid for mobilization, regardless of the fact that Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.
- 4.2 Project sign will be measured as a unit, per each.

5.0 PAYMENT

5.1 Payment shall be made in accordance with Pay Item No.

01505-A Mobilization

\$ _____ per lump sum

01505-B Project Sign

\$ _____ per each

01720.....CONSTRUCTION LAYOUT

1.0 SCOPE OF WORK

- 1.1 This work shall consist of horizontal and vertical layout of all roads, curbs, drainage inlets and culverts, sewer manholes and mains, water mains, ditches, swales, detention basins, and other times that are required or shown on the plans.
- 1.2 Horizontal and vertical control points are as shown on the plans.

2.0 MATERIALS

- 2.1 Stakes shall be of wood and sufficient size and quality to serve the purpose for which they are being used.

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 The Contractor shall provide field forces, equipment, and all additional controls and staking operations necessary to secure a correct layout and construction of the work. All minor variations in layout and grade shall be worked out with the Engineer and will not be considered justification for adjusting the contract price.
- 3.2 The Contractor shall exercise care in the preservation of stakes and benchmarks and shall reset them when any are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work.

4.0 METHOD OF MEASUREMENT

- 4.1 Construction layout will be measured as a lump sum quantity. Measurement for progress payments will be based on the percentage complete of the pay items which require construction layout.

5.0 PAYMENT

- 5.1 Construction layout will be paid for at the contract lump sum price, which shall be full compensation for completing the work.
- 5.2 Payment shall be made in accordance with Pay Item No.

01720-A Construction Layout

\$ _____ per lump sum

01730.....PROJECT RECORD DOCUMENTS

1.0 GENERAL

1.1 REQUIREMENTS INCLUDED

Maintain at the site for the OWNER one record copy of:

- A. Drawings.
- B. Specifications.
- C. Addenda.
- D. Change Orders and other Modifications to the Contract.
- E. ENGINEER'S Field Orders or written instructions.
- F. Approved Shop Drawings, Working Drawings and Samples.
- G. Field Test records.
- H. Construction photographs.
- I. Latest Approved Progress Schedule.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available at all times for inspection by the ENGINEER.
- D. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the **currently updated "record documents"** for review by the ENGINEER and OWNER.

2.0 CONSTRUCTION MARKING DEVICES

Provide colored pencils or felt tipped pens for marking changes, revisions, additions and deletions to the record set of Contract Drawings.

2.1 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. Elevations of various structure elements in relation to elevation datum.

2. All underground piping with elevations and dimensions, changes to piping location, horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements, actual installed pipe material, class, etc.
 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 4. Field changes of dimension and detail.
 5. Changes made by Field Order or by Change Order.
 6. Details not on original contract drawings.
 7. Equipment and piping relocations.
- D. Specifications and Addenda; Legibly mark each Section to record:
1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

Five sets of record drawings for each process equipment, piping, electrical system, and instrumentation system shall be submitted to the Engineer.

The Contractor shall retain the services of a competent surveyor registered in the State of Mississippi to layout the work and maintain a survey during construction. Certified site survey of line elevations and stationing at 100 foot increments and all points of change of direction of pipelines and all valves and manholes is required. At contract closeout, submit a survey drawing of installation of pipelines at the same scale as the ENGINEER'S drawings indicating elevations and pipe stationing at 100 foot increments and at all valve and manhole locations.

2.2 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the ENGINEER for the OWNER.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. CONTRACTOR'S name and address.
 4. Title and number of each Record Document.
 5. Signature of CONTRACTOR or his authorized representative.
 - 6.

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 None.

4.0 METHOD OF MEASUREMENT

4.1 There shall be no separate measurement for project record documents, and the cost of the work shall be included in other items bid.

5.0 PAYMENT

5.1 There shall be no separate payment for work under this section.

02050..... DEMOLITION

1.0 SCOPE OF WORK

- 1.1 This work shall consist of the demolition, removal, and satisfactory disposal of structures, foundations, pavement, curb, culverts, utilities, and any other items which are designated in the plans to be removed, or necessary to construct the project.
- 1.2 This work shall also consist of furnishing all labor, equipment and materials and performing all operations in connection with the saw cutting of concrete and asphalt surfaces, as indicated on the plans, as determined in the field, and as specified herein.
- 1.3 This work shall also consist of salvage and delivery to Owner of items deemed to be salvageable.
- 1.4 Specified Elsewhere: Clearing and Grubbing — 02111

2.0 MATERIALS

- 2.1 None.

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 Contractor shall obtain and pay for all required demolition permits and shall conform with all Local, State, and Federal laws and codes.
- 3.2 Contractor shall raze or remove and satisfactorily dispose of all items designed to be removed.
- 3.3 All forming materials will be removed before backfilling, no wood or biodegradable materials shall remain or be buried on site.
- 3.4 Contractor shall preserve and protect all structures, sidewalks, driveways, fences, trees, private utilities, and all other items which are to remain.
- 3.5 Contractor shall conform to applicable codes, safety of adjacent structures, dust control, erosion control, and off-site disposal locations and notify any affected utility companies before starting work. Contractor shall not burn or bury material on site.
- 3.5 Contractor shall not close or obstruct roadways, sidewalks or hydrants, without proper permission and/or permits as may be required by the City.
- 3.6 Contractor shall conform to applicable regulatory procedures when discovering hazardous or contaminated materials and report it immediately to the City Engineer.
- 3.7 In areas of the project where existing concrete surfaces must be protected and clean match lines maintained between an existing concrete surface and a new concrete curb, driveway, sidewalk, etc., the existing concrete surface shall be saw cut the full thickness

of the structure [i.e., a four inch (4") driveway will require a saw cut depth of four inches (4")]. Areas to be saw cut will be determined in the field by the Engineer or his authorized representative. Saw cutting is to be performed along lines set and laid-out by the Contractor. The OWNER or his authorized representative may eliminate the need for a particular saw cut by requiring the Contractor to remove the concrete back to the nearest construction joint if a construction joint is within five feet (5') of where the saw cut is planned to be performed.

- 3.8 In areas of the project where existing asphalt surfaces must be protected and clean match lines maintained between an existing asphalt surface and new asphalt, the existing asphalt shall be cut the full thickness of the structure [i.e., a six inch (6") asphalt pavement will require a cut depth of six inches (6")]. The Contractor shall use a saw, wheel, or any other method approved by the OWNER or his authorized representative to cut the existing asphalt surface. Areas where cutting is necessary will be decided in the field by the Engineer or his authorized representative. Cutting is to be performed along lines set and laid-out by the Contractor subject to approval by the Owner and/or his authorized representative.
- 3.9 Contractor shall remove foundation walls and footings to a minimum of two (2) feet below finished grade beyond area of new construction and deeper, if necessary, to accommodate new construction areas.
- 3.10 Contractor shall backfill, rough grade, and compact areas affected by demolition.
- 3.11 Any damaged or destroyed sewer or water system services shall be first reported to the Department of Public Works for further direction and plugged or capped in accordance with all applicable laws and codes.
- 3.16 All castings, left over from demolition or removal, including but not limited to manhole lids and frames, determined to be salvageable shall be transported to Gulfport Public Works Department, 4050 Hewes Avenue.
- 3.17 All removal items, if deemed to be not salvageable, shall be disposed of offsite by the Contractor.

4.0 METHOD OF MEASUREMENT

- 4.1 Removal of pavements, including driveways, of all types and thicknesses, deemed necessary for removal, shall be measured by the square yard.
- 4.2 The linear foot of actual required saw cut performed will be field measured. The Contractor shall make no double measurements for any cuts in the same area due to incorrect measurement and/or negligence.
- 4.3 Removal of curbs and combination curb and gutter deemed necessary for removal shall be measured by the linear foot.
- 4.4 Removal of sidewalks deemed necessary for removal shall be measured by the square yard.

- 4.5 Removal of pipe will be measured by the linear foot as specified for all sizes, including labor and materials to comply with this specification. Footage from vertical variation of the piping shall not be measured. Excavation, dewatering backfilling, sheathing, shoring, etc. will not be measured separately. Removal of arch pipe will be measured and paid for per its equivalent circular pipe size (i.e. nominal inside diameter equivalent).
- 4.6 Removal of existing drainage structures including pipe collar, drain inlets, curb inlets, headwalls, toewalls, etc. shall be measured per each removed.
- 4.7 Removal of fencing (all types & sizes) shall be measured per linear feet removed.
- 4.8 Removal of obstructions shall be measured per lump sum.
- 4.9 Contractor will provide Engineer and Owner with proposed location for disposal of materials and adequate certification that proves the disposal site is permitted to receive the material for disposal. Contractor will also provide Engineer and Owner with adequate proof that the materials were delivered to the approved disposal site prior to this pay time being allowed for payment.

5.0 PAYMENT

5.1 Payments shall be made under Pay Item No.

02050-A	Removal of Pavement (All Types and Thicknesses)	\$ _____	per square yard
02050-B	Saw Cut (All Types and Thicknesses)	\$ _____	per linear foot
02050-C	Removal of Curb (All Types)	\$ _____	per linear foot
02050-D	Removal of Sidewalk	\$ _____	per square yard
02050-E	Removal of Pipe (All Types and Sizes)	\$ _____	per linear foot
02050-F	Removal of Drain Inlets (All Types and Sizes)	\$ _____	per each

02050-G Removal of Fence (All Types and Sizes)
\$ _____ per linear foot
02050-H Removal of Obstructions
\$ _____ per lump sum

02111..... CLEARING AND GRUBBING

1.0 SCOPE OF WORK

1.1 This work shall consist of all labor, materials, and equipment for the clearing, grubbing, removing, and proper disposal of all things within the limits of the site or right-of-way, except things designated to remain or to be removed by others. This work shall also include the preservation from injury or defacement of trees, vegetation, objects, or materials designated to remain or to be salvaged.

1.2 Specified Elsewhere: Roadway Excavation and Embankment — 02226

2.0 MATERIALS

2.1 None.

3.0 CONSTRUCTION REQUIREMENTS

3.1 The property lines and/or right-of-way lines and all trees, shrubs, plants, and other things designated to remain are shown on the plans.

3.2 Surface objects, trees, stumps, roots, and other protruding or underground obstructions, not designated to remain, shall be cleared and grubbed (including mowing, if required). Undisturbed stumps and roots and non-perishable solid objects which will be a minimum of three (3) feet below subgrade or slope of embankment may be left when authorized by Engineer.

3.3 All operations shall be conducted in such a manner as to prevent damage to anything that is to remain on the right-of-way or to adjacent property.

3.4 Burning or burying of perishable material will not be allowed. Materials and debris shall be removed from the site or right-of-way and disposed of at an approved location obtained by Contractor.

3.5 Low hanging and unsound or unsightly branches on trees or shrubs designated to remain shall be removed as directed. Branches of trees extending over the roadway shall be trimmed to give a clear height of at least twenty (20) feet above the roadway surface. 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 Contractor to cut or scarred surfaces on trees or shrubs selected to remain.

3.6 Contractor shall conform to applicable regulatory procedures when discovering hazardous contaminated materials and possible historic / archeological finds.

4.0 METHOD OF MEASUREMENT

4.1 Clearing and Grubbing shall be paid for at the contract price per acre (plan measure), which shall be full compensation for satisfactorily completing the work as specified.

5.0 PAYMENT

5.1 Payment will be made under Pay Item No.

02111-A Clearing and Grubbing

\$ _____ per acre (PM)

02221..... SELECT BEDDING & FOUNDATION MATERIAL

1.0 SCOPE OF WORK

1.1 This work shall consist of all labor, materials, and equipment required to construct a compacted embedment or foundation, for pipeline construction, to the lines and dimensions indicated in the plans and as specified and authorized herein.

2.0 MATERIALS

2.1 Select Bedding Material shall consist of clean sand with less than 10 percent passing the No. 200 sieve.

2.2 Select Foundation Material shall consist of a manufactured mixture of 65 percent crushed limestone (#610 gradation) and 35 percent sand (less than 10 percent passing the No. 200 sieve).

3.0 CONSTRUCTION REQUIREMENTS

3.1 This work shall conform to the widths and depths as shown on the plans.

3.2 Select bedding and foundation material shall be installed in generally parallel layers, and each layer will not exceed 9" in thickness unless otherwise specified.

3.2.1 In areas where select bedding and foundation materials are installed, the material will be compacted to 95% percent of Standard Proctor Maximum dry density per ASTM 698.

4.0 METHOD OF MEASUREMENT

4.1 Select Bedding Material and Select Foundation Material will be measured by the cubic yard, plan measure. The volume will be determined by the allowable trench width multiplied by the allowable depth (less the area of the pipe) as shown on the plans multiplied by the authorized trench length.

5.0 PAYMENT

5.1 Payment will be made in accordance with Pay Item No.

02221-A Select Bedding Material
\$ _____ per cubic yard (PM)

02221-B Select Foundation Material
\$ _____ per cubic yard (PM)

02226.....ROADWAY EXCAVATION AND EMBANKMENT

1.0 SCOPE OF WORK

1.1 This work shall consist of excavation and embankment required for roadway construction and includes the preparation of subgrade and foundations, the furnishing of borrow materials, the construction of embankments, other utilization or disposal of materials excavated, and the compaction and dressing of excavated areas and embankments.

1.2 A Stormwater Pollution Prevention Plan (SWPPP) shall be approved by the Gulfport Engineering Department per Section 02295 (examples can be provided if needed).

1.3 DEFINITIONS

1.3.1 Excess excavation will consist of the excavation, removal, and disposal of all soils that are determined by Project Engineer to be unsatisfactory foundation material, to a point beyond the excavation limits shown on the plans. Contractor shall provide, at his own expense, the location for excess excavation disposal.

Note: Check with the Department of Public Works as this material may be useable in other locations within the City.

1.3.2 Borrow material will consist of approved material required for the construction of embankments and the replacement of unsuitable material which has been removed. Contractor shall make arrangements for obtaining borrow material and shall pay all costs involved.

1.3.3 Stripping excavation shall consist of the excavation, removal, and stockpiling of the upper six (6) inches of organic material within the right-of-way, which material will later be processed by Contractor, without additional compensation, as plating for embankments.

1.4 SPECIFIED ELSEWHERE. 02295 – Stormwater Management

2.0 MATERIALS

2.1 BORROW MATERIAL – TYPE A AND B. Granular material meeting the Class 9, Group C, requirements of the MDOT Specifications.

2.2 BORROW MATERIAL – TYPE C. Clean sand with less than ten percent (10%) passing the No. 200 sieve.

3.0 CONSTRUCTION REQUIREMENTS

3.1 GENERAL. Excavation and embankment operations may be started by Contractor at the location and in sequence approved by Engineer when:

- (1) sufficient clearing and grubbing has been completed and accepted;
- (2) the work has been cross sectioned and slope staked;
- (3) installation of required pipes, culverts, and approved backfills are complete;
- (4) the site has been prepared in accordance with these specifications;
- (5) Contractor has informed himself as to the proper haul and disposal of material.

- 3.1.1 Where plating is contemplated, either in cut or fill sections, appropriate adjustment shall be made by Contractor in the graded section during construction so that the finished section after plating will conform within reasonable tolerances to the typical sections shown on the plans.
- 3.1.2 Contractor shall not excavate beyond the dimensions and elevations established or approved and shall not move any material prior to the staking out and cross sectioning of the site.
- 3.1.3 When Contractor's excavation operations encounter remains of prehistoric dwelling sites or other artifacts of historical or archeological significance, the operations shall be temporarily discontinued. Project Engineer will contact the appropriate City authorities to determine the disposition of the remains thereof. When directed by City Engineer, Contractor shall excavate the site in a manner so as to preserve the artifacts encountered and if required, shall remove them for delivery to the custody of the proper state authorities. Such excavation will be considered and paid for as extra work.
- 3.1.4 Where excavation to grade results in foundation, subgrade, or slope of unsuitable soil, Project Engineer may require Contractor to remove unsuitable materials and backfill to the required grade with approved material. Slides or other soil failures shall be removed by Contractor unless their removal is waived by Project Engineer. Contractor shall conduct his operations in such a way that Project Engineer can take the necessary cross sections before backfill is placed.
- 3.1.5 Engineer may designate as unsuitable those soils that cannot be properly compacted under satisfactory conditions. All unsuitable material shall be disposed of by Contractor as specified or directed.
- 3.1.6 When the contract requires excavation to be handled more than one (1) time prior to final placement (such as stripping excavation that is to be stockpiled and reserved for later use), the cost of this second handling will be included in the contract unit price for the class excavation involved.
- 3.2 TOPSOIL. Where the salvaging and stockpiling of topsoil or plating material is specified, such operation shall be completed by Contractor before beginning excavation of the underlying material.

- 3.3 EXCAVATION OPERATIONS. Contractor shall so conduct excavation operations as to minimize the loosening of materials outside the required slopes or below the indicated grade. No payment will be made for the removal, disposal, or replacement of material determined to be loosened or undercut through carelessness or negligence on the part of Contractor. Neither will payment be made for excavation which is used for purposes other than designated by Project Engineer.
- 3.3.1 When practicable, excavation and disposal of the material shall be conducted by Contractor in such a manner that the most suitable material will be placed in the top courses of embankments. Adequate drainage which will conform to the finished drainage system shall be maintained.
- 3.4 DISPOSAL OF EXCESS EXCAVATION. All material encountered in excavation within the right-of-way that is unsuitable for use in the work shall be removed and disposed of by Contractor as specified in the contract or as directed. Unsuitable material shall be understood to be any material, which at the proper moisture content, cannot be processed to the required density and stability. Contractor shall provide at his own expense the location for the disposal of excess excavation.
- 3.5 EMBANKMENT CONSTRUCTION
- 3.5.1 General. Embankment construction shall consist of the following: constructing roadway embankments; dikes; placing and compacting of approved material where unsuitable material has been removed; backfilling of structures where not otherwise provided for; and placing and compacting embankment material in holes, pits, or other depressions. This work shall also consist of preparation of the areas upon which embankments are to be constructed. Only approved materials excavated as provided in the contract shall be placed in embankments and backfills; unsuitable or perishable materials such as rubbish, sod, brush, roots, loose stumps, logs, heavy vegetation, sawdust, rocks, broken concrete, or other solid material shall not be placed in embankment areas.
- 3.5.2 Preparation of Embankment Areas
- 3.5.2.1 Contractor shall remove all sod, vegetable matter, and unsuitable soil from the surface upon which the embankment is to be constructed. The cleared surface shall be completely broken up by plowing, scarifying, or disk-harrowing to a depth of at least six (6) inches. Contractor shall then compact the loosened material to the density specified (SV) for the foundation soils. No direct payment will be made for plowing, scarifying, or disk-harrowing under this type of preparation.
- 3.5.2.2 Where an embankment is to be constructed on hillsides or against existing railway or roadway slopes, slopes which are steeper than 4:1 shall be continuously benched by Contractor as the new work is brought up against the slope. Benching shall be of sufficient width to permit operation of placing and compacting equipment. Each horizontal cut shall begin at the intersection of the original ground or slope and the vertical side of the previous cut. Material thus cut out shall be recompacted along with the new embankment material and will not be measured for payment.

- 3.5.3 Embankment Formation. After the area has been prepared as specified, Contractor shall construct the embankment in full-width layers parallel to the finished grade.
- 3.5.3.1 Except as herein provided, each layer shall not exceed eight (8) inches (loose) in thickness; shall be spread, shaped, and compacted so that the completed embankment will conform to the required density, stability, line, grade, and cross-section; and shall be finished to reasonably smooth and uniform surfaces.
- 3.5.3.2 The required stability in embankment construction shall be that which City Engineer determines can be reasonably obtained at the proper moisture content for the material being placed. Sponginess, shoving, or other displacement under heavy equipment will be considered *prima facie* evidence of lack of stability under this requirement.
- 3.5.3.3 Direct casting or similar methods will not be permitted unless authorized in writing by Engineer. Should direct casting be authorized, Contractor shall ensure that all cast material is moved from the point where it is deposited, spread, and compacted in uniform layers as specified herein.
- 3.5.3.4 In low, swampy ground which will not support the weight of hauling equipment, Project Engineer may permit the bottom portion of the embankment to be constructed in a uniformly distributed layer of sufficient thickness to support equipment placing subsequent layers.
- 3.5.3.5 In areas where the embankment material is of a highly varying character, construction shall be performed by Contractor in a manner so as to eliminate pockets or strata of varying materials. Each layer shall be disk-harrowed and heavily bladed for its full depth; moved from its position of deposit by motor grader, bulldozer, or other equipment; or processed by other means to the extent necessary to eliminate pockets or strata of material of varying character. The layer shall then be shaped and compacted in accordance with these specifications.
- 3.5.4 Backfill and Embankment Formation Adjacent to Structures
- 3.5.4.1 Backfilling around structures shall not start until Contractor has properly cured the structure. The backfill material shall then be deposited in uniform, parallel layers on the sides of box bridges or culverts or other structures. Each layer shall be disk-harrowed and bladed for its full depth or processed by other approved means to the extent necessary to provide a layer of material reasonably uniform in character and shall be so placed and compacted by Contractor that drainage of the layer will be away from both the longitudinal and the transverse axes of the structure. In addition, the backfill for abutments, retaining walls, wing walls, or other structures or sections thereof shall be built in layers with each layer being constructed for the full length of the unit and special precaution shall be taken to prevent any wedging action against the structure. The material for each layer shall be uniformly compacted, preferably by approved mechanical equipment, including self-powered mechanical tampers, to not less than the density required in the adjacent embankment. The work shall be conducted in a manner so that Engineer can make the necessary tests for compaction as the work progresses.

3.5.4.2 Contractor shall repair, restore with new work, or make good without extra compensation, all damage done to the structure as a result of backfilling operations.

3.5.5 Compaction of Embankments. All embankment material shall be at the moisture content determined to be proper for the particular material being placed so that the resulting work will be both dense and stable. It shall be Contractor's responsibility to maintain the proper moisture content during compaction operations, and Project Engineer may require moistening or drying as necessary, without additional compensation to Contractor. The material shall be compacted until the required density, determined in accordance with S-700.03 and S-700.04, MDOT Specifications has been attained and the embankment is stable. The specified value (SV) for density of foundation soils is ninety-four percent (94%), and the specified value (SV) for density of embankments is ninety-six percent (96%). The unit of deviation (UD) will be one (1) percentage point. Contractor shall make allowance for shrinkage and compaction in the construction of embankment. Contractor may be required to provide proof of tests before moving on to the next lift or phase of work.

3.5.6 Maintenance of Earthwork. Contractor shall satisfactorily maintain all portions of the work until the completion and acceptance of the contract.

4.0 METHOD OF MEASUREMENT

4.1 Items listed in the proposal will be measured by one of the following methods:

4.1.1 Plan Measurement (PM). Whenever this method of measurement is used to determine the quantity of borrow material used for embankment construction, it shall be computed by the average end areas of the cross sections, elevations, and measurements shown on the plans. If the embankment work can be completed according to the grades, slopes, and sections shown on the original plans, then the quantity computed as set out above and shown on the original plans will be the measurement for final payment. If during construction, however, the grades, slopes and/or sections are changed by Project Engineer for any reason, cross section templates reflecting the revised grades, slopes, and sections will be superimposed onto the original plan cross sections. The embankment volume delineated by these revised sections will then be computed by the method of average end areas, and the revised quantities so computed and reflecting any increased or decreased volume will be measured for final payment.

4.1.2 Loose Vehicle Measurement (LVM). Whenever this method of measurement is specified, the excavation will be measured in the hauling vehicle at the point of deposit.

4.2 Excess excavation will be measured by the cubic yard, plan measurement.

4.3 Borrow material will be measured by the cubic yard, plan measurement as specified herein or on the plans.

5.0 PAYMENT

5.1 Payment will be made under Pay Item No.

02226-A Borrow Material, Class B3

\$ _____ per cubic yard (PM)

02226-B Excess Excavation

\$ _____ per cubic yard (PM)

02234.....GRANULAR BASE COURSE (LIMESTONE)

1.0 SCOPE OF WORK

1.1 This work shall consist of the furnishing of granular materials and the construction of one (1) or more courses of base on a prepared foundation in reasonably close conformity with the lines, grades, and cross sections shown on the plans.

2.0 MATERIALS

2.1 The granular material shall be dense-graded crushed domestic limestone or crushed concrete, plant to conform to Size No. 610, MDOT Specifications.

3.0 CONSTRUCTION REQUIREMENTS

3.1 PREPARATION OF GRADE. The foundation on which granular material will be laid shall be prepared by Contractor to the lines and grades established in the plans and compacted to ninety-five percent (95%) standard density.

3.2 MOISTURE CONTENT. All materials shall contain moisture content sufficient to ensure that the design density requirements will be obtained when the materials are compacted.

3.3 SHAPING, COMPACTING, AND FINISHING

3.3.1 Contractor shall ensure that each course or layer of material is shaped to the required section, watered or aerated as necessary to produce the required moisture content, and compacted. Throughout the compaction operation, the shape of the course or layer shall be maintained by blading and rolling so that the aggregates are uniformly distributed and firmly keyed.

3.3.2 Shaping and compaction shall be carried out by Contractor in such a manner that will prevent lamination and shall continue until the entire depth and width of the course or layer has reached the required density. Surface compaction and finishing shall be performed so as to produce a smooth, closely knit surface that is free from lamination, cracks, ridges, or loose material. The finished surface shall conform (within allowable tolerances) to the required section at established lines and grades.

3.3.3 Prior to subsequent construction or final acceptance, all irregularities, depressions, soft spots, and other deficiencies found by Project Engineer shall be corrected by Contractor to meet the requirements of these specifications, without additional compensation to Contractor.

3.3.4 After compaction and finishing, Contractor shall make at least one (1) complete coverage with a steel wheel tandem roller. The resulting surface shall then be sprinkled as necessary to maintain the required moisture content and shall be thoroughly compacted and sealed with a pneumatic roller.

- 3.3.5 Contractor shall be responsible for constructing and maintaining a course which will remain firm and stable under construction equipment and other traffic to which the course will be subjected.
- 3.3.6 The specified density shall be ninety-five percent (95%) standard density.
- 3.3.7 Unless pavement is to follow immediately after preparation of base course, the surface shall be primed in conformity with Section 408, MDOT Specifications.

4.0 METHOD OF MEASUREMENT

- 4.1 Accepted quantities of granular base course (limestone) will be measured by the cubic yard, field measure.
- 4.2 Accepted quantities of granular base course (limestone) for granular driveway restoration will be measured by the cubic yard, 6" thickness, field measure.

5.0 PAYMENT

5.1 Payment will be made under Pay Item No.

02234-A	Crushed Limestone Sub-base for Cuts in the Street R-O-W	\$ _____	per cubic yard (FM)
02234-B	Limestone Granular Base Course for Driveways	\$ _____	per cubic yard (FM)

WARNING

AVOID BREATHING DUST FROM LIMESTONE

- This product contains crystalline silica. Prolonged and repeated breathing of crystalline silica dust can cause a progressive lung disease called silicosis.
- Some researchers have also reported that there is evidence that prolonged and repeated breathing of crystalline silica dust might cause lung cancer.
- Either silicosis or lung cancer can result in permanent injury or death.
- For detailed information, see the Material Safety Data Sheet before using or handling this product.

02275.....SUPPORT OF EXCAVATION

1.0 SCOPE OF WORK

1.0.1 The proposed pipelines include trenchless crossings as shown on the Contract Drawings. These crossings will be constructed using jack and bore method. Jacking pits for each crossing shall be designed and installed as specified in these specifications.

1.0.2 The work specified in this Section includes requirements for excavation and support of jacking and receiving pits, temporary excavations, and trenches. The Contractor shall design, furnish, install, and maintain a system of supports, including all sheeting, shoring, waling, bracing, posting, piling, anchoring, fastenings and associated items, to retain excavations in a safe manner, to control ground movements, and to protect adjacent structures. Upon completion of the required construction, the system of supports shall be removed as specified herein and the excavation and staging area sites restored as discussed herein.

1.0.3 The work shall include site grading; fencing and signing; construction staging areas; design and construction of excavation support systems; design and construction of thrust blocks; control and disposal of excavated material, surface water, and ground water; backfilling; and site restoration. Work shall include all labor, materials, and equipment required to complete excavation support.

1.0.4 All excavations, trenching and support systems shall conform to applicable OSHA excavation, trenching, and shoring standards, which are contained in the U.S. Code of Federal Regulations 29 (C.F.R.) 1926.650-1926.653, and to other federal, State and local requirements. In the event of a conflict, the Contractor shall comply with the more restrictive applicable requirements.

1.0.5 The Contractor shall be responsible for sizing the excavations and pits. The size of the excavations and pits shall, however, be adequate for construction of any structures and pipeline indicated on the Drawings and to provide adequate space to meet the Contractor's work requirements for his/her selected methods of construction. Pit excavations larger than those shown on the Drawings will be subject to the approval of the Engineer and any modifications to the approved traffic control measures and utility relocations shall be obtained and carried out at no additional cost to the Owner.

1.0.6 The Contractor shall be responsible for choosing and sizing the support of excavation systems. The size of the systems shall, however, be adequate for removal of material as indicated on the Drawings and to provide adequate space to meet the Contractor's work requirements for the selected methods of construction. The excavation support system shall be chosen such that it controls groundwater, limits ground movements and protects adjacent structures and facilities.

1.0.7 Work shall include the design, equipment, materials, installation, protection, and monitoring of geotechnical instrumentation required to monitor the performance of the excavation support system as required herein.

1.1 SPECIFIED ELSEWHERE. Roadway Excavation and Embankment – 02226
Cased Crossing - 02668

1.2 SUBMITTALS

1.2.1 Submit Shop Drawings and design calculations for the Contractor-designed excavation support system, including jacking and receiving pits for boring operation, signed and sealed by a Professional Engineer registered in the State of Mississippi. The excavation support system design requirements shown on the Contract Drawings are the minimum level of effort considered acceptable for this project. Submittals shall indicate the following, as a minimum:

1. Shop Drawings shall include:

- a. Provide overall plan layout of the system, indicating clearances, dimensions, material properties, member sizes, locations, spacing and penetrations depth of all members, locations of various types of lateral supports. Indicate existing and proposed utilities, structures or other obstruction, location and type of instrumentation and monitoring points within the area of influence of the excavation.
- b. Provide wall elevations and locations of all bracing.
- c. Show the methods and overall sequence of installation and removal of excavation supports and bracing, indicating levels to which the work will be carried out before excavation support or bracing is installed or removed.
- d. Method of preloading bracing and the preload for each member, and the method of locking-off the preload. Include detailed drawings of the connections, jacking supports and method of shimming.
- e. Details, layout, arrangement, equipment requirements, and method of construction of the proposed excavation support system.
- f. Procedures for resolving difficulties arising from misalignment of members exposed during excavation, and criteria for implementing those procedures.
- g. Details of all member connections and tunnel portal openings within jacking and receiving pits.
- h. Details, drawings and procedures for support of portal opening installed to transfer loads and maintain stability of the excavation when commencing trenchless operations from boring and/or pipe jacking pits and when holing out into receiving pits.

2. Design calculations shall include:

- a. Loads on the excavation support system for all stages of excavation, bracing removal, and backfilling, including material, and equipment loads on adjacent ground during construction.
- b. Provide design calculations for the shoring and bracing indicating it can withstand all earth and groundwater pressures, equipment, applicable traffic, and construction loads and other surcharge loads in accordance with the site conditions, and any other requirements described in the Plans and Specifications. Show that a minimum factor of safety against uplift failure of 1.1 is achieved under the most extreme loading conditions.
- c. Design of wall and all bracing members including all details for all stages of construction and to maintain movements below trigger levels.

- 1.2.2 Submit quality control measures as required to ensure that the performance of the excavation support system is consistent with the approved shop drawings and the requirements herein.
- 1.2.3 Submit the Contractor's qualifications as described herein.
- 1.2.4 Submit Contractor's Design Engineer qualifications as described in herein.
- 1.2.5 Submit welder qualifications and weld procedures in accordance with AWS D1.1.
- 1.2.6 At least one copy of the design shall be maintained at the job site during excavation that includes a plan indicating the sizes, types, and configurations of the materials to be used in the protective system, and the identity of the registered engineer who approved the design.
- 1.2.7 Contractor's Design Engineer's documentation shall include:
 - 1. On-site inspections of excavation support system as the systems are constructed.
 - 2. Review of quality control measures and performance data.
 - 3. Certification that the excavation support system is constructed per the applicable design following completion of each support system and following any modifications by Contractor during construction.
 - a. Receipt of the Contractor's plans and methods of construction by the Engineer does not relieve requirements. Design review and field monitoring activities by the Owner or by the Engineer shall not relieve the Contractor of his/her responsibilities for the work.

1.3 QUALITY ASSURANCE

- 1.3.1 The Contractor shall have at least five years' experience comparable to the work shown and specified, employing labor and supervisory personnel who are similarly experienced in this type of work.
- 1.3.2 Design of excavation support systems shall be performed by a professional engineer, registered in the State of Mississippi, with at least five years' experience in design of similar excavation support systems and shall have completed not less than five successful excavation support projects of equal type, size, and complexity to that require for the work and acceptable to the Engineer and Owner.

1.4 DESIGN CRITERIA

- 1.4.1 Design of excavation support systems for all open excavations, boring and pipe jacking thrust loads developed by the Contractor based on the jacking procedures to be used. Design shall consider all phases of construction. Design each member or support element to support the maximum loads that can occur during construction with appropriate factors of safety.

Provide design calculations for the shoring and bracing indicating it can withstand all

earth and groundwater pressures, equipment, applicable traffic, and construction loads and other surcharge loads in accordance with the site conditions and any other requirements described in these Plans and Specifications. Show that a minimum factor of safety against uplift failure of 1.1 is achieved under the most extreme loading conditions. Design the support system to minimize horizontal and vertical movements, and to protect adjacent utilities from damage. Design support system to maintain the stability of the excavation and provide a factor of safety of at least 1.5 against sliding.

- 1.4.2 The design shall consider conditions that may occur during the various stages of construction including, but not limited to; temporary or permanent alteration of the soils' in-situ properties caused by the selected methods of construction, installation, relocation and removal of temporary bracing, excavation below bracing, dewatering of excavation, time related effects, shrinkage of concrete and load transfer to permanent structure.
- 1.4.3 Design excavation support systems in accordance with all OSHA requirements and other local and state agency requirements.
- 1.4.4 Design the support system to limit horizontal and vertical movements to below trigger levels and to protect adjacent structures and utilities from damage.
- 1.4.5 Design a working slab for each pit bottom to provide stable support for guide rails, thrust block, and other construction operations.
- 1.4.6 Design, install, operate, and maintain ground water control system for excavations to control ground water inflows, prevent piping or loss of ground, and maintain stability of the excavation.
- 1.4.7 The design of the temporary excavation support system shall be coordinated with the dewatering system.
- 1.4.8 The design of the temporary excavation support system at the jacking pits shall be coordinated with the thrust block and pipe jacking design. The maximum jacking load shall be incorporated into the jacking pit design.
- 1.4.9 Provide temporary security fencing around all excavations. Provide pedestrian and traffic control around working areas, support systems, excavations and pits located within or adjacent to streets, park, roadways, freeways, driveways, or parking lots.
- 1.4.10 Excavations below the level of the base of any adjacent foundation or retaining wall shall not be permitted unless the design of the excavation and bracing includes an analysis of the stability of the structure supported by the foundation and as necessary, incorporates required bracing/underpinning of the foundation.

2.0 MATERIALS

- 2.0.1 All timber, structural steel, and steel sheet piling used for the supporting systems, whether new or used, shall be sound and free from defects that may impair their strength.

- 2.0.2 Concrete shall conform to ASTM C33 and ASTM C150 unless otherwise approved.
- 2.0.3 Structural steel shall conform to ASTM A572 or ASTM A242 unless approved otherwise. All structural steel shall be Grade 50 (50 ksi) or better. No members with permanent deformations are to be provided. Members shall not be spliced unless approved by the Engineer.
- 2.0.4 Wood used for vertical sheeting and shoring shall be of 3-inch minimum thickness, and shall be fir, spruce, pine, or hemlock, Grade 1 or 2, rough or planed surface, square edges or tongue and groove.
- 2.0.5 Timber lagging shall be at least 3 inches thick.
- 2.0.6 Horizontal wales and braces made of wood shall be of 6-inch minimum dimension. Members shall be securely anchored to prevent slippage.
- 2.0.7 All timber shall be structural grade with a minimum allowable flexural strength of 1,100 psi.
- 2.0.8 Wood shims for braces and wales shall not be permitted. Steel shims shall be used when required.
- 2.0.9 Steel sheet piling shall conform to ASTM A328 or ASTM A572 unless approved otherwise. All steel sheet piling shall be Grade 50 (50 ksi) or better. All steel sheet piles shall be furnished with standard pulling holes located approximately 4 inches below the top of the pile, unless specified otherwise.

3.0 CONSTRUCTION REQUIREMENTS

3.1 GENERAL REQUIREMENTS

- 3.1.1 Commence installation of support system and excavations only after shop drawings have been reviewed and accepted by the Engineer.
- 3.1.2 Methods of construction for excavations shall be such as to ensure the safety of the Work, Contractor's employees, Engineer, and Owner's employees and inspectors, the public and adjacent property and improvements, whether public or private.
- 3.1.3 Before beginning construction at any location of this project, adequately protect existing structures, utilities, trees, shrubs, and other existing facilities. Design excavation support systems to limit deformations that could damage facilities, including utilities and structures. The repair of or compensation for damage to existing facilities shall be at no additional cost to the Owner.
- 3.1.4 As a minimum, place fencing, gates, lights, and signs as necessary around the excavations and staging areas to provide for public safety.
- 3.1.5 Install excavation support systems in accordance with the approved shop drawings and applicable permits.

- 3.1.6 If monitored data of supports indicate that support system requires modification to prevent excessive movements, redesign and resubmit revised shop drawings and calculations to the Engineer at no additional cost to the Owner.
- 3.1.7 If the Engineer is of the opinion that at any point sufficient or proper supports have not been provided, he may order additional supports placed at no additional cost to the Owner. Compliance with such order shall not relieve the Contractor from his responsibility for the sufficiency of such supports.
- 3.1.8 Conduct all work, including pit and trenchless construction, excavation, backfilling, shoring, temporary facilities, materials storage, and construction traffic within limits of work established for the project. All work shall be in accordance with the applicable permits.
- 3.1.9 If unstable material is encountered during excavation, all necessary measures shall be taken immediately to contain it in place and prevent ground displacement.
- 3.1.10 Sufficient quantity of material shall be maintained on site for protection of work and for use in case of accident or emergency.
- 3.1.11 All welding shall conform to the applicable provisions of ANSI/AWS D1.1.
- 3.1.12 Care shall be taken to prevent voids outside of the excavation support system, but if voids are formed, they shall be immediately filled with sand or stone. Voids in locations that cannot be properly compacted upon backfilling shall be filled with lean concrete or other material as approved by the Engineer.
- 3.1.13 Trench boxes shall not be used as support of excavation for jacking and receiving pits for boring operation.
- 3.1.14 All underground utility lines shall be identified, located, and protected from damage or displacement. Utility companies and other responsible authorities shall be contacted to locate and mark the locations and, if they so desire, direct or assist with protecting the underground installation. When required, the Contractor shall obtain an excavation permit from the local authority having jurisdiction prior to the initiation of any excavation work.
- 3.2 REMOVAL OF SUPPORT SYSTEM
- 3.2.1 Unless approved by the Engineer, all vertical support members including sheeting and soldier piles shall be left in place. Except where specified on the Drawings or elsewhere in the Specifications, other shoring and temporary construction elements, including wales, struts, lagging, thrust blocks, and concrete working slabs shall be carefully removed from the excavation prior to restoration. Remove the support system in a manner that will not disturb or harm adjacent construction or facilities, whether public or private.
- 3.2.2 Do not remove vertical support members installed within the zone of influence of new or existing structure or below the mid diameter of any pipe. The zone of influence is defined as a zone extending down and away from the lowest outer edge of the

structure at 1 horizontal to 1 vertical.

- 3.2.3 Support members that are not removed shall be cut off at least 5 feet below finished grade or at a depth approved by the Engineer and abandoned in place. No wood shall remain as part of the abandoned portion of the Work.
- 3.2.4 Removal of shoring and temporary construction elements required herein shall begin at and progress from the bottom of the excavation. Members shall be released slowly as to note any indication of possible failure of the remaining members or possible cave-in of the sides of the excavation. When removing the excavation support system, do not disturb or damage adjacent buildings, structures, waterproofing material, or utilities.
- 3.2.5 Backfilling shall progress together with the allowed removal of support systems from excavations.
- 3.2.6 All voids created by the removal of the support system shall be immediately filled with lean concrete or sand by ramming with tools especially adapted to that purpose or otherwise as directed. The support system removed from the excavation shall remain the property of the Contractor and shall be removed from the site.
- 3.2.7 The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise his right to do so shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of a failure on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.

3.3 RESTORATION

- 3.3.1 Excavation and backfill of boring pits shall be in full compliance of these Specifications. Comply with the Maintenance of Traffic Requirements when boring pits are adjacent to roadways.

4.0 METHOD OF MEASUREMENT

- 4.1 There shall be no separate measurement for work under this section.

5.0 PAYMENT

- 5.1 There shall be no separate payment for work under this section.

02295..... STORMWATER MANAGEMENT

1.0 SCOPE OF WORK

1.1 This work shall consist of supplying the necessary materials and labor and constructing and maintaining, throughout the period of construction, stormwater management structures and devices, as shown on the plans or as directed by the Engineer.

1.2 The work shall also include implementing and adhering to the City approved stormwater management plan, monitoring and inspecting stormwater management structures, and completing and submitting appropriate monitoring reports on a monthly basis. Monthly pay applications will not be processed unless accompanied by that month's report.

1.3 All work and construction shall be in accordance with City of Gulfport Ordinance No. 2419 "Erosion, Sediment, and Post-Construction Control", regarding stormwater management.

1.4 A copy of the Stormwater Construction Notice of Intent (CNOI) or Small Construction Notice of Intent (SCNOI), Stormwater Pollution Prevention Plan (SWPPP), and the inspection report forms are included elsewhere in the contract documents.

1.5 SPECIFIED ELSEWHERE. Clearing and Grubbing – 02111
Roadway Excavation and Embankment – 02226
Granular Base Course (Limestone) – 02234
Plant Establishment – 02931

1.6 **All erosion controls shall be in place prior to starting construction.**

2.0 MATERIALS

2.1 Silt fence materials shall be in accordance with Section 234.02, MDOT Specifications.

2.2 Straw Wattles shall consist of rice or wheat straw, shall be twelve (12) inches in diameter (\pm 1 inch), shall be wrapped in a tubular plastic netting and shall be furnished in lengths of twenty (20) feet or greater.

2.3 Grass and sod shall be in accordance with Section 02931 of these specifications.

2.4 Gravel or limestone for construction entrances shall be in accordance with Section 02234 of these specifications.

- 3.0 CONSTRUCTION REQUIREMENTS
- 3.1 Gravel or limestone construction entrances shall be constructed at the locations and to the dimensions shown on the plans.
 - 3.1.1 The construction entrance shall be maintained in a condition that will prevent the tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with additional gravel or limestone as conditions may demand. All materials spilled, dropped, washed, or tracked from vehicles onto roadway or into storm drains shall be removed immediately.
 - 3.1.2 When the construction entrance is no longer necessary (the site has been paved), the materials shall be removed from the site by the Contractor at his expense.
- 3.2 Silt fences shall be constructed at the locations shown on the plans or as directed by the Project Engineer.
 - 3.2.1 All posts shall be installed so that not more than three (3) feet of the post shall protrude above the ground. Extra posts for bracing shall be installed as necessary by the Contractor to provide stability. The woven wire shall be securely fastened to the wood posts with staples. When metal posts are used, the wire shall be fastened to the post with wire or other approved means. The fabric shall be attached to the wire fence by wire or other approved means. The bottom edge of the fabric shall be buried six (6) inches below ground surface to prevent undermining. When splicing of the fabric is necessary, two (2) posts shall be installed approximately eighteen (18) inches apart, and each piece of fabric shall be fastened to both posts.
 - 3.2.2 The fabric will be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, storage, or installation.
 - 3.2.3 Type II material may be installed without woven wire, provided that all of the conditions stated in Paragraph 234.03.1 of the MDOT Specifications are met.
- 3.3 Straw Wattles shall be installed as shown on the plans or as directed by the Project Engineer. They shall be placed on contour and staked with 18 inch or 24 inch wood stakes at four (4) foot on center. The ends of adjacent Straw Wattles shall be abutted to each other snugly.
- 3.4 Inlet protection shall utilize silt fencing and/or Straw Wattles to prevent sediment from entering into the storm drainage system.
- 3.5 Silt basins shall be constructed to the dimensions and at the locations shown on the plans or as directed by the Project Engineer. The silt basins shall be cleaned out as frequently as necessary to have at least fifty percent (50%) of the basin capacity available at all times. The silt basins shall be backfilled, compacted, and the areas shaped and dressed for seeding and mulching prior to completion of the project, unless otherwise directed by the Project Engineer. Grassing shall be done in accordance with the provisions contained in these specifications.
- 3.6 Grass seed shall be in accordance with Section 02930 of these specifications.

3.7 Rock check dams shall be constructed to the general dimensions and in the locations as shown on the plans.

3.8 MONITORING, MAINTENANCE, AND REMOVAL

3.8.1 The Contractor shall adhere to the City approved Stormwater Pollution Prevention Plan, which is included in this section. This Plan requires the monitoring and reporting of on-site stormwater management devices.

3.8.2 Monitoring shall occur at least once a week and after any rainfall event of one-half (1/2) inch or more. A maintenance report shall be made after each inspection, and these reports will be reproduced by the Contractor if requested by Project Engineer, City Engineer or other Regulatory Agency Representative.

3.8.3 The Contractor shall maintain all silt fences, erosion checks, rock check dams and silt basins throughout the project. When silt has accumulated against or within stormwater management devices, it shall be removed. When silt fences become ineffective or torn, they shall be replaced immediately. Maintenance shall be performed immediately as necessary to prevent erosion.

3.8.4 When stormwater management devices are no longer needed (i.e., site stabilized, project completed, and grass or vegetation has been established), they shall be removed and shall become the property of the Contractor for reuse or disposal. Disposal of all materials will be in accordance with all federal, state, and local laws and regulations. The area shall be neatly restored as close to its original state and given a pleasing appearance. All bare areas shall be seeded or sodded.

3.8.5 When rock check dams are no longer necessary, the riprap shall be placed within on-site drainage features such as pipe outlets, at headwalls or other areas where its use may prevent erosion.

4.0 METHOD OF MEASUREMENT

4.1 Silt fences shall be measured by the linear foot for the length of fence that is actually constructed, which shall be full compensation for its construction and maintenance and removal of silt accumulations throughout the project. There shall be no separate measurement or payment for the replacement of damaged or ineffective silt fence.

4.2 The contract price paid per linear foot of Straw Wattles shall include full compensation for furnishing all labor, material, including wood stakes, tools, equipment, and incidentals for all work involved in furnishing and installing Straw Wattles, complete in place as directed by the Project Engineer.

4.3 Gravel or limestone construction driveways shall be measured in accordance with Section 02234.

5.0 PAYMENT

5.1 Payment shall include all materials, installation, construction, maintenance, replacement, if necessary, and removal of silt throughout the project and will be full compensation for completing the work.

5.2 Payment shall be made in accordance with Pay Item No.

02295-A Silt Fence

\$ _____ per linear foot

02295-B Straw Wattles

\$ _____ per linear foot

02512.....HOT BITUMINOUS PAVEMENTS

1.0 SCOPE OF WORK

- 1.1 This work shall consist of constructing one or more courses of bituminous pavement on a prepared foundation in accordance with the requirements of these specifications and in reasonably close conformity with the lines, grades, thicknesses, and typical sections shown on the plans.
- 1.2 The bituminous pavement shall be composed of mineral aggregates, filler or other material, if required and bituminous material, mixed in a central plant and placed hot.
- 1.3 The work shall be in general accordance with Sections 401 and 403, Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

2.0 MATERIALS

- 2.1 Materials and their use shall meet the applicable requirements of Section 401 and all other referenced sections of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 The construction requirements shall be as prescribed in Sections 401 and 403, Mississippi Standard Specifications for Road and Bridge Construction, latest edition, and/or all current Special Provisions.
- 3.2 Surface course thickness in excess of two (2) inches shall be constructed in two (2) lifts. The minimum overall thickness for two-lift surfaces shall not be less than 3 inches. Acceptable thickness of the specified lift shall be in accordance with Section 401.02.04 of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition, by mixture.
- 3.3 The Contractor shall perform a subgrade proof roll test on all city streets prior to pavement or base application in the presence of the City Engineer or his duly authorized representative. This test must be coordinated through the City Engineering Department at least 48 to 72 hours prior to the proof roll inspection.
 - 3.3.1 Proof rolling shall be performed by the utilization of a tandem-axle twelve (12)-cubic yard ¾-loaded dump truck or equivalent load, as approved by the City Engineer.
 - 3.3.2 Asphalt shall be rolled and compacted per MDOT Standards. When paving on new surfaces a prime coat shall be applied at a rate of 0.25 gal/ per square yard.

4.0 METHOD OF MEASUREMENT

4.1 Accepted quantities of asphalt pavement, MDOT MT, 9.5 mm mix, of a specified thickness, will be measured by the ton, plan measure.

4.2 Accepted quantities of asphalt pavement, MDOT MT, 12.5 mm mix, of a specified thickness, will be measured by the ton, plan measure.

5.0 PAYMENT

5.1 Payment will be made under Pay Item No.

02512-A Asphalt Pavement
(MDOT MT, 9.5 mm mix)(2" Thick)

\$ _____ per ton

02512-B Asphalt Pavement
(MDOT MT, 12.5 mm mix)(4" Thick)

\$ _____ per ton

02521..... CURB AND COMBINATION CURB & GUTTER

1.0 SCOPE OF WORK

- 1.1 This work shall consist of constructing curb, gutter, and combination curb and gutter in accordance with these specifications and in reasonably close conformity with the lines, grades, dimensions and cross-sections shown on the plans.
- 1.2 All curb and gutter shall be constructed to meet current ADA Standards.

2.0 MATERIALS

- 2.1 Concrete — Class B, MDOT Specifications.
- 2.2 Reinforcement — Deformed, Grade 40 or 60 Billet Steel, ASTM A-615.
- 2.3 Pre-Molded Joint Filler — Bituminous, ½ inch thick, per AASHTO M-213.
- 2.4 Curing Compound — ASTM C-309.

3.0 CONSTRUCTION REQUIREMENTS

3.1 Excavation and Grade Preparation

- 3.1.1 Excavation and grade preparation for curb, gutter, and combination curb and gutter shall be included in the cost of the curbing. Material below curb and gutter shall be compacted to 95% Standard Proctor Density.

3.2 Forms

- 3.2.1 Forms, except for divider plates and templates, may be wood or metal. All forms shall be full depth, straight, and free of warp and shall be securely staked, braced, and sufficiently tight to prevent leakage of mortar. All forms shall be cleaned thoroughly and oiled before placing concrete against them.
- 3.2.2 Lumber for wood forms shall be sound, free of bulges, loose knots, and warps, and of uniform width. All lumber shall be dressed and at least two inches (commercial) thick, except Project Engineer may permit the use of flexible material on short radii.
- 3.2.3 Metal forms shall be approved sections and shall have a flat surface on top. They shall present a smooth surface and be of sufficient strength when braced to withstand the weight of the concrete without bulging or displacement. Special care shall be exercised by Contractor to keep metal forms free from rust, grease, or other foreign matter which would discolor the concrete.
- 3.2.4 Metal templates or dividing plates shall be of sufficient thickness and of such design as to hold the forms rigidly in place and to produce a smooth vertical joint after the plates are removed. They shall be of the full dimensions shown on the plans.

3.3 Placing Concrete

- 3.3.1 Unless otherwise specified, concrete used for curb, gutter, and combination curb and gutter shall be Class B, proportioned, mixed and placed in accordance with the provisions of S-601, MDOT Specifications.
- 3.3.2 Contractor shall place the concrete on a moist grade, consolidating it by vibration or other acceptable methods, and shall place weep holes through the curbs, where indicated on the plans.

3.4 Extruded Construction

- 3.4.1 Concrete curb and curb and gutter may be constructed by the use of a curb forming machine. Its continued use shall be contingent upon it producing curb with the specified section, line and grade. If these conditions cannot be met, construction shall be by conventional methods.

3.5 Sections and Joints

- 3.5.1 Concrete curb, gutter or combination curb and gutter, shall be constructed in uniform sections of the length specified on the plans. These lengths may be reduced where necessary for closure, but no section less than six (6) feet will be permitted. Contractor shall accurately set the templates before placing the concrete and allow them to remain in place wherever possible until the concrete has set sufficiently to hold its shape, but shall remove them while the forms are still in place.
- 3.5.2 Expansion joints shall be formed of pre-molded joint filler of the specified thickness, and shall be placed by Contractor in line with the expansion joints in the adjoining pavement or structure and at other locations designated on the plans. All joint fillers shall be cut to full cross section and shall extend for full depth, width and length. All expansion joint material protruding after the concrete is finished shall be trimmed as directed. Immediately after removal of forms, Contractor shall carefully expose the outer edges of filled joints.

3.6 Finishing

- 3.6.1 The concrete shall be finished smooth and even by a wood or other approved float. Forms on the face of curbs shall be removed as soon as the concrete will hold its shape, and the surface shall be finished with a wood float to a smooth even texture. Plastering will not be permitted. Strike-off templates of the form and shape of the gutter shall be used to shape the top surface of gutters. Before final finishing, Contractor shall check the surface of the gutters with a ten (10) foot straight-edge and all irregularities of more than 1/8 inch in ten (10) feet shall be corrected.
- 3.6.2 Edges on the faces of curbs shall be rounded with finishing tools having the radii shown on the plans. Edges where templates have been removed or expansion joint material has been placed shall be finished with an edging tool have a radius of 1/4-inch. All exposed surfaces against which some rigid type of construction is to be made shall be left smooth and uniform so as to permit free movement of the curb, gutter, or combination curb and gutter.

3.6.3 Contractor shall remove all tool marks with a wetted brush or wood float. The finished surface shall be a uniform color free from discolorations.

3.6.4 Where water valves are located either in the pavement or behind the curb, the curb face shall be stamped "WV" at the point where the alignment of the curb is perpendicular to the water valve.

3.7 Protection and Curing

3.7.1 After finishing operations have been completed and immediately after free water has evaporated, the surface and any exposed edges shall be uniformly coated by Contractor with the membrane-curing compound. It can be applied by a pressure sprayer, with a maximum coverage of 200 ft²/gal. Two (2) applications at 90° offset may be required on windy days.

3.7.2 Contractor shall have materials available at all times for the protection of unhardened concrete against rain. During the curing period, all traffic, both pedestrian and vehicular, shall be kept off the concrete. Vehicular traffic shall be kept off for such additional time as Engineer may direct. Contractor shall protect the work from damage until final acceptance. All sections which are damaged before final acceptance shall be removed and reconstructed by Contractor without additional compensation.

3.8 Backfilling and Clean Up

3.8.1 After the concrete has set sufficiently, Contractor shall fill the areas on the sides of the curb, gutter and combination curb and gutter to the required elevation with the specified materials and compacted as specified.

3.8.2 All surplus material shall be disposed of by Contractor as directed, and the entire area shall be left in a neat and satisfactory condition.

4.0 METHOD OF MEASUREMENT

4.1 Complete, in place, concrete curb and curb and gutter will be measured by the linear foot along the face of the curb or flow line of the gutter. A deduction will be made for driveway openings.

5.0 PAYMENT

5.1 Payment shall be made in accordance with Pay Item No.

02521-A Curb and Gutter
\$ _____ per linear foot

02521-B Header Curb
\$ _____ per linear foot

02522..... SIDEWALKS, ADA RAMPS AND DRIVEWAYS

1.0 SCOPE OF WORK

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

1.2 All pedestrian traffic areas including sidewalks and ramps shall conform to the requirements of the Americans with Disabilities Act (ADA).

1.3 Specified Elsewhere.

2.0 MATERIALS

2.1 Concrete — Class B, MDOT Specifications. Water will not be added to truck mixed concrete on site unless approved by City Engineer Department.

2.1.1 Concrete mixed by hand or on site concrete mixer shall be mixed at a minimum of 3,500 psi.

2.2 Reinforcement. Driveways — 6 x 6 No. 6 WWF or Fiber additive as approved by Engineer. Sidewalks and Ramps — if required, it will be specified on the plans.

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

2.4 Curing Compound — ASTM C-309

2.5 Detectable / Tactile Warning Surfaces – Both cast-in-place and surface applied detectable / tactile warning surface tile shall be produced of a vitrified polymer composite (VPC) such as Armor-Tile as manufactured by Engineered Plastics, Inc. (800-682-2525) or approved equal. If not indicated otherwise on the plans, the color of the product shall be yellow conforming to Federal Color No. 33538.

2.5.1 For surface applied detectable / tactile warning surface tiles, the following or an approved equivalent shall be used:

- a) Fasteners: Color matched, corrosion resistant, flat head drive anchor: ¼" diameter x 1 ½" long as supplied by Engineered Plastics, Inc. or approved equal.
- b) Adhesive: Armor-Bond as supplied by Engineered Plastics, Inc. or approved equal.
- c) Sealant: Armor-Seal as supplied by Engineered Plastics, Inc. or approved equal.

3.0 CONSTRUCTION REQUIREMENTS

3.1 Excavation and In-Grade Preparation

3.1.1 Excavation shall be made to the required depth and to a width that will permit the installation and bracing of forms. The foundation shall be shaped and compacted at the proper moisture content to a firm, even surface conforming to the lines, grades and sections shown on the plans. All soft, spongy, or other unsuitable materials encountered shall be removed and replaced with acceptable material. The foundation shall be shaped and compacted to 90% Standard Proctor at the proper moisture in areas with no traffic load and 95% in areas where traffic passes over.

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

3.3 Placing Concrete

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

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

3.3.3 The edges of driveways at expansion joints shall be edged with an edger having a radius of ½ inch.

3.4 Joints

3.4.1 Expansion joints shall be of the dimensions specified and shall be filled with the type of premolded expansion joint filler specified. Sidewalks shall be divided into sections by dummy joints formed by a jointing tool or other acceptable means. These dummy joints shall extend into the concrete for at least one-inch and shall be approximately 1/8 inch wide. Joints shall match as nearly as possible adjacent joints in curb or pavements. Dummy joints may be sawed in lieu of forming with a joint tool.

3.4.2 Construction joints shall be formed around all appurtenances such as manholes, utility poles, etc., extending into and through the sidewalk. Premolded expansion joint filler ¼-inch thick shall be installed in these joints. Expansion joint filler of the thickness indicated shall be installed between concrete sidewalks and fixed structure, such as a building or bridge. This expansion joint material shall extend for the full length of the walk.

3.5 Protection and Curing

3.5.1 After finishing and texturing operations have been completed and immediately after free water has evaporated, the surface of the slab and any exposed edges shall be uniformly coated with the membrane-curing compound. It can be applied by a pressure sprayer, with a maximum coverage of 200 ft²/gal. Two applications at 90° offset may be required on windy days.

3.5.2 Contractor shall have materials available at all times for the protection of unhardened concrete against rain. During the curing period, all traffic, both pedestrian and vehicular, shall be kept off the concrete. Vehicular traffic shall be kept off for such additional time as Engineer may direct. Contractor shall protect the work from damage until final acceptance. All sections which are damaged before final acceptance shall be removed and reconstructed by Contractor without additional compensation.

3.6 Detectable / Tactile Warning Surfaces. Detectable / Tactile Warning surface tiles shall be either cast-in-place for new construction or surface applied to existing improvements. Installation will not be allowed on asphalt surfaces.

3.6.1 Cast-In-Place Installation

3.6.1.1 The specifications of the structural embedment flange system and related materials shall be in strict accordance with the contract documents and the guidelines set by their manufacturers.

3.6.1.2 The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 – 7 to permit solid placement of the Cast-In-Place Tile system. An overly wet mix will cause the tile to float. Under these conditions, suitable weights such as 2 concrete blocks or sandbags (25 lb) shall be placed on each tile.

3.6.1.3 The concrete pouring and finishing operations require typical mason's tools, however, a four (4) inch long level with electronic slope readout, 25 lb. Weights, and a large non-marring rubber mallet are specific to the installation of the Cast-In-Place Tile system. A vibrating mechanism such as that manufactured by Vibco can be employed, if desired. The vibrating unit should be fixed to a soft base such as wood, at least one (1) foot square.

3.6.1.4 The factory-installed plastic sheeting shall remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile.

3.6.1.5 The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing concrete, a level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the drawings. The Cast-In-Place tiles shall be tamped (or vibrated) into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The embedment process shall not be accomplished by stepping on the tile as this may cause uneven setting which can result in air voids under the tile

surface. The contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.

- 3.6.1.6 Immediately after placement, the tile elevation is to be checked to adjacent concrete. The elevations and slope should be set consistent with contract drawings to permit water drainage to curb as the design dictates. Ensure that the field surface of the tile is flush with the surrounding concrete and back of curb so that no ponding is possible on the tile at the back side of curb.
- 3.6.1.7 While concrete is workable, a 3/8" radius edging tool shall be used to create a finished edge of concrete, then a steel trowel shall be used to finish the concrete around the tile's perimeter, flush to the field level of the tile.
- 3.6.1.8 Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets. Two (2) suitable weights of 25 lbs. each may be required to be placed on each tile as necessary to ensure solid contact of the underside of tile to concrete.
- 3.6.1.9 Following the concrete curing stage, protective plastic wrap is to be removed from the tile surface by curing the plastic with a sharp knife, tight to the concrete/tile interface. If concrete bled under the plastic, a soft brass wire brush will clean the residue without damage to the tile surface.
- 3.6.1.10 Individual tiles can be bolted together using ¼ inch or equivalent hardware. This can help to ensure that adjacent tiles are flush to each other during the installation process. Tape or caulking can be placed on the underside of the bolted butt joint to ensure that concrete does not rise up between the tiles during installation. Any protective plastic wrap which was peeled back to facilitate bolting or cutting, should be replaced and taped to ensure that the tile surface remains free of concrete during the installation process.

3.7 Backfilling and Cleaning Up

- 3.7.1 When the concrete has set sufficiently, all forms, bracing, etc., shall be removed and the sides of the walk or driveway shall be backfilled and compacted to the required elevation with suitable material. All surplus material shall be disposed of as directed, and the completed work and the site shall be left in a neat and presentable condition.
 - 3.7.1.1 Set the tile true and square to the curb ramp area as detailed in the design drawings, so that its location can be marked on the concrete surface.
 - 3.7.1.2 The surface to receive the tile shall be mechanically cleaned with a diamond cup grinder or shot blaster to remove any dirt or foreign material. This cleaning and roughening of the concrete surface should include at least four (4) inches around the perimeter of the area to receive the tile, and also along the cross pattern established by the corresponding areas on the backside of the tile. Those same areas should then be cleaned with a clean rag soaked in Acetone.

- 3.7.1.3 Immediately prior to installing the tile, the concrete surfaces shall be inspected to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oil, grease, sealers and determined to be structurally sound and cured for a minimum of thirty (30) days.
- 3.7.1.4 Using Acetone, wipe the backside of the tile around the perimeter and along the internal cross pattern, to remove any dirt or dust particles from the area to receive the adhesive.
- 3.7.1.5 Apply adhesive to the backside of the tile, following the perimeter and internal cross pattern established by the tile manufacturer. Sufficient adhesive must be placed on the prescribed areas to have full coverage across the two (2) inch width of the adhesive locator and shall be applied to within ¼" continuously around the perimeter edge of the tile. The entire tube of adhesive shall be applied to the back of each tile, sizes 24" x 36" and greater.
- 3.7.1.6 Set the tile true and square to the curb ramp area as detailed in the design drawings.
- 3.7.1.7 Working from the center of the tile outwards, proceed to drill and install all fasteners in the tile's molded recesses.
- 3.7.1.8 Standing with both feet, applying pressure around the molded recess provided in the tile, drill a hole true and straight to a depth of 3 ½" using a ¼" masonry drill bit. Drill through the tile without hammer option (on the drill) until the tile has been successfully penetrated, then with the hammer option (on the drill) to drill into the concrete.
- 3.7.1.9 Immediately after drilling each hole, before moving on to the next, and while still applying foot pressure, mechanically fasten tiles to the concrete substrate using a leather bound or hard plastic mallet to set the fasteners. Ensure the fastener has been placed to full depth in the dome, straight, and flush to the top of dome.
- 3.7.1.10 Following the installation of the fasteners, the concrete dust should be vacuumed, brushed or blown away from the tile's surface and adjacent concrete. Using Acetone on a rag, wipe the concrete around the tile's perimeter to ensure a clean, dry surface to receive perimeter sealant.
- 3.7.1.11 Perimeter caulking sealant shall be applied following the sealant manufacturer's recommendations. Tape all perimeter edges of the tile back 1/16" from the tile's perimeter edge and tape the adjacent concrete back ½" from the tile's perimeter edge to maintain a straight and even caulking line. Apply sealant around the perimeter using care to work sealant into any void between the tile and concrete interface. Tool the perimeter caulking with a rounded plastic applicator or spatula to create a cove profile between the tile and adjacent concrete. Remove tape immediately after tooling perimeter caulking sealant.
- 3.7.1.12 Do not allow foot traffic on installed tiles until the perimeter caulking sealant has cured sufficiently to avoid tracking. Adhesive or caulking on the surface of the tile can be removed with Acetone.

3.7.1.13 If installing adjacent tiles, note the orientation of each tile. Careful attention will reveal that one of the long edges of the tile is different than the other in regard to the tiny dotted texture. You may also note a larger perimeter margin before the tiny dotted texture pattern begins. Consistent orientation of each Armor-tile is required in order that the truncated domes on adjacent tiles line up with each other.

3.7.1.14 In order to maintain proper spacing between truncated domes on adjacent tiles, the tapered edge should be trimmed off using a continuous rim diamond blade in a circular saw or mini-grinder. The use of a straightedge to guide the cut is required. All cuts should be made prior to installation of the tiles. If installing adjacent tiles, care should be taken to leave a 1/8 inch gap between each tile to allow for expansion and contraction.

4.0 METHOD OF MEASUREMENT

4.1 Complete and accepted concrete sidewalks, ADA rampas and driveways will be measured for payment by the square yard. Ramps shall be considered as sidewalks for payment.

4.2 Detectable / Tactile Warning Surface Tiles shall be measured by the square foot.

5.0 PAYMENT

5.1 Payment will be made in accordance with Pay Item No.

02522-A Concrete Sidewalk

\$ _____ per square yard

02522-B Concrete Driveway

\$ _____ per square yard

02522-C Detectable / Tactile Warning Surface Tiles

\$ _____ per square foot

02581THERMOPLASTIC TRAFFIC MARKINGS

1.0 SCOPE OF WORK

1.1 This work shall consist of furnishing materials and applying reflectorized paint traffic markings in reasonably close conformity with these specifications and the details shown on the plans. This work shall fully conform to Section 626 "Painted Traffic Markings" of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

2.0 MATERIALS

2.1 Materials shall be as specified in Sections 720.01 and all other referenced sections of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

3.0 CONSTRUCTION REQUIREMENTS

3.1 Construction requirements will be in accordance with Section 626.03 of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

4.0 MEASUREMENT

4.1 Painted Traffic Markings, in accordance with the plans and specifications, shall be measured as a lump sum for the entire project.

5.0 PAYMENT

5.1 Payment will be in accordance with Section 626.05 and will be made under the following pay items:

02581-A Thermoplastic Traffic Markings

\$ _____ per lump sum

1.0 SCOPE OF WORK

1.1 The work covered by this section consists of furnishing all labor, equipment and materials and performing all operations in connection with providing cased crossings, bored by mechanical means, at the locations shown on the Drawings. The work shall consist of all operations required to install the specified casement pipe to the line and grade established by the ENGINEER and shown on the Drawings, or as specified by a permit approved or issued by the Kansas City Southern Railway Company or the authority having jurisdiction over the work.

1.2 SPECIFIED ELSEWHERE. Kansas City Southern Railway Requirements – 01030
Support of Excavations – 02275
High Density Polyethylene Pipe (HDPE) – 02724

1.3 QUALITY ASSURANCE

1.3.1 Cased crossings shall be performed by Contractors who are familiar with and experience in such work.

1.3.2 Contractor shall provide and maintain the principle equipment necessary to perform all of the work herein specified in an orderly and safe manner. The equipment shall consist of approved units designed or selected to perform and expedite all of the work and incidental items of construction.

1.3.3 Reference Standards: Comply with the applicable provisions of the following: ASTM A 139, Specification for Electric Fusion (Arc) — Welded Steel Pipe.

1.4 PRODUCT HANDLING

1.4.1 Protection: Contractor shall protect all materials and work, during and after installation.

1.4.2 Replacement: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer at no additional cost to the Owner.

1.5 SUBMITTALS

1.5.1 Shop Drawings: Submit for approval product data and installation instructions for the casing spacers.

1.5.2 Submit complete shop drawings showing all details of the encasement design and installation.

2.0 MATERIALS

2.1 CASING PIPE (CARRIER PIPES LARGER THAN 16")

2.1.1 The casing pipe shall be arc welded steel pipe, ASTM A 139, Grade B or better for pipe 16 inch and larger. For pipe less than 16 inch, the casing shall be steel pipe. The diameter and length shall be as shown on the plans and the minimum yield strength shall be 35,000 psi. The casing shall have a wall thickness to comply with the following table:

Outside Diameter (Inches)	Railroads*
12 and smaller	0.188
16	0.281
20	0.344
24	0.375
36	0.531
48	0.688
60	0.844
72	1.000

*Meets A.R.E.M.A. *Specifications for Pipelines for Conveying Nonflammable Substances*

2.1.2 The steel casing shall have a SSPC-SP6 Commercial Blast Cleaning. The protective coating shall be one of the following:

1. Carboline/Kop-Coat:
 - a. Primer: Bitumastic No. 300-M thinned 33 percent - 1 coat, 3.0-4.5 dry mils, 200-300 square feet per gallon.
 - b. Finish: Bitumastic 300-M - 2 coats, 8.0-10 dry mils, 90-115 square feet per gallon per coat.
2. Tnemec:
 - a. Primer: 46-41 thinned 20 percent - 1 coat, 4.0-6.0 dry mils, 200-300 square feet per gallon.
 - b. Finish: 46-41 - 2 coats, 8.0-10.0 dry mils, 90-120 square feet per gallon.
3. Or equal

2.2 CASING SPACERS

2.2.1 Provide carrier pipe spacers at 6' on center or 3 per pipe segment for each cased crossing unless otherwise shown on the Drawings.

- 2.2.2 Material: Spacer shell, risers and fasteners shall be made of T304 stainless steel with PVC liner and ultra-high molecular weight polymer runners to protect the carrier and casing pipe during installation unless otherwise ordered by the Engineer.
1. Shells: 14 gauge min. T304 stainless steel.
 2. Risers: 10 gauge min. T304 stainless steel.
 3. Fasteners: 5/16" min. T304 stainless steel.
 4. Liner: PVC 0.090 thick 85-90 durometer.
 5. Runners: Ultra high molecular weight polymer. Standard width 1.5"
 6. Side bolts: 5/16" – 18 UNC stainless steel.

2.2.3 Size: According to manufacturers recommendations.

2.2.4 Product and Manufacturer: Provide one of the following:

1. Advance Products & Systems, LLC
2. Cascade Waterworks Manufacturing Company
3. Or equal

2.3 CASING END SEALS

Provide casing pipe with seals that meet or exceed the following specifications:

2.3.1 Material: Neoprene rubber 0.093 thick.

2.3.2 The end seal will be of a cone shape, standard length 20".

2.3.3 Both ends of casing end seal will be fastened to the casing and the carrier pipe with an adjustable stainless steel band.

2.4 STEEL SPLIT CASINGS

2.4.1 Steel split casing pipe shall be E.R.W. carbon steel pipe. It shall be installed on existing utilities in drainage conflict structures. The wall thickness shall be 0.375". Spacers shall be installed per the manufacturers recommendation.

3.0 CONSTRUCTION REQUIREMENTS

3.1 DRY BORING

3.1.1 Casing pipe shall be installed by drilling a hole of a size no larger than 1" in diameter around the outside circumference of the casing pipe.

3.1.2 All borings shall be made with the auger inside the casing pipe with the cutting edge positioned just ahead of the pipe.

3.1.3 Water-bearing sands and mucky soils shall be well-pointed as required prior to commencing the bore.

3.1.4 Care shall be exercised at all times to keep the auger properly positioned with respect

to the casing pipe and to maintain forward pressure on the casing pipe to quickly run through any pockets of loose soil.

3.2 BORING WITH DRILLING FLUID (NOT PERMITTED)

3.3 BORING PIT CONSTRUCTION AND MAINTENANCE

3.3.1 Excavation and support of boring pits shall be in full compliance with Section 02275 – Support of Excavation of these Specifications. The Contractor shall design, furnish, install, and maintain a system of supports, including all sheeting, shoring, waling, bracing, posting, piling, anchoring, fastenings and associated items, to retain excavations in a safe manner, to control ground movements, and to protect adjacent structures. No additional compensation will be allowed for this operation.

3.3.2 Comply with the Maintenance of Traffic Requirements when boring pits are adjacent to roadways.

3.4 CASING SPACERS

3.4.1 Install in accordance with Drawings and manufacturer’s installation instructions.

4.0 METHOD OF MEASUREMENT

4.1 Steel casing pipe will be measured as the number of linear feet of casing in place, field measure.

4.2 Steel split casing pipe will be measured as the number of linear feet of split casing in place, field measure.

5.0 PAYMENT

5.1 Payment will be made under PAY ITEM NO.

02668-A 72” STEEL CASING (JACK AND BORE METHOD)

\$ _____per linear feet

02668-B 72” STEEL CASING (OPEN CUT)

\$ _____per linear feet

02668-C 12” STEEL SPLIT CASING

\$ _____per linear feet

02668-D 16” STEEL SPLIT CASING

\$ _____per linear feet

02721 CAST-IN-PLACE CONCRETE STRUCTURES

1.0 SCOPE OF WORK

1.1 This work shall consist of the construction of various cast-in-place concrete structures, including inlets, junction boxes, conflict boxes, headwalls and other concrete structures as detailed in these specifications or in the plans.

2.0 MATERIALS

2.1 Concrete - Class B, MDOT Specifications.

2.2 Reinforcement - Deformed Grade 40 or 60 Billet Steel, ASTM A-615.

2.3 Grates and Frames

2.3.1 Ferrous castings shall be of uniform quality, free from blowholes, shrinkage, distortion, or other defects. They shall be smooth and well cleaned by shot blasting. Metal used in the manufacture of castings shall conform to ASTM A-48-83 Class 35B for Gray Iron or ASTM A536-80 Grade 65-45-12 for Ductile Iron. All castings shall be manufactured true to pattern; component parts shall fit together in a satisfactory manner. Round frames and covers shall have continuously machined bearing surfaces to prevent rocking and rattling.

2.3.2 Castings for junction boxes shall be Product Number 001040301 (1040AGS Assembly) marked "STORM DRAIN" by EJ or approved equivalent. Rings shall be 7" ring (1045Z) or 9" ring (1048Z) by EJ as required. Castings for curb inlets shall be Product Number 41600307 (1600-3RG/1600-3CV Assembly) marked "STORM" by EJ or approved equivalent.

2.3.3 Gratings shall be Product Number 45724434A01 (V5724/V5724-4 Assembly) by EJ or approved equivalent. Grating for DN-9 shall be 1040M1 grate by EJ.

2.4 Underdrain – High density slotted polyethylene tubing, 4-inch I.D., with soil barrier nylon cloth sock that totally encapsulates the pipe.

2.5 Precast drainage structures - Precast concrete risers, eccentric cone sections, flat slab top (where required), base section, and adjusting rings shall conform to the requirements of ASTM Designation C-478.

Joints shall be sealed with either a preformed joint compound or a rubber gasket. Preformed joint compound shall meet Federal Specification SS-S00210 (210-A) and AASHTO Specification M-198. Rubber gaskets shall meet ASTM Designation C-443.

3.0 CONSTRUCTION REQUIREMENTS

3.1 Excavation

3.1.1 Excavation shall include the loosening, loading, removing, transporting and disposing of all materials, wet or dry, above or below ground, necessary to be removed to expose a firm, even foundation and sufficient to permit the installation and bracing of forms.

3.1.2 Native or select foundation material beneath concrete structures will be compacted to 95% Standard Proctor density.

3.1.3 Excavation shall be incidental and included in the cost of the structure.

3.2 Setting Forms

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

3.3 Reinforcement

3.3.1 Reinforcement shall be placed as indicated on the plans.

3.4 Inlet and Outlet Pipe

3.4.1 Inlet and outlet pipes shall extend through the walls of manholes and catch basins for a sufficient distance beyond the outside surface to allow for connections and shall be cut flush with the wall on the inside surface and neatly pointed.

3.4.2 The concrete shall be constructed around the pipes as to prevent leakage and from a neat connection

3.5 Castings, Gratings and Fittings

3.5.1 All castings and gratings shall be carefully handled. Injurious cracks, chips, surface mars, etc., which render them unsuitable for use or unsightly after being placed will be cause for rejection, and if so directed, they shall be replaced.

3.5.2 The castings, gratings and fittings shall be placed as indicated on the plans, or as directed, to line and grade, and in such a manner that subsequent adjustments will not be necessary.

3.5.3 When castings or gratings are to be set in concrete or cement mortar, all anchors or bolts shall be in the correct place and position before the concrete or mortar is placed, and they shall not be disturbed while the concrete or mortar is hardening.

3.5.4 Castings or gratings placed on previously constructed masonry shall be set in mortar beds or anchored to the masonry as shown on the plans. The bearing surface of the original masonry shall present an even surface and conform to line and grade so that the entire face of the back of the casting will come in contact with the masonry.

3.5.5 Castings and gratings shall be set firm and snug so that they will not rattle, shake or move unnecessarily.

3.5.6 Gray iron castings for manholes and catch basins shall be thoroughly coated with an approved coal tar pitch varnish.

- 3.5.7 All concrete structures which allow personnel access for maintenance, and are greater than four feet vertically, shall have pre-formed, coated steps installed in the wall closest to the access. Steps shall be installed at no more than 14" o.c. vertically. Plans and/or direction by Engineer's agent will be reviewed by contractor prior to installation.
- 3.5.8 Concrete shall be vibrated as needed to remove air voids in the structure.
- 3.5.9 Prior to pouring concrete, all areas to receive concrete shall be absent of all sand, mud, debris, water or other such material.
- 3.5.10 Concrete shall conform accurately to the dimensions and details indicated on the plans. Concrete shall not be permitted to fall more than six feet without the use of pipe or tremies at least six inches in diameter. Concrete shall be thoroughly consolidated in a manner that will encase the reinforcement and inserts, fill the forms, and produce a surface or even texture free of rock pockets and excessive voids.

3.6 Cleaning Up

- 3.6.1 Upon curing of the concrete, all forms and forming material shall be removed from the structure.
- 3.6.2 Upon completion, all structures shall be thoroughly cleaned of accumulations of silt, debris, and foreign matter. All surplus material shall be removed, and the site and the structure shall be maintained in a clean and neat condition until final acceptance.

3.7 Pre-Cast Structure

- 3.7.1 Pre-cast concrete inlets, manholes, and junction boxes may be substituted for poured-in-place structures, subject to Engineer's determination of equivalency and approval of submittals.
- 3.7.2 The method of joining precast concrete riser and cone sections shall be such that the ends are fully entered and the inner surfaces are reasonably flush and even. The finished manhole shall be free of visible evidence of leakage. Not more than two (2) adjusting rings shall be allowed per manhole.
- 3.7.3 Lifting holes in manhole walls shall be sealed with a non-shrink grout and shall have no visible evidence of leakage.
- 3.7.4 Manhole steps shall be a straight alignment so as to form a continuous ladder with a maximum distance of 14 inches between steps.
- 3.7.5 Manhole frame casting shall be set on a preformed joint compound on top of concrete cone section or adjusting ring, to line and grade, and in such a manner that subsequent adjustments will not be necessary.

4.0 METHOD OF MEASUREMENT

- 4.1 Pre-cast concrete structures, completed in accordance with these specifications and the details in the plans for which pay items are listed, will be measured by the number of units of the kind and size specified.
- 4.2 Concrete structures, completed in accordance with these specifications and the details in the plans, for which pay items are listed, will be measured by cubic yard of Class "B" Structural Concrete, based on the dimensions shown on the plans. Backfill, filter fabric, steps, grout, inverts, and perforated pipe stubbed out of drainage structures and geotextile will not be measured for separate payment. The cost thereof shall be absorbed in the unit prices bid for other items.
- 4.3 Reinforcing steel will be measured in pounds based on the computed weight of all reinforcement shown on the plans or authorized.
- 4.4 Castings and gratings will be computed in pounds from the dimensions and weights shown on the submittals or authorized.

5.0 PAYMENT

5.1 Payment shall be made in accordance with Pay Item No.

02721-A	Precast Drainage Structures (DN-3, DN-4, DN-5, DN-7, DN-8, and DN-9)	\$ _____	per each
02721-B	Precast Drainage Structures (DN-6 and DN-10)	\$ _____	per each
02721-C	Class "B" Structural Concrete, Minor Structures	\$ _____	per cubic yard
02721-D	Reinforcing Steel	\$ _____	per pound
02721-E	Castings	\$ _____	per pound
02721-F	Gratings	\$ _____	per pound

02722CONCRETE CULVERT PIPE

1.0 SCOPE OF WORK

1.1 This work shall consist of the furnishing and installation of pre-cast concrete culvert pipe and end sections in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans. It shall also consist of furnishing all materials and joining the work to other pipe, catch basins, manholes, inlets, etc., as maybe required to complete the work as designed.

1.2 Specified Elsewhere: Select Bedding & Foundation Material — 02221
Inspection of Underground Pipes – 02762

2.0 MATERIALS

2.1 Round reinforced concrete pipe shall conform to the requirements of ASTM C-76, Class III, minimum wall classification “B” conforming to AASHTO M-170. Joints shall be sealed with pre-lubricated pipe seal manufactured by the Forsheda Pipe Seal Corporation, Anderson, S.C., or approved equivalent.

2.2 Arch reinforced concrete pipe shall conform to the requirements of ASTM C-506, Class III conforming to the requirements of AASHTO M-206. Joints shall be sealed with “Ram-Nek” joint compound as manufactured by K.T. Snyder Co., or approved equivalent.

2.3 Flared end sections shall conform to Mississippi DOT Standard Specifications, Section 708.04. Flared end section pipe joints connecting to Round Reinforced Concrete Pipe shall utilize rubber gaskets to form an essentially watertight joint. Gaskets shall meet the requirements of ASTM Designation C-443. Flared end section pipe joints connecting to Arch Reinforced Concrete Pipe shall utilize preformed joint compound conforming to requirements of Federal Specification SS-S00210 (222-A) and AASHTO Designation M-198. Wrap all pipe joints with approved geotextile filter fabric.

2.4 Pipe shall be supplied in lengths of eight feet, except for closure pieces.

2.5 Pipe shall be supplied without lifting holes.

2.6 Pipes smaller than 12” (Round) or 18” x 11” (Arch) will not be allowed.

3.0 CONSTRUCTION REQUIREMENTS

3.1 Excavation

3.1.1 Excavation shall include the loosening, loading, removing, transporting, and disposing of all materials, wet or dry, above or below ground, within the allowable limits, necessary to be removed to install all concrete culverts included in this contract to the lines, grades, and dimensions specified in the plans.

- 3.1.2 Discharge from dewatering pumps shall be conducted to natural drainage channels, drains or storm drains. No water shall be discharged in the sanitary sewer system.
- 3.1.3 The maximum allowable trench width is 2 feet plus the pipe O.D. and refers to the maximum width that will be used for computation of the applicable pay items for bedding, foundation or borrow material. The Contractor may excavate a wider trench at his own expense as long as the trench remains within the right-of-way limits and the City or his authorized representative approves the dimension of the wider trench.
- 3.1.4 The bottom width of the trench shall be within the limits detailed in the plans. Overdigging is not permitted unless authorized by Project Engineer or City Engineer.
- 3.2 Laying Pipe
- 3.2.1 Begin at the downstream end. The lower segment of the pipe shall be in contact with the shaped bedding throughout its full length. Bell or groove ends shall face upstream.
- 3.3 Joining Pipe
- 3.3.1 Comply with the joint seal manufacturer's written instructions. Ends shall be clean and dry and full entered. Wrap pipe joint with 4 ounce filter cloth as detailed in the plans.
- 3.4 Pipe Embedment and Backfill
- 3.4.1 Embedment of pipe and placement of backfill shall proceed as detailed in the plans. Backfill shall be free of debris and woody or vegetative matter.
- 3.4.2 Should Engineer determine that the native material at the bottom of the trench is not a suitable foundation for the pipe, he may authorize overdigging the trench a depth of six (6) inches and replace with a select foundation material upon approval by City Engineer.
- 3.4.3 Generally, loose material left by the excavator on the trench bottom and soft material shaved from the trench excavation will be adequate for bedding the pipe so that it is fully supported.
- 3.4.4 The haunching material shall be native material secured from the trench excavation and thoroughly compacted to the spring line of the pipe and extending to the side walls of the trench. A minimum 90 percent Standard Proctor will be considered adequate compaction.
- 3.4.5 The initial backfill (native material secured from the trench excavation) may then proceed to a height of 12 inches above the top of the pipe and be mechanically tamped. Further backfill shall not proceed until initial backfill has been observed by Project Engineer.

- 3.4.6 Should Engineer determine that the native material secured from the trench excavation is not suitable for embedment, he may authorize the use of a select bedding material and with concurrence from City Engineer.
- 3.4.7 Further backfill utilizing material from trench excavation may then proceed to the original ground surface in 12-inch lifts compacted to eliminate air voids.
- 3.4.7.1 In areas where pipe trench backfill is not under or immediately adjacent to existing or proposed structures, roads, driving surfaces, or sidewalks, the material will be compacted to 90% Standard Proctor Density.
- 3.4.7.2 In areas where pipe trench backfill is under or immediately adjacent to existing or proposed structures, roads, driving surfaces, or sidewalks, the material will be compacted to 95% Standard Proctor Density.
- 3.4.8 The Contractor shall place such sheathing and shoring in the trenches or utilize a trench box as may be necessary to properly support the trench walls and any adjacent structures. The type and amount of sheathing and shoring shall be such as the nature of the ground and attendant condition may require. It shall be the sole responsibility of the Contractor to provide such sheathing, shoring and bracing as may be required for the safe conduct of the work. The Engineer or his authorized representative may, however, order the placement of sheathing, shoring or bracing if, in his opinion, it is required to properly execute the work in accordance with these specifications. No additional compensation will be allowed for this operation.
- No actions or instructions by the Engineer or his authorized representative shall be regarded as his responsibility for the security of the trench or protection of workmen. The full responsibility shall remain with the Contractor.
- 3.4.9 The Contractor shall keep all excavations free from water at his own expense while pipe laying is in progress and to such extent as may be necessary while excavation work alone is being carried on. He shall provide for the disposal of the water removed from excavations in such manner as shall not cause injury to the public health, to public or private property, or to any portion of the work completed or in progress, or any impediment to the use of the streets by the public. No water shall be discharged into the sanitary sewer system.
- 3.4.10 Contractor shall maintain trench backfill at ground surface until final acceptance of the Work.
- 3.4.11 All surplus material not used in backfilling shall be removed and disposed of by Contractor, at his own expense.
- 3.5 Prior to acceptance, pipes shall be inspected and/or repaired in accordance with Section 02762.

4.0 METHOD OF MEASUREMENT

- 4.1 The lengths of pipe, complete in place, will be measured by the linear foot by

multiplying the number of commercial lengths by the nominal length per section.

4.2 There shall be no separate measurement or payment for work under Section 02762. Clearing and inspection shall be included in the bid price for the pipe.

5.0 PAYMENT

5.1 Payment shall be made under Pay Item No.

02722-A	18" RCP	\$ _____	per linear foot
02722-B	60" RCP	\$ _____	per linear foot
02722-C	72" RCP	\$ _____	per linear foot
02722-D	73"x45" RCAP	\$ _____	per linear foot

02724.....HIGH DENSITY POLYETHYLENE PIPE (HDPE)

1.0 SCOPE OF WORK

1.1 Furnish all labor, materials, equipment and incidentals for installation of high density polyethylene (HDPE) pipe in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans established. It shall also consist of furnishing all materials and joining the work to other pipe, catch basins, junction boxes, drain inlets, etc., as may be required to complete the work as designated.

1.2 Coordination: Review installation procedures under other Sections and coordinate the Work that must be installed with the materials specified herein and which is related to this Section.

1.3 SPECIFIED ELSEWHERE. Inspection of Underground Pipes – 02762

1.4 QUALITY ASSURANCE

1.4.1 Source Quality Control:

Obtain pipe from no more than one manufacturer.

Obtain fittings from no more than one manufacturer.

1.4.2 Reference Standards: Comply with latest editions of the following:

AWWA C901, Polyethylene Pressure Pipe and Tubing, 1/2" through 3", For Water Service.

AWWA C906, Polyethylene Pressure Pipe and Fittings, 4" through 63", For Water Distribution.

ASTM D 2239, Polyethylene Plastic Pipe (SIDR-PR), (Iron Pipe Size; ID).

ASTM D 3350, Specification for Polyethylene Plastics Pipe and Fittings Material.

ASTM D 3035, Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter (1/2" to 24").

ASTM D 1693, Test Method for Environmental Stress Cracking of Ethylene.

AWWA Manual M55, PE Pipe – Design and Installation.

1.5 SUBMITTALS

1.5.1 Shop Drawings and Product Data: Comply with the general requirements of these contract documents.

1.5.2 Submit for approval the following:

1. Size, class and other details of pipe to be used.

2. Information on typical joint and harnessing details.

1.5.3 Tests: Submit description of proposed testing methods, procedures and apparatus. Submit copies of all test reports.

1.5.4 Record Drawings: During progress of the Work, keep an up to date set of drawings showing field modifications. Submit drawings at a scale satisfactory to the ENGINEER that show the actual in-place installation of all piping and appurtenances

installed under this Section. The drawings shall show all piping on plans with all reference dimensions and elevations required for complete record drawings of the piping systems. The drawings shall be furnished not later than 30 days after Substantial Completion of the Work.

1.6 DELIVERY, STORAGE AND HANDLING

1.6.1 Delivery, storage and handling of pipe, fittings, and specials shall be in complete compliance with the manufacturer's instructions.

1.6.2 Handle all pipe, fittings and accessories carefully with approved handling devices. Do not drop or roll pipe off trucks. Do not otherwise drop, roll or skid pipe. Materials cracked, gouged, chipped, dented or otherwise damaged will not be approved.

1.6.3 Pipe, fittings and specials shall be unloaded opposite to or as close to the place where they are to be laid as is practicable to avoid unnecessary handling. Interiors shall be kept free from dirt and foreign matter.

2.0 MATERIALS

2.1 GENERAL

2.1.1 Specifically construct and install piping systems for the services intended to comply with the design conditions specified or shown in the drawings.

2.2 PRESSURE PIPE

2.2.1 Materials used for the manufacture of polyethylene pipe and fittings shall be extra high molecular weight, high density ethylene/hexene copolymer PE 4710 polyethylene resin meeting the above listed physical property and pipe performance requirements:

1. The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific product. The said certification shall include a stress life curve per ASTM F-714. The stress regression testing shall have been done in accordance with ASTM F-714, and the manufacturer shall provide a product supplying a minimum Hydrostatic Design Basis (HDB) of 1,600 psi, as determined in accordance with ASTM F-714.
2. The material shall be listed by PPI (the Plastics Pipe Institute, a division of the Society of the Plastics Industry) in PPI TR-4 with a 73° F hydrostatic design stress rating of 800 psi, and a 140° F hydrostatic design stress rating of 400 psi. The PPI Listing shall be in the name of the pipe manufacturer, and shall be based on ASTM F-714 and PPI TR-3 testing and validation of samples of the pipe manufacturer's production pipe.
3. The Manufacturer's certification shall state that the pipe was manufactured from one specific resin in compliance with these specifications. The certificate shall state the specific resin used, its source, and list its compliance to these specifications.

2.2.2 Pipe and Fittings:

1. Pipe:
 - a. Pipe supplied under this specification shall have a nominal DIPS (Ductile Iron Pipe Size) OD unless otherwise specified. The DR (Dimension Ratio), and the pressure rating of the pipe supplied shall be DR 26-80 psi unless otherwise noted on the Drawings.
 - b. The pipe shall be produced from approved HDPE pipe grade resin(s), with the nominal physical properties outlined herein and to the dimensions and tolerances specified in AWWA C906-99.
 - c. Approved Pipe Manufacturers:
 - (1) ISCO Industries, LLC.
 - (2) DriscoPlex Series 4000 and 5100 by Performance Pipe
 - (3) Or equal.

2. Pipe Performance:

The pipe shall be in compliance with the physical and performance requirements of Section 3 of this specification. Specifically, the pipe will be extruded from resin meeting specifications of ASTM D-3350 with a cell classification of 445574C, and shall be listed in the name of the pipe and fitting Manufacturer in PPI(Plastics Pipe Institute) TR-4 with a standard grade HDB rating of 1600 psi at 73°F. The material shall be listed and approved for potable water in accordance with NSF/ANSI 61.

3. Fittings:

The standard HDPE fittings shall be standard commercial products manufactured by injection molding or by extrusion and machining, or, shall be fabricated from AWWA C906-99 pipe conforming to this specification. All fittings shall be manufactured by the manufacturer of the pipe on each project. The fittings shall be manufactured from the same approved resin type, grade, and cell classification as the pipe itself. The fittings shall be fully pressure rated by the manufacturer to provide a working pressure equal to the pipe for 50 years service at 73.4° F with an included 2:1 safety factor. The manufacture of the fittings shall be in accordance with good commercial practice to provide fittings homogeneous throughout and free from cracks, holes, foreign inclusions, voids, or other injurious defects. The fitting shall be as uniform as commercially practicable in color, opacity, density and other physical properties. The minimum "quick-burst" strength of the fittings shall not be less than that of the pipe with which the fitting is to be used. All fittings shall be pressure tested by the pipe/fitting manufacturer to the specification and requirements of AWWA C906-99. Standard fittings are tees, ells, flange adapters, reducers, transition fittings, branch and service saddles, and hot-tap tees.

2.2.3 Joining

1. Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be heat fusion method and shall be performed in strict accordance with the pipe manufacture's recommendations. The heat fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400° F, alignment, and 75 psi interfacial fusion pressure.

2. Heat fusion joining shall be 100% efficient offering a joint weld strength equal to or

greater than the tensile strength of the pipe. Socket fusion shall not be used. Extrusion welding or hot gas welding of HDPE shall not be used for pressure pipe applications nor in fabrications where shear or structural strength is important. Flanges, unions, grooved-couplers, transition fittings and some mechanical couplers may be used to mechanically connect HDPE pipe without butt fusion. Refer to the manufacturer's recommendations.

2.3 MARKING REQUIRMENTS

2.3.1 Intervals: 5 feet maximum.

2.3.2 Product Marking:

1. Pipe nominal size.
2. Pipe schedule or DR designation.
3. Specification Designation: AWWA C906-99.
4. Material classification.
5. Manufacturer's name or trade name and code.
6. Shall include green stripes for sewer and blue stripes for water

3.0 CONSTRUCTION REQUIREMENTS

3.1 INSTALLATION

3.1.1 General: Per Specification 02268 – Cased Crossings

3.1.2 Laying Pipe.

1. Segments of pipe having cuts or gouges in excess of 10% of the wall thickness of the pipe shall be cut out and removed. The undamaged portion of pipe can be rejoined using the butt fusion joining method.

3.1.3 Jointing Pipe.

1. Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, fusion temperature, alignment, and fusion pressure.

4.0 METHOD OF MEASUREMENT

4.1 The lengths of pipe will be measured as the number of linear feet of pipe in place, field measure.

4.2 There shall be no separate measurement or payment for work under Section 02762. Cleaning and inspections shall be included in the bid price for the pipe.

5.0 PAYMENT

5.1 Payment shall be made in accordance with Pay Item No.

02724-A 63" HDPE Fusible Pipe

\$ _____ per linear foot

1.0 SCOPE OF WORK

1.1 This work consists of all labor, materials, equipment, and services necessary to place a protective covering of stone riprap and geotextile fabric at the headwall structure shown on the plans or at other locations as directed by the Engineer. The work shall be in accordance with these specifications and in conformity with the lines and grades shown on the plans or established by Engineer.

2.0 MATERIALS

2.1 Stone used for riprap shall be hard; durable; angular in shape; resistant to weathering and to water action; and free from overburden, spoil, shale, and organic material. Neither breadth nor thickness of the stones should be less than one-third (1/3) its length. The minimum weight of stone shall be 155 pounds per cubic foot. The stones shall meet the following requirements:

<u>Size of Stone</u>	<u>Percent of Total Weight Smaller than Given Size</u>
200 pounds	100%
40 pounds	20%
10 pounds	10%

2.2 Geotextile fabric used under riprap shall meet the requirements of Type V in Table I of Section 714, MDOT Specifications, latest edition.

3.0 CONSTRUCTION REQUIREMENTS

3.1 GENERAL. Slopes to be protected by riprap shall be free of brush, trees, stumps, and other objectionable material and shall be dressed to a smooth surface. All soft or spongy material shall be removed to the depth directed by Engineer’s representative, replaced with select excavated material, and thoroughly compacted.

3.2 INSTALLATION OF GEOTEXTILE FABRIC. The fabric shall be placed loosely without wrinkles or creases with long dimension perpendicular to channel. The strips shall be placed to provide a minimum overlap of eighteen (18) inches. Securing pins with washers shall be inserted through both strips of overlapped fabric at two (2)-foot intervals. The fabric shall be placed so that the upstream strip overlaps the downstream strip and the higher slope strip overlaps the lower slope strip.

3.3 RIPRAP

3.3.1 Placement of riprap shall be from the bottom of the slope upward in a manner that will ensure that the larger rock fragments are uniformly distributed and the smaller rock fragments serve to fill the spaces between the larger rock fragments, resulting in a well-keyed, densely placed, uniform layer of riprap one and one-half (1½) feet thick. Hand placing shall be required only to the extent necessary to secure the results specified above. The outer edges and the top of the riprap where the construction terminates shall be formed so that the surface of the riprap will be embedded and even with the surface of the adjacent ground.

3.3.2 Gradation of riprap will be controlled by visual inspection. Any difference of opinion between the Engineer and the Contractor shall be resolved by removing a five foot by five foot (5' x 5') area of a previously placed riprap course and checking the gradation by sorting and weighing. The equipment and labor needed for checking gradation shall be provided by the Contractor at no additional cost to the Owner. Any installed riprap found not to meet the specified gradation requirements shall be removed and replaced with stone that does meet the specified gradation at no additional cost to the Owner.

4.0 METHOD OF MEASUREMENT

4.1 Riprap shall be measured by the cubic yard completed in place. Pay volume will be determined by outside dimensions of the approved area covered multiplied by a depth of one and one-half (1½) feet. Geotextile fabric shall not be measured for separate payment.

5.0 PAYMENT

5.1 Riprap shall be paid in accordance with the "per square yard" unit bid price. This shall be full compensation for furnishing all materials, tools, and labor; the preparation of subgrade; the placing of geotextile fabric; and the placing of riprap to the specified depths.

5.2 Payment shall be made in accordance with Pay Item No.

02752-A Riprap (18" Thick) (200 lb.)

\$ _____ per square yard

02762.....INSPECTION OF UNDERGROUND PIPES

1.0 SCOPE OF WORK

1.1 This work shall consist of the cleaning, lamping, and inspection of all gravity sewer mains and drainage culverts constructed under this contract. All underground pipes to be inspected shall be lamped between manholes, junction boxes, and inlets; cleaned; and either video-inspected or visually-inspected, depending on the size of the pipe.

1.2 SPECIFIED ELSEWHERE. Concrete Culvert Pipe – 02722

2.0 MATERIALS AND EQUIPMENT

2.1 Contractor shall provide adequate battery-powered lights and mirrors for use during the lamp inspection.

2.2 Contractor shall use a closed circuit video system to remotely inspect the pipe. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. The television camera shall be capable of 360 degree rotation to allow for more detailed views of pipe joints and connections. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, video recorder, and other components of the video system shall be capable of producing the picture and quality required to properly evaluate the condition of the pipe being inspected.

3.0 CONSTRUCTION REQUIREMENTS

3.1 CLEANING

3.1.1 Underground pipes shall be cleaned with high pressure water cleaning equipment utilizing a vacuum truck or other suitable method for removing debris from the pipe.

3.1.2 Cleaning shall continue until there is no debris in sewer mains or a maximum of one (1)-inch depth of sand / silt in drainage culverts.

3.1.3 Contractor shall dispose of debris at an approved location and in accordance with all laws regulating such disposal.

3.2 VIDEO INSPECTION

3.2.1 All gravity sewer mains, drainage culverts forty-eight (48) inches in diameter and smaller (round) or seventy-three (73) inches x forty-five (45) inches and smaller (arch) shall be lamped and video inspected. Contractor shall notify the Design Engineer and City Engineer at least forty-eight (48) hours in advance of a scheduled inspection. The Design Engineer and/or the City Engineer or their designees shall be allowed to witness the inspection.

- 3.2.2 Underground pipes shall be lamped between structures (manholes, inlets, junction boxes, etc.) to verify that they are straight and properly graded without curves or sags.
- 3.2.3 Contractor shall make a video inspection of the underground pipe and deliver copies of inspection video on a CD/DVD to both the Design Engineer and the City Engineer.
- 3.2.4 If defects of the underground pipe are found, Contractor shall correct the defect at his own expense and then shall clean and video inspect the defected run of pipe as required above. This procedure shall be repeated until the defect is corrected and the pipe segment is accepted.
- 3.3 VISUAL INSPECTION
- 3.3.1 Drainage culverts larger than the sizes specified in paragraph 3.2.1 above may be visually inspected by the Design Engineer and/or the City Engineer.
- 3.4 WARRANTY INSPECTION
- 3.4.1 No sooner than ten (10) months and no later than eleven (11) months after Substantial Inspection, the Contractor shall clean and video inspect all underground pipes requiring video inspection. This cleaning and video inspection shall be in accordance with paragraph 3.1 and 3.2 above.
- 3.4.2 If defects of the underground pipe are found, Contractor shall correct the defect at his own expense and then shall clean and video inspect the defective run of pipe as required above. This procedure shall be repeated until the defect is corrected and the Contractor is released from maintenance.
- 4.0 METHOD OF MEASUREMENT
- 4.1 There shall be no separate measurement for lamping, cleaning, inspection, or repair of underground pipes, and the cost for this work shall be included in other items bid.
- 5.0 PAYMENT
- 5.1 There shall be no separate payment for work under this section.

1.0 SCOPE OF WORK

- 1.1 This work shall consist of ground preparation, fertilizing, seeding, and planting of sod to establish a permanent ground cover of grass on all areas where the natural vegetative cover has been removed by construction activities and the covering of steeply sloping seeded areas with an erosion control mat.
- 1.2 The warranty shall apply to the establishment of permanent grass for ground cover.

2.0 MATERIALS

2.1 Seed

- 2.1.1 All seeds shall comply with the seed laws of the State and the current regulations duly promulgated thereunder.
- 2.1.2 Seeding mixtures shall be used at the following rates:

Planting Between March 1 and October 15:
Common Bermuda Grass 55 lbs./acre
Brown Top Millet 30 lbs./acre

Planting Between October 15 and March 1:
Common Bermuda Grass 55 lbs./acre
Rye Grass 30 lbs./acre

2.2 Fertilizer

- 2.2.1 All fertilizers shall comply with the fertilizer laws of the State.
- 2.2.2 Fertilizer shall be commercial combination, 13-13-13 (Nitrogen, Phosphorous, and Potash) and shall be distributed at a rate of 500 lbs./acre.

2.3 Erosion Control Mat

- 2.3.1 Erosion Control Mat shall be excelsior blanket with biodegradable net, as specified in Section S-715.09.2 of MDOT Specifications or an approved equivalent.

2.4 Solid Sod

- 2.4.1 Solid sod shall be Centipede, or match existing approved sod species, and shall be live, fresh, growing grass with at least one and one-half inches (1½") of soil adhering firmly to the roots when placed. The sod shall be reasonably free from noxious weeds or other grasses and shall not contain any matter deleterious to its growth or which might affect its subsistence or hardiness when transplanted. The sod shall be in blocks at least eight inches by eight inches (8" x 8") and reasonably free from ragged edges. All solid sod materials shall be approved by Engineer

- prior to transplanting.
- 2.5 Mulch
- 2.5.1 Mulch shall be wood or paper cellulose fiber containing no germination inhibiting or growth inhibiting agents. Characteristics shall be as follows:
- | | | |
|----|------------------------|---------------------------------------|
| a. | Moisture Content | 10% (± 2%) |
| b. | Organic Matter | 99.4% (± 0.2%) |
| c. | Ash | 0.6% (± 0.2%) |
| d. | pH | 4.8 (± 0.5%) |
| e. | Water Holding Capacity | 1050 grams water / 100 grams of fiber |
- 2.5.2 Tackifier used in the hydro-seeding process shall be a liquid concentrate diluted with water, forming a transparent three-dimensional film-like crust permeable to water and air and containing no agents toxic to seed germination. TERR-MULCH TACKING AGENT IIII or an approved equivalent shall be used.
- 2.6 Straw mulch shall be clean out or wheat straw, well seasoned before bailing and free from manure, seed bearing stalks, or roots of prohibited or noxious weeds.

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 Plant Establishment (Seeding)
- 3.1.1 Ground preparation shall consist of plowing and pulverizing the soil within the area to be planted or seeded. Unless otherwise stipulated, the soil shall be prepared to a depth of not less than four (4) inches. The soil area shall be thoroughly disked and harrowed until well pulverized to the full depth, and the area shall present a smooth, uniform, loose appearance with all large clods, earth balls, boulders, stumps, large roots, or other particles which will interfere with the work removed.
- 3.1.2 If wetting of the soil is necessary for proper ground preparation, Contractor shall supply sufficient water therefor. Full advantage shall be taken of weather and soil conditions, and no attempt shall be made to prepare the soil while it is wet or in an otherwise non-tillable condition.
- 3.1.3 In any case, the soil shall be so pulverized and cultivated as to provide a suitable bed for planting or seeding operations, and the area shall be true to the lines and grades as established.
- 3.1.4 The amounts and types of fertilizers shall be applied uniformly on the areas to be planted or seeded and uniformly incorporated into the soil.
- 3.1.5 All fertilizer shall be incorporated within twenty-four (24) hours following spreading, unless otherwise directed.
- 3.1.6 The recommended quantity for the specified fertilizer shall be 500 pounds/acre.
- 3.1.7 Seeding shall not be done during windy weather or when the ground is frozen,

- extremely wet, or in an untillable condition.
- 3.1.8 All seeds shall be covered lightly with soil by raking, rolling, or other approved methods, and the area compacted with a cultipacker.
- 3.1.9 Erosion Control Mat shall be installed on all steeply sloping areas after seeding in accordance with Sections S-227.03 and S-227.04, MDOT Specifications.
- 3.1.10 Growth or coverage shall be considered acceptable when a satisfactory stand and growth of in-season plantings have sufficiently covered the area seeded to provide ample erosion protection. It shall be the responsibility of the Contractor that the seed planted has produced a living and growing vegetative cover at the time of acceptance.
- 3.1.11 Plant establishment and maintenance shall consist of the necessary protection of the seeded or top seeded areas and other operations of maintenance, including watering, weeding, mowing, repairing, and reseeded of all areas damaged or eroded as a result of Contractor's operations, negligence, or by normal rains or storms.
- 3.2 Solid Sod
- 3.2.1 Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling, and planting.
- 3.2.2 The sod shall be transplanted within twenty-four (24) hours after arriving on the project. All sod in stacks shall be kept moist and protected from exposure to the wind and sun and from freezing. In no event shall more than three (3) days elapse between the cutting and planting of the sod without approval of the Engineer.
- 3.2.3 Prior to ground preparation for solid sodding, all excavating, shaping, and dressing shall have been completed in such a manner that the foundation for the sod has the proper cross section, line, and grade, and so that the sod after placement will be flush with or slightly below the adjacent final ground line.
- 3.2.4 Ground preparation and fertilizing may then proceed in the same manner prescribed for seeding.
- 3.2.5 The sod shall be placed on the prepared surface with edges in close contact and starting at the lowest point and working upward. Cracks between the blocks of sod shall be filled with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of approved soil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Light rollers, hand tamps, or other approved equipment shall be used for compacting.
- 3.2.6 Solid sodding shall be performed only when weather and soil conditions are suitable for proper placement.
- 3.2.7 Plant establishment shall consist of preserving, protecting, replacing, watering, mowing, and other work necessary to keep the sod in a satisfactory condition at all times until final acceptance.

3.2.8 A satisfactory growth of solid sodding shall be understood to mean a healthy, living, and growing grass turf which has been planted on an approved foundation and has been maintained in accordance with the requirements of these specifications.

3.3 Plant Establishment by Hydro-Seeding

3.3.1 A mixture of sed, fertilizer, mulch, and tackifier in a water slurry shall be applied using hydraulic mulching equipment in the following minimum quantities:

Fertilizer	500 lbs./acre
Mulch	1200 lbs./acre
Seed	(as specified in this section)
Tackifier	30 lbs./acre (60 lbs./acre in ditches)

3.3.2 Straw mulch shall be placed on areas that have been hydro-seeded within twenty-four (24) hours of seeding.

3.3.3 Straw mulch shall be placed in a continuous blanket at a rate of two and one-half (2½) tons per acre or two (2) fifty (50)-pound bales per 1,000 square feet of area.

3.3.4 Straw mulch shall be crimped into the soil by mechanical means. Anchor straw mulch with tackifier at a rate of 30 lbs./acre.

3.3.5 Contractor shall protect buildings, paving, plantings, and all non-seeded areas from tackifier overspray.

4.0 **METHOD OF MEASUREMENT**

4.1 Plant Establishment (Seeding), complete with satisfactory growth and coverage, will be measured by the acre.

4.2 Erosion Control Mat, including staples, completely in place and accepted, will be measured by the square yard of finished surface. No allowance will be made for overlap.

4.3 Solid Sod will be measured by the square yard.

4.4 Ground preparation, fertilizer, and seedings by the hydro-seeding method with all necessary mulching, tackifiers, and other items with satisfactory growth and coverage will be measured for payment by the square yard.

5.0 **PAYMENT**

5.1 Payment for Plant Establishment (Hydro-Seeding) shall be made in accordance with the "per acre" bid price. A payment of 50% of the bid price will be made when the initial work is complete. An inspection will be made sixty (60) days after seeding to determine if reseeding of some areas will be required. Payment of the remaining 50% of the bid price will not be made until after a satisfactory growth and coverage of grass, as determined by the Engineer, is in place.

5.2

Payment shall be made in accordance with Pay Item No:

02931-A Plant Establishment (Solid Sod)

\$ _____ per square yard

02931-B Plant Establishment (Hydro-Seeding)

\$ _____ per acre

1.0 SCOPE OF WORK

1.1 This work shall consist of all labor, materials, signs, and equipment necessary to maintain temporary access roads, detours, and generally provide for a safe traffic flow during the course of the project.

2.0 MATERIALS AND EQUIPMENT

2.1 All barricades, signs, temporary striping, flagmen, and other traffic control devices will conform to the latest edition of the Manual of Uniform Traffic Devices.

2.2 The applicable material requirements set out in Section 619 of the MDOT Specifications or in other contract documents shall apply to all materials used in temporary traffic facilities. Contractor shall select and use materials that, with adequate maintenance or replacement, will provide a satisfactory facility for the entire period the temporary facility is required.

2.3 Crushed limestone for temporary access roads and detours shall meet the material requirements as specified in Section 02234.

3.0 CONSTRUCTION REQUIREMENTS

3.1 As a minimum, the Contractor will erect and maintain traffic controls in conformance with the Manual of Uniform Traffic Control Devices. Signage will be in place prior to construction work commencing on any portion of the project. All barricading, etc., will be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices.

3.2 The Contractor shall designate a responsible, qualified person prior to beginning construction to ensure that the Contractor properly constructs, installs, erects, and maintains all required traffic control devices. An inspection of the traffic control signs and devices shall be performed at periods not exceeding one week, regardless of construction activity within the project. The Contractor will be required to immediately rectify any noted deficiencies.

3.3 The Contractor will not detour traffic unless the Contractor has obtained written permission by the Owner allowing for the detour. The Contractor must submit a detour plan with any and all requests. A copy of the initial detour plan must be provided to the Public Works Traffic & Safety Division Manager for review. The detour plan must define all detour routes using street names, traffic control devices, estimated length of time required for detour, and any other information requested by Owner.

3.4 Unless otherwise authorized, all roads and entrances to adjacent property will be kept open to through and local traffic.

3.5 Whenever and wherever it is reasonably safe to do so, streets will remain open to traffic. When necessary to completely close a section of street, the Contractor shall publish a notice of street closure and a designated detour route in the local newspaper for 48 hours in advance of the road closure. Contractor shall also provide 48 hours advance

notification to the local fire department, police department, traffic control and safety department and all local emergency services. Contractor shall also contact the Public School Transportation department, U.S. Postal Service and the waste disposal contractors to coordinate and provide for uninterruptable services. Should a street remain closed for an extended period, the Contractor shall contact all affected parties and publish notifications each day to provide an update on the status of the road closure, detours and availability of providing services.

- 3.6 Contractor shall schedule work in a manner that will not impede the normal flow of traffic during daily peak traffic hours, holidays, weekends, and days of major public events in the general area. Contractor shall obtain proper authorization from Owner and Engineer in advance of performing work which may cause interruption of the normal flow of traffic.
- 3.7 The Contractor shall at all times conduct his work as to insure the least practicable obstruction to traffic. The convenience of the general public, the residents along and adjacent to the roadway and the protection of persons and property are of prime importance and shall be adequately provided for by the Contractor. When the street subject to construction is open to the traveling public, the Contractor shall maintain both the subgrade and the surfacing in such condition that the public can travel over the same in comfort and safety, and shall at his own expense blade, grade, water for dust control, add additional material and provide additional compaction, as necessary, or when and as directed by the Engineer.
- 3.8 Any activity that may affect the operation of traffic signals or advance detection devices shall be coordinated in advance with the Owner's Traffic Control and Safety Department. Contractor shall promptly restore pavement disturbed in the vicinity of traffic signals and advance detection devices to allow the Owner to restore traffic signal advance detection devices for the proper operation of traffic signals.
- 3.9 The contractor shall provide and place a minimum of 4" of compacted aggregate/crushed limestone in all trench excavations after backfilling operations have been completed. These aggregate surfaces shall be maintained daily during the entire project to provide a smooth riding surface free of potholes, ruts, etc. Aggregate/crushed limestone used for maintenance of the roadway is to be installed at no additional payment to the Contractor. All items necessary for continuous maintenance of roadway, driveway entrances, etc. shall be included in the Maintenance of Traffic pay item and shall not be measured for separate payment. Crushed limestone, if used, shall meet the requirements of limestone base as specified in Section 02234.
- 3.10 At the end of the workday and especially on weekends, access to all residents and business establishments shall be restored unless specific permission has been obtained from the affected individual not to restore access. Provisions must be made at all times for access to all structures by the fire department and other emergency vehicles.
- 3.11 The roadways shall be inspected daily, during and after rainstorms, and all deficiencies repaired to form a smooth and acceptable riding surface.
- 3.12 One lane of traffic flow shall be maintained on the roadway at all times. Specific attention shall be given to business establishments on any affected roadway. The Contractor shall maintain access to these establishments at all times after trench excavations are closed by providing ample and sufficient aggregate in any and all trenches and/or excavations to allow parking of customers' vehicles and also foot traffic by pedestrians.
- 3.13 It shall be the Contractor's responsibility to monitor and maintain ingress and egress to any and all business establishments during the duration of the work.

- 3.14 Contractor shall schedule work in a manner that will not impede the normal flow of traffic during daily peak traffic hours, holidays, weekends, and days of major public events in the general area. Contractor shall obtain proper authorization from Owner and Engineer in advance of performing work which may cause interruption of the normal flow of traffic.
- 3.15 Detours and lane closures affecting State Highways shall be coordinated with and be subject to the approval of the Mississippi Department of Transportation.
- 3.16 Refer to Special Conditions in these contract documents for additional traffic control requirements.

4.0 METHOD OF MEASUREMENT

- 4.1 Maintenance of Traffic and all materials used for maintenance of traffic will be paid according to the lump sum bid price on the basis of a percentage of the work completed not including the Maintenance of Traffic item.
- 4.2 All materials used for Maintenance of Traffic, including crushed limestone for temporary access and detours around construction zones will not be measured for separate payment and shall be included for payment in the Maintenance of Traffic item.
- 4.3 If the contractor doesn't provide adequate Maintenance of Traffic duties during the course of the project, he shall be subject to "liquidated damages" in the amount of \$350/day for breach of contract. The Engineer or his representative shall determine compliance with these specifications and, in the case of non-compliance, shall notify the Contractor, in writing, of the project areas that require immediate attention. Should the contractor fail to initiate appropriate actions within 4 hours of written notice of non-compliance and satisfactorily perform the responsibilities of Maintenance of Traffic, the penalty amount of \$350/day shall accrue until the deficiencies are corrected. Any accrued damages amounts shall be deducted from monthly payment applications.
- 4.4 The maximum percentage of this pay item that will be paid to the contractor is 85% until the project is accepted by the Engineer and Owner.
- 4.5 In addition to the accrued liquidated damages for failure to provide adequate Maintenance of Traffic, the Engineer reserves the right to withhold processing monthly payment applications until the contractor is in compliance with these contract documents.

5.0 PAYMENT

5.1 Payment will made under PAY ITEM NO.

02935 – A Maintenance of Traffic

\$ _____ per lump sum

CONSTRUCTION
STORM WATER POLLUTION
PREVENTION PLAN

Prepared for and by
THE CITY OF GULFPORT

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Appendix A – Erosion Control Details

Appendix B - Vegetative Seeding Schedule

DRAWINGS

1. Erosion Control Details (if not included on master plan)

I. INTRODUCTION

The purpose of the Storm Water Pollution Prevention Plan (SWPPP) is to provide a site specific description of the best management practices to prevent contamination of the storm water with potential pollutants from construction activities related to the proposed project. The storm-water pollution prevention plan has been prepared as required by the Mississippi Department of Environmental Quality in compliance with the application regulations for coverage under the construction storm water general NPDES permit.

This storm water pollution prevention plan is to be incorporated into the routine construction activities at the development. The potential sources of pollution have been identified at the site and are described in this plan. Several pollution control measures are specified in the plan to prevent contamination of storm water runoff from those sources. The plan also outlines implementation, inspection, and maintenance requirements. The erosion and sediment control practices should be monitored and the plan revised if the quality of storm water runoff is not satisfactory.

II. SITE ASSESSMENT

- A. Description of Work: The Owner intends to develop the project site in accordance with the Storm Water Pollution Prevention Plan drawings. The various activities related to the earthwork consist of stripping of topsoil, stockpiling of topsoil on-site, and the hauling and placement of earthen fill.
- B. Potential Pollution Sources: The most significant potential pollutants are soil particles subject to removal by storm water. Other potential pollutants subject to removal by storm water are spilled fuel and lubricants. Material may also be inadvertently tracked off-site or blown off-site when distributed by hauling equipment.
- C. Non-Storm Water Discharges: Potential non-storm water discharges consist of irrigation water and watering of the haul roads to control dust. Due to the permeability of the soil and the arid conditions when this activity is required, no significant impact is anticipated from these sources.
- D. Non-Storm Water Solid Materials: The on-site generation of solid materials will be minimal, and its proper disposal will be closely monitored. All solid waste will be taken off-site for proper disposal.
- E. Receiving Waters: The storm water runoff from this site ultimately drains into the tributary noted on the Construction Notice of Intent (CNOI).

III. BEST MANAGEMENT PRACTICES

- A. General: In order to prevent contamination of storm water by the potential pollutants previously discussed, uncontaminated storm water is diverted away from disturbed areas by the use of diversions and grassed waterways with silt fence and hay bales to retain silt in storm water. These practices shall be installed in accordance with the details provided and located at periodic intervals. Topsoil stockpiled shall be vegetated at the specified rates. All disturbed areas shall be grassed, and existing vegetation on undisturbed areas shall be maintained as long as possible.

Hay bale dikes and silt fences shall be used when necessary to stabilize slopes and protect roadway ditch from erosion during the establishment of permanent vegetation on reclaimed areas.

See Appendix B for seed, fertilizer, and mulching rates.

- B. Design: The diversions or typical roadway ditches shall be constructed at a grade not greater than 5 percent. The diversions shall be constructed with three to one side slopes and have a two-foot minimum height. If conditions warrant in areas where storm water run-off is expected to have high energy levels (i.e. pipe culvert outlets), riprap may be required to prevent erosion.

The stormwater which leaves the site shall meet the non-numeric limitations of being free from the following:

- oil, scum, debris and other floating materials; eroded soils and other materials that will settle out of the storm water to form objectionable deposits in receiving waters;
- suspended solids, turbidity and color levels inconsistent with the receiving waters; and
- chemicals in concentrations what would cause violations of the State Water Quality Criteria in the receiving waters.

- C. Practices Subsequent to Purchase of Lots (Subdivisions Only): As part of the purchasing contract, lot purchasers shall agree to and assume the responsibility of maintaining adequate erosion control measures commencing at the time of the purchase. Purchasers of individual lots shall be required to maintain their property in a manner to minimize off-site damage from erosion, sediment deposits and storm water. This shall be required from the beginning of site preparation and continued throughout the establishment of a permanent vegetative cover.

- D. Spill Prevention and Response Procedures: At the present time there are no fuel storage tanks at this site. However, if in the future tanks are placed on the site, there should be a dike constructed around the fuel storage tanks in

order to contain any accidental spillage.

The name and number of a competent hazardous waste disposal contractor shall be posted in the office for use in the event of a spill. The site shall be kept free from the accumulation of solid waste and other good housekeeping procedures implemented.

- E. **Operation and Maintenance:** The best management practices once implemented must be maintained to insure that satisfactory operation continues. The sediment traps and diversions should routinely have excess sediment removed. This may be required following each major storm event. This material should be stockpiled and protected from possible re-entry into the storm water until it can be used. Diversions require frequent inspection to insure that traffic has not worn them down or that funneling waters have not washed them out. Vegetative growth on diversions must be checked frequently and action taken if the growth rate is not satisfactory.

The vegetative practices should be fertilized at one half the initial rates at the beginning of the second growing season. Eroded areas should be shaped, smoothed and replanted at this time. Where practical, grassed areas should be clipped once annually. Hay bales shall be replaced once they have begun to deteriorate and sediment shall be removed once it has begun to accumulate.

- F. **Housekeeping Practices:** The owner or prime contractor shall prevent pollutants from entering storm water from construction sites because of poor housekeeping. The owner or prime contractor will designate areas (shown of plan) for equipment maintenance and repair; concrete chute wash off; provide waste receptacles at convenient locations and provide for the regular collection of waste; provide protected storage areas for chemicals, paints, solvents, fertilizers, and other potentially toxic materials; and provide adequately maintained sanitary facilities.

- G. **Implementation Sequence:** The owner or prime contractor shall prepare an orderly listing which coordinates the timing of all major land-disturbing activities together with the necessary erosion and sedimentation control measures planned for the project. Implementation Sequence described below:

- I. Construction access.** Construction entrance, construction routes, equipment parking area.

First land-disturbing activity-stabilize bare areas immediately with gravel and temporary vegetation as construction takes place.

- II. Sediment traps and barriers.** Sediment fences, straw bale barriers, and outlet protection.

Install principal basins after construction site is accessed. Install additional traps and barriers as needed during grading.

III. Runoff Control. Diversions, water, bars, and outlet protection.

Install key practices after principal sediment traps and before land grading. Install additional runoff-control measures during grading.

IV. Runoff conveyance system. Stabilize streambanks, storm drains, channels, inlet and outlet protection, slope drains.

Where necessary, stabilize streambanks as early as possible. Install principal runoff conveyance with runoff-control measure. Install remainder of system after grading.

V. Land Clearing and Grading. Site preparation, cutting, filling and grading, sediment basins, barriers, diversions, drains, surface roughening.

Begin major clearing and grading after principal sediment and key runoff-control measure are installed. Clear borrow and disposal areas only as needed. Install additional control measure as grading progresses. Mark trees and buffer areas for preservation. Don't allow equipment or personnel within drip line of marked trees.

VI. Surface stabilization. Temporary and permanent seeding, mulching, sodding, riprap.

Apply temporary or permanent stabilization measure immediately on all disturbed areas where work is delayed or complete.

VII. Building construction. Buildings, utilities, paving.

Install necessary erosion and sedimentation control practices as work takes place.

VIII. Landscaping and final stabilization. Topsoiling, trees, and shrubs, permanent seeding, mulching, sodding, riprap.

Last construction phase-stabilize all open area, including borrow and spoil areas. Remove and stabilize all temporary control measures.

H. Record Keeping: Records shall be retained for three years of all maintenance activities, spills, and inspections, including a description of the quality and quantity of storm water.

I. Employee Training: A staff meeting shall be held for the purpose of

discussing the Storm Water Pollution Prevention Plan's components and goals.

IV. IMPLEMENTATION SCHEDULE

- A. Structural Measures: The non-existing structural measures shall be installed as the weather permits, and the existing measures shall be re-conditioned as well.
- B. Vegetative Measures: Vegetative plantings will be performed in accordance with the included planting schedule. Structural measures shall be grassed during the first open planting season after completion. Construction should be scheduled in order that un-vegetated exposure is minimized.

V. INSPECTIONS AND REPORTING

- A. Inspections: Inspections of the best management practices and other storm water pollution prevention plan requirements shall be performed by the contractor or owner as follows:
 - 1. At least once weekly.
 - 2. Within 24 hours after rainfall events of a half-inch or more.
 - 3. As often as necessary to insure that appropriate erosion and sediment controls have been properly constructed and maintained.
- B. Reporting: The owner and/or contractor must inspect, as described in above section, and maintain controls and keep all reports on file noting damages or deficiencies and corrective measures, using the form provided in the appendix of this plan.

No reports shall be submitted to the Mississippi Department of Environmental Quality unless specifically requested. As previously stated, all records, reports, and information resulting from activities required by this plan and your permit should be retained for at least three years from the date of the CNOI, inspection or report.

VI. REVISIONS

The storm water prevention plan will be kept current by the company representative and will be revised as changes in site conditions warrant. The company representative may notify the SWPPP developer for assistance when necessary. Factors that would compel the SWPPP to be modified include:

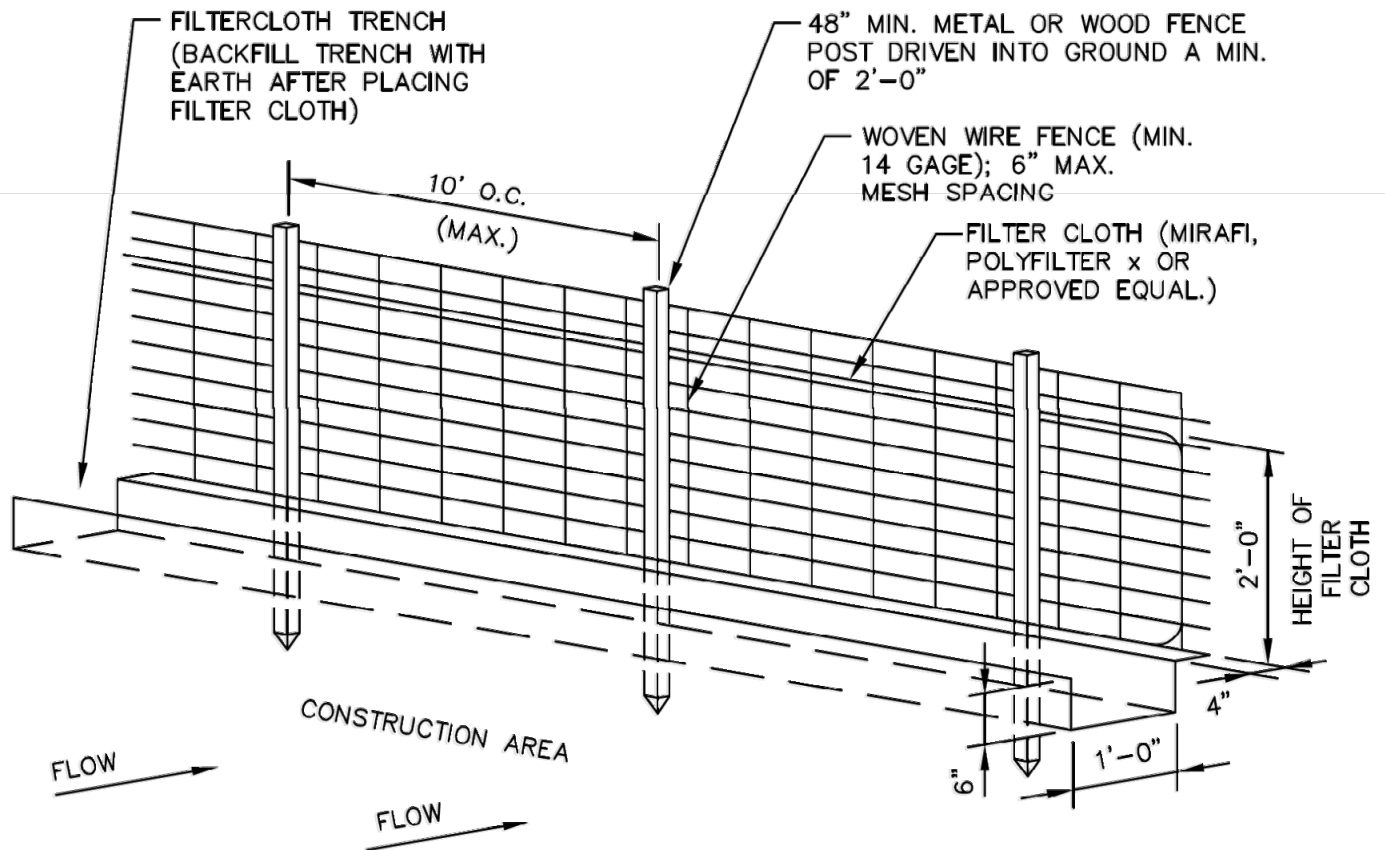
- Inadequacies revealed by routine inspections;
- Changes in identified sources, non-storm water discharges, or non-storm water solid wastes; or

- MDEQ or local agency notification that the plan does not meet one or more of the minimum requirements.

A plan revision will be completed within 30 days of the date is determined that a revision is warranted. If the modification is in response to a request by the MDEQ, the permittee must submit to the MDEQ certification that the requested changes have been made.

APPENDIX A

Erosion Control Details

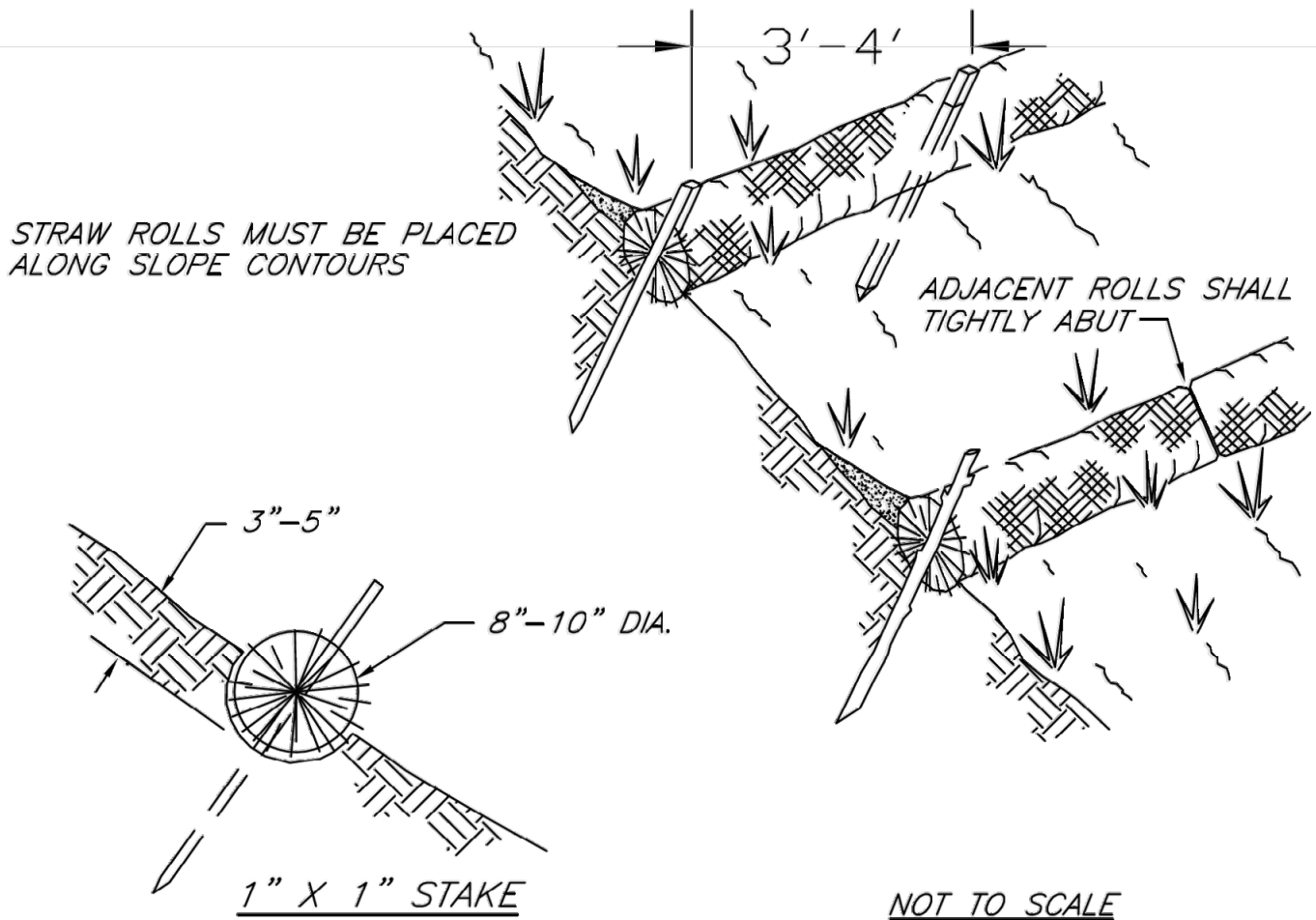


CONSTRUCTION SPECIFICATIONS

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS BY USE OF WIRE TIES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE BY USE OF WIRE TIES SPACED EVERY 24" X 24".
3. SILT FENCES TO BE INSTALLED IN LOCATIONS AS SHOWN ON THIS EROSION AND SEDIMENT CONTROL PLAN PRIOR TO BEGINNING OF CONSTRUCTION TO CONTROL SEDIMENT.
4. SILT FENCES TO BE MAINTAINED AND CLEANED AS NECESSARY TO MAINTAIN IN FUNCTIONAL CONDITION.
5. SILT FENCES TO BE REMOVED AND THE AREA TO BE RESTORED TO ITS NATURAL CONDITION WHEN PERMANENT EROSION AND SEDIMENT CONTROL PROCEDURES ARE EFFECTIVE.

SILT FENCE

NOT TO SCALE



NOTE:

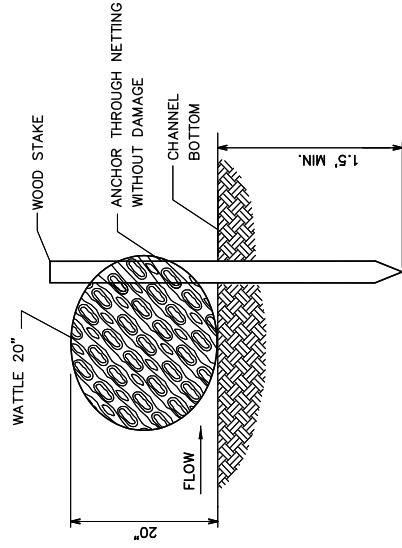
1. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.

STRAW ROLL WATTLE

NOT TO SCALE

SEE ELEVATION DETAIL FOR HEIGHT OF WATTLE ENDS

WATTLE 20" TO BE PLACED IN "U" SHAPE

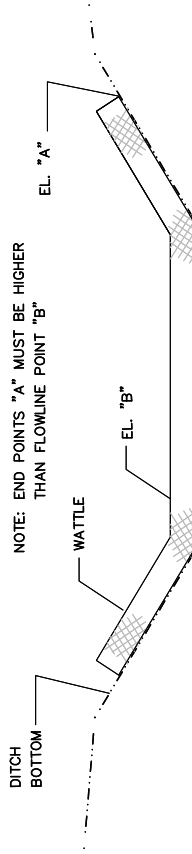


SECTION A-A

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WATTLE STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

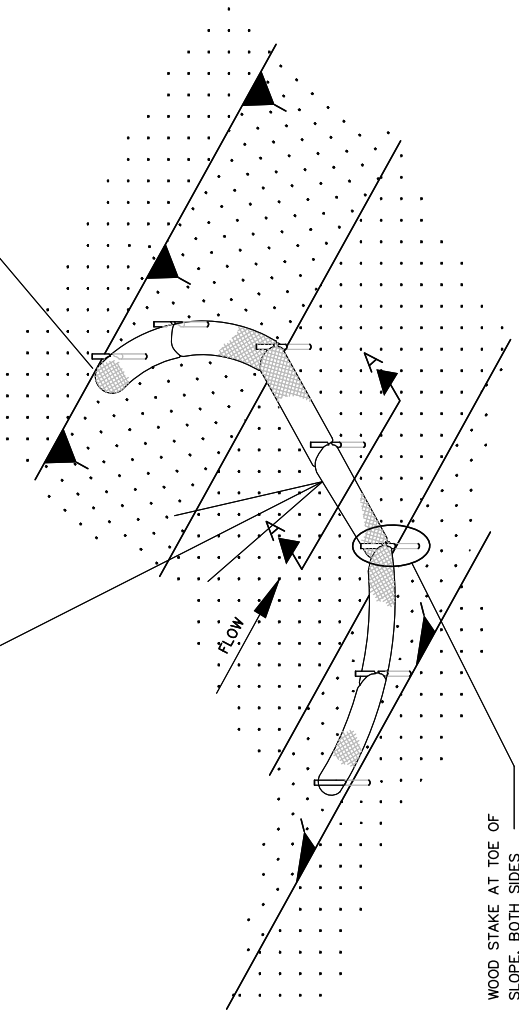
DETAIL (DITCH CHECK)



ELEVATION DETAIL

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.



**APPENDIX B
VEGETATIVE SEEDING RATES FOR EROSION CONTROL**

<u>SPECIES</u>	<u>RATE/ACRE</u>	<u>DATE</u>
Pensacola Bahia	40#	Mar. 1 – July 15
Hulled Common Bermuda	15#	Mar. 1 – July 15
* Browntop Millet	40#	Apr. 1 – Aug 30
Pensacola Bahia	30#	Sept 1 - Nov 30
Unhulled Common Bermuda	10#	Sept 1 - Nov 30
PLUS		
Wheat	90#	Sept 1 - Nov 30
Ryegrass	30#	Sept 1 - Nov 30
* Cereal Rye	90#	Nov 15 - Dec 15

MULCH

Hay or Wheat Straw	2 tons	After Seeding
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FERTILIZER

13-13-13	600#	Before Seeding
Lime	2 tons	Before Seeding

A current soil analysis recommendation may be substituted.

SEED BED PREPARATION

Slope all banks to a minimum of 3:1. Flatter if possible

After shaping and smoothing, pulverize soil to depth of 6 inches and harrow. Lime and fertilizer can be incorporated during seed bed preparation.

- - Temporary Cover to be followed with a perennial



State of Mississippi
Mississippi Department of Environmental Quality (MDEQ)
Office of Pollution Control (OPC)



SMALL CONSTRUCTION GENERAL PERMIT

FOR LAND DISTURBING ACTIVITIES OF ONE (1) TO LESS THAN FIVE (5) ACRES

TO DISCHARGE STORM WATER AND ALLOWABLE NON-STORM WATER FROM REGULATED CONSTRUCTION ACTIVITIES
IN ACCORDANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

THIS CERTIFIES THAT

FACILITIES OR PROJECTS ISSUED A CERTIFICATE OF PERMIT COVERAGE UNDER THIS PERMIT ARE GRANTED
PERMISSION TO DISCHARGE STORM AND/OR ALLOWABLE NON-STORM WATER FROM REGULATED CONSTRUCTION
ACTIVITIES INTO STATE WATERS

in accordance with effluent limitations, inspection requirements and other conditions set forth in herein. This permit is issued
in accordance with the provisions of the Mississippi Water Pollution Control Law (Section 49-17-1 et seq., Mississippi Code
of 1972), and the regulations and standards adopted and promulgated thereunder, and under authority granted pursuant to
Section 402(b) of the Federal Water Pollution Control Act.

Mississippi Environmental Quality Permit Board

Authorized Signature

Mississippi Department of Environmental Quality

Issued: April 18 2013

Expires: March 31 2018

Permit No. MSR15

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Small Construction General Permit
Subject Item Inventory

Subject Item Inventory:

ID	Designation	Description
ACT1	Small Construction	Introduction
ACT2	Small Construction	Permit Applicability and Coverage
ACT3	Small Construction	Obtaining Coverage
ACT4	Small Construction	Small Construction Notice of Intent
ACT5	Small Construction	Storm Water Pollution Prevention Plan (SWPPP) Development and Content
ACT6	Small Construction	Implementation, Inspection and Reporting Requirements
ACT7	Small Construction	Limitation Requirements
ACT8	Small Construction	Record Keeping
ACT9	Small Construction	Termination of Permit Coverage
ACT10	Small Construction	Standard Requirements Applicable to All Water Permits
ACT11	Small Construction	Definitions
AI35524		

KEY

ACT = Activity

AREA = Area

CONT = Control Device

IA = Insignificant Activity

RPNT = Release Point

AI = Agency Interest

CAFO = Concentrated Animal Feeding Operation

EQPT = Equipment

MAFO = Animal Feeding Operation

TRMT = Treatment

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ACT1 (Small Construction) Introduction:

Narrative Requirements:

Condition No.	Condition
T-1	<p data-bbox="605 1667 630 1877">INTRODUCTION:</p> <p data-bbox="662 142 751 1877">The Small Construction General Permit (SCGP) authorizes storm water discharges from construction activities disturbing one (1) acre to less than five (5) acres, or less than one acre if part of a "larger common plan of development or sale," where the total acreage is based on cumulative planned disturbance (see Definitions). Construction activities that disturb five acres or greater are regulated under the Large Construction General Permit.</p> <p data-bbox="784 142 898 1877">Storm water discharges that enter state waters or storm water conveyance systems leading to state waters are subject to regulation and compliance with the conditions set forth in this permit. This permit also authorizes storm water discharges from any other construction activity designated by the Executive Director based on the potential for contribution to an excursion of a water quality standard or for significant contribution of pollutants to state waters. Upon issuance by the Permit Board on Environmental Quality, this permit will replace the previous Small Construction General Permit which expired on December 31, 2012.</p> <p data-bbox="930 142 1019 1877">Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility (for example, the maintenance of existing ditches, channels, or other similar storm water conveyances, as well as routine grading of existing dirt roads, asphalt overlays of existing roads, re-clearing of vegetation in a right-of-way, and other similar maintenance activities). [WPC-1]</p>

ACT2 (Small Construction) Permit Applicability and Coverage:

Narrative Requirements:

Condition No.	Condition
T-1	<p data-bbox="605 1692 630 1877">PERMIT AREA:</p> <p data-bbox="662 884 691 1877">The Small Construction General Permit covers all areas of the State of Mississippi. [WPC-1]</p>
T-2	<p data-bbox="721 1570 745 1877">COVERED DISCHARGES:</p> <p data-bbox="777 128 894 1877">(1) Discharges composed entirely of storm water and allowable non-storm water identified in T-5 of this ACT from small construction activities including clearing, grading, excavating and other land disturbing activities equal to or greater than one (1) acre and less than five (5) acres. These discharges are designated as small construction activities under the National Pollutant Discharge Elimination System (NPDES) storm water program and are covered under this permit. Small construction activities disturbing less than one (1) acre are designated if:</p> <p data-bbox="927 128 1013 1877">(A) The project is part of a larger common plan of development or sale with a cumulative planned disturbance of equal to or greater than one (1) acre and less than five (5) acres (for example, individual or commercial lots that are part of a subdivision or a commercial development that initially impacts less than one (1) acre but will ultimately exceed the one (1) acre threshold, or</p> <p data-bbox="1045 128 1102 1877">(B) The Executive Director of the Mississippi Department of Environmental Quality (MDEQ) designates the construction activity based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to waters of the State. [WPC-1]</p>
T-3	<p data-bbox="1131 128 1398 1877">(2) A project is eligible for coverage under this general permit for discharges of pollutants of concern to water bodies for which there is a Total Maximum Daily Load (TMDL) established or approved by the Environmental Protection Agency (EPA) if measures and controls are incorporated that are consistent with the assumptions and requirements of such TMDL. To be eligible for coverage under this general permit, the project must incorporate in the Storm Water Pollution Prevention Plan (SWPPP) and/or effluent limitation any conditions applicable to any discharge(s) necessary for consistency with the assumptions and requirements of such TMDL. If, after coverage issuance, a specific wasteload allocation is established that would apply to the project's discharge, the project must implement steps necessary to meet that allocation within six (6) months from the final TMDL approval date. MDEQ's approved TMDL list may be found at the link listed in paragraph (3) below. In addition, "Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas (Three Volumes)" identifies specific controls that may be used to address consistency with any applicable TMDLs. The manual can be found at: http://deq.state.ms.us/MDEQ.nsf/page/NPS_PlanningandDesignManual2ndEd_Vol1?OpenDocument. [WPC-1]</p>

ACT2 (continued):

Narrative Requirements:

Condition No.	Condition
T-4	<p>(3) A project is eligible for coverage under this general permit for discharges of storm water to impaired water bodies on MDEQ's 303(d) list, provided best management practices (BMPs) are employed that prohibit further impairment of the designated and/or existing beneficial uses in the receiving water body. To be eligible for coverage under this general permit, the owner/operator must indicate on the SCNOI that the project discharges to a 303(d) listed receiving water and incorporate appropriate BMPs in its SWPPP. MDEQ's 303(d) list of impaired water bodies may be found on MDEQ's website at: http://www.deq.state.ms.us/MDEQ.nsf/page/TWB_Total_Maximum_Daily_Load_Section. [WPC-1]</p>
T-5	<p>ALLOWABLE NON-STORM WATER DISCHARGES:</p> <p>Owner or operators are authorized for the following non-storm water discharges. Except for flows from fire fighting activities, sources of non-storm water below that are combined with storm water discharges associated with construction activity must be identified in the Storm Water Pollution Prevention Plan (SWPPP). The SWPPP must identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.</p> <ul style="list-style-type: none"> A. Discharges from fire-fighting activities B. Fire hydrant flushings C. Waters used to wash vehicles where detergents are not used D. Water used to control dust E. Potable water sources including water line flushings F. Routine external building wash down that does not use detergents G. Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless totally removed) and where detergents are not used H. Uncontaminated air conditioning or compressor condensate I. Uncontaminated ground water or spring water J. Foundation or footing drains where flows are not contaminated with process materials such as solvents K. Uncontaminated excavation dewatering L. Landscape irrigation. [WPC-1]

ACT2 (continued):

Narrative Requirements:

Condition No.	Condition
T-6	<p>PROHIBITED NON-STORM WATER DISCHARGES:</p> <ul style="list-style-type: none"> A. Wastewater from washout of concrete (unless managed by an appropriate control) B. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials C. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance D. Soaps or solvents used in vehicle and equipment washing E. Wastewater from sanitary facilities, including portable toilets. [WPC-1]
T-7	<p>THIS PERMIT DOES NOT AUTHORIZE:</p> <ul style="list-style-type: none"> (1) Discharges associated with construction activity that disturb five (5) or more acres that are covered under the Large Construction General Permit or that have been covered under an individual permit in accordance with ACT3, S-2 of this permit. (2) Discharges from construction sites that the Executive Director determines will cause, or have reasonable potential to cause or contribute to, violations of water quality standards. Where such determinations have been made, the Mississippi Environmental Quality Permit Board (Permit Board) will contact the owner or operator. The Permit Board may determine that an individual permit application is necessary in accordance with ACT3, S-2 of this permit. However, the Permit Board may authorize coverage under this permit after appropriate controls and implementation procedures, designed to bring the discharges into compliance with water quality standards, have been included in the Storm Water Pollution Prevention Plan. (3) Discharges to impaired receiving waters, unless the SWPPP specifically identifies Best Management Practices (BMPs) which ensure storm water will not cause or contribute to non-attainment of a water quality standard. In cases where the Permit Board becomes aware of potential impairment due to small construction activities, the Permit Board will require the submittal of the SWPPP in order to ascertain whether the selected BMPs are sufficient to comply with requirements of this permit or any other requirements of the Permit Board. (4) Construction activities that will affect state waters, including wetlands, without obtaining the necessary U.S. Army Corps of Engineers' (COE) individual Section 404 permit or coverage under a COE nationwide or general permit. If a Small Construction Notice of Intent (SCNOI) is requested by the Permit Board, appropriate COE documentation must be included. [WPC-1]

ACT2 (continued):

Narrative Requirements:

Condition No.	Condition
T-8	(5) Discharges that originate from the site after construction activities have been completed and the site has undergone final stabilization. (6) Discharges of hazardous substances or oil resulting from an on-site spill. (7) Discharges that are likely to jeopardize the continued existence of any species that is listed as endangered or threatened under the Environmental Species Act (ESA) or result in the adverse modification or destruction of habitat that is designated under ESA. [WPC-1]

ACT3 (Small Construction) Obtaining Coverage:

Submittal/Action Requirements:

Condition No.	Condition
S-1	<p data-bbox="605 1432 630 1881">HOW TO OBTAIN AUTHORIZATION:</p> <p data-bbox="662 470 686 1881">(1) If a Small Construction Notice of Intent (SCNOI) has not been requested by the Permit Board (SCNOI not submitted to MDEQ). Owners or operators are authorized to discharge storm water or allowable non-storm water associated with small construction activity under the terms and conditions of this permit upon commencement of small construction land disturbing activities (i.e., Construction may begin after the completion of the SCNOI and the development and implementation of the required Storm Water Pollution Prevention Plan (SWPPP)).</p> <p data-bbox="846 541 870 1881">(2) If a Small Construction Notice of Intent (SCNOI) has been requested by the Permit Board (SCNOI submitted to MDEQ). Owners or operators are authorized to discharge storm water or allowable non-storm water only after staff review and receipt of written notification of approval of coverage by the Permit Board Staff. [WPC-1]</p>
S-2	<p data-bbox="992 1409 1016 1881">REQUIRING AN INDIVIDUAL PERMIT:</p> <p data-bbox="1049 149 1195 1881">Upon receipt of a SCNOI, the Permit Board may require an alternate permit. The Permit Board may require any owner or operator of land disturbing activities of equal to or greater than one (1) acre and less than five (5) acres to apply for and obtain an individual NPDES permit. Any interested person may petition the Permit Board to take action under this paragraph. The Permit Board may require any small construction owner or operator to apply for an individual NPDES permit only if the owner or operator has been notified in writing. This notice shall include reasons for this decision, an application form and a filing deadline. The Permit Board may grant additional time upon request. [WPC-1]</p>

ACT4 (Small Construction) Small Construction Notice of Intent:

Submittal/Action Requirements:

Condition No.	Condition
S-1	<p data-bbox="605 1213 630 1877">SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI):</p> <p data-bbox="662 142 841 1877">Prior to the commencement of small construction activity, the owner or operator must complete a Small Construction Notice of Intent (SCNOI) provided at the end of this permit. The SCNOI and SWPPP described in ACT5 shall be submitted to the Mississippi Department of Environmental Quality (MDEQ) only upon request from MDEQ. However, the SCNOI and SWPPP must be maintained at the permitted site or locally available in case inspector review is necessary. Failure to complete a SCNOI prior to the commencement of construction activity or to submit a SCNOI when requested is a violation of State regulations. The SCNOI shall be retained by the owner or operator as required by ACT8, R-1 of this permit. Attachments to the SCNOI must include: a Storm Water Pollution Prevention Plan (SWPPP) and a U.S. Geological Survey quadrangle map or copy (only if required to be submitted to MDEQ) showing site location.</p> <p data-bbox="873 184 990 1877">The owner(s) of the property and the operator(s) associated with the regulated construction activity on the property have joint and severable responsibility for compliance with the permit. Notwithstanding any permit condition to the contrary, the coverage recipient and any person who causes pollution of waters of the state or places waste in a location where they are likely to cause pollution, shall remain responsible under applicable federal and state laws and regulations, and applicable permits.</p>

The SCNOI shall be signed in accordance with the provisions of ACT10, T-4 of this permit. [WPC-1]

ACT4 (continued):

Narrative Requirements:

Condition No.	Condition
T-1	<p data-bbox="605 709 630 1877">WHERE TO SUBMIT THE SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI), IF REQUESTED:</p> <p data-bbox="662 982 686 1877">If requested, complete and appropriately signed SCNOI forms must be submitted to:</p> <p data-bbox="727 1199 841 1877">Chief, Environmental Permits Division MS Dept of Environmental Quality, Office of Pollution Control P.O. Box 2261 Jackson, Mississippi 39225</p> <p data-bbox="873 1247 898 1877">For priority or overnight deliveries, the physical address is:</p> <p data-bbox="930 1472 987 1877">515 East Amite Street Jackson, Mississippi 39201. [WPC-1]</p>

ACT5 (Small Construction) Storm Water Pollution Prevention Plan (SWPPP) Development and Content:

Submittal/Action Requirements:

Condition No.	Condition
S-1	<p data-bbox="602 1581 630 1881">SWPPP DEVELOPMENT:</p> <p data-bbox="662 121 808 1881">A site-specific SWPPP shall be developed requiring the design, installation, implementation and maintenance of effective pollution prevention measures by each owner or operator subject to this permit. A SWPPP shall be prepared in accordance with sound engineering practices and shall identify potential sources of pollution, which may reasonably be expected to affect the quality of storm water discharges associated with construction activity. The SWPPP shall describe and ensure the implementation of specific best management practices for the project site, which will reduce pollutants in storm water discharges and assure compliance with the terms and conditions of this permit.</p> <p data-bbox="841 121 1261 1881"> (1) The SWPPP shall be retained at the permitted site or locally available. A copy of the SWPPP must be made available to the MDEQ or MS4 inspectors for review at the time of an on-site inspection. (2) BMPs shall be in place upon commencement of construction. (3) The Executive Director of MDEQ or designee will notify the owner or operator whenever he/she becomes aware that the SWPPP does not meet the minimum requirements of this permit. After notification, the owner or operator shall amend the SWPPP, implement the changes and certify in writing to the Executive Director that the requested changes have been made. Unless otherwise provided by the Executive Director, the requested changes shall be made within 15 days. (4) The owner or operator shall amend the SWPPP and implement the changes before there is a change in construction, operation, or maintenance, which may potentially affect the discharge of pollutants to State waters. (5) The owner or operator shall amend the SWPPP and implement the necessary changes within 15 days if the SWPPP proves to be ineffective in controlling storm water pollutants including, but not limited to, significant sediment leaving the site and non-functioning BMPs. [WPC-1] </p>

ACT5 (continued):

Narrative Requirements:

Condition No.	Condition
T-1	<p data-bbox="605 1654 630 1877">SWPPP CONTENT:</p> <p data-bbox="662 1667 686 1877">Owner or Operator:</p> <p data-bbox="727 178 784 1877">The SWPPP shall identify the "owner or operator" as defined in ACT11 of this permit. The operator's name, complete mailing address and telephone number(s) shall be identified on the plan. [WPC-1]</p> <p data-bbox="816 1146 841 1877">Erosion and Sediment Controls and Soil Stabilization Requirements:</p> <p data-bbox="873 136 987 1877">The SWPPP shall list and describe site-specific controls appropriate for the construction activities as well as the procedures for implementing such controls. Controls shall be designed to retain sediment on-site and to minimize the discharge of pollutants. If any of the below controls cannot be implemented on the project site, the SWPPP must include written justification as to why site-specific constraints and/or costs make the control(s) infeasible. At a minimum, such controls must be designed, installed and maintained to:</p> <ol data-bbox="1027 210 1261 1877" style="list-style-type: none"> <li data-bbox="1027 972 1052 1877">(1) Control storm water volume and velocity within the site to minimize soil erosion; <li data-bbox="1084 210 1141 1877">(2) Control storm water discharges, including both peak flow rates and total storm water volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion; <li data-bbox="1174 1134 1198 1877">(3) Minimize the amount of soil exposed during construction activity; <li data-bbox="1230 1287 1255 1877">(4) Minimize the disturbance of steep slopes. [WPC-1]

ACT5 (continued):

Narrative Requirements:

Condition No.	Condition
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T-2 SWPPP CONTENT (continued):

- (5) Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting storm water runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
- (6) Provide and maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible. A 150-foot wide buffer zone is recommended;
- (7) Minimize soil compaction and, unless infeasible, preserve topsoil;
- (8) Direct storm water to vegetated areas, brush barriers, silt fences, hay bales, etc. to aid in the filtration, infiltration, velocity reduction and diffusion of the discharge;
- (9) Transport runoff down steep slopes through lined channels or piping;
- (10) Minimize the amount of cut and fill, and soil compaction; and
- (11) Minimize off-site vehicle tracking of sediments.

At a minimum, the controls must be in accordance with the standards set forth in the most current edition of the *Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas (Three Volumes)*, or other recognized manuals of design as appropriate for Mississippi. The planning and design manual can be obtained by calling 601/961-5171 or may be found electronically on the MDEQ website at: http://deq.state.ms.us/MDEQ.nsf/page/NPS_PlanningandDesignManual2ndEd_Vol1?OpenDocument

ACT5 (continued):

Narrative Requirements:

Condition No.	Condition
T-3	<p>SWPPP CONTENT (continued):</p> <p>The number and type of BMPs included in the SWPPP must reflect the specific conditions of the construction site. An effective SWPPP includes a combination of BMPs that are designed to work together. A combination of BMPs is listed below and must be included as minimum components of a SWPPP. [WPC-1]</p>
T-4	<p>(1) Vegetative Practices shall be designed to preserve existing vegetation where feasible and initiate vegetative stabilization measures after land disturbing activities. Such practices may include, but not limited to, temporary seeding, permanent seeding, mulching, sod stabilization, vegetative buffer strips, tree protection and topsoil preservation.</p> <p>Soil stabilization-vegetative stabilization measures must be initiated whenever any clearing, grading, excavating or other land disturbing activities have temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) days or more. The appropriate temporary or permanent vegetative practices shall be implemented within seven (7) calendar days.</p> <p>The following specific practices must be included, unless infeasible (see Definitions). If any of the following practices are deemed infeasible, written justification must be included in the SWPPP.</p> <p>(A) Buffer zones (see Definitions) shall be maintained between land disturbing activities and water bodies.</p> <p>(B) Topsoil should be stockpiled and used in areas that will be re-vegetated. When final grade is reached it should be distributed to a minimum depth of 2 inches on 3:1 slopes and 4 inches on flatter slopes.</p> <p>(C) Heavy equipment use in areas to be re-vegetated should be avoided. If compaction cannot be avoided, the top 4 inches of the soil bed should be tilled before re-vegetation. Any necessary fertilizer or other soil amendments should be added during the tilling process. [WPC-1]</p>
T-5	<p>(2) Structural practices shall divert flows from exposed soils, store flows or otherwise limit runoff from exposed areas. Such practices may include, but are not limited to, construction entrance/exit, silt fences, earth dikes, brush barriers, drainage swales, check dams, subsurface drains, pipe slope drains, level spreaders, drain inlet protection, outlet protection, detention/retention basins, sediment traps, temporary sediment basins or equivalent sediment controls. [WPC-1]</p>

ACT5 (continued):

Narrative Requirements:

Condition No.	Condition
T-6	<p>The following specific practices must be included, unless infeasible (see Definitions). If any of the following practices are deemed infeasible, written justification must be included in the SWPPP.</p> <p>(A) Steep Slopes (see Definitions) that cannot be avoided must have, at a minimum, silt fences or equivalent sediment controls for all down slope boundaries (and for those side slope boundaries deemed appropriate by individual site conditions), unless a sediment basin providing storage for a calculated volume of runoff from a 2-year, 24-hour storm or 3,600 cubic feet of storage per acre drained is provided.</p> <p>(B) Construction entrances/exits (see Definitions) shall be installed wherever traffic will be leaving a construction site and moving directly onto a paved public road.</p> <p>(C) Storm Drain Inlets-Inlets that could receive storm water from construction activities shall be protected by surrounding or covering with a filter material until final stabilization has been achieved.</p> <p>(D) Perimeter Controls-Natural areas shall be maintained and supplemented with silt fence and fiber rolls around project perimeter. If not feasible to maintain natural areas, a silt fence or similar controls, such as fiber rolls, are sufficient.</p> <p>(E) Phasing-Schedule or sequence construction activities in order to concentrate work in specific areas so that the amount of soil exposed at one time is minimized. [WPC-1]</p>

ACT5 (continued):

Narrative Requirements:

Condition No.	Condition
T-7	<p>(3) Facilities discharging into impaired receiving waters (i.e., receiving stream segments which are listed on MDEQ's 303(d) List of Impaired Waters or segments for which a Total Daily Maximum Load (TMDL) has been approved) must identify the pollutant of concern(s) for the receiving stream in the SWPPP. If applicable, the SWPPP shall describe how the selected BMPs will ensure that discharges from the site will not cause or contribute to excursions of the water quality standards in the receiving stream.</p> <p>(4) A description of any post-construction control measures. Post-construction control measures should be installed, as necessary, to control pollutants in storm water after construction is complete. These controls include, but are not limited to, one or more of the following: on-site infiltration of runoff, flow attenuation using open vegetated swales, exfiltration trenches and natural depressions, constructed wetlands and retention/detention structures. Where needed, velocity dissipation devices shall be placed at detention or retention pond outfalls and along the outfall channel to provide for a non-erosive flow.</p> <p>(5) Proposed responsible parties (original coverage recipient or new owner or operator) shall be identified for individual lots or out-parcels that are part of a larger common plan of development or sale. If permit responsibility is retained by the original coverage recipient, a narrative description of sediment and erosion controls for subdivision lots is acceptable. Out-parcels in commercial developments must be included in the scaled site map referenced below. [WPC-1]</p>
T-8	<p>Housekeeping Practices:</p> <p>The owner or operator shall design, install, implement and maintain practices appropriate to prevent pollutants from entering storm water from construction sites because of poor housekeeping. These practices must be listed in the SWPPP and located on the site map.</p> <p>The owner or operator shall designate and report in the SWPPP areas for equipment maintenance and repair and concrete chute wash off; provide waste receptacles and regular collection of waste; provide adequately maintained sanitary facilities; provide protected storage areas for chemicals, paints, solvents, fertilizers, pesticides, herbicides, detergents and other potentially toxic materials; and implement spill and leak prevention practices and response procedures if spills and leaks do occur; minimize the exposure of building materials, building products, construction wastes, trash and landscape materials. These areas and specific potential pollutants shall be addressed in the SWPPP and located on the scaled site map. [WPC-1]</p>
T-9	<p>Flocculant Application:</p> <p>Flocculants, meeting the criteria contained in the Large Construction General Permit (MSR10) and used in accordance with manufacturer's instructions, may be incorporated as part of an overall storm water management system. If flocculant application is proposed, the SWPPP must list the proposed flocculants to be used, describe the method, frequency and location of introduction, and identify the location of BMPs where flocculated material will settle. [WPC-1]</p>

ACT5 (continued):

Narrative Requirements:

Condition No.	Condition
T-10	<p>Prepare Scaled Site Map(s):</p> <p>If the construction project is a linear construction project (e.g., pipeline, road, etc.), a scaled site map is not required, however standard diagrams (e.g., cross sections showing dimensions and labeled components) of erosion and sediment controls to be used must be submitted. [WPC-1]</p>
T-11	<p>The owner or operator of a non-linear construction project shall prepare a scaled site map showing:</p> <ol style="list-style-type: none"> (1) Boundaries of property and proposed construction activities, noting any phasing of construction activities, (2) Original and proposed contours (if feasible), with steep slopes (see Definitions) identified, (3) North arrow, (4) Drainage pattern arrows and storm water outfalls, (5) Location of sensitive areas, such as wetlands, perennial streams and adjacent receiving water bodies, (6) Natural buffer zones (7) Location of any storm drain inlets, (8) All erosion and sediment controls (vegetative and structural), (9) Any post-construction control measures, and (10) Location of housekeeping practices. <p>If flocculant application is proposed, the location(s) of the following items shall be marked and labeled on the site map.</p> <ol style="list-style-type: none"> (1) Flocculant introduction point(s), and (2) BMPs where flocculated material will settle. [WPC-1]
T-12	<p>Implementation Sequence:</p> <p>The SWPPP shall outline an implementation sequence (including any phasing of construction activities), which coordinates the timing of all major land-disturbing activities together with the necessary erosion and sedimentation control measures planned for the project. [WPC-1]</p>

ACT5 (continued):

Narrative Requirements:

Condition No.	Condition
T-13	<p>Implementation of Controls:</p> <p>The SWPPP shall require the owner or operator, in disturbing an area, to implement controls as needed to prevent erosion and adverse impacts to waters of the State. [WPC-1]</p>
T-14	<p>Maintenance and Weekly Inspections:</p> <p>The SWPPP shall describe procedures to maintain vegetation, erosion and sediment controls and other protective measures. Procedures shall provide that all controls are inspected weekly for a minimum of four inspections per month in accordance with ACT6, S-4. [WPC-1]</p>
T-15	<p>Non-Storm Water Discharge Management:</p> <p>The SWPPP must identify all allowable sources of non-storm water discharges listed in ACT2, T-5, except for flows from actual fire fighting activities, which are combined with storm water discharges associated with large construction activity. Non-storm water discharges should be eliminated or reduced to the extent feasible. Wash waters must be treated in a sediment basin or alternate control that provides equivalent or better treatment prior to discharge. The SWPPP must identify and ensure the implementation of appropriate Best Management Practices (BMPs) for the non-storm water component of the discharge. [WPC-1]</p>
T-16	<p>Final Stabilization:</p> <p>The SWPPP shall describe procedures to achieve final stabilization (See Definitions) of all disturbed areas of the project site. [WPC-1]</p>
T-17	<p>Example Storm Water Pollution Prevention Plans (SWPPPs):</p> <p>Example SWPPPs are included in the Mississippi Storm Water Pollution Prevention Plan Guidance Manual for Construction Activities as well as the MDEQ Registration Form for Individual Residential Lots. The Mississippi Storm Water Pollution Prevention Plan Guidance Manual for Construction Activities is also available online at: http://www.deq.state.ms.us/MDEQ.nsf/pdf/epd_conguidman/\$File/ConstructionGM.pdf</p> <p>US EPA also lists example SWPPPs on their website at: http://cfpub.epa.gov/npdes/stormwater/swppp.cfm#model. [WPC-1]</p>

ACT6 (Small Construction) Implementation, Inspection and Reporting Requirements:

Submittal/Action Requirements:

Condition No.	Condition
S-1	<p data-bbox="605 1331 630 1881">SWPPP IMPLEMENTATION REQUIREMENTS:</p> <p data-bbox="662 1570 686 1881">The coverage recipient shall:</p> <ol style="list-style-type: none"> <li data-bbox="727 153 841 1881">(1) Implement the site-specific SWPPP and retain a copy of the SWPPP at the permitted site. In cases where there is no office or shelter to maintain documents onsite, the SWPPP can be kept locally available (i.e., able to be produced within an hour of being requested by a state or local inspector). Failure to implement the SWPPP is a violation of permit requirements. A copy of the SWPPP must be made available to state or local inspectors for review at the time of an on-site inspection. <li data-bbox="873 1285 898 1881">(2) Implement the following pre-construction activities: <ol style="list-style-type: none"> <li data-bbox="930 153 987 1881">(A) Mark off areas of "disturbance", "no disturbance", "no disturbance" (i.e. buffer zone), and "sensitive areas" (i.e., delineate and clearly flag of mark off areas such as steep slopes, wetlands, perennial streams and adjacent water bodies, or other sensitive areas), <li data-bbox="1019 1199 1044 1881">(B) Preserve native topsoil on the site to the extent feasible, and <li data-bbox="1076 680 1101 1881">(C) Limit construction stream crossings to the minimum necessary to provide access for the construction project. <li data-bbox="1141 663 1166 1881">(3) Ensure that appropriate Best Management Practices (BMPs) are in place upon commencement of construction. <li data-bbox="1206 142 1287 1881">(4) Amend the SWPPP whenever there is a change in design, construction, operation, or maintenance which may potentially affect the discharge of pollutants to waters of the State; or the SWPPP proves to be ineffective in controlling storm water pollutants. The amended SWPPP shall be submitted within thirty (30) days of amendment. <li data-bbox="1320 174 1409 1881">(5) Amend the SWPPP if notified at any time by the Executive Director of the MDEQ that the SWPPP does not meet the minimum requirements. Coverage recipient shall certify in writing to the Executive Director that the requested changes have been made. Unless otherwise provided, the requested changes shall be made within fifteen (15) days. [WPC-1]

ACT6 (continued):

Submittal/Action Requirements:

Condition No.	Condition
S-2	<p data-bbox="605 1199 630 1877">SWPPP IMPLEMENTATION REQUIREMENTS (continued):</p> <p data-bbox="662 121 722 1877">(6) Install needed erosion controls even if they may be located in the way of subsequent activities, such as utility installation, grading or construction. It shall not be an acceptable defense that controls were not installed because subsequent activities would require their replacement or cause their destruction.</p> <p data-bbox="755 121 779 1877">(7) Install additional and/or alternative erosion and sediment controls when existing controls prove to be ineffective in preventing sediment from leaving the site.</p> <p data-bbox="812 800 836 1877">(8) Comply with applicable State or local waste disposal, sanitary sewer or septic system regulations.</p> <p data-bbox="868 121 987 1877">(9) Erosion and sediment controls shall be maintained at all times. Except for sediment basins, all accumulated sediment shall be removed from structural controls when sediment deposits reach one-third to one-half the height of the control. For sediment basins, accumulated sediment shall be removed when the capacity has been reduced by 50%. All removed sediment deposits shall be properly disposed. Non-functioning controls shall be repaired, replaced or supplemented with functional controls within twenty-four (24) hours of discovery or as soon as field conditions allow.</p> <p data-bbox="1019 233 1079 1877">(10) If, after coverage issuance, a specific wasteload allocation is established that would apply to the facility's discharge, the facility must implement steps necessary to meet that allocation. [WPC-1]</p>
S-3	<p data-bbox="1109 1056 1133 1877">SWPPP COMPLIANCE WITH LOCAL STORM WATER ORDINANCES:</p> <p data-bbox="1166 573 1190 1877">(1) In addition to the requirements of this permit, the SWPPP shall be in compliance with all local storm water ordinances.</p> <p data-bbox="1222 121 1284 1877">(2) When storm water discharges into a Municipal Separate Storm Sewer System (MS4), the owner or operator must make the SWPPP available to the municipal authority upon request. [WPC-1]</p>

ACT6 (continued):

Submittal/Action Requirements:

Condition No.	Condition
S-4	INSPECTION REQUIREMENTS: Inspection of all receiving streams (if feasible), outfalls, erosion and sediment controls and other SWPPP requirements shall be performed during permit coverage using a copy of the form provided in the general permit by qualified personnel (see Definitions). (1) At least weekly for a minimum of four inspections per month; and (2) As often as is necessary to ensure that appropriate erosion and sediment controls have been properly constructed and maintained and to determine if additional or alternative control measures are required. Before conducting the site inspection, the inspector should review Chapter 4, Inspector's Checklist and Troubleshooting Chart found in MDEQ's Field Manual for Erosion and Sediment Control on Construction Sites in Mississippi, available online: http://www.deq.state.ms.us/MDEQ.nsf/pdf/NPS_Field_Manual_For_Erosion_And_Sediment_Control_Version_2/\$File/NPS_FieldManualV2.pdf?OpenElement MDEQ strongly recommends that coverage recipients perform a "walk through" inspection of the construction site before anticipated storm events to ensure controls are in place and will function properly. [WPC-1]

ACT7 (Small Construction) Limitation Requirements:

Limitation Requirements:

Condition No.	Parameter	Condition
L-1		NON-NUMERIC LIMITATIONS: Storm water discharges shall be free from: (1) Debris, oil, scum, and other floating materials other than in trace amounts (2) Eroded soils and other materials that will settle to form objectionable deposits in receiving waters (3) Suspended solids, turbidity and color at levels inconsistent with the receiving waters (4) Chemicals in concentrations that would cause violation of State Water Quality Criteria in the receiving waters. [WPC-2]

ACT8 (Small Construction) Record Keeping:

Record-Keeping Requirements:

Condition No.	Condition
R-1	RETENTION OF RECORDS: All records, reports and information resulting from activities required by this permit shall be retained by the owner or operator, on-site if practicable, for a period of at least three years from the date construction was completed. [WPC-1]
R-2	DOCUMENTATION OF INSPECTIONS: All inspections required by ACT6, S-4 of this permit must be documented on the Inspection and Certification Form provided at end of this permit. The form must be certified according to the signatory requirements outlined in ACT10, T-4, T-5 and T-6 of this permit. Documentation must include the day and time the inspection was performed, who performed the inspection, any deficiencies noted, and corrective action needed. Documentation of all inspections must be kept with the SWPPP. Inspections must continue until such time that planned construction activities have been completed, land disturbing activities have ceased and disturbed areas have been stabilized with no significant erosion occurring. To satisfy this requirement for linear projects, inspections may be conducted at representative locations for portions of the project that have been completed and stabilized. [WPC-1]

ACT9 (Small Construction) Termination of Permit Coverage:

Submittal/Action Requirements:

Condition No.	Condition
S-1	TERMINATION OF PERMIT REQUIREMENTS: <p data-bbox="664 149 748 1877">(1) If a SCNOI has not been requested by the Permit Board (SCNOI not submitted to MDEQ). Upon successful completion of all permanent erosion and sediment controls, inspections and reporting requirements are no longer required. The owner or operator must record the date of completion of all permanent erosion and sediment controls on the final inspection report.</p> <p data-bbox="784 174 868 1877">(2) If a SCNOI has been requested by the Permit Board (SCNOI submitted to MDEQ). Upon successful completion of all permanent erosion and sediment controls for a small construction project a written notification of such shall be submitted to the MDEQ. Permit requirements remain in effect until such time the coverage recipient receives written notice of coverage termination from MDEQ. [WPC-1]</p>

ACT10 (Small Construction) Standard Requirements Applicable to All Water Permits:

Narrative Requirements:

Condition No.	Condition
T-1	<p data-bbox="605 163 630 814">DUTY TO COMPLY:</p> <p data-bbox="662 163 721 1877">The coverage recipient must comply with all conditions of this permit. Any permit noncompliance constitutes a violation and is grounds for enforcement action; for coverage termination, revocation and reissuance, or modifications; or denial of a renewal application. [WPC-1]</p>
T-2	<p data-bbox="751 163 776 814">DUTY TO MITIGATE:</p> <p data-bbox="808 163 867 1877">The owner or operator shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which is likely to adversely affect human health or the environment. [WPC-1]</p>
T-3	<p data-bbox="898 163 922 814">DUTY TO PROVIDE INFORMATION:</p> <p data-bbox="954 163 1039 1877">The owner or operator shall furnish to the Permit Board, within a reasonable time, any relevant information which the Permit Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The owner or operator shall also furnish to the Permit Board, upon request, copies of records required to be kept by this permit. [WPC-1]</p>

ACT10 (continued):

Narrative Requirements:

Condition No.	Condition
T-4	<p>SIGNATORY REQUIREMENTS:</p> <p>All SCNOIs and Requests for Recoverage shall be signed as follows:</p> <p>(1) For a corporation by a responsible corporate officer. For this permit, a responsible corporate officer means:</p> <p>(A) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or</p> <p>(B) The manager of one or more manufacturing, production or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;</p> <p>Note: MDEQ does not require specific assignments or delegations of authority to responsible corporate officers identified in paragraph (1)(A) above. The Department will presume that these responsible corporate officers have the requisite authority to sign permit applications unless the corporation has notified the Permit Board to the contrary. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions under paragraph (1)(B) above rather than to specific individuals.</p>
T-5	<p>(2) For a partnership or sole proprietorship by a general partner or the proprietor, respectively; or</p> <p>(3) For a municipal, State, Federal, or other public agency by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes: a) the chief executive officer of the agency, or b) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency. [WPC-1]</p>

ACT10 (continued):

Narrative Requirements:

Condition No.	Condition
T-6	<p data-bbox="602 1381 630 1881">DULY AUTHORIZED REPRESENTATIVE:</p> <p data-bbox="662 121 722 1881">All reports required by this permit, and other information requested by the Permit Board shall be signed by a person described in ACT 10, T-4 and T-5, or by a duly authorized representative of that person. A person is a duly authorized representative when:</p> <ul style="list-style-type: none"> <li data-bbox="755 573 782 1881">(1) The authorization is made in writing and submitted to the Permit Board by a person described in ACT 10, T-4 and T-5. <li data-bbox="815 121 906 1881">(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated activity, such as: manager, operator of a well or well field, superintendent, person of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may be either a specified individual or position). [WPC-1]
T-7	<p data-bbox="927 1486 954 1881">CHANGES IN AUTHORIZATION:</p> <p data-bbox="987 121 1073 1881">If an authorization is no longer accurate because a different individual or position has permit responsibility, a new authorization satisfying the requirements of ACT 10, T-4, T-5 and T-6 must be submitted to the Permit Board prior to or together with any reports, information or applications signed by the representative. [WPC-1]</p>
T-8	<p data-bbox="1101 1671 1128 1881">CERTIFICATION:</p> <p data-bbox="1161 940 1188 1881">Any person signing documents under this section shall make the following certification:</p> <p data-bbox="1221 121 1365 1881">"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [WPC-1]</p>
T-9	<p data-bbox="1393 1293 1421 1881">OIL AND HAZARDOUS SUBSTANCE LIABILITY:</p> <p data-bbox="1453 342 1481 1881">Nothing in this permit shall relieve the owner or operator from responsibilities, liabilities, or penalties under Section 311 of the CWA. [WPC-1]</p>

ACT10 (continued):

Narrative Requirements:

Condition No.	Condition
T-10	<p>PROPERTY RIGHTS:</p> <p>The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations. [WPC-1]</p>
T-11	<p>SEVERABILITY:</p> <p>The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby. [WPC-1]</p>
T-12	<p>TRANSFERS:</p> <p>Coverage under this permit is not transferable to any person except after notice to and approval by the Permit Board. The Permit Board may require the coverage recipient to obtain another NPDES permit. Transfer of coverage requests shall be submitted to the Permit Board using the form provided at the end of this permit. [WPC-1]</p>
T-13	<p>PROPER OPERATION AND MAINTENANCE:</p> <p>The owner or operator shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the owner or operator to achieve compliance with the conditions of this permit, including the Storm Water Pollution Prevention Plan. Proper operation and maintenance includes adequate laboratory controls with appropriate quality assurance procedures and requires the operation of backup or auxiliary facilities when necessary to achieve compliance with permit conditions. [WPC-1]</p>
T-14	<p>BYPASS PROHIBITION:</p> <p>Bypass (see 40 CFR 122.41(m)) is prohibited and enforcement action may be taken against an owner or operator for a bypass, unless: a) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the owner or operator should, in the exercise of reasonable engineering judgment, have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and c) The owner or operator submitted notices per ACT 10, T-17 and/or T-18. [WPC-1]</p>

ACT10 (continued):

Narrative Requirements:

Condition No.	Condition
T-15	<p>UPSET CONDITIONS:</p> <p>An upset is an exceptional incident in which there is unintentional and temporary noncompliance. An upset (see 40 CFR 122.41(n)) constitutes an affirmative defense to an action brought for noncompliance with technology-based permit limitations if a coverage recipient shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence, that: 1) An upset occurred and the coverage recipient can identify the specific cause(s) of the upset, 2) The permitted facility was at the time being properly operated, 3) The coverage recipient submitted notices per ACT 10, T-17 and/or T-18 and 4) The coverage recipient took remedial measures as required under ACT 10, T-2. In any enforcement proceeding, the coverage recipient has the burden of proof that an upset occurred. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review. [WPC-1]</p>
T-16	<p>RELEASE REPORTING:</p> <p>Releases into the environment of hazardous substances, oil, and pollutants or contaminants, which pose a threat to applicable water quality standards or causes a film, sheen or discoloration of State waters, shall be reported to the:</p> <ul style="list-style-type: none"> - Mississippi Emergency Management Agency (601) 933-6362 or (800) 222-6362; or - National Response Center (800) 424-8802. [WPC-1]
T-17	<p>NONCOMPLIANCE REPORTING:</p> <p>(1) Anticipated Noncompliance. The owner or operator shall give at least 10 days advance notice, if possible, before any planned noncompliance with permit requirements. Giving notice of planned or anticipated noncompliance does not immunize the owner or operator from enforcement for that noncompliance.</p> <p>(2) Unanticipated Noncompliance. The owner or operator shall notify the MDEQ orally within 24 hours from the time he or she becomes aware of unanticipated noncompliance. A written report shall be provided to the MDEQ within five (5) working days of the time he or she becomes aware of the circumstances. The report shall describe the cause, the exact dates and times, steps taken or planned to reduce, eliminate, or prevent reoccurrence and, if the noncompliance has not ceased, the anticipated time for correction. [WPC-1]</p>

ACT10 (continued):

Narrative Requirements:

Condition No.	Condition
T-18	<p data-bbox="605 1556 630 1877">INSPECTION AND ENTRY:</p> <p data-bbox="662 201 719 1877">The owner or operator shall allow the Permit Board staff or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:</p> <ul style="list-style-type: none"> <li data-bbox="751 201 808 1877">(1) enter upon the owner's or operator's premises where a regulated activity is located or conducted or where records must be kept under the conditions of this permit; <li data-bbox="841 621 865 1877">(2) have access to and copy at reasonable times any records that must be kept under the conditions of this permit; and <li data-bbox="898 1136 922 1877">(3) inspect at reasonable times any facilities or equipment. [WPC-1]
T-19	<p data-bbox="963 1650 987 1877">PERMIT ACTIONS:</p> <p data-bbox="1019 163 1076 1877">This permit may be modified, revoked and reissued, or terminated for cause. A request by the owner or operator for permit or coverage modification, revocation and reissuance, or termination, or a certification of planned changes or anticipated noncompliance does not stay any permit condition. [WPC-1]</p>
T-20	<p data-bbox="1109 1619 1133 1877">REOPENER CLAUSE:</p> <p data-bbox="1166 189 1247 1877">If there is evidence indicating potential or realized impacts on water quality due to discharges covered by this permit, the owner or operator may be required to obtain individual permit or an alternative general permit in accordance with ACT 3, S-2 or the permit may be modified to include different limitations and/or requirements. [WPC-1]</p>
T-21	<p data-bbox="1279 1566 1304 1877">PERMIT MODIFICATION:</p> <p data-bbox="1336 611 1362 1877">Permit modification or revocation will be conducted according to 40 CFR 122.62, 122.63, 122.64 and 124.5. [WPC-1]</p>

ACT10 (continued):

Narrative Requirements:

Condition No.	Condition
T-22	<p data-bbox="605 1457 630 1877">CIVIL AND CRIMINAL LIABILITY:</p> <p data-bbox="662 163 719 1877">(1) Any person who violates a term, condition or schedule of compliance contained within this permit or the Mississippi Air and Water Pollution Control Law is subject to the actions defined by the Mississippi Air and Water Pollution Control Law.</p> <p data-bbox="751 163 808 1877">(2) Except as provided in permit conditions on "Bypassing" and "Upsets", nothing in this permit shall be construed to relieve the coverage recipient from civil or criminal penalties for noncompliance.</p> <p data-bbox="841 163 901 1877">(3) It shall not be the defense of the coverage recipient in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [WPC-1]</p>

ACT11 (Small Construction) Definitions:

Narrative Requirements:

Condition No.	Condition
T-1	BEST MANAGEMENT PRACTICES (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the United States. BMPs also include treatment requirements, operating procedures, and practice to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. [WPC-1]
T-2	BUFFER ZONE, as used in this permit, means a strip of dense undisturbed perennial vegetation, either original or reestablished, that borders streams and rivers, ponds, lakes, wetlands, etc. Buffer zones are established for the purposes of slowing water runoff, enhancing water infiltration, and minimizing the risk of any potential nutrients or pollutants from leaving the upland area and reaching surface waters. Buffer zones are most effective when storm water runoff is flowing into and through the buffer zone as shallow sheet flow, rather than in concentrated form such as in channels, gullies, or wet weather conveyances. Therefore, it is critical that the design of any development include management practices, to the maximum extent practical, that will result in storm water runoff flowing into and through the buffer zone as shallow sheet flow. [WPC-1]
T-3	CFR means the Code of Federal Regulations. [WPC-1]
T-4	CLEAN WATER ACT (CWA) refers to the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq. [WPC-1]
T-5	COMMENCEMENT OF CONSTRUCTION ACTIVITIES means the initial disturbance of soils associated with clearing, grading, or excavating activities or other construction-related activities. [WPC-1]
T-6	COMPACTION means the process by which the soil grains are rearranged to decrease void space and bring the grains into closer contact with one another and thereby increase the weight of solid material per cubic foot. [WPC-1]
T-7	CONSTRUCTION ACTIVITY as used in this permit, includes construction activity as defined in 40 CFR part 122.26(b)(14)(x). This includes a disturbance to the land that results in the change in topography, existing soil cover (both vegetative and non-vegetative), or the existing topography that may result in accelerated storm water runoff, leading to soil erosion and movement of sediment into surface waters or drainage systems. Examples of construction activity may include clearing, grading, filling and excavating. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site. [WPC-1]
T-8	CONSTRUCTION ENTRANCE/EXIT is a stone-base pad designed to provide a buffer area where mud-and caked-soil can be removed from the tires of vehicles to avoid transporting it onto public roads. This practice applies anywhere traffic will be leaving a mining site and moving directly onto a paved public road or street. [WPC-1]

ACT11 (continued):

Narrative Requirements:

Condition No.	Condition
T-9	CONTROL MEASURE as used in this permit, refers to any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to waters of the State. [WPC-1]
T-10	DISCHARGE OF STORM WATER ASSOCIATED WITH SMALL CONSTRUCTION ACTIVITY as used in this permit, refers to a discharge of pollutants in storm water runoff from areas where soil disturbing activities (e.g., clearing, grading, or excavation), construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck washout, fueling), or other industrial storm water directly related to the construction process (e.g., concrete) are located. [WPC-1]
T-11	EXECUTIVE DIRECTOR means the Executive Director of the Department of Environmental Quality. [WPC-1]
T-12	FACILITY OR ACTIVITY means any NPDES "point source" or any other facility or activity (including land or appurtenances thereto) that is subject to regulation under the NPDES program. [WPC-1]
T-13	FINAL STABILIZATION means all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of at least 70% for the area has been established or equivalent measures have been employed. [WPC-1]
T-14	FLOCCULANT, for the purpose of this permit, is a chemical that when added to storm water containing small suspended particles (e.g., fine silts and clays) causes the particles to stick together and fall out of suspension, reducing the overall turbidity of the storm water discharge. [WPC-1]
T-15	HIGHLY ERODIBLE SOILS can be identified in the State of Mississippi; County Soil Surveys developed by the National Resources Conservation Service (NRCS). [WPC-1]
T-16	INFEASIBLE means there is a site-specific constraint that makes a control technology impossible and/or not reasonable to implement, or that implementing the control would be cost-prohibitive. [WPC-1]
T-17	LARGE CONSTRUCTION ACTIVITY includes clearing, grading, and excavating resulting in a land disturbance that will disturb equal to or greater than five (5) acres of land or will disturb less than five (5) acres of total land area but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than five (5) acres. Large construction activity is covered by the Large Construction General Permit. [WPC-1]

ACT11 (continued):

Narrative Requirements:

Condition No.	Condition
T-18	<p>LARGER COMMON PLAN OF DEVELOPMENT OR SALE means a contiguous area where multiple separate and distinct construction activities are occurring under one plan. The plan in a common plan of development or sale is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating that construction activities may occur on a specific plot. [WPC-1]</p>
T-19	<p>LINEAR PROJECT means a land disturbing activity as conducted by an underground/overhead utility or highway department, including but not limited to any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substance; any cable line or wire for communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas, and borrow/spoil sites associated with the linear project. [WPC-1]</p>
T-20	<p>MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district, or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States, (ii) Designed or used for collecting or conveying storm water, (iii) Which is not a combined sewer, and (iv) Which is not part of a Publicly Owned Treatment Works (POTW). [WPC-1]</p>
T-21	<p>NPDES means the National Pollutant Discharge Elimination System, which is a program administered under the authority of the Clean Water Act that prohibits the discharge of pollutants into waters of the United States unless a special permit is issued. [WPC-1]</p>
T-22	<p>OWNER OR OPERATOR for the purpose of this permit and in the context of storm water associated with construction activity, means any party associated with a construction project that meets either of the following two criteria:</p> <ul style="list-style-type: none"> (1) The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or (2) The party has day to day operational control of those activities at a project which are necessary to ensure compliance with a storm water pollution prevention plan for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions). This definition is provided to inform permittees of MDEQ's interpretation of how the regulatory definitions of "owner or operator" and "facility or activity" are applied to discharges of storm water associated with construction activity. [WPC-1]

ACT11 (continued):

Narrative Requirements:

Condition No.	Condition
T-23	PERMIT BOARD means the Mississippi Environmental Quality Permit Board established pursuant to Miss. Code Ann. 49-17-28. [WPC-1]
T-24	POLLUTANT is defined at 40 CFR 122.2. A partial listing from this definition includes: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, sediment, silt, cellar dirt, and industrial or municipal waste. [WPC-1]
T-25	QUALIFIED PERSONNEL means a person knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity. [WPC-1]
T-26	SCNOI is an acronym for Small Construction Notice of Intent. An Notice of Intent is the mechanism used to apply for coverage under a general permit. [WPC-1]
T-27	SMALL CONSTRUCTION ACTIVITY is defined at 40 CFR 122.26(b)(15) and incorporated here by reference. A small construction activity includes clearing, grading, and excavating resulting in a land disturbance that will disturb equal to or greater than one (1) acre and less than five (5) acres of land or will disturb less than one (1) acre of total land area but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one (1) acre and less than five (5) acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility. [WPC-1]
T-28	STATE LAW refers to the provisions of the Mississippi Water Pollution Control Law (Section 49-17-1 et seq., Mississippi Code of 1972), and the regulations and standards adopted and promulgated thereunder and under authority granted pursuant to Section 402(b) of the Federal Water Pollution Control Act. [WPC-1]
T-29	STATE WATERS means all waters within the jurisdiction of this State, including all streams, lakes, ponds, wetlands, impounding reservoirs, marshes, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, situated wholly or partly within or bordering upon the State, and such coastal waters as are within the jurisdiction of the State, except lakes, ponds, or other surface waters which are wholly landlocked and privately owned, and which are not regulated under the Federal Clean Water Act (33 U.S.C.1251 et seq.). [WPC-1]
T-30	STORM WATER means rainfall runoff, snowmelt runoff, and surface runoff. [WPC-1]
T-31	STORM WATER POLLUTION PREVENTION PLAN (SWPPP) means a plan that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the storm water, and a description of measures or practices to control these pollutants. [WPC-1]

ACT11 (continued):

Narrative Requirements:

Condition No.	Condition
T-32	SUCCESSFUL COMPLETION OF ALL PERMANENT EROSION AND SEDIMENT CONTROLS means when land disturbing construction activities have been completed and disturbed areas have been stabilized with no significant erosion occurring. [WPC-1]
T-33	TOPSOIL means the top layer of undisturbed soil, consisting of a high percentage of organic matter, which is conducive to plant growth. [WPC-1]
T-34	TOTAL MAXIMUM DAILY LOAD (TMDL) means the maximum daily amount of a pollutant that can enter a water body so that the water body will meet and continue to meet state water quality standards. [WPC-1]
T-35	TURBIDITY is an expression of the optical property that causes light to be scattered and absorbed rather than transmitted with no change in direction of flux level through the sample caused by suspended and colloidal matter such as clay, silt, finely divided organic and inorganic matter and plankton and other microscopic organisms. [WPC-1]
T-36	WPC-1 means the State of Mississippi's Wastewater Regulations for National Pollutant Discharge Elimination System (NPDES) Permits, Underground Injection Control (UIC) Permits, State Permits, Water Quality Based Effluent Limitations and Water Quality Certification. [WPC-1]

Submit only upon request from MDEQ



SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI)

GENERAL NPDES PERMIT MSR15 _____ (Number to be assigned by MDEQ if submitted)

Prior to the commencement of small construction activity (see Small Construction General Permit ACT11, T-27), the owner or operator of a small construction project must complete this form and develop a Storm Water Pollution Prevention Plan (SWPPP) as required by ACT5 of Mississippi's Small Construction General Permit. **This SCNOI and SWPPP shall be submitted to the Mississippi Department of Environmental Quality (MDEQ) only upon request from MDEQ; however, the SCNOI and SWPPP must be maintained at the permitted site or locally available in case inspector review is necessary.** Attachments with this SCNOI must include: a USGS quad map or copy showing site location (only if required to be submitted to MDEQ) and a Storm Water Pollution Prevention Plan (SWPPP). All questions must be answered – answer "NA" if the question is not applicable.

PROJECT INFORMATION

OWNER CONTACT PERSON:

OWNER COMPANY NAME:

OWNER STREET (P.O. BOX):

OWNER CITY:

STATE: _____ **ZIP:** _____

OWNER PHONE # (INCLUDE AREA CODE):

OPERATOR (if different from owner) CONTACT PERSON:

OPERATOR COMPANY:

OPERATOR STREET (P.O. BOX):

OPERATOR CITY:

STATE: _____ **ZIP:** _____

OPERATOR PHONE # (INCLUDE AREA CODE):

PROJECT NAME: _____

DESCRIPTION OF CONSTRUCTION ACTIVITY: _____

ACREAGE DISTURBED (to be covered by this permit, area must be less than five (5) acres): _____

PHYSICAL SITE ADDRESS (If not available, indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.):

STREET: _____

CITY: _____ **COUNTY:** _____ **ZIP:** _____

NEAREST NAMED RECEIVING STREAM: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature¹

Date Signed

Printed Name

Title

¹This application shall be signed according to the Small Construction General Permit, ACT10, T-4, T-5.

If requested, please submit this form to:

Chief, Environmental Permits Division
MDEQ, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

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INSPECTION AND CERTIFICATION FORM SMALL CONSTRUCTION GENERAL PERMIT



COVERAGE NUMBER, if SCNOI was submitted to MDEQ (MSR15 __ __ __ __)

Results of the inspections required by ACT6, S-4 of this permit shall be recorded on this report form and kept with the SWPPP in accordance with the inspection documentation provisions of ACT8, R-2 of the this permit. Inspections shall be performed at least weekly for a minimum of four inspections per month.

The coverage number must be listed at the top of all Inspection and Certification Forms.

COVERAGE RECIPIENT INFORMATION

OPERATOR COMPANY NAME: _____

PROJECT NAME: _____ **STARTUP DATE:** _____

PROJECT STREET ADDRESS: _____

PROJECT CITY: _____ **PROJECT COUNTY:** _____

OPERATOR MAILING ADDRESS: _____

MAILING CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT PERSON: _____ **CONTACT PHONE NUMBER:** _____

INSPECTION DOCUMENTATION

DATE (mo/day/yr)	TIME (hr:min AM/PM)	ANY DEFICIENCIES? (CHECK IF YES)	INSPECTOR(S)
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	

Deficiencies Noted During any Inspection (give date(s); attach additional sheets if necessary): _____

Corrective Action Taken or Planned (give date(s); attach additional sheets if necessary): _____

Based upon this inspection which I or personnel under my direct supervision conducted, I certify that all erosion and sediment controls have been implemented and maintained, except for those deficiencies noted above, in accordance with the Storm Water Pollution Prevention Plan and sound engineering practices as required by the above referenced permit. I further certify that the SCNOI and SWPPP information is up to date.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Authorized Signature

Date

Printed Name

Title

If requested, please submit this form to: Chief, Environmental Compliance and Enforcement Division
MDEQ, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

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Transfer of Small Construction General Permit Coverage and/or Name Change

Instructions: For Ownership Change-Complete all Items on this page (except Item VIII) and reverse side.
For Name Change Only-Complete Items I, II, V, VI, VII, VIII, and reverse side.

<p>Item I.</p> <p>Facility Name: _____</p> <p>Location: (Do Not Use P.O. Box)</p> <p style="padding-left: 40px;">Street: _____</p> <p style="padding-left: 40px;">City: _____ State: <u>MS</u> Zip: _____</p> <p>County: _____</p> <p>Telephone: (____) _____</p>	<p>Item II.</p> <p>Responsible official after transfer or name change:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Mailing Address:</p> <p style="padding-left: 40px;">Street/P.O. Box: _____</p> <p style="padding-left: 40px;">City: _____ State: _____ Zip: _____</p> <p>Telephone (____) _____</p>
<p>Item III.</p> <p>Previous Permittee¹: _____</p> <p>Mailing Address:</p> <p style="padding-left: 40px;">Street/P.O. Box: _____</p> <p style="padding-left: 40px;">City: _____ State: _____ Zip: _____</p> <p>Telephone: (____) _____</p>	<p>Item IV.</p> <p>New Permittee¹: _____</p> <p>Mailing Address:</p> <p style="padding-left: 40px;">Street/P.O. Box: _____</p> <p style="padding-left: 40px;">City: _____ State: _____ Zip: _____</p> <p>Telephone: (____) _____</p>
<p>Item V.</p> <p>Industrial Activity SIC Code: _____</p> <p>Brief Description:</p>	<p>Item VI.</p> <p>Will Facility Operations Change? Yes _____ No _____</p> <p>If yes, the appropriate applications and permits may required modification prior to change.</p>
<p>Item VII.</p> <p>Will Facility Name Change? Yes _____ No _____</p> <p>If Yes, Provide New Name for Permit Coverage.</p> <p>New Name: _____</p>	<p>Item VIII.</p> <p>Signature for Name Change</p> <p>Print Name: _____</p> <p>Authorized Signature²: _____</p> <p>Title: _____ Date: _____</p>
<p>Item IX.</p> <p style="text-align: center;">We the undersigned transfer permit coverage MSR15 _____ (complete if known)</p> <p>From: _____</p> <p>To: _____ Acquisition Date: _____</p>	
<p>By signature below, the new permittee certifies that they are aware of the requirements of the Small Construction General Permit and agrees to accept responsibility and liability for permit compliance. The previous permittee by signature below is transferring permit coverage to the new permittee.</p>	
<p>_____</p> <p style="text-align: center;">Print New Permittee¹ Name</p> <p>_____</p> <p style="text-align: center;">New Authorized Signature²</p> <p>_____</p> <p style="text-align: center;">Title Date</p>	<p>_____</p> <p style="text-align: center;">Print Previous Permittee¹ Name</p> <p>_____</p> <p style="text-align: center;">Previous Authorized Signature²</p> <p>_____</p> <p style="text-align: center;">Title Date</p>
<p>¹A Permittee is a company or individual that is covered under the general permit. ²Authorized Signature must be owner or operator.</p>	
<p>Page 1 of 2</p>	
<p>Rev. 3/01/13</p>	

Item X. Storm Water

(Check One)

The recipient certifies that they have received a copy of the SWPPP from the original owner.


The recipient is developing a new SWPPP.

If other environmental permits are involved please contact MDEQ at 601/961-5171 for the appropriate MDEQ transfer form or see MDEQ's web site at www.deq.state.ms.us

Submit to MDEQ at the following address only if an SCNOI has been submitted. If not submitted, you must keep this form with your records.

**Chief, Environmental Permits Division
MDEQ, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225**

CITY OF GULFPORT
STANDARD OPERATING PROCEDURES

 <p>City of Gulfport Department of Public Works</p>	<p>Standard Operating Procedures</p>	<p>SOP NO. <u>WS-2007-01</u></p>
<p>PAGE: 1 of 4</p>	<p>PROCEDURE: Fire Hydrant Procedures for: Opening, Closing, Flushing & Testing</p>	<p>DATE: 1/23/07</p>

In our day-to-day operations in support and service to the City of Gulfport and our citizens, the Department of Public Works and the Gulfport Fire Department must maintain an aggressive proactive Fire Hydrant preventive maintenance and cycling program. Due to the criticality of the system and Federal Regulations, there are specified procedures (do's & don'ts) that must be followed in order to provide an affective, reliable fire fighting system throughout the city. The Following information and procedures must be followed in order to minimize fire hydrant damage, clarify responsibilities, and establish good communications between City Departments, Contractors, Private Owners (Fire Hydrants located on Private Property), and OPTECH personnel to provide the best possible service and support to protect our citizens and businesses.

NOTE: Use only regulation fire hydrant wrenches which have been approved by the Department of Public Work or the Fire Department for the operation of fire hydrants. The use of any other type of wrench or operating device is prohibited by Federal Regulations and shall not be permitted. Contractors observed using any unapproved device shall have their meter and permit revoked and forfeit any deposits posted.



Example of approved wrench.

- 1.0 Proper Opening Procedures for City of Gulfport Fire Hydrants.
 - 1.1 Prior to operating any fire hydrant attached to the City of Gulfport water distribution system, notify the following:
 - 1.11 City of Gulfport Superintendent of Water Well Operations – 228-868-5765
 - 1.12 Department of Public Works Dispatch – 228-868-5805
 - 1.13 Dispatch will notify the Fire Department and complete a call-out of the affected area if time permits.
 - 1.2 Quickly examine the Fire Hydrant and surrounding area for visual defects and obstructions. If any problems exist, inform the Fire Hydrant Construction Crew @ 228-868-5765.
 - 1.3 Check discharge area for obstructions and proper drainage. If there is a problem, determine the proper course of action to eliminate or minimize the problem. Contact the Fire Hydrant Construction Crew @ 228-868-5765 if assistance is required.

- 1.4 Gently remove the appropriate cap from one of the fire hydrant ears (2½” or 4”) to avoid damaging threads.
- 1.5 Check the top of the fire hydrant to determine proper opening direction (Clock Wise or Counter Clock Wise).



- 1.6 Using the proper tool, crack hydrant open and allow barrel to fill and slowly flow. This is done in order to remove any debris or foreign material from the hydrant and line. If the hydrant does not flow, check the main valve feeding the fire hydrant and ensure that it is in the open position. If it is not open, open the main valve slowly. If fire hydrant still does not flow, close the hydrant, secure, and notify the Fire Hydrant Construction Crew @ 228-868-5765 and the Fire Department. If fire hydrant flows satisfactorily, continue to the next step

NOTE: Open & Close fire hydrants slowly in order to prevent water hammer.

- 1.7 If you are flushing, continue to slowly open fire hydrant to desired flow. If you are doing other than flushing operations, close the fire hydrant and attach the appropriate device or hardware. Once the device or hardware has been attached, slowly open the fire hydrant to the desired flow.

NOTE: Contractors who are using City of Gulfport fire hydrants are required to obtain a meter and wrench in order to draw water from city fire hydrants. Contractors observed taking water from city fire hydrants without authorization or using the wrong tools will be reported and any deposits will be withheld.

2.0 Proper Closing Procedures for City of Gulfport Fire Hydrants.

- 2.1 Complete testing, flushing, etc.
- 2.2 Check the top of the fire hydrant to determine proper closing direction (Clock Wise or Counter Clock Wise).

WARNING: Over torquing of fire hydrant valve will result in damage to the fire hydrant and may result in either repair or replacement.

- 2.3 Using the proper tool, slowly start closing the hydrant to the point of slight flow and then snug. Observe flow of the fire hydrant for 30 seconds to allow it to drain. Drainage time is a result of fire hydrant condition, soil conditions, and installation.
- 2.4 Carefully remove all attachments to avoid damaging threads on ears.
- 2.5 With fire hydrant completely closed, attachments removed, and caps off, observe for leaks from open ears. If fire hydrant leaks, try to snug hydrant closed being careful not to over torque. If leak continues, slowly open fire hydrant approximately half way to remove any debris or foreign

material that may prevent complete closing of fire hydrant and try to slowly close again. If leak persists, notify the Fire Hydrant Construction Crew @ 228-868-5765.

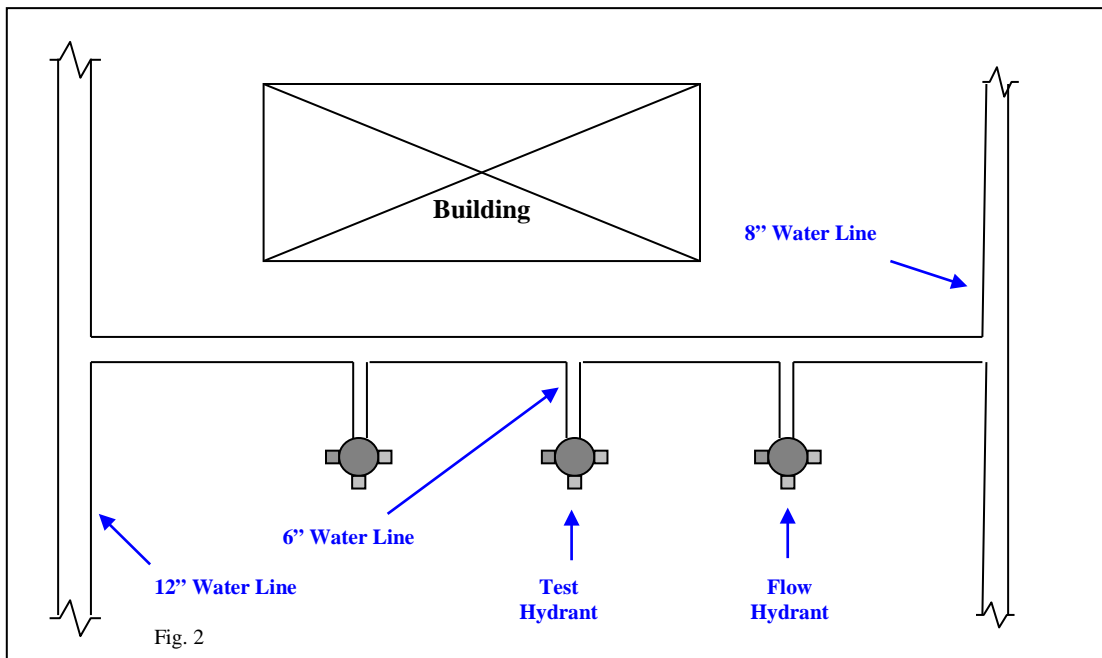
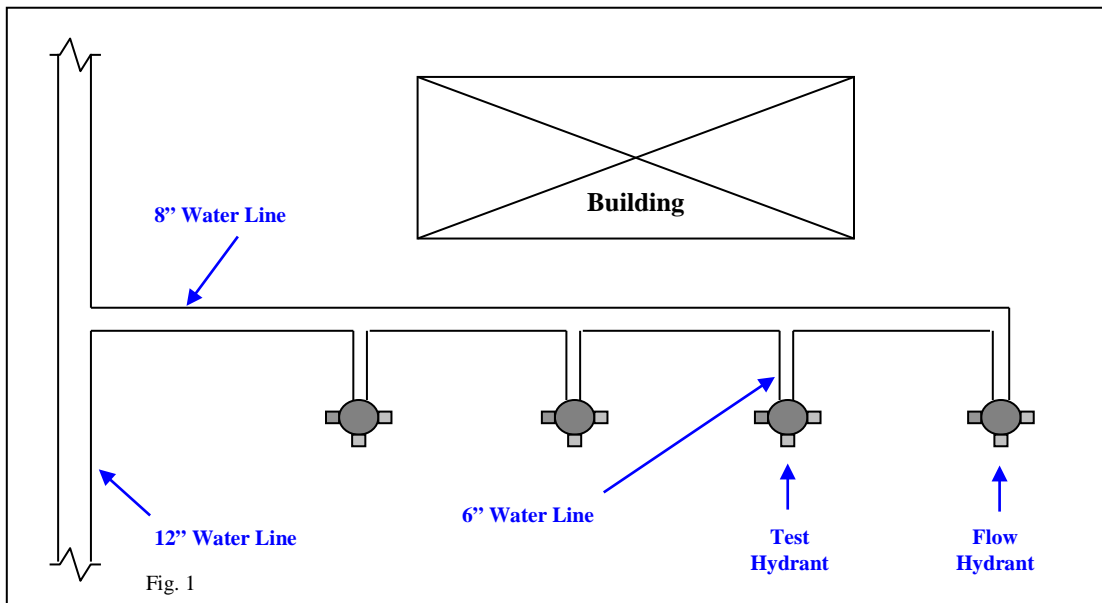
2.6 Inspect caps for gaskets and thread damage. If any problems are discovered, notify the Fire Hydrant Construction Crew @ 228-868-5765. Do not attempt to force caps on ears if thread damage is present.

2.7 Carefully replace caps on all ears to avoid damaging ear threads.

NOTE: Contractors who have completed use of meters and wrenches shall return them to the City of Gulfport, Department of Public Works, Tool Room. If meter and wrench are returned in satisfactory condition, the contractor's deposit will be returned.

3.0 Proper Flow and Testing of City of Gulfport Fire Hydrants.

NOTE: Use the following figures for flushing and testing City of Gulfport Fire Hydrants.



3.1 Locate personnel at the test hydrant and at all flow hydrants to be used.

NOTE: Follow procedures for Proper Opening Procedures for City of Gulfport Fire Hydrants.

3.2 Remove a hydrant cap from the test hydrant and attach the pressure gauge with the petcock in the open position. After checking the other caps for tightness, slowly open the hydrant several turns. Once the air has escaped and a steady stream of water is flowing, close the petcock and slowly open the hydrant the rest of the way.

3.3 Read and record the static pressure as indicated on the pressure gauge.

3.4 The personnel located at the flow hydrant(s) shall remove the cap(s) from the outlet(s) to be flowed. When using a hydrant outlet, check and record the hydrant coefficient and the actual inside diameter of the orifice. If a nozzle is placed on the outlet, check and record its coefficient and diameter.

3.5 Open flow hydrants as necessary and record the pilot reading of the velocity pressures. Personnel located at the test hydrant simultaneously read and record the residual pressure.

NOTE: The residual pressure should not drop below 20psi during the test. If this happens, the number of flow hydrants must be reduced.

NOTE: Follow procedures for Proper Closing Procedures for City of Gulfport Fire Hydrants.

3.6 Slowly close the flow hydrant to prevent water hammer in the mains. After checking for proper drainage, replace and secure all hydrant caps. Report any hydrant defects to the Fire Hydrant Construction Crew @ 228-868-5765.

3.7 Check the test hydrant for a return to normal operating pressure, and then close the hydrant. Open the petcock valve to prevent a vacuum on the pressure gauge. Remove the pressure gauge, replace and secure the hydrant cap. Report any hydrant defects to the Fire Hydrant Construction Crew @ 228-868-5765.

ORIGINATOR: Stephen J. Murray	APPROVED BY:	REVISION:
TITLE: Water & Sewer Inspector DATE: 1/24/05	TITLE: DATE:	A

CITY OF GULFPORT
FEDERAL CONSTRUCTION CONTRACT
PROVISIONS

City of Gulfport

Federal Construction Contracts

INFORMATION FOR BIDDERS PLEASE READ CAREFULLY



This Project is funded in whole or in part with Federal CDBG, Katrina Disaster CDBG or HOME Investment Partnership Funds provided by the Department of Housing and Urban Development, all Federal Regulations regarding these funding sources apply.

TO BE CONSIDERED A RESPONSIVE BIDDER
YOUR BID SUBMISSION MUST CONTAIN THE FOLLOWING COMPLETED AND SIGNED
SECTION 3 REQUIREMENTS and APPLICABLE CERTIFICATIONS

ATTACHMENT A – CONTRACT PROVISIONS FOR FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

ATTACHMENT B – HUD SECTION 3 REGULATIONS (*PLEASE READ CAREFULLY*)

- SECTION 3 PROJECT PLAN (*Please Complete, Sign and Return*)
- SECTION 3 (Appendix A – Section 3 Regulation 24 CFR Part 135)
- SECTION 3 (Appendix B – Section 3 Clause – included in all contractor/subcontract agreements)
- SECTION 3 BUSINESS CONCERN CERTIFICATION (*Please Complete, Sign and Return*)
- SECTION 3 EMPLOYEE CERTIFICATIONS (*Please Complete and Return as Applicable*)
- CURRENT EMPLOYEE ROSTER (*Please Complete, Sign and Return*)

Section 3 Regulations:

SPECIAL NOTICE:

All bidders are required to demonstrate commitment to the achievement of the Section 3 goals in one of the following two ways:

(1) A bidder must certify as a Section 3 business concern; or

(2) A bidder must provide a Section 3 plan detailing how the bidder will meet the required Section 3 subcontracting goal of providing subcontracting opportunities to Section 3 business concerns in an amount not less than 10% of the total contract amount. In its subcontracting plan, the bidder should include the necessary number of Section 3 business subcontractors to meet or exceed the goal for this contract. The plan should also clearly state the total dollar value that will be self-performed and the total dollar value which will be subcontracted to Section 3 Business Concerns; providing for each listed Section 3 Business Concern a fully completed Section 3 Business Certification form including the company name, address, contact person, telephone number, and e-mail address; the amount to be performed/subcontracted; the scope of work to be performed; and the anticipated timeframe for performance of the work.

If a bid is submitted without satisfying one of the two requirements set forth above, then that bid will be deemed non-responsive and rejected; provided, however, that in the event the Prime Contractor bidder, itself, is a Section 3 Business Concern and provides the requisite documentation in support thereof, such bidder will be encouraged, but not required to extend subcontracting opportunities to Section 3 business concerns as contemplated by this paragraph.

Award

An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking and with the lowest responsive bid if that bid –

- (A) Is within the maximum total contract price established in the contracting party’s budget for the specific project for which bids are being taken, and
- (B) Is not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

X = lesser of:

	X=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1½% of the lowest responsive bid, with no dollar limit.

ATTACHMENT C – CERTIFICATIONS (Please Sign and Return)

- CERTIFICATION OF CONTRACTOR/SUB-CONTRACTOR REGARDING E-VERIFY
- CERTIFICATION OF CONTRACTOR/SUB-CONTRACTOR REGARDING SEGREGATED FACILITIES
- CERTIFICATION OF CONTRACTOR/SUB-CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

ATTACHMENT D – DAVIS BACON FEDERAL WAGE RATES (WAGE RATES INCLUDED**)**

ATTACHMENT E – ON-SITE REQUIRED SIGNS AND NOTICES

(SPECIAL NOTICE) 4’x6” Project Sign must be included on the job site and cost is responsibility of contractor.

ATTACHMENT F – MISSISSIPPI JOBS FIRST (Please Complete, Sign and Return)

IF YOU HAVE ANY QUESTIONS REGARDING THESE REQUIREMENTS OR NEED ADDITIONAL FORMS, PLEASE CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT communitydevelopment@gulfport-ms.gov Or call 228-868-5705, ext. 6545.

CHECK AND RE-CHECK ALL DOCUMENTS FOR COMPLETENESS. ALTERED OR INCOMPLETE SUBMITTALS ARE CONSIDERED NON-RESPONSIVE BIDS

Attachment A

Special Contract Provisions

For Federally-Assisted Construction Contracts

INTRODUCTION

This project/contract is being financially supported by federal funds awarded by the U.S. Department of Housing and Urban Development under the Entitlement Community Development Block Grant (CDBG), Home Investment Partnership Program, funded directly to the City of Gulfport, or the Katrina Supplemental Community Development Block Grant Program funded through Mississippi Development Authority. The City of Gulfport Community Development Department administers the local CDBG/HOME Programs. *(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the City of Gulfport for CDBG/KCDBG/HOME assisted grants/projects/activities).*

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

The following conditions take precedence over any conflicting conditions in the contract:

SEC. 1. APPLICATION TO SUBCONTRACTORS. No money under this contract shall be disbursed by the Contractor/Consultant to any sub-contractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS. As used in this contract:

“HUD” means the Secretary of Housing and Urban Development or person(s) authorized to act on his behalf.

“City” means the Mayor and Council Members of the City of Gulfport or person(s) authorized to act on their behalf.

“MDA” means the Mississippi Development Authority or person(s) authorized to act on their behalf.

“Act” means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

SEC. 3. ACCESS TO RECORDS AND RECORDS RETAINAGE

The Contractor/Consultant shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Mississippi records access and retention requirements, to wit:

A. Records to be Kept. Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Inspection of Records. At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the City, HUD and/or representatives of the comptroller General for examination of all its records, with respect to all matters covered by this contract, and will permit the City, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

SEC. 4. LOBBYING. The Contractor/Consultant certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor/Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
- D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 5. DISCRIMINATION. Contractors/Consultants shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended(42 U.S.C. 20000d)** and the requirements imposed by the Regulations of the Department of Commerce (15CDR Part 8) issued pursuant to that Title in accordance there with no person in the United States shall on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall be not any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.
- B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602** which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.
- C. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), executive Order 11914, Section 504,** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.
- D. **Age discrimination Act of 1975, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.
- E. **Section 202 of Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor/consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation, and selection for training, including apprenticeship. The Contractor/Consultant agrees to post inconspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.
2. The Contractor/Consultant will, in all solicitations or advertisement for employees placed by or on behalf of this Contractor/Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status. Contractor/Consultant shall include language in all solicitations and/or advertisements for available employment or training opportunities giving notice to applicants of the preference given to qualified Section 3 residents for available employment or training opportunities.
3. The Contractor/Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor a commitments under section 202 of Executive Order No.11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor/Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor/Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor/Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor/Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor/Consultant will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Consultant will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

F. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 f.r. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.

The contractor/consultant certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under this/her control. He/she certifies further that he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor/consultant agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains,

recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause; that he/she will retain such certification in his/her files, and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certification for specific time periods).

SEC. 6 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

In connection with the planning and carrying out of any project assisted with CDBG, KCDBG and HOME funds, and to the greatest extent feasible, opportunities for training and employment should be given to low and very lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible Section 3 business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government in which the project is located. Contractor/Consultant and all of its subcontractors/sub-consultants must utilize the Section 3 forms included in these Special Contract Provisions This contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause (24 CFR Part 135.38), as set forth below:

Section 3 Clause:

- a. The work to be performed under this contracts is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contract agrees to send to each labor organization or representative of workers with which the contractor has collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor/consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor/consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor/consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450c) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SEC.7. LABOR STANDARDS. Contractor/Consultant shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs.

A. Davis-Bacon Act Provisions. All contracts for construction work in excess of \$2,000 awarded by grantees and sub-grantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276 a to a7) as supplemented by Department of Labor Regulations (29 CFR Part 5). However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units. The Davis Bacon Act is not triggered then CDBG/HOME funds are used for non-construction work such as acquisition, purchase of equipment, architectural and engineering fees, other services (legal, accounting, construction management), etc.

1. All workers employed by Contractors or subcontractors on construction work costing over \$2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the secretary of labor and specified in a wage determination.
2. In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites. In addition, Contractors and subcontractors shall be required to pay wages at least once a week.

B. Copeland “Anti-Kick Back Act” (18 U.S.C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that the Contractor/consultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

C. Contract Work Hours and Safety Standards Act (40 U.S.C.327 et seq.):

Contracts awarded by grantees and sub-grantees in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.

1. Under Section 103 of the Act, the Contractor/consultant and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.
2. Section 107 Of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

SEC. 8. CLEAN WATER, CLEAN AIR, E.O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts apply to assisted construction contracts and related subcontracts exceeding \$100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed in the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued there-under.
3. They will promptly notify the City of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

SEC. 9. LEAD BASED PAINT. The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.
3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.135(d).

SEC.10 THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646 as amended). 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1 M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this Act.

SEC. 11 THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969, (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.

The Chief Executive Officer of the Grantee consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law; as specified in 24 CFR Part 58, which further the purposes of NEPA in the areas of historic preservation, noise control, floodplains, coastal zones and wetlands, air quality, water quality, wildlife, and endangered species, solid waste disposal, and environmental effects abroad. The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

SEC. 12 THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L. 92-123, AS AMENDED).

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

SEC. 13 ARCHITECTURAL BARRIERS ACT (P.L. 90-480, 42 USC 4151, AS AMENED), and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

SEC. 14 MINORITY BUSINESS ENTERPRISES, Referenced in Executive Order #11625, OMB Circular A-102 Attachment O Procurement Standards. Grantees are to give priority to Minority Business enterprises in purchase of supplies, equipment, construction, and services.

SEC. 15 CDBG CERTIFICATION, Grantee shall provide any certification required under Section 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, the American Recovery and Reinvestment Act of 2009, and shall comply with the terms of such certification.

SEC. 16 USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. CDBG/KCDBG/HOME funds shall not be used directly or indirectly to employ; award contracts to; or otherwise engage the services of, or fund any Contractor or Subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).

SEC. 17 EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465, amending Executive Order 12989, as amended. Federal contractors/consultants and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.

E-Verify to verify employment eligibility

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification with 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

- (1) Is for –
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at www.dhs.gov/e-verify.

SEC. 18. CONFLICT OF INTEREST.

A. Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, Subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.

A. Contractor/Consultant's Responsibilities. The Contractor/Consultant shall take appropriate steps to assure compliance with paragraph (A) of this section, and will incorporate the following provision into every sub-contract.

“Interest of Sub-Contractor and Employees. The Sub-Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-Contractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of an participation by residents of the area.”

SEC.19. CONTRACTOR TO FURNISH NECESSARY PERSONNEL RESOURCES:

- A. The Contractor/Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the Grantee.
- B. All of the services required hereunder will be performed by the contractor/consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

SEC.20. REPORTS AND INFORMATION

The contractor/consultant, at such times and in such forms as the Grantee (City of Gulfport) may require, shall furnish grantee and/or the Department of Housing and Urban Development, and any other representative of the Grantee such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by the grantee in connection therewith and any other matters covered by this contract.

SEC.21. RECORDS AND AUDITS

The contractor/consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

SEC 22. COPYRIGHT AND PETENT RIGHTS

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The U.S. Department of Housing and Urban Development, the city of Gulfport Community Development Department shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor/consultant’s services.

SEC. 23. DISPUTES, DEFAULT AND TERMINATION

- A. **Disputes.** In the event of dispute arising under this Contract, the Contractor/Consultant shall notify the City promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor/Consultant shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor/Consultant’s rights to make a claim, provided they have notified the City in writing as above stipulated.
- B. **Default and Remedies.**
 1. Default shall consist of any failure by the Contractor/Consultant to perform under this contract or written amendments thereto of any breach of any covenant, agreement, provision or warranty provided by the Contractor/Consultant as a part of this contract. Actions which constitute a default include, but are not limited to:

- a. Failure to submit to the City reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
 - b. Submission of requests for payment or reimbursement of amounts that is incorrect or incomplete.
 - c. The failure of the Contractor/Consultant to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency.
 - d. Failure to perform any activity required by this contract.
2. Upon occurrence of any default, the City shall advise the Contractor/Consultant in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor/Consultant, the City may continue the suspension or, by written notice of termination, may terminate the contract.
 3. Notwithstanding the above, the Contractor/Consultant shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the contract; and the City may deduct the amount of damages from any outstanding payments to the Contractor/Consultant or may withhold payments until such time as the exact amount of the damages is determined

C. Termination.

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this contract and may terminate the contract.
2. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with CDBG/KCDBG/HOME funds by the Contractor/Consultant under this contract shall, at the option of the City, become its property and the Contractor/Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

STATE LAWS

SEC 24 Mississippi Jobs First – Miss. Code Ann. §31-5-37 (2012)

Contractors submitting bids for public works projects utilizing specified funding required to submit an employment plan with bid; contents of plan; review of individuals for vacant positions.

1. All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid for financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section.

SECTION 3

SPECIAL FEDERAL CONTRACT PROVISIONS

24 CFR Part 135

NOTICE TO BIDDERS

ALL SECTION 3 DOCUMENTS MUST BE COMPLETED,
SIGNED AND RETURNED WITH BID SUBMITTAL

SECTION 3 PROJECT PLAN

(For General Contractor – Submit to the Grant Administrator; For Subcontractor – Submit to General Contractor)
(MUST BE COMPLETED, SIGNED AND RETURNED WITH BID)

Instructions

1. All contractors and subcontractors on the Project must fill out this Section 3 Project Plan form.
2. The Plan must represent the contractor's commitments to comply with Section 3 and include a description of efforts to accomplish the Plan.
3. The contractor shall implement the Plan, including reporting monthly on the status of the Plan.

Contractor or Subcontractor: _____

Contact Person / Phone #: _____ Contract Amount: _____

Are you a Certified Section 3 Business Concern?

- Yes, certification and supporting documentation were provided the Grant Administrator.
- No, but will work with the Grant Administrator to attain HUD Section 3 goals to the greatest extent feasible.

Are you a Construction Contractor or a Non-construction Contractor?

- Construction Contractor
- Non-Construction Contractor

Section 3 Training, Employment and Subcontracting Goals

The contractor has set minimum numerical goals for the Project to ensure that, to the greatest extent feasible, economic opportunities are provided to Section 3 residents and Section 3 business concerns. The numerical goals stated above shall apply to newly created employment and/or subcontracting opportunities. The Contractor's minimum Section 3 goals are as follows:

- Employment: Thirty percent (30%) of the aggregate number of new hires to be Section 3 residents;
- Subcontracting: (a) At least ten percent (10%) of the total dollar amount of all Section 3 covered subcontracts for construction, and (b) At least three percent (3%) of the total dollar amount of non-construction covered Section 3 subcontracts to eligible Section 3 business concerns.

The Contractor will further ensure that, to the greatest extent feasible, its subcontractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

Section 3 Hiring Preference

The contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority listed below. Priority consideration shall be given, where feasible, to:

- 1st: Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents).
- 2nd: Participants in HUD Youthbuild programs (category 2 residents).
- 3rd: Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority.
- 4th: Other section 3 residents.

Section 3 Preference for Contracting with Section 3 Business Concerns

Section 3 business concerns shall be given priority in contracting for work, in the following order of priority:

- 1st: Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
- 2nd: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3rd: Other section 3 business concerns.

HUD Section 3 Business Registry

Registry of firms that have self-certified their status as Section 3 Businesses, who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. Section 3 residents are also encouraged to use the registry to identify businesses that may have HUD funded employment opportunities. Businesses can submit an online application for inclusion in the Section 3 registry at: www.hud.gov/Sec3Biz.

Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit local, low-income residents through local advertising media, signs prominently displayed at the project site, and direct notices provided to community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures (as described in the Appendix A, attached) in order to offer training and employment opportunities to Section 3 residents.

The Contractor shall attempt to award subcontracts to Section 3 business concerns by utilizing the some of the examples as set forth in the Appendix A.

If the project generates training opportunities, then the contractor will give preference for those training opportunities to section 3 residents. Such training opportunities might include internships or apprenticeships. Contractor shall implement procedures designed to notify section 3 residents about the training.

Definitions

- a. A "Section 3 resident" is
 - A public housing resident; or
 - a low- (< 80% AMI) or very low- (<50% AMI) income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended. See HUD website at www.hud.gov/section3.
- b. "Section 3 business concern" means a business concern—
 - (1) That is 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- c. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.
- d. Hiring Categories as identified by HUD:
 1. PROFESSIONALS.
Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.
 2. TECHNICIANS.
Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.
 3. OFFICE AND CLERICAL.
Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills

and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

4. OFFICIALS AND MANAGERS.

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

5. SALES.

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

6. CRAFT WORKERS (SKILLED).

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

7. OPERATIVES (SEMISKILLED).

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, hand packers and packagers, and kindred workers.

8. LABORERS (UNSKILLED).

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

9. SERVICE WORKERS.

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

Section 3 Clause

All subcontracts shall include the Section 3 Clause found at 24 CFR 135.38 (see Appendix B attached).

Section 3 Reporting/Recordkeeping by Contractor

The Contractor (and/or subcontractor) will report Section 3 activities to the Grant Administrator on a monthly basis on the provided Section 3 Status Report. The Mississippi Development Authority (MDA) or its designee shall have access to all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the Section 3 regulations or that are maintained in accordance with the regulations governing the program under which Section 3 covered assistance is provided or otherwise made available to the Contractor.

As the contractor or subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they will direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the efforts to comply with Section 3 shall be reported each month as directed by MDA and any required documentation shall be submitted as set forth below. Reports in a form provided by MDA shall be required each month capturing the following data:

- The number of full time positions generated by the Section 3 covered work.
- Of those full time positions, the number of Section 3 employees hired to work on the Section 3 covered work
- Supporting certifications of reported Section 3 residents (and, if requested by MDA, supporting documentation)
- The number of new subcontracts generated by the Section 3 covered work.
- Supporting certifications of reported Section 3 subcontractors and, if requested by MDA, necessary supporting information (Certifications of all Section 3 resident employees and, if requested by MDA, supporting documentation).
- Outreach efforts employed to recruit Section 3 residents and/or businesses as needed.

Section 3 Compliance Monitoring of Contractors and Subcontractors

The Grant Administrator shall periodically monitor the compliance of its contractors with the Section 3 regulations. The Contractor shall share the responsibility of Section 3 with the subcontractors that are awarded contracts to which Section 3 is applicable. The Contractor, or its designee, shall periodically monitor the compliance of its subcontractors with the Section 3 regulations and maintain records of such monitoring efforts.

Date

Signature of Company Representative

APPENDIX A

24 CFR 135.5

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2

persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section m of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities. (B) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities. (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate. (10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section will provide specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of 719 Pl. 135, App. the competitive procurement methods authorized in 24 CFR B5.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section will may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

	x=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1½% of the lowest responsive bid, with no dollar limit.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations tor Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation facts (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concerns) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

APPENDIX B

24 CFR § 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 50e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Business Concern Certification

(Complete, Sign and Return)

Instructions:

1. This form must be completed by all contractors to certify whether they qualify for preference as a Section 3 Business Concern.

Company Name: _____

Address: _____

Contact Person: _____ **Phone Number:** _____

Number of Employees: _____ (full time) _____ (part-time)

Does your firm represent and certify that it is a Section 3 business concern?

Yes No

If yes, please check all that apply. The contractor represents and certifies that:

- The contractor's firm is 51 percent or more owned by Section 3 residents; or
- The contractor's permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- The contractor hereby commits to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded by the business under the proposed contract to Section 3 businesses that meet either of the above two criteria, as identified below and detailed further in the contractor's Section 3 Subcontracting Plan:

CONTRACTOR NAME	CONTRACT AMOUNT
_____	\$ _____ -
_____	\$ _____ -
_____	\$ _____ -
_____	\$ _____ -
_____	\$ _____ -

On behalf of the above-referenced Company, I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided may result in the termination of Company's contract and debarment, or prosecution.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

SECTION 3 RESIDENT CERTIFICATION -2020

Harrison County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: _____ (“Contractor”) (“Subcontractor”).

I, _____, am a legal resident of _____.

My permanent address is: _____

I am a Section 3 resident because **(must check one)**:

- I am a resident of public housing, OR
- My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (**provide at least one**):

- | | |
|---|---|
| <input type="checkbox"/> Copy of lease in a Federally assisted program | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in public assistance program that assists low or very low income persons | <input type="checkbox"/> Copy of household income tax Returns |

SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in **Harrison County** who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household (Circle)	Annual Household Income Less Than (Circle)
1	\$34,100
2	\$39,000
3	\$43,850
4	\$48,700
5	\$44,950
6	\$48,300
7	\$51,600
8	\$54,950

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

DATE

SIGNATURE

SECTION 3 RESIDENT CERTIFICATION -2020

Hancock County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: _____ (“Contractor”) (“Subcontractor”).

I, _____, am a legal resident of _____.

My permanent address is: _____

I am a Section 3 resident because **(must check one)**:

- I am a resident of public housing, OR
- My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (**provide at least one**):

- | | |
|---|---|
| <input type="checkbox"/> Copy of lease in a Federally assisted program | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in public assistance program that assists low or very low income persons | <input type="checkbox"/> Copy of household income tax Returns |

SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in **Hancock County** who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household (Circle)	Annual Household Income Less Than (Circle)
1	\$34,100
2	\$39,000
3	\$43,850
4	\$48,700
5	\$52,600
6	\$56,500
7	\$60,400
8	\$64,300

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

DATE

SIGNATURE

SECTION 3 RESIDENT CERTIFICATION -2020

Jackson County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: _____ (“Contractor”) (“Subcontractor”).

I, _____, am a legal resident of _____.

My permanent address is: _____

I am a Section 3 resident because **(must check one)**:

- I am a resident of public housing, OR
 My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (**provide at least one**):

- | | |
|---|---|
| <input type="checkbox"/> Copy of lease in a Federally assisted program | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in public assistance program that assists low or very low income persons | <input type="checkbox"/> Copy of household income tax Returns |

SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in **Jackson County** who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household (Circle)	Annual Household Income Less Than (Circle)
1	\$38,750
2	\$44,250
3	\$49,800
4	\$55,300
5	\$59,750
6	\$64,150
7	\$68,600
8	\$73,000

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

DATE

SIGNATURE

ATTACHMENT C

**CERTIFICATION OF CONTRACTOR REGARDING
EXECUTIVE ORDER 12989
E-VERIFY**

EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465, amending Executive Order 12989, as amended. Federal contractors and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.

E-Verify to verify employment eligibility

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, Contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification within 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

- (1) Is for –
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at www.dhs.gov/e-verify.

CONTRACTOR CERTIFICATION

On behalf of the Company, I have read and fully agree to comply with Executive Order 12989 (E-Verify), and become a party to the full implementation of this requirement.

Name and Title of the Authorized Representative (print or type)

Signature of Authorized Representative

Date

CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES

(For Prime Contracts Exceeding \$10,000)

Name of Prime Contractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

**(a) No segregated facilities will be maintained as required by
Title VI of the Civil Rights Act of 1964.**

CONTRACTOR CERTIFICATION

Name and title of Authorized Representative (print or type)

Signature of Authorized Representative

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
Lower Tier Covered Transactions***

(Note: **Lower Tier** refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds).

Title 24 Code of Federal Regulations Part 24 requires that the City not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. As a condition of receiving funding under the Community Development Block Grant, HOME, Emergency Shelter, and Housing Opportunities for Persons with AIDS (HOPWA) programs, you are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 CFR Part 24.

If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:

- *List of Parties Excluded from Federal Procurement and Non-procurement Programs, issued by the U. S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402. Telephone number is 202-512-1800.*
- *Internet access is also available at: www.Sam.gov*

NOTICE TO BIDDERS/CONTRACTORS

The City of Gulfport, either through its Procurement Department or Grants Department, or its Grantee, Mississippi Development Authority, as applicable, will document contractor compliance with this certification through www.Sam.gov prior to acceptance and award of contract. All Contractors must be registered and in "current" status. Annual re-certifications are required.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

for

City of Gulfport

Community Development Block Grant (CDBG) Program, Katrina Supplemental Disaster Program (KCDBG), HOME Investment Partnership Program (HOME)

Contractor: _____

Contract: _____

Contract Year: _____ **DUNS/EIN #** _____

1. The Contractor certifies to the best of its knowledge and belief, that:
 - a. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
 - d. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the City determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this Contract for cause or default.
3. The Contractor shall provide immediate written notice to the City if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “Grantee”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
5. The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
6. The Contractor further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

CONTRACTOR CERTIFICATION

Signed: _____
(Authorized Recipient Name/Title)

Date: _____

Print Name: _____

Organization: _____

DUNS/EIN # _____

ATTACHMENT D

Federal Labor Standards Provisions

U. S. Department of Housing and Urban Development

Applicability

The project of Program to which the Construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction of development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(iv); also regular contributions made or costs incurred for more than weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill excepts as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided that the employer's payroll records accurately set forth the time spent in each classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate including any bona fide fringe benefits bears a relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator or the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is no expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime-contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act). daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 24 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program describe in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs,. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-34 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1). Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 20 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in 29 CFR Part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph AA.3 (ii)(b) of this section.

(d) The falsification of any of the above certification may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees, Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. Employment and Training Administration, Bureau of Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship Agency (here appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll as an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate

specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor. Employment and Training Administration. The ratio of the trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of the fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in an training plan approved by the employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11248, as amended, and 29 CFR Part 30.

5. Compliance with Copeland act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of its clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 4.12(a)(1) or be awarded HUD contracts or participate in HUD programs pursuant to 24CFR Part 24.

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration... makes, utter or publishes any statement, knowing the same to be false... shall be fined not more than \$5,00 or imprisoned not more than two years, or both."

11. Complaints, Proceeding, or Testimony by Employees. No laborer or mechanic to whom the age, salary, or other labor standards provisions of the Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation, liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia

or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10

for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld from any moneys payable on account of work performed by the contractor subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(a) No laborer or mechanic shall be required to work in surrounding or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**DAVIS-BACON
WAGE DETERMINATION
ATTACHED**

PROJECT : Hwy 49 – 18th St. Drainage (R-109-202-09-KCR)___

WAGE DECISION #MS20200060 (01/03/2020)_____

Heavy Construction Excluding Flood Control

WAGE DECISION #: _____

Hwy 49-18th Street Drainage (R-109-202-09-KCR)

General Decision Number: MS202000060 01/03/2020

Superseded General Decision Number: MS20190060

State: Mississippi

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

County: Harrison County in Mississippi.

HEAVY CONSTRUCTION PROJECTS EXCLUDING FLOOD CONTROL

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/03/2020

SUMS2015-025 04/03/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.52	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 17.75	0.00
ELECTRICIAN	\$ 27.16	7.45
LABORER: Common or General..... Includes Water Sewer Lines	\$ 12.41	0.00
LABORER: Pipelayer..... Includes Water Sewer Lines	\$ 14.04	1.92
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.86	0.00
OPERATOR: Bulldozer.....	\$ 18.85	1.18
OPERATOR: Crane.....	\$ 22.66	4.66

IRONWORKER: REINFORCING.....	\$ 20.63	0.00
IRONWORKER: STRUCTURAL.....	\$ 19.00	0.00
TRUCK DRIVER: Dump Truck, Includes Water Sewer Lines.....	\$ 16.03	0.95

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT E

REQUIRED ON-SITE SIGNS AND NOTICES

GENERAL CONTRACTOR ONLY

The Following Sign must be posted on-site

- **4' x 6' Required On-Site Katrina Community Development Block Grant Project Sign**
(See attached sample). Cost is part of the contractor bid.

The Following Notifications must be posted on-site or near-on site where all project employees have daily access

- **Davis-Bacon Federal Hourly Wage Rates (Project Specific)**
- **Mississippi Complete Labor Law Poster**
 - **Equal Employment Opportunity Is the Law**
 - **Notice Employee Polygraph Protection Act**
 - **Mississippi Workers Compensation Notice of Coverage**
 - **Your Rights under USERRA**
 - **Equal Opportunity is the Law**
 - **Anti-Discrimination Notice**
 - **Employee Rights and Responsibilities under Family and Medical Leave Act**
 - **OSHA Job Safety and Health**
 - **Unemployment Insurance for Employees**
 - **Federal Minimum Wage Rates**

(The Above Poster will be provided by the City of Gulfport)

- **Section 3 Plan and Section 3 Job Notices**

Project Sign

4'x6'

KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
Hwy 49 – 18th Street Drainage , R-109-202-09-KCR
City of Gulfport



GOVERNOR TATE REEVES
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
John Rounsaville, Interim Director

Billy Hewes/ Mayor, City of Gulfport

COUNCIL MEMBERS

Kenneth L. "Truck" Casey, Sr., Ward One
Ron Roland, Ward Two
Ella Holmes-Hines, Ward Three
F. B. "Rusty" Walker, IV, Ward Four
Myles Sharp, Ward Five
Robert "R. Lee" Flowers, Ward Six
Cara L. Pucheu, Ward Seven

U.S. Department of Housing and Urban Development

NOTE: Seal color may be black/white

ATTACHMENT F

MISSISSIPPI JOBS FIRST

(Mississippi First Law)

Miss. Code Ann. § 31-5-37

Miss. Code Ann. § 31-5-37

MISSISSIPPI CODE of 1972

*** Current through the 2014 Regular Session and 1st and 2nd Extraordinary Sessions ***

TITLE 31. PUBLIC BUSINESS, BONDS AND OBLIGATIONS
CHAPTER 5. PUBLIC WORKS CONTRACTS
IN GENERAL

Miss. Code Ann. § 31-5-37 (2015)

§ 31-5-37. Contractors submitting bids for public works projects utilizing specified funding required to submit employment plan with bid; contents of plan; review of individuals for vacant positions

(1) All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section.

(2) Contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$ 5,000.00) or more and that are financed, in whole or in part, through the use of funds described in subsection (1) of this section shall submit with their bid a certification that they will comply with the provisions of this section if they are awarded a contract. The contractor shall submit to the agency or governing authority that solicited the bid and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of the contract which shall include the following:

(a) The types of jobs involved in the public works project;

(b) The skill level of the jobs involved in the project;

(c) Wage information on the jobs involved in the project;

(d) The number of vacant positions that the contractor and any subcontractor needs to fill;

(e) How the contractor and any subcontractor will recruit, low-wage and unemployed individuals for job vacancies;

(f) Such other information as may be required by the Mississippi Department of Employment Security; and

(g) Proof of registration with the Mississippi Department of Employment Security for taxation in accordance with the provisions of Title 71.

(3) From the date written notice of the contract award is received and until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment Security, the contractor and any subcontractor shall not hire any personnel to fill vacant positions necessary for the public works project except residents of the State of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security. For purposes of this subsection, the contractor or subcontractor is authorized to employ Mississippi residents to begin work immediately, and such persons are to be verified by the Mississippi Department of Employment Security after employment by the contractor or subcontractor. During the ten-day period the Mississippi Department of Employment Security shall submit qualified individuals to the contractor to consider for the vacant positions. The contractor shall review the individuals submitted by the department before hiring individuals who are not submitted by the department. The contract award shall be vacated if the contractor fails to comply with the provisions of this subsection.

**CERTIFIED EMPLOYMENT PLAN FORM FOR
CERTAIN PUBLIC WORKS PROJECTS**

Project No. _____

Bid Date: _____

Project Title: _____

Institution/ Agency: _____

Please provide the information requested below:

1. List the types of jobs that will be involved in this Project:

 2. List the skill level of the jobs involved in the Project:

 3. List the wages for jobs involved in the Project:

 4. List the number of vacant positions that will need to be filled if awarded this Project:

 5. Explain how low wage and unemployed individuals will be recruited for job vacancies:

 6. Attach proof of registration with MDES for taxation purposes.
-

I certify that the information provided above is true and accurate to the best of my knowledge.

Contractor Name & Authorized Representative: _____

Signature: _____ Title: _____ Date: _____

**Note: This form should only be included in your bid if Miss. Code Ann. § 31-5-37 (Mississippi First Law) applies to the project. This law requires contractors submitting bids for public works projects utilizing specified funding to submit an employment plan with their bid.*

If your bid is accepted, please submit a copy of your employment plan to the Mississippi Department of Employment Security via fax at 601-407-1707, or via e-mail at disasterjobs@mdes.ms.gov.

ENVIRONMENTAL PERMIT(S)

STATE OF MISSISSIPPI
NATIONWIDE PERMIT REGIONAL CONDITIONS

A. REGIONAL CONDITIONS FOR ALL NATIONWIDE PERMITS

1. Coastal Zone Management Act (CZMA) concurrence was not granted by the Mississippi Department of Marine Resources (MDMR) for all NWPs located within the three categories of waters of the United States (U.S.), including wetlands, listed below. Therefore, CZMA concurrences are considered denied and applicants must contact MDMR for a project-specific CZMA review and concurrence determination:

- i. All tidal waters in Hancock, Harrison, and Jackson Counties;
- ii. All waters of the U.S. having a surface hydrological connection to tidal waters in Hancock, Harrison, and Jackson Counties, and that are located within 200 feet landward of the observed mean high tide mark; and
- iii. All marsh habitats (i.e. all tidal emergent wetlands dominated by salt or estuarine marsh plant species; and all non-tidal emergent wetlands dominated by freshwater marsh plant species, abutting and/or adjacent to tidal emergent wetlands) in Hancock, Harrison, and Jackson Counties (except pine savannah and pitcher plant bogs) having a surface hydrological connection to tidal waters in Hancock, Harrison, and Jackson Counties, whether saltwater, brackish, or freshwater marshes and including high marsh habitat, even if located more than 200 feet landward of the observed mean high tide mark.

For ALL Nationwide Permit (NWP) authorizations in the above listed waters of the U.S., including wetlands, the applicant must contact MDMR for a case-specific CZMA review and obtain concurrence from MDMR that proposed activities under any NWP are consistent to the maximum extent practicable with the enforceable policies of the State of Mississippi's coastal management program. Applicants are advised that additional measures may be required to ensure activities are consistent with the State of Mississippi's coastal management program.

Process: (1) The applicant shall submit their proposed project information directly to MDMR using the Joint Application & Notification form and include a CZMA consistency determination (CZCD); (2) the applicant is required to receive the CZCD concurrence prior to project initiation to achieve compliance with NWP conditions; and (3) upon receipt of the CZCD concurrence from MDMR, the applicant must provide the CZCD concurrence to the applicable Corps District.

The Joint Application and Notification form may be downloaded or printed from the MDMR website at: <http://www.dmr.ms.gov/index.php/coastal-resources-management/wetland-permitting>

If a pre-construction notification (PCN) to the Corps is required, the attachment to these Regional Conditions highlights the minimum additional information needed.

The completed submittal shall be sent directly to MDMR at the following address:

Mississippi Department of Marine Resources
Bureau of Wetlands Permitting
1141 Bayview Drive
Biloxi, Mississippi 39530

2. A PCN to the appropriate Corps District is required for all regulated activities located within or adjacent to Black Creek within the reach beginning approximately ¼-mile upstream of Moody's Landing and ending approximately ¼-mile downstream of the Fairly Road Bridge crossing. The Corps will coordinate the PCN with the National Forest Service per requirements of Section 7 of the Wild and Scenic Rivers Act and General Condition 16 of the NWP's.

3. NWP authorizations for regulated activities in the Grand Bay National Estuarine Research Reserve, a designated critical resource water located in Jackson County, Mississippi, shall adhere to General Condition 22 of the NWP's.

4. For all regulated activities that might affect a federally-listed threatened or endangered species or designated critical habitat, or essential fish habitat: Submittal of a complete PCN to the appropriate Corps District is required. Note: For activities in waters described in Regional Condition A.1., all PCNs shall instead be submitted directly to MDMR using the Joint Application and Notification form and include information required by NWP General Condition 32. Waterways in Mississippi with reported occurrences of federally-listed threatened or endangered species and their critical habitats, as of March 2017, are listed below. The list below also includes certain types of essential fish habitat (EFH) for federally-managed fisheries that may occur in coastal waterways. This list is provided to heighten awareness of the possibility of interaction between federally-protected species/habitats and regulated activities; it is not intended to be all-inclusive. Applicants are advised that the federal protection status of species and habitats may change during the time period in which these Regional Conditions are in effect, and that those changes may not be reflected in the list below.

Further, this Regional Condition does not lessen the restrictions or requirements provided by General Condition 18. As stated in General Conditions 18 and 32 (82 FR 1860-2008), the PCN from non-federal applicants must include a delineation of waters of the U.S. in the project area and the name(s) of the threatened or endangered species that might be affected by the proposed work or that utilize designated critical habitat that might be affected by the proposed work. PCNs from federal applicants must include documentation of compliance with the Endangered Species Act and Magnuson-Stevens Fishery Conservation and Management Act (MSFCMA), as applicable.

NOTE: The following definitions apply to the list below, as well as the list in Section B.1. of these Regional Conditions: C = Candidate Species; CH = Critical Habitat; LE = Listed Endangered; LT = Listed Threatened; PT = Proposed Threatened; EFH = Waters and substrate necessary to MSFCMA-protected fish for spawning, breeding, feeding, or growth to maturity.

Bayou Pierre River and following tributaries: White Oak Creek, Foster Creek, and Turkey Creek – Located in Claiborne, Copiah, Hinds and Lincoln Counties

Species: bayou darter (*Etheostoma rubrum* - LT)

Bear Creek – Located in Tishomingo County

Species: cumberlandian combshell mussel (*Epioblasma brevidens* - LE, CH); slabside pearl mussel (*Lexingtonia dolabellodes* - LE, CH), rabbitsfoot mussel (*Quadrula cylindrica cylindrica* - LT, CH), snuffbox mussel (*Epioblasma triquetra* - LE) and snail darter (*Percina tanas* -T)

Big Black River – Located in Hinds and Warren Counties, from Porter Creek confluence south to Highway 27

Species: rabbitsfoot mussel (*Quadrula cylindrica cylindrica* - LT, CH)

Big Sunflower River – Located in Sunflower County, from Highway 442 to Quiver River confluence

Species: rabbitsfoot mussel (*Quadrula cylindrica cylindrica* - LT, CH) and sheepnose mussel (*Plethobasus cyphus* - LE)

Bogue Chitto River – Located in Pike and Walthall Counties, from State Highway 570, southward

Species: Gulf sturgeon (*Acipenser oxyrinchus desotoi* - LT, CH)

Mississippi River and adjacent land west of the mainline levee – Located in the following Counties: Adams, Coahoma, Jefferson, Warren, Bolivar, DeSoto, Sharkey, Washington, Claiborne, Issaquena, Tunica, and Wilkinson

Species: interior least tern (*Sterna antillarum* - LE), pallid sturgeon (*Scaphirhynchus albus* - LE), and fat pocketbook mussel (*Potamilus capax* - LE)

MS Coastal Waterways and Streams including: Back Bay of Biloxi, Biloxi River, Escatawpa River, Old Fort Bayou, Pascagoula River, and Tchoutacabouffa River – Located in Harrison and Jackson Counties

Species: Alabama red-bellied turtle (*Pseudemys alabamensis* - LE)

EFH: estuarine emergent wetlands, submersed aquatic vegetation or vegetated shallows, live bottoms (e.g. oyster bars, limestone outcroppings)

Mississippi Sound and other back bays – Located in Hancock, Harrison, and Jackson Counties

Species: piping plover (*Charadrius melodus* - LE, CH), red knot (*Calidris canutus rufa* - LT), West Indian manatee (*Trichechus manatus* - LE), green turtle (*Chelonia mydas* -

LT), Kemp's ridley turtle (*Lepidochelys kempii* - LE), leatherback sea turtle (*Dermochelys coriacea* - LE), loggerhead turtle (*Caretta caretta* - LT), and Gulf sturgeon (*Acipenser oxyrinchus desotoi* - LT, CH)

EFH: estuarine emergent wetlands, submersed aquatic vegetation or vegetated shallows, live bottoms (e.g. oyster bars, limestone outcroppings)

Pascagoula River and the following tributaries: Bouie, Chickasawhay, Okatoma, and Leaf Rivers – Located in the following Counties: Clarke, Greene, Perry, Forrest, Jackson, Stone, George, Jones, and Wayne

Species: yellow-blotched map turtle (*Graptemys flavimaculata* - LT), Gulf sturgeon (*Acipenser oxyrinchus desotoi* - LT, CH), pearl darter (*Percina aurora* - PT), and Alabama red-bellied turtle (*Pseudemys alabamensis* - LE)

EFH: estuarine emergent wetlands, submersed aquatic vegetation or vegetated shallows, live bottoms (e.g. oyster bars, limestone outcroppings)

Pearl River – Located in the following Counties: Covich, Leake, Neshoba, Scott, Hinds, Madison, Pearl River, Hancock, Simpson, Lawrence, Marion, and Rankin

Species: ringed map turtle (*Graptemys oculifera* - LT), Gulf sturgeon (*Acipenser oxyrinchus desotoi* - LE, CH), and inflated heelsplitter (*Potamilus inflatus* - LT)

EFH: estuarine emergent wetlands, submersed aquatic vegetation, live bottoms (e.g. oyster bars, limestone outcroppings)

Tombigbee River and the following tributaries: Buttahatchie, Luxapalilla, Noxubee, and Bull Mountain – Located in Itawamba, Lowndes and Monroe Counties

Species: heavy pigtoe mussel (*Pleurobema taitianum* - LE), southern combshell mussel (*Epioblasma penita* - LE), southern clubshell mussel (*Pleurobema decisum* - LE), ovate clubshell mussel (*Pleurobema perovatum* - LT), black clubshell mussel (*Pleurobema curtum* - LE), Alabama moccasinshell (*Medionidus acutissimus* - LT), orange-nacre mucket (*Lampsilis perovalis* - LT), and inflated heelsplitter (*Potamilus inflatus* - LT)

5. Supplement to General Condition 2 (Aquatic Life Movements) and General Condition 9 (Management of Water Flows)

Culverts must be of sufficient capacity to maintain expected high and low water flows and be installed at a sufficient depth to not substantially disrupt the necessary life cycle movements of aquatic life species.

B. REGIONAL CONDITIONS FOR SPECIFIC NATIONWIDE PERMITS

1. For all NWP 12 and NWP 14 regulated activities that require a PCN:

To assess all individual and cumulative impacts, complete PCNs must include a description of the anticipated direct and indirect environmental effects, including both temporary and permanent impacts at all single and complete crossings of waters of the U.S. which are a part of the total linear project.

2. NWP 12 (Utility Line Activities) and NWP 14 (Linear Transportation Projects)

Submittal of a complete PCN to the appropriate Corps District is required for all regulated activities that may directly or indirectly affect federally-listed species and/or their designated critical habitat. The list below includes some species that could be encountered along a linear project and a general description of their typical habitat types utilized. This list is provided to heighten awareness of the possibility of interaction between federally-protected species/habitats and regulated activities; it is not intended to be all-inclusive. Applicants are advised that the federal protection status of species and habitats may change during the time period in which these Regional Conditions are in effect, and that those changes may not be reflected in the list below. NOTE: For regulated activities in waters described in Regional Condition A.1., all PCNs shall instead be submitted directly to MDMR using the Joint Application and Notification form, and include information required by NWP General Condition 32. The attachment to these Regional Conditions highlights the minimum additional information needed.

Gopher tortoise (*Gopherus polyphemus* – LT), and black pine snake (*Pituophis melanoleucus lodingi* – LT) – Located in Clarke, Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jasper, Jefferson Davis, Jones, Lamar, Marion, Pearl River, Perry, Smith, Stone, Walthall, and Wayne Counties and associated with certain upland habitats that may be adjacent to wetlands and/or other waters of the U.S.

Louisiana quillwort (*Isoetes louisianaensis* – LE) – Located in Forrest, George, Greene, Hancock, Harrison, Jackson, Jones, Pearl River, Perry, Stone, and Wayne Counties and associated with intermittent and small perennial streams

Dusky gopher frog (*Rana sevosa* – LE, CH) – Located in Jackson, Forrest, Perry, and Harrison Counties and associated with isolated ephemeral (temporary) ponds/wetlands located in upland long-leaf pine habitat

Mississippi sandhill crane (*Grus canadensis pulla* – LE) – Located in Jackson County and associated with pine savannas, brackish marsh, cultivated fields, and pasture lands within 5 miles of the Mississippi Sandhill Crane National Wildlife Refuge

Mitchell's satyr butterfly (*Neonympha mitchellii mitchellii* – LE) – Located in Alcorn, Itawamba, Monroe, Prentiss, and Tishomingo Counties and associated with wetlands created by beaver ponds and other similar habitats

Gray bat (*Myotis grisescens* – LE), Indiana bat (*Myotis sodalist* – LE) and Northern Long-eared bat (*Myotis septentrionalis* – LT), – Located in counties north of Interstate 20 and associated with caves, box culverts, bridges, and/or forested uplands, wetlands, and riparian habitats (trees over 5 inches dbh)

Pondberry (*Lindera melissifolia* – LE) - Located in Bolivar, Coahoma, Holmes, Humphreys, Issaquena, Leflore, Quitman, Sharkey, Sunflower, Tallahatchie, Tunica, Warren, Washington, and Yazoo Counties and associated with bottomland hardwood wetlands

Price's potato bean (*Apios priceana* – LT) – Located in Alcorn, Chickasaw, Clay, Kemper, Lee, Lowndes, Monroe, Noxubee, Oktibbeha, Pontotoc, Prentiss, and Union Counties and associated with wooded areas that grade into creek and river bottoms

Red-cockaded woodpecker (*Picoides borealis* – LE) – Located in Amite, Copiah, Forrest, Franklin, George, Greene, Harrison, Jackson, Jasper, Jefferson, Jones, Lamar, Lincoln, Noxubee, Oktibbeha, Pearl River, Perry, Scott, Smith, Stone, Wayne, Wilkinson, and Winston Counties (primarily found on or near US National Forests and the Noxubee National Wildlife Refuge); Species excavates nesting cavities in mature pine trees (60+ years old)

Wood stork (*Mycteria americana* – LT) – Located Statewide and associated with freshwater marshes, tidal pools, cypress swamps; Species does not breed in MS, foraging habitat only

White fringeless orchid (*Platanthera integrilabia* – C) – Located in Alcorn, Itawamba, Monroe, Prentiss, and Tishomingo Counties and associated with wet boggy areas at heads of streams and on seepage slopes that are partially shaded

3. NWP 21 (Surface Coal Mining Activities)

This NWP, via disavowal of water quality certification by the Mississippi Department of Environmental Quality, is considered **denied without prejudice**. Individual requests for approval under this NWP will be considered on a case-by-case basis only after receipt by the appropriate Corps district of an individual water quality certification, waiver, or other approval by the Mississippi Department of Environmental Quality.

4. NWP 44 (Mining Activities)

This NWP, via disavowal of water quality certification by the Mississippi Department of Environmental Quality, is considered **denied without prejudice**. Individual requests for approval under this NWP will be considered on a case-by-case basis only after receipt by the appropriate Corps district of an individual water quality certification, waiver, or other approval by the Mississippi Department of Environmental Quality.

C. REGIONAL CONDITIONS FOR WATER QUALITY CERTIFICATION FOR MISSISSIPPI BAND OF CHOCTAW INDIANS TRIBAL LANDS

By letter dated March 2, 2017, the Environmental Protection Agency, Region 4, acting on behalf the Mississippi Band of Choctaw Indians, issued final decisions on water quality certification for NWP activities on Mississippi Band of Choctaw Indians Tribal Lands.

D. REGIONAL CONDITIONS FOR WATER QUALITY CERTIFICATION

By letters to the Corps, dated March 6, 2017, the Mississippi Department of Environmental Quality issued its final decisions on WQC for use of each of the NWP's in Mississippi.

E. REGIONAL CONDITIONS FOR COASTAL ZONE MANAGEMENT ACT CONSISTENCY

By letter to the Corps, dated April 6, 2017, the Mississippi Department of Marine Resources issued its final decisions regarding consistency of the NWP's with the provisions of Section 307 of the Coastal Zone Management Act (as amended) and the implementing Mississippi Coastal Program.

F. NWP's NOT APPLICABLE IN MISSISSIPPI

The Vicksburg District, as Lead Corps District for Mississippi, determined that NWP 8 (Oil and Gas Structures on the Outer Continental Shelf) and NWP 24 (Indian Tribe or State Administered Section 404 Programs) are not applicable for Department of the Army permit requirements in Mississippi.

Attachment
Joint Application and Notification Form – Minimum Additional Information Requirements for NWPs, as per General Condition 32 (PCN Requirements)

(1) The PCN must include a delineation of wetlands, other special aquatic sites (e.g. mudflats, vegetated shallows, sanctuaries, refuges), and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The applicant may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the U.S. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate.

(2) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands, the applicant must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the applicant may submit a conceptual or detailed mitigation plan.

(3) If any federally listed threatened or endangered species might be affected or is in the vicinity of the regulated activity, or if the regulated activity is located in designated critical habitat, for non-federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected or might utilize the designated critical habitat that may be affected by the proposed regulated activity. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act.

(4) For a regulated activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-federal applicants the PCN must state which historic property may be affected by the proposed regulated activity or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

2017 Nationwide Permits, General Conditions, District Engineer’s Decision, Further Information, and Definitions¹

A. Index of Nationwide Permits, General Conditions, District Engineer’s Decision, Further Information, and Definitions

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2. Structures in Artificial Canals
3. Maintenance
4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
5. Scientific Measurement Devices
6. Survey Activities
7. Outfall Structures and Associated Intake Structures
8. Oil and Gas Structures on the Outer Continental Shelf
9. Structures in Fleeting and Anchorage Areas
10. Mooring Buoys
11. Temporary Recreational Structures
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13. Bank Stabilization
14. Linear Transportation Projects
15. U.S. Coast Guard Approved Bridges
16. Return Water From Upland Contained Disposal Areas
17. Hydropower Projects
18. Minor Discharges
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20. Response Operations for Oil or Hazardous Substances
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¹ The 2017 Nationwide Permits, General Conditions, District Engineer’s Decision, Further Information, and Definitions were published in the *Federal Register* on January 6, 2017 (82 FR 1860).

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B. Nationwide Permits

1. Aids to Navigation. The placement of aids to navigation and regulatory markers that are approved by and installed in accordance with the requirements of the U.S. Coast Guard (see 33 CFR, chapter I, subchapter C, part 66). (Authority: Section 10 of the Rivers and Harbors Act of 1899 (Section 10))

2. Structures in Artificial Canals. Structures constructed in artificial canals within principally residential developments where the connection of the canal to a navigable water of the United States has been previously authorized (see 33 CFR 322.5(g)). (Authority: Section 10)

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities. Fish and wildlife harvesting devices and activities such as pound nets, crab traps, crab dredging, eel pots, lobster traps, duck blinds, and clam and oyster digging, fish aggregating devices, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This NWP does not authorize artificial reefs or impoundments and semi-impoundments of waters of the United States for the culture or

holding of motile species such as lobster, or the use of covered oyster trays or clam racks. (Authorities: Sections 10 and 404)

5. Scientific Measurement Devices. Devices, whose purpose is to measure and record scientific data, such as staff gages, tide and current gages, meteorological stations, water recording and biological observation devices, water quality testing and improvement devices, and similar structures. Small weirs and flumes constructed primarily to record water quantity and velocity are also authorized provided the discharge is limited to 25 cubic yards. Upon completion of the use of the device to measure and record scientific data, the measuring device and any other structures or fills associated with that device (e.g., foundations, anchors, buoys, lines, etc.) must be removed to the maximum extent practicable and the site restored to pre-construction elevations. (Authorities: Sections 10 and 404)

6. Survey Activities. Survey activities, such as core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching, soil surveys, sampling, sample plots or transects for wetland delineations, and historic resources surveys. For the purposes of this NWP, the term “exploratory trenching” means mechanical land clearing of the upper soil profile to expose bedrock or substrate, for the purpose of mapping or sampling the exposed material. The area in which the exploratory trench is dug must be restored to its pre-construction elevation upon completion of the work and must not drain a water of the United States. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. This NWP authorizes the construction of temporary pads, provided the discharge does not exceed 1/10-acre in waters of the U.S. Discharges and structures associated with the recovery of historic resources are not authorized by this NWP. Drilling and the discharge of excavated material from test wells for oil and gas exploration are not authorized by this NWP; the plugging of such wells is authorized. Fill placed for roads and other similar activities is not authorized by this NWP. The NWP does not authorize any permanent structures. The discharge of drilling mud and cuttings may require a permit under section 402 of the Clean Water Act. (Authorities: Sections 10 and 404)

7. Outfall Structures and Associated Intake Structures. Activities related to the construction or modification of outfall structures and associated intake structures, where the effluent from the outfall is authorized, conditionally authorized, or specifically exempted by, or otherwise in compliance with regulations issued under the National Pollutant Discharge Elimination System Program (section 402 of the Clean Water Act). The construction of intake structures is not authorized by this NWP, unless they are directly associated with an authorized outfall structure.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authorities: Sections 10 and 404)

8. Oil and Gas Structures on the Outer Continental Shelf. Structures for the exploration, production, and transportation of oil, gas, and minerals on the outer continental shelf within areas leased for such purposes by the Department of the Interior, Bureau of Ocean Energy Management. Such structures shall not be placed within the limits of any designated shipping safety fairway or traffic separation scheme, except temporary anchors that comply with the fairway regulations in 33 CFR 322.5(l). The district engineer will review such proposals to ensure compliance with the provisions of the fairway regulations in 33 CFR 322.5(l). Any Corps review under this NWP will be limited to the effects on navigation and national security in accordance with 33 CFR 322.5(f), as well as 33 CFR 322.5(l) and 33 CFR part 334. Such structures will not be placed in established danger zones or restricted areas as designated in 33 CFR part 334, nor will such structures be permitted in EPA or Corps-designated dredged material disposal areas.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authority: Section 10)

9. Structures in Fleeting and Anchorage Areas. Structures, buoys, floats, and other devices placed within anchorage or fleeting areas to facilitate moorage of vessels where such areas have been established for that purpose. (Authority: Section 10)

10. Mooring Buoys. Non-commercial, single-boat, mooring buoys. (Authority: Section 10)

11. Temporary Recreational Structures. Temporary buoys, markers, small floating docks, and similar structures placed for recreational use during specific events such as water skiing competitions and boat races or seasonal use, provided that such structures are removed within 30 days after use has been discontinued. At Corps of Engineers reservoirs, the reservoir managers must approve each buoy or marker individually. (Authority: Section 10)

12. Utility Line Activities. Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project.

Utility lines: This NWP authorizes discharges of dredged or fill material into waters of the United States and structures or work in navigable waters for crossings of those waters associated with the construction, maintenance, or repair of utility lines, including outfall and intake structures. There must be no change in pre-construction contours of waters of the United States. A “utility line” is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and internet, radio, and television communication. The term “utility line” does not include activities that drain a water of

the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area.

Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided the material is not placed in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

Utility line substations: This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a power line or utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2-acre of waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

Foundations for overhead utility line towers, poles, and anchors: This NWP authorizes the construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all waters of the United States, provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible.

Access roads: This NWP authorizes the construction of access roads for the construction and maintenance of utility lines, including overhead power lines and utility line substations, in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters for access roads. Access roads must be the minimum width necessary (see Note 2, below). Access roads must be constructed so that the length of the road minimizes any adverse effects on waters of the United States and must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Access roads constructed above pre-construction contours and elevations in waters of the United States must be properly bridged or culverted to maintain surface flows.

This NWP may authorize utility lines in or affecting navigable waters of the United States even if there is no associated discharge of dredged or fill material (See 33 CFR part 322). Overhead utility lines constructed over section 10 waters and utility lines that are routed in or under section 10 waters without a discharge of dredged or fill material require a section 10 permit.

This NWP authorizes, to the extent that Department of the Army authorization is required, temporary structures, fills, and work necessary for the remediation of inadvertent returns of drilling fluids to waters of the United States through sub-soil fissures or fractures that might occur during horizontal directional drilling activities conducted for the purpose of installing or replacing utility lines. These remediation activities must be done as soon as practicable, to restore the affected waterbody. District engineers may add special conditions to this NWP to require a remediation plan for addressing inadvertent returns of drilling fluids to waters of the United States during horizontal directional drilling activities conducted for the purpose of installing or replacing utility lines.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the utility line activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if any of the following criteria are met: (1) the activity involves mechanized land clearing in a forested wetland for the utility line right-of-way; (2) a section 10 permit is required; (3) the utility line in waters of the United States, excluding overhead lines, exceeds 500 feet; (4) the utility line is placed within a jurisdictional area (i.e., water of the United States), and it runs parallel to or along a stream bed that is within that jurisdictional area; (5) discharges that result in the loss of greater than 1/10-acre of waters of the United States; (6) permanent access roads are constructed above grade in waters of the United States for a distance of more than 500 feet; or (7) permanent access roads are constructed in waters of the United States with impervious materials. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: Where the utility line is constructed or installed in navigable waters of the United States (i.e., section 10 waters) within the coastal United States, the Great Lakes, and United States territories, a copy of the NWP verification will be sent by the Corps to the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), for charting the utility line to protect navigation.

Note 2: For utility line activities crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Utility line activities must comply with 33 CFR 330.6(d).

Note 3: Utility lines consisting of aerial electric power transmission lines crossing navigable waters of the United States (which are defined at 33 CFR part 329) must comply with the applicable minimum clearances specified in 33 CFR 322.5(i).

Note 4: Access roads used for both construction and maintenance may be authorized, provided they meet the terms and conditions of this NWP. Access roads used solely for construction of the utility line must be removed upon completion of the work, in accordance with the requirements for temporary fills.

Note 5: Pipes or pipelines used to transport gaseous, liquid, liquescent, or slurry substances over navigable waters of the United States are considered to be bridges, not utility lines, and may require a permit from the U.S. Coast Guard pursuant to section 9 of the Rivers and Harbors Act of 1899. However, any discharges of dredged or fill material into waters of the United States associated with such pipelines will require a section 404 permit (see NWP 15).

Note 6: This NWP authorizes utility line maintenance and repair activities that do not qualify for the Clean Water Act section 404(f) exemption for maintenance of currently serviceable fills or fill structures.

Note 7: For overhead utility lines authorized by this NWP, a copy of the PCN and NWP verification will be provided to the Department of Defense Siting Clearinghouse, which will evaluate potential effects on military activities.

Note 8: For NWP 12 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

13. Bank Stabilization. Bank stabilization activities necessary for erosion control or prevention, such as vegetative stabilization, bioengineering, sills, rip rap, revetment, gabion baskets, stream barbs, and bulkheads, or combinations of bank stabilization techniques, provided the activity meets all of the following criteria:

(a) No material is placed in excess of the minimum needed for erosion protection;

(b) The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects (an exception is for bulkheads – the district engineer cannot issue a waiver for a bulkhead that is greater than 1,000 feet in length along the bank);

(c) The activity will not exceed an average of one cubic yard per running foot, as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;

(d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;

(e) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;

(f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored native trees and treetops may be used in low energy areas);

(g) Native plants appropriate for current site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization;

(h) The activity is not a stream channelization activity; and

(i) The activity must be properly maintained, which may require repairing it after severe storms or erosion events. This NWP authorizes those maintenance and repair activities if they require authorization.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the bank stabilization activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) involves discharges into special aquatic sites; or (2) is in excess of 500 feet in length; or (3) will involve the discharge of greater than an average of one cubic yard per running foot as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line. (See general condition 32.) (Authorities: Sections 10 and 404)

14. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to

ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

15. U.S. Coast Guard Approved Bridges. Discharges of dredged or fill material incidental to the construction of a bridge across navigable waters of the United States, including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills, provided the construction of the bridge structure has been authorized by the U.S. Coast Guard under section 9 of the Rivers and Harbors Act of 1899 or other applicable laws. Causeways and approach fills are not included in this NWP and will require a separate section 404 permit. (Authority: Section 404 of the Clean Water Act (Section 404))

16. Return Water From Upland Contained Disposal Areas. Return water from an upland contained dredged material disposal area. The return water from a contained disposal area is administratively defined as a discharge of dredged material by 33 CFR 323.2(d), even though the disposal itself occurs in an area that has no waters of the United States and does not require a section 404 permit. This NWP satisfies the technical requirement for a section 404 permit for the return water where the quality of the return water is controlled by the state through the section 401 certification procedures. The dredging activity may require a section 404 permit (33 CFR 323.2(d)), and will require a section 10 permit if located in navigable waters of the United States. (Authority: Section 404)

17. Hydropower Projects. Discharges of dredged or fill material associated with hydropower projects having: (a) Less than 5000 kW of total generating capacity at existing reservoirs, where the project, including the fill, is licensed by the Federal Energy Regulatory Commission (FERC) under the Federal Power Act of 1920, as amended; or (b) a licensing exemption granted by the FERC pursuant to section 408 of the Energy Security Act of 1980 (16 U.S.C. 2705 and 2708) and section 30 of the Federal Power Act, as amended.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authority: Section 404)

18. Minor Discharges. Minor discharges of dredged or fill material into all waters of the United States, provided the activity meets all of the following criteria:

(a) The quantity of discharged material and the volume of area excavated do not exceed 25 cubic yards below the plane of the ordinary high water mark or the high tide line;

(b) The discharge will not cause the loss of more than 1/10-acre of waters of the United States; and

(c) The discharge is not placed for the purpose of a stream diversion.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the discharge or the volume of area excavated exceeds 10 cubic yards below the plane of the ordinary high water mark or the high tide line, or (2) the discharge is in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

19. Minor Dredging. Dredging of no more than 25 cubic yards below the plane of the ordinary high water mark or the mean high water mark from navigable waters of the United States (i.e., section 10 waters). This NWP does not authorize the dredging or degradation through siltation of coral reefs, sites that support submerged aquatic vegetation (including sites where submerged aquatic vegetation is documented to exist but may not be present in a given year), anadromous fish spawning areas, or wetlands, or the connection of canals or other artificial waterways to navigable waters of the United States (see 33 CFR 322.5(g)). All dredged material must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. (Authorities: Sections 10 and 404)

20. Response Operations for Oil or Hazardous Substances. Activities conducted in response to a discharge or release of oil or hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR part 300) including containment, cleanup, and mitigation efforts, provided that the activities are done under either: (1) the Spill Control and Countermeasure Plan required by 40 CFR 112.3; (2) the direction or oversight of the federal on-scene coordinator designated by 40 CFR part 300; or (3) any approved existing state, regional or local contingency plan provided that the Regional Response Team (if one exists in the area) concurs with the proposed response efforts. This NWP also authorizes activities required for the cleanup of oil releases in waters of the United States from electrical equipment that are governed by EPA's polychlorinated biphenyl spill response regulations at 40 CFR part 761. This NWP also authorizes the use of temporary structures and fills in waters of the U.S. for spill response training exercises. (Authorities: Sections 10 and 404)

21. Surface Coal Mining Activities. Discharges of dredged or fill material into waters of the United States associated with surface coal mining and reclamation operations, provided the following criteria are met:

(a) The activities are already authorized, or are currently being processed by states with approved programs under Title V of the Surface Mining Control and Reclamation Act of 1977 or as part of an integrated permit processing procedure by the Department of the Interior, Office of Surface Mining Reclamation and Enforcement;

(b) The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal individual and cumulative adverse environmental effects. The loss of stream bed plus any other losses of jurisdictional

wetlands and waters caused by the NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges into tidal waters or non-tidal wetlands adjacent to tidal waters; and

(c) The discharge is not associated with the construction of valley fills. A “valley fill” is a fill structure that is typically constructed within valleys associated with steep, mountainous terrain, associated with surface coal mining activities.

Notification: The permittee must submit a pre-construction notification to the district engineer and receive written authorization prior to commencing the activity. (See general condition 32.) (Authorities: Sections 10 and 404)

22. Removal of Vessels. Temporary structures or minor discharges of dredged or fill material required for the removal of wrecked, abandoned, or disabled vessels, or the removal of man-made obstructions to navigation. This NWP does not authorize maintenance dredging, shoal removal, or riverbank snagging.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the vessel is listed or eligible for listing in the National Register of Historic Places; or (2) the activity is conducted in a special aquatic site, including coral reefs and wetlands. (See general condition 32.) If condition 1 above is triggered, the permittee cannot commence the activity until informed by the district engineer that compliance with the “Historic Properties” general condition is completed. (Authorities: Sections 10 and 404)

Note 1: If a removed vessel is disposed of in waters of the United States, a permit from the U.S. EPA may be required (see 40 CFR 229.3). If a Department of the Army permit is required for vessel disposal in waters of the United States, separate authorization will be required.

Note 2: Compliance with general condition 18, Endangered Species, and general condition 20, Historic Properties, is required for all NWPs. The concern with historic properties is emphasized in the notification requirements for this NWP because of the possibility that shipwrecks may be historic properties.

23. Approved Categorical Exclusions. Activities undertaken, assisted, authorized, regulated, funded, or financed, in whole or in part, by another Federal agency or department where:

(a) That agency or department has determined, pursuant to the Council on Environmental Quality's implementing regulations for the National Environmental Policy Act (40 CFR part 1500 et seq.), that the activity is categorically excluded from the requirement to prepare an environmental impact statement or environmental assessment analysis, because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment; and

(b) The Office of the Chief of Engineers (Attn: CECW-CO) has concurred with that agency's or department's determination that the activity is categorically excluded and approved the activity for authorization under NWP 23.

The Office of the Chief of Engineers may require additional conditions, including pre-construction notification, for authorization of an agency's categorical exclusions under this NWP.

Notification: Certain categorical exclusions approved for authorization under this NWP require the permittee to submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The activities that require pre-construction notification are listed in the appropriate Regulatory Guidance Letters. (Authorities: Sections 10 and 404)

Note: The agency or department may submit an application for an activity believed to be categorically excluded to the Office of the Chief of Engineers (Attn: CECW-CO). Prior to approval for authorization under this NWP of any agency's activity, the Office of the Chief of Engineers will solicit public comment. As of the date of issuance of this NWP, agencies with approved categorical exclusions are: the Bureau of Reclamation, Federal Highway Administration, and U.S. Coast Guard. Activities approved for authorization under this NWP as of the date of this notice are found in Corps Regulatory Guidance Letter 05-07, which is available at: <http://www.usace.army.mil/Portals/2/docs/civilworks/RGLS/rgl05-07.pdf> . Any future approved categorical exclusions will be announced in Regulatory Guidance Letters and posted on this same web site.

24. Indian Tribe or State Administered Section 404 Programs. Any activity permitted by a state or Indian Tribe administering its own section 404 permit program pursuant to 33 U.S.C. 1344(g)-(1) is permitted pursuant to section 10 of the Rivers and Harbors Act of 1899. (Authority: Section 10)

Note 1: As of the date of the promulgation of this NWP, only New Jersey and Michigan administer their own section 404 permit programs.

Note 2: Those activities that do not involve an Indian Tribe or State section 404 permit are not included in this NWP, but certain structures will be exempted by Section 154 of Pub. L. 94-587, 90 Stat. 2917 (33 U.S.C. 591) (see 33 CFR 322.4(b)).

25. Structural Discharges. Discharges of material such as concrete, sand, rock, etc., into tightly sealed forms or cells where the material will be used as a structural member for standard pile supported structures, such as bridges, transmission line footings, and walkways, or for general navigation, such as mooring cells, including the excavation of bottom material from within the form prior to the discharge of concrete, sand, rock, etc. This NWP does not authorize filled structural members that would support buildings, building pads, homes, house pads, parking areas, storage areas and

other such structures. The structure itself may require a separate section 10 permit if located in navigable waters of the United States. (Authority: Section 404)

26. [Reserved]

27. Aquatic Habitat Restoration, Enhancement, and Establishment Activities. Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas, the restoration and enhancement of non-tidal streams and other non-tidal open waters, and the rehabilitation or enhancement of tidal streams, tidal wetlands, and tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To be authorized by this NWP, the aquatic habitat restoration, enhancement, or establishment activity must be planned, designed, and implemented so that it results in aquatic habitat that resembles an ecological reference. An ecological reference may be based on the characteristics of an intact aquatic habitat or riparian area of the same type that exists in the region. An ecological reference may be based on a conceptual model developed from regional ecological knowledge of the target aquatic habitat type or riparian area.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms, as well as discharges of dredged or fill material to restore appropriate stream channel configurations after small water control structures, dikes, and berms, are removed; the installation of current deflectors; the enhancement, rehabilitation, or re-establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to enhance, rehabilitate, or re-establish stream meanders; the removal of stream barriers, such as undersized culverts, fords, and grade control structures; the backfilling of artificial channels; the removal of existing drainage structures, such as drain tiles, and the filling, blocking, or reshaping of drainage ditches to restore wetland hydrology; the installation of structures or fills necessary to restore or enhance wetland or stream hydrology; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; re-establishment of submerged aquatic vegetation in areas where those plant communities previously existed; re-establishment of tidal wetlands in tidal waters where those wetlands previously existed; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., the conversion of a stream to wetland or vice versa) or uplands. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services.

Reversion. For enhancement, restoration, and establishment activities conducted: (1) In accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement, or a wetland establishment agreement, between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), U.S. Forest Service (USFS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining Reclamation and Enforcement (OSMRE) or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity results in a net increase in aquatic resource

functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

Reporting. For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) The binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream enhancement or restoration action or wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSMRE or the applicable state agency. The report must also include information on baseline ecological conditions on the project site, such as a delineation of wetlands, streams, and/or other aquatic habitats. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing any activity (see general condition 32), except for the following activities:

(1) Activities conducted on non-Federal public lands and private lands, in accordance with the terms and conditions of a binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS or their designated state cooperating agencies;

(2) Voluntary stream or wetland restoration or enhancement action, or wetland establishment action, documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or

(3) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSMRE or the applicable state agency.

However, the permittee must submit a copy of the appropriate documentation to the district engineer to fulfill the reporting requirement. (Authorities: Sections 10 and 404)

Note: This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee projects. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

28. Modifications of Existing Marinas. Reconfiguration of existing docking facilities within an authorized marina area. No dredging, additional slips, dock spaces, or

expansion of any kind within waters of the United States is authorized by this NWP.
(Authority: Section 10)

29. Residential Developments. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of a single residence, a multiple unit residential development, or a residential subdivision. This NWP authorizes the construction of building foundations and building pads and attendant features that are necessary for the use of the residence or residential development. Attendant features may include but are not limited to roads, parking lots, garages, yards, utility lines, storm water management facilities, septic fields, and recreation facilities such as playgrounds, playing fields, and golf courses (provided the golf course is an integral part of the residential development).

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre.

Subdivisions: For residential subdivisions, the aggregate total loss of waters of United States authorized by this NWP cannot exceed 1/2-acre. This includes any loss of waters of the United States associated with development of individual subdivision lots.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.)
(Authorities: Sections 10 and 404)

30. Moist Soil Management for Wildlife. Discharges of dredged or fill material into non-tidal waters of the United States and maintenance activities that are associated with moist soil management for wildlife for the purpose of continuing ongoing, site-specific, wildlife management activities where soil manipulation is used to manage habitat and feeding areas for wildlife. Such activities include, but are not limited to, plowing or discing to impede succession, preparing seed beds, or establishing fire breaks. Sufficient riparian areas must be maintained adjacent to all open water bodies, including streams, to preclude water quality degradation due to erosion and sedimentation. This NWP does not authorize the construction of new dikes, roads, water control structures, or similar features associated with the management areas. The activity must not result in a net loss of aquatic resource functions and services. This NWP does not authorize the conversion of wetlands to uplands, impoundments, or other open water bodies.
(Authority: Section 404)

Note: The repair, maintenance, or replacement of existing water control structures or the repair or maintenance of dikes may be authorized by NWP 3. Some such activities

may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

31. Maintenance of Existing Flood Control Facilities. Discharges of dredged or fill material resulting from activities associated with the maintenance of existing flood control facilities, including debris basins, retention/detention basins, levees, and channels that: (i) were previously authorized by the Corps by individual permit, general permit, or 33 CFR 330.3, or did not require a permit at the time they were constructed, or (ii) were constructed by the Corps and transferred to a non-Federal sponsor for operation and maintenance. Activities authorized by this NWP are limited to those resulting from maintenance activities that are conducted within the “maintenance baseline,” as described in the definition below. Discharges of dredged or fill materials associated with maintenance activities in flood control facilities in any watercourse that have previously been determined to be within the maintenance baseline are authorized under this NWP. To the extent that a Corps permit is required, this NWP authorizes the removal of vegetation from levees associated with the flood control project. This NWP does not authorize the removal of sediment and associated vegetation from natural water courses except when these activities have been included in the maintenance baseline. All dredged and excavated material must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. Proper sediment controls must be used.

Maintenance Baseline: The maintenance baseline is a description of the physical characteristics (e.g., depth, width, length, location, configuration, or design flood capacity, etc.) of a flood control project within which maintenance activities are normally authorized by NWP 31, subject to any case-specific conditions required by the district engineer. The district engineer will approve the maintenance baseline based on the approved or constructed capacity of the flood control facility, whichever is smaller, including any areas where there are no constructed channels but which are part of the facility. The prospective permittee will provide documentation of the physical characteristics of the flood control facility (which will normally consist of as-built or approved drawings) and documentation of the approved and constructed design capacities of the flood control facility. If no evidence of the constructed capacity exists, the approved capacity will be used. The documentation will also include best management practices to ensure that the adverse environmental impacts caused by the maintenance activities are no more than minimal, especially in maintenance areas where there are no constructed channels. (The Corps may request maintenance records in areas where there has not been recent maintenance.) Revocation or modification of the final determination of the maintenance baseline can only be done in accordance with 33 CFR 330.5. Except in emergencies as described below, this NWP cannot be used until the district engineer approves the maintenance baseline and determines the need for mitigation and any regional or activity-specific conditions. Once determined, the maintenance baseline will remain valid for any subsequent reissuance of this NWP. This NWP does not authorize maintenance of a flood control facility that has been abandoned. A flood control facility will be considered abandoned if it has operated at a significantly reduced capacity without needed maintenance being accomplished in a timely manner. A flood control

facility will not be considered abandoned if the prospective permittee is in the process of obtaining other authorizations or approvals required for maintenance activities and is experiencing delays in obtaining those authorizations or approvals.

Mitigation: The district engineer will determine any required mitigation one-time only for impacts associated with maintenance work at the same time that the maintenance baseline is approved. Such one-time mitigation will be required when necessary to ensure that adverse environmental effects are no more than minimal, both individually and cumulatively. Such mitigation will only be required once for any specific reach of a flood control project. However, if one-time mitigation is required for impacts associated with maintenance activities, the district engineer will not delay needed maintenance, provided the district engineer and the permittee establish a schedule for identification, approval, development, construction and completion of any such required mitigation. Once the one-time mitigation described above has been completed, or a determination made that mitigation is not required, no further mitigation will be required for maintenance activities within the maintenance baseline (see Note, below). In determining appropriate mitigation, the district engineer will give special consideration to natural water courses that have been included in the maintenance baseline and require mitigation and/or best management practices as appropriate.

Emergency Situations: In emergency situations, this NWP may be used to authorize maintenance activities in flood control facilities for which no maintenance baseline has been approved. Emergency situations are those which would result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if action is not taken before a maintenance baseline can be approved. In such situations, the determination of mitigation requirements, if any, may be deferred until the emergency has been resolved. Once the emergency has ended, a maintenance baseline must be established expeditiously, and mitigation, including mitigation for maintenance conducted during the emergency, must be required as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer before any maintenance work is conducted (see general condition 32). The pre-construction notification may be for activity-specific maintenance or for maintenance of the entire flood control facility by submitting a five-year (or less) maintenance plan. The pre-construction notification must include a description of the maintenance baseline and the disposal site for dredged or excavated material. (Authorities: Sections 10 and 404)

Note: If the maintenance baseline was approved by the district engineer under a prior version of NWP 31, and the district engineer imposed the one-time compensatory mitigation requirement on maintenance for a specific reach of a flood control project authorized by that prior version of NWP 31, during the period this version of NWP 31 is in effect (March 19, 2017, to March 18, 2022) the district engineer will not require additional compensatory mitigation for maintenance activities authorized by this NWP in that specific reach of the flood control project.

32. Completed Enforcement Actions. Any structure, work, or discharge of dredged or fill material remaining in place or undertaken for mitigation, restoration, or environmental benefit in compliance with either:

(i) The terms of a final written Corps non-judicial settlement agreement resolving a violation of Section 404 of the Clean Water Act and/or section 10 of the Rivers and Harbors Act of 1899; or the terms of an EPA 309(a) order on consent resolving a violation of section 404 of the Clean Water Act, provided that:

(a) The activities authorized by this NWP cannot adversely affect more than 5 acres of non-tidal waters or 1 acre of tidal waters;

(b) The settlement agreement provides for environmental benefits, to an equal or greater degree, than the environmental detriments caused by the unauthorized activity that is authorized by this NWP; and

(c) The district engineer issues a verification letter authorizing the activity subject to the terms and conditions of this NWP and the settlement agreement, including a specified completion date; or

(ii) The terms of a final Federal court decision, consent decree, or settlement agreement resulting from an enforcement action brought by the United States under section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899; or

(iii) The terms of a final court decision, consent decree, settlement agreement, or non-judicial settlement agreement resulting from a natural resource damage claim brought by a trustee or trustees for natural resources (as defined by the National Contingency Plan at 40 CFR subpart G) under Section 311 of the Clean Water Act, Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act, Section 312 of the National Marine Sanctuaries Act, section 1002 of the Oil Pollution Act of 1990, or the Park System Resource Protection Act at 16 U.S.C. 19jj, to the extent that a Corps permit is required.

Compliance is a condition of the NWP itself; non-compliance of the terms and conditions of an NWP 32 authorization may result in an additional enforcement action (e.g., a Class I civil administrative penalty). Any authorization under this NWP is automatically revoked if the permittee does not comply with the terms of this NWP or the terms of the court decision, consent decree, or judicial/non-judicial settlement agreement. This NWP does not apply to any activities occurring after the date of the decision, decree, or agreement that are not for the purpose of mitigation, restoration, or environmental benefit. Before reaching any settlement agreement, the Corps will ensure compliance with the provisions of 33 CFR part 326 and 33 CFR 330.6(d)(2) and (e). (Authorities: Sections 10 and 404)

33. Temporary Construction, Access, and Dewatering. Temporary structures, work, and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary activity is authorized by the Corps of Engineers or the U.S. Coast Guard. This NWP also authorizes temporary structures, work, and discharges, including cofferdams, necessary for construction activities not otherwise subject to the Corps or U.S. Coast Guard permit requirements. Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. The use of dredged material may be allowed if the district engineer determines that it will not cause more than minimal adverse environmental effects. Following completion of construction, temporary fill must be entirely removed to an area that has no waters of the United States, dredged material must be returned to its original location, and the affected areas must be restored to pre-construction elevations. The affected areas must also be revegetated, as appropriate. This permit does not authorize the use of cofferdams to dewater wetlands or other aquatic areas to change their use. Structures left in place after construction is completed require a separate section 10 permit if located in navigable waters of the United States. (See 33 CFR part 322.)

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the activity is conducted in navigable waters of the United States (i.e., section 10 waters) (see general condition 32). The pre-construction notification must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. (Authorities: Sections 10 and 404)

34. Cranberry Production Activities. Discharges of dredged or fill material for dikes, berms, pumps, water control structures or leveling of cranberry beds associated with expansion, enhancement, or modification activities at existing cranberry production operations. The cumulative total acreage of disturbance per cranberry production operation, including but not limited to, filling, flooding, ditching, or clearing, must not exceed 10 acres of waters of the United States, including wetlands. The activity must not result in a net loss of wetland acreage. This NWP does not authorize any discharge of dredged or fill material related to other cranberry production activities such as warehouses, processing facilities, or parking areas. For the purposes of this NWP, the cumulative total of 10 acres will be measured over the period that this NWP is valid.

Notification: The permittee must submit a pre-construction notification to the district engineer once during the period that this NWP is valid, and the NWP will then authorize discharges of dredge or fill material at an existing operation for the permit term, provided the 10-acre limit is not exceeded. (See general condition 32.) (Authority: Section 404)

35. Maintenance Dredging of Existing Basins. The removal of accumulated sediment for maintenance of existing marina basins, access channels to marinas or boat slips, and boat slips to previously authorized depths or controlling depths for ingress/egress, whichever is less. All dredged material must be deposited and retained in

an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. Proper sediment controls must be used for the disposal site. (Authority: Section 10)

36. Boat Ramps. Activities required for the construction of boat ramps, provided the activity meets all of the following criteria:

(a) The discharge into waters of the United States does not exceed 50 cubic yards of concrete, rock, crushed stone or gravel into forms, or in the form of pre-cast concrete planks or slabs, unless the district engineer waives the 50 cubic yard limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;

(b) The boat ramp does not exceed 20 feet in width, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;

(c) The base material is crushed stone, gravel or other suitable material;

(d) The excavation is limited to the area necessary for site preparation and all excavated material is removed to an area that has no waters of the United States; and,

(e) No material is placed in special aquatic sites, including wetlands.

The use of unsuitable material that is structurally unstable is not authorized. If dredging in navigable waters of the United States is necessary to provide access to the boat ramp, the dredging must be authorized by another NWP, a regional general permit, or an individual permit.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The discharge into waters of the United States exceeds 50 cubic yards, or (2) the boat ramp exceeds 20 feet in width. (See general condition 32.) (Authorities: Sections 10 and 404)

37. Emergency Watershed Protection and Rehabilitation. Work done by or funded by:

(a) The Natural Resources Conservation Service for a situation requiring immediate action under its emergency Watershed Protection Program (7 CFR part 624);

(b) The U.S. Forest Service under its Burned-Area Emergency Rehabilitation Handbook (FSH 2509.13);

(c) The Department of the Interior for wildland fire management burned area emergency stabilization and rehabilitation (DOI Manual part 620, Ch. 3);

(d) The Office of Surface Mining, or states with approved programs, for abandoned mine land reclamation activities under Title IV of the Surface Mining Control and Reclamation Act (30 CFR subchapter R), where the activity does not involve coal extraction; or

(e) The Farm Service Agency under its Emergency Conservation Program (7 CFR part 701).

In general, the prospective permittee should wait until the district engineer issues an NWP verification or 45 calendar days have passed before proceeding with the watershed protection and rehabilitation activity. However, in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur, the emergency watershed protection and rehabilitation activity may proceed immediately and the district engineer will consider the information in the pre-construction notification and any comments received as a result of agency coordination to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

Notification: Except in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). (Authorities: Sections 10 and 404)

38. Cleanup of Hazardous and Toxic Waste. Specific activities required to effect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Court ordered remedial action plans or related settlements are also authorized by this NWP. This NWP does not authorize the establishment of new disposal sites or the expansion of existing sites used for the disposal of hazardous or toxic waste.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authorities: Sections 10 and 404)

Note: Activities undertaken entirely on a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site by authority of CERCLA as approved or required by EPA, are not required to obtain permits under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act.

39. Commercial and Institutional Developments. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of commercial and institutional building foundations and building pads and attendant features that are necessary for the use and maintenance of the structures. Attendant features may include, but are not limited to, roads, parking lots, garages, yards, utility lines, storm water management facilities, wastewater treatment facilities, and recreation facilities such as playgrounds and playing fields. Examples of commercial developments

include retail stores, industrial facilities, restaurants, business parks, and shopping centers. Examples of institutional developments include schools, fire stations, government office buildings, judicial buildings, public works buildings, libraries, hospitals, and places of worship. The construction of new golf courses and new ski areas is not authorized by this NWP.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.)
(Authorities: Sections 10 and 404)

Note: For any activity that involves the construction of a wind energy generating structure, solar tower, or overhead transmission line, a copy of the PCN and NWP verification will be provided to the Department of Defense Siting Clearinghouse, which will evaluate potential effects on military activities.

40. Agricultural Activities. Discharges of dredged or fill material into non-tidal waters of the United States for agricultural activities, including the construction of building pads for farm buildings. Authorized activities include the installation, placement, or construction of drainage tiles, ditches, or levees; mechanized land clearing; land leveling; the relocation of existing serviceable drainage ditches constructed in waters of the United States; and similar activities.

This NWP also authorizes the construction of farm ponds in non-tidal waters of the United States, excluding perennial streams, provided the farm pond is used solely for agricultural purposes. This NWP does not authorize the construction of aquaculture ponds.

This NWP also authorizes discharges of dredged or fill material into non-tidal waters of the United States to relocate existing serviceable drainage ditches constructed in non-tidal streams.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the

NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authority: Section 404)

Note: Some discharges for agricultural activities may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4). This NWP authorizes the construction of farm ponds that do not qualify for the Clean Water Act section 404(f)(1)(C) exemption because of the recapture provision at section 404(f)(2).

41. Reshaping Existing Drainage Ditches. Discharges of dredged or fill material into non-tidal waters of the United States, excluding non-tidal wetlands adjacent to tidal waters, to modify the cross-sectional configuration of currently serviceable drainage ditches constructed in waters of the United States, for the purpose of improving water quality by regrading the drainage ditch with gentler slopes, which can reduce erosion, increase growth of vegetation, and increase uptake of nutrients and other substances by vegetation. The reshaping of the ditch cannot increase drainage capacity beyond the original as-built capacity nor can it expand the area drained by the ditch as originally constructed (i.e., the capacity of the ditch must be the same as originally constructed and it cannot drain additional wetlands or other waters of the United States). Compensatory mitigation is not required because the work is designed to improve water quality.

This NWP does not authorize the relocation of drainage ditches constructed in waters of the United States; the location of the centerline of the reshaped drainage ditch must be approximately the same as the location of the centerline of the original drainage ditch. This NWP does not authorize stream channelization or stream relocation projects. (Authority: Section 404)

42. Recreational Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of recreational facilities. Examples of recreational facilities that may be authorized by this NWP include playing fields (e.g., football fields, baseball fields), basketball courts, tennis courts, hiking trails, bike paths, golf courses, ski areas, horse paths, nature centers, and campgrounds (excluding recreational vehicle parks). This NWP also authorizes the construction or expansion of small support facilities, such as maintenance and storage buildings and stables that are directly related to the recreational activity, but it does not authorize the construction of hotels, restaurants, racetracks, stadiums, arenas, or similar facilities.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the

NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authority: Section 404)

43. Stormwater Management Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction of stormwater management facilities, including stormwater detention basins and retention basins and other stormwater management facilities; the construction of water control structures, outfall structures and emergency spillways; the construction of low impact development integrated management features such as bioretention facilities (e.g., rain gardens), vegetated filter strips, grassed swales, and infiltration trenches; and the construction of pollutant reduction green infrastructure features designed to reduce inputs of sediments, nutrients, and other pollutants into waters to meet reduction targets established under Total Daily Maximum Loads set under the Clean Water Act.

This NWP authorizes, to the extent that a section 404 permit is required, discharges of dredged or fill material into non-tidal waters of the United States for the maintenance of stormwater management facilities, low impact development integrated management features, and pollutant reduction green infrastructure features. The maintenance of stormwater management facilities, low impact development integrated management features, and pollutant reduction green infrastructure features that are not waters of the United States does not require a section 404 permit.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges of dredged or fill material for the construction of new stormwater management facilities in perennial streams.

Notification: For discharges into non-tidal waters of the United States for the construction of new stormwater management facilities or pollutant reduction green infrastructure features, or the expansion of existing stormwater management facilities or pollutant reduction green infrastructure features, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) Maintenance activities do not require pre-construction notification if they are limited to restoring the original design capacities of the stormwater management facility or pollutant reduction green infrastructure feature. (Authority: Section 404)

44. Mining Activities. Discharges of dredged or fill material into non-tidal waters of the United States for mining activities, except for coal mining activities, provided the activity meets all of the following criteria:

(a) For mining activities involving discharges of dredged or fill material into non-tidal wetlands, the discharge must not cause the loss of greater than 1/2-acre of non-tidal wetlands;

(b) For mining activities involving discharges of dredged or fill material in non-tidal open waters (e.g., rivers, streams, lakes, and ponds) the mined area, including permanent and temporary impacts due to discharges of dredged or fill material into jurisdictional waters, must not exceed 1/2-acre; and

(c) The acreage loss under paragraph (a) plus the acreage impact under paragraph (b) does not exceed 1/2-acre.

The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects.

The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre.

This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction-notification to the district engineer prior to commencing the activity. (See general condition 32.) If reclamation is required by other statutes, then a copy of the final reclamation plan must be submitted with the pre-construction notification. (Authorities: Sections 10 and 404)

45. Repair of Uplands Damaged by Discrete Events. This NWP authorizes discharges of dredged or fill material, including dredging or excavation, into all waters of the United States for activities associated with the restoration of upland areas damaged by storms, floods, or other discrete events. This NWP authorizes bank stabilization to protect the restored uplands. The restoration of the damaged areas, including any bank stabilization, must not exceed the contours, or ordinary high water mark, that existed before the damage occurred. The district engineer retains the right to determine the extent of the pre-existing conditions and the extent of any restoration work authorized by this NWP. The work must commence, or be under contract to commence, within two years of the date of damage, unless this condition is waived in writing by the district engineer. This NWP cannot be used to reclaim lands lost to normal erosion processes over an extended period.

This NWP does not authorize beach restoration or nourishment.

Minor dredging is limited to the amount necessary to restore the damaged upland area and should not significantly alter the pre-existing bottom contours of the waterbody.

Notification: The permittee must submit a pre-construction notification to the district engineer (see general condition 32) within 12 months of the date of the damage; for major storms, floods, or other discrete events, the district engineer may waive the 12-month limit for submitting a pre-construction notification if the permittee can demonstrate funding, contract, or other similar delays. The pre-construction notification must include documentation, such as a recent topographic survey or photographs, to justify the extent of the proposed restoration. (Authorities: Sections 10 and 404)

Note: The uplands themselves that are lost as a result of a storm, flood, or other discrete event can be replaced without a section 404 permit, if the uplands are restored to the ordinary high water mark (in non-tidal waters) or high tide line (in tidal waters). (See also 33 CFR 328.5.) This NWP authorizes discharges of dredged or fill material into waters of the United States associated with the restoration of uplands.

46. Discharges in Ditches. Discharges of dredged or fill material into non-tidal ditches that are: (1) constructed in uplands, (2) receive water from an area determined to be a water of the United States prior to the construction of the ditch, (3) divert water to an area determined to be a water of the United States prior to the construction of the ditch, and (4) determined to be waters of the United States. The discharge must not cause the loss of greater than one acre of waters of the United States.

This NWP does not authorize discharges of dredged or fill material into ditches constructed in streams or other waters of the United States, or in streams that have been relocated in uplands. This NWP does not authorize discharges of dredged or fill material that increase the capacity of the ditch and drain those areas determined to be waters of the United States prior to construction of the ditch.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authority: Section 404)

47. [Reserved]

48. Commercial Shellfish Aquaculture Activities. Discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States necessary for new and continuing commercial shellfish aquaculture operations in authorized project areas. For the purposes of this NWP, the project area is the area in which the operator is authorized to conduct commercial shellfish aquaculture activities, as identified through a lease or permit issued by an appropriate state or local government agency, a treaty, or any easement, lease, deed, contract, or other legally binding agreement that establishes an enforceable property interest for the operator. A

“new commercial shellfish aquaculture operation” is an operation in a project area where commercial shellfish aquaculture activities have not been conducted during the past 100 years.

This NWP authorizes the installation of buoys, floats, racks, trays, nets, lines, tubes, containers, and other structures into navigable waters of the United States. This NWP also authorizes discharges of dredged or fill material into waters of the United States necessary for shellfish seeding, rearing, cultivating, transplanting, and harvesting activities. Rafts and other floating structures must be securely anchored and clearly marked.

This NWP does not authorize:

(a) The cultivation of a nonindigenous species unless that species has been previously cultivated in the waterbody;

(b) The cultivation of an aquatic nuisance species as defined in the Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990;

(c) Attendant features such as docks, piers, boat ramps, stockpiles, or staging areas, or the deposition of shell material back into waters of the United States as waste; or

(d) Activities that directly affect more than 1/2-acre of submerged aquatic vegetation beds in project areas that have not been used for commercial shellfish aquaculture activities during the past 100 years.

Notification: The permittee must submit a pre-construction notification to the district engineer if: (1) the activity will include a species that has never been cultivated in the waterbody; or (2) the activity occurs in a project area that has not been used for commercial shellfish aquaculture activities during the past 100 years. If the operator will be conducting commercial shellfish aquaculture activities in multiple contiguous project areas, he or she can either submit one PCN for those contiguous project areas or submit a separate PCN for each project area. (See general condition 32.)

In addition to the information required by paragraph (b) of general condition 32, the pre-construction notification must also include the following information: (1) a map showing the boundaries of the project area(s), with latitude and longitude coordinates for each corner of each project area; (2) the name(s) of the species that will be cultivated during the period this NWP is in effect; (3) whether canopy predator nets will be used; (4) whether suspended cultivation techniques will be used; and (5) general water depths in the project area(s) (a detailed survey is not required). No more than one pre-construction notification per project area or group of contiguous project areas should be submitted for the commercial shellfish operation during the effective period of this NWP. The pre-construction notification should describe all species and culture activities the operator expects to undertake in the project area or group of contiguous project areas during the effective period of this NWP. If an operator intends to undertake

unanticipated changes to the commercial shellfish aquaculture operation during the effective period of this NWP, and those changes require Department of the Army authorization, the operator must contact the district engineer to request a modification of the NWP verification; a new pre-construction notification does not need to be submitted. (Authorities: Sections 10 and 404)

Note 1: The permittee should notify the applicable U.S. Coast Guard office regarding the project.

Note 2: To prevent introduction of aquatic nuisance species, no material that has been taken from a different waterbody may be reused in the current project area, unless it has been treated in accordance with the applicable regional aquatic nuisance species management plan.

Note 3: The Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990 defines “aquatic nuisance species” as “a nonindigenous species that threatens the diversity or abundance of native species or the ecological stability of infested waters, or commercial, agricultural, aquacultural, or recreational activities dependent on such waters.”

49. Coal Remining Activities. Discharges of dredged or fill material into non-tidal waters of the United States associated with the remining and reclamation of lands that were previously mined for coal. The activities must already be authorized, or they must currently be in process as part of an integrated permit processing procedure, by the Department of the Interior Office of Surface Mining Reclamation and Enforcement, or by states with approved programs under Title IV or Title V of the Surface Mining Control and Reclamation Act of 1977 (SMCRA). Areas previously mined include reclaimed mine sites, abandoned mine land areas, or lands under bond forfeiture contracts.

As part of the project, the permittee may conduct new coal mining activities in conjunction with the remining activities when he or she clearly demonstrates to the district engineer that the overall mining plan will result in a net increase in aquatic resource functions. The Corps will consider the SMCRA agency’s decision regarding the amount of currently undisturbed adjacent lands needed to facilitate the remining and reclamation of the previously mined area. The total area disturbed by new mining must not exceed 40 percent of the total acreage covered by both the remined area and the additional area necessary to carry out the reclamation of the previously mined area.

Notification: The permittee must submit a pre-construction notification and a document describing how the overall mining plan will result in a net increase in aquatic resource functions to the district engineer and receive written authorization prior to commencing the activity. (See general condition 32.) (Authorities: Sections 10 and 404)

50. Underground Coal Mining Activities. Discharges of dredged or fill material into non-tidal waters of the United States associated with underground coal mining and reclamation operations provided the activities are authorized, or are currently being

processed as part of an integrated permit processing procedure, by the Department of the Interior, Office of Surface Mining Reclamation and Enforcement, or by states with approved programs under Title V of the Surface Mining Control and Reclamation Act of 1977.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters. This NWP does not authorize coal preparation and processing activities outside of the mine site.

Notification: The permittee must submit a pre-construction notification to the district engineer and receive written authorization prior to commencing the activity. (See general condition 32.) If reclamation is required by other statutes, then a copy of the reclamation plan must be submitted with the pre-construction notification. (Authorities: Sections 10 and 404)

Note: Coal preparation and processing activities outside of the mine site may be authorized by NWP 21.

51. Land-Based Renewable Energy Generation Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction, expansion, or modification of land-based renewable energy production facilities, including attendant features. Such facilities include infrastructure to collect solar (concentrating solar power and photovoltaic), wind, biomass, or geothermal energy. Attendant features may include, but are not limited to roads, parking lots, and stormwater management facilities within the land-based renewable energy generation facility.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the discharge results in the loss of greater than 1/10-acre of waters of the United States. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: Utility lines constructed to transfer the energy from the land-based renewable energy generation facility to a distribution system, regional grid, or other facility are generally considered to be linear projects and each separate and distant crossing of a waterbody is eligible for treatment as a separate single and complete linear project. Those utility lines may be authorized by NWP 12 or another Department of the Army authorization.

Note 2: If the only activities associated with the construction, expansion, or modification of a land-based renewable energy generation facility that require Department of the Army authorization are discharges of dredged or fill material into waters of the United States to construct, maintain, repair, and/or remove utility lines and/or road crossings, then NWP 12 and/or NWP 14 shall be used if those activities meet the terms and conditions of NWPs 12 and 14, including any applicable regional conditions and any case-specific conditions imposed by the district engineer.

Note 3: For any activity that involves the construction of a wind energy generating structure, solar tower, or overhead transmission line, a copy of the PCN and NWP verification will be provided to the Department of Defense Siting Clearinghouse, which will evaluate potential effects on military activities.

52. Water-Based Renewable Energy Generation Pilot Projects. Structures and work in navigable waters of the United States and discharges of dredged or fill material into waters of the United States for the construction, expansion, modification, or removal of water-based wind, water-based solar, wave energy, or hydrokinetic renewable energy generation pilot projects and their attendant features. Attendant features may include, but are not limited to, land-based collection and distribution facilities, control facilities, roads, parking lots, and stormwater management facilities.

For the purposes of this NWP, the term “pilot project” means an experimental project where the water-based renewable energy generation units will be monitored to collect information on their performance and environmental effects at the project site.

The discharge must not cause the loss of greater than 1/2-acre of waters of the United States, including the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre.

The placement of a transmission line on the bed of a navigable water of the United States from the renewable energy generation unit(s) to a land-based collection and distribution facility is considered a structure under Section 10 of the Rivers and Harbors Act of 1899 (see 33 CFR 322.2(b)), and the placement of the transmission line on the bed of a navigable water of the United States is not a loss of waters of the United States for the purposes of applying the 1/2-acre or 300 linear foot limits.

For each single and complete project, no more than 10 generation units (e.g., wind turbines, wave energy devices, or hydrokinetic devices) are authorized. For floating solar panels in navigable waters of the United States, each single and complete project cannot exceed 1/2-acre in water surface area covered by the floating solar panels.

This NWP does not authorize activities in coral reefs. Structures in an anchorage area established by the U.S. Coast Guard must comply with the requirements in 33 CFR 322.5(1)(2). Structures may not be placed in established danger zones or restricted areas designated in 33 CFR part 334, Federal navigation channels, shipping safety fairways or traffic separation schemes established by the U.S. Coast Guard (see 33 CFR 322.5(1)(1)), or EPA or Corps designated open water dredged material disposal areas.

Upon completion of the pilot project, the generation units, transmission lines, and other structures or fills associated with the pilot project must be removed to the maximum extent practicable unless they are authorized by a separate Department of the Army authorization, such as another NWP, an individual permit, or a regional general permit. Completion of the pilot project will be identified as the date of expiration of the Federal Energy Regulatory Commission (FERC) license, or the expiration date of the NWP authorization if no FERC license is required.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.)
(Authorities: Sections 10 and 404)

Note 1: Utility lines constructed to transfer the energy from the land-based collection facility to a distribution system, regional grid, or other facility are generally considered to be linear projects and each separate and distant crossing of a waterbody is eligible for treatment as a separate single and complete linear project. Those utility lines may be authorized by NWP 12 or another Department of the Army authorization.

Note 2: An activity that is located on an existing locally or federally maintained U.S. Army Corps of Engineers project requires separate approval from the Chief of Engineers or District Engineer under 33 U.S.C. 408.

Note 3: If the pilot project generation units, including any transmission lines, are placed in navigable waters of the United States (i.e., section 10 waters) within the coastal United States, the Great Lakes, and United States territories, copies of the NWP verification will be sent by the Corps to the National Oceanic and Atmospheric Administration, National Ocean Service, for charting the generation units and associated transmission line(s) to protect navigation.

Note 4: Hydrokinetic renewable energy generation projects that require authorization by the Federal Energy Regulatory Commission under the Federal Power Act of 1920 do not require separate authorization from the Corps under section 10 of the Rivers and Harbors Act of 1899.

Note 5: For any activity that involves the construction of a wind energy generating structure, solar tower, or overhead transmission line, a copy of the PCN and NWP verification will be provided to the Department of Defense Siting Clearinghouse, which will evaluate potential effects on military activities.

53. Removal of Low-Head Dams. Structures and work in navigable waters of the United States and discharges of dredged or fill material into waters of the United States associated with the removal of low-head dams.

For the purposes of this NWP, the term “low-head dam” is defined as a dam built across a stream to pass flows from upstream over all, or nearly all, of the width of the dam crest on a continual and uncontrolled basis. (During a drought, there might not be water flowing over the dam crest.) In general, a low-head dam does not have a separate spillway or spillway gates but it may have an uncontrolled spillway. The dam crest is the top of the dam from left abutment to right abutment, and if present, an uncontrolled spillway. A low-head dam provides little storage function.

The removed low-head dam structure must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

Because the removal of the low-head dam will result in a net increase in ecological functions and services provided by the stream, as a general rule compensatory mitigation is not required for activities authorized by this NWP. However, the district engineer may determine for a particular low-head dam removal activity that compensatory mitigation is necessary to ensure the authorized activity results in no more than minimal adverse environmental effects.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.)
(Authorities: Sections 10 and 404)

Note: This NWP does not authorize discharges of dredged or fill material into waters of the United States or structures or work in navigable waters to restore the stream in the vicinity of the low-head dam, including the former impoundment area. Nationwide permit 27 or other Department of the Army permits may authorize such activities. This NWP does not authorize discharges of dredged or fill material into waters of the United States or structures or work in navigable waters to stabilize stream banks. Bank stabilization activities may be authorized by NWP 13 or other Department of the Army permits.

54. Living Shorelines. Structures and work in navigable waters of the United States and discharges of dredged or fill material into waters of the United States for the construction and maintenance of living shorelines to stabilize banks and shores in coastal waters, which includes the Great Lakes, along shores with small fetch and gentle slopes that are subject to low- to mid-energy waves. A living shoreline has a footprint that is

made up mostly of native material. It incorporates vegetation or other living, natural “soft” elements alone or in combination with some type of harder shoreline structure (e.g., oyster or mussel reefs or rock sills) for added protection and stability. Living shorelines should maintain the natural continuity of the land-water interface, and retain or enhance shoreline ecological processes. Living shorelines must have a substantial biological component, either tidal or lacustrine fringe wetlands or oyster or mussel reef structures. The following conditions must be met:

(a) The structures and fill area, including sand fills, sills, breakwaters, or reefs, cannot extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes, unless the district engineer waives this criterion by making a written determination concluding that the activity will result in no more than minimal adverse environmental effects;

(b) The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the activity will result in no more than minimal adverse environmental effects;

(c) Coir logs, coir mats, stone, native oyster shell, native wood debris, and other structural materials must be adequately anchored, of sufficient weight, or installed in a manner that prevents relocation in most wave action or water flow conditions, except for extremely severe storms;

(d) For living shorelines consisting of tidal or lacustrine fringe wetlands, native plants appropriate for current site conditions, including salinity, must be used if the site is planted by the permittee;

(e) Discharges of dredged or fill material into waters of the United States, and oyster or mussel reef structures in navigable waters, must be the minimum necessary for the establishment and maintenance of the living shoreline;

(f) If sills, breakwaters, or other structures must be constructed to protect fringe wetlands for the living shoreline, those structures must be the minimum size necessary to protect those fringe wetlands;

(g) The activity must be designed, constructed, and maintained so that it has no more than minimal adverse effects on water movement between the waterbody and the shore and the movement of aquatic organisms between the waterbody and the shore; and

(h) The living shoreline must be properly maintained, which may require periodic repair of sills, breakwaters, or reefs, or replacing sand fills after severe storms or erosion events. Vegetation may be replanted to maintain the living shoreline. This NWP authorizes those maintenance and repair activities, including any minor deviations necessary to address changing environmental conditions.

This NWP does not authorize beach nourishment or land reclamation activities.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the construction of the living shoreline. (See general condition 32.) The pre-construction notification must include a delineation of special aquatic sites (see paragraph (b)(4) of general condition 32). Pre-construction notification is not required for maintenance and repair activities for living shorelines unless required by applicable NWP general conditions or regional conditions. (Authorities: Sections 10 and 404)

Note: In waters outside of coastal waters, nature-based bank stabilization techniques, such as bioengineering and vegetative stabilization, may be authorized by NWP 13.

C. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody,

including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot

begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those

waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on

what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWRPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a

State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer.

The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other

waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction

notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the

aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP

with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

F. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated

shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal

circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWP, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.



STATE OF MISSISSIPPI
PHIL BRYANT
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GARY C. RIKARD, EXECUTIVE DIRECTOR

March 6, 2017

Certified Mail No. 7010 1870 0003 4946 9142

Ms. Jennifer Mallard
Regulatory Branch Chief
U.S. Army Corps of Engineers, Vicksburg District
4155 Clay Street
Vicksburg, Mississippi 39183-3435

Dear Ms. Mallard:

Re: US Army Corps of Engineers
Nationwide Permit No. 7
Warren County
COE No. MVK-2017-114
WQC No. WQC2017007

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U. S. C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to the U.S. Army Corps of Engineers, an applicant for a Federal License or permit to conduct the following activity:

US Army COE, Nationwide Permit No. 7:

Nationwide Permits are general permits issued on a nationwide basis to streamline the authorization of activities that have no more than minimal and cumulative adverse effects on the aquatic environment. The U.S. Army Corps of Engineers issues NWP's to authorize certain activities that require Department of the Army permits under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899.

7. Outfall Structures and Associated Intake Structures. Activities related to the construction or modification of outfall structures and associated intake structures, where the effluent from the outfall is authorized, conditionally authorized, or specifically exempted by, or otherwise in compliance with regulations issued under the National Pollutant Discharge Elimination System Program (section 402 of the

Clean Water Act). The construction of intake structures is not authorized by this NWP, unless they are directly associated with an authorized outfall structure.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) [MVK-2017-114, WQC2017007].

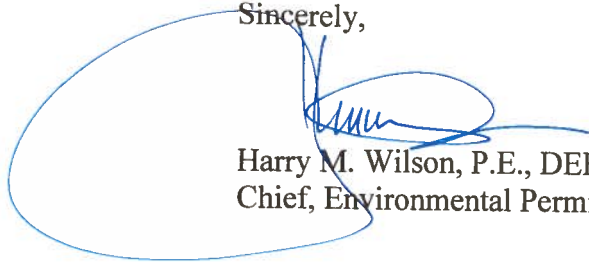
The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. For projects greater than five acres of total ground disturbances including clearing, grading, excavating, or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit. For projects greater than one, to less the five acres of total ground disturbances including clearing, grading, excavating, or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit. No construction activities shall begin until the necessary approvals and/or permits have been obtained.
2. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.
3. The turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50-Nephelometric Turbidity Units.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Sections 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.

Sincerely,



Harry M. Wilson, P.E., DEE
Chief, Environmental Permits Division

HMW: ld

cc: U.S. Army Corps of Engineers, Mobile District
Attn: Mr. Craig Litteken
U.S. Army Corps of Engineers, Memphis District
Attn: Mr. Tim Fudge
U.S. Army Corps of Engineers, Nashville District
Attn: Mr. Timothy Wilder
U.S. Army Corps of Engineers, New Orleans District
Attn: Mr. Michael Farabee
Ms. Willa Brantley, Department of Marine Resources
Mr. David Felder, U.S. Fish and Wildlife Service
Mr. William Ainsley, Environmental Protection Agency

KANSAS CITY SOUTHERN RAILWAY PERMITS

PIPELINE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT is effective this 15th day of February, 2019 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, called herein "Railway Company", and **CITY OF GULFPORT**, to be addressed at 4050 Hewes Avenue, Gulfport, Mississippi, 39507, called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed storm sewer pipeline under Railway Company's tracks and right-of-way at Mile Post MG0.33 (Gulfport Subdivision) Gulfport (Harrison County), Mississippi, the course of the pipeline being described as follows:

As indicated on print of drawing no. 18-11458 dated 12-23-2018, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 63.00" x 200' poly having a minimum wall thickness of 1.938" and a minimum yield point of 5,000 PSI and shall be encased in a 72.00" x 200' steel casing having a minimum wall thickness of 1.00" and a minimum yield point of 35,000 PSI. Maximum operating pressure of the pipeline shall not be greater than gravity. Licensee expressly agrees that its under-track installation shall be by dry bore and jack and open cut method and that no boring or excavation shall occur within Railway Company's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Railway Company's property and tracks shall be no less than 90°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 11.375' below the bottom of Railway Company's base of rail and at a minimum depth of 10' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request within thirty (30) days after receipt of written notice from Railway Company, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF RAILWAY COMPANY, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the

property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet (25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work. Licensee's request must be delivered to Scheduling Agent by contacting Bartlett & West at 785-228-3101 to leave a message and/or by sending an email to kcscrossings@bartwest.com.

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be

construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Licensee agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of NINE THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$9,375.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority

or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured

and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee liability to the Railway Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____
Srikanth Honnur, P.E.

Title: Track and Bridge Construction Director

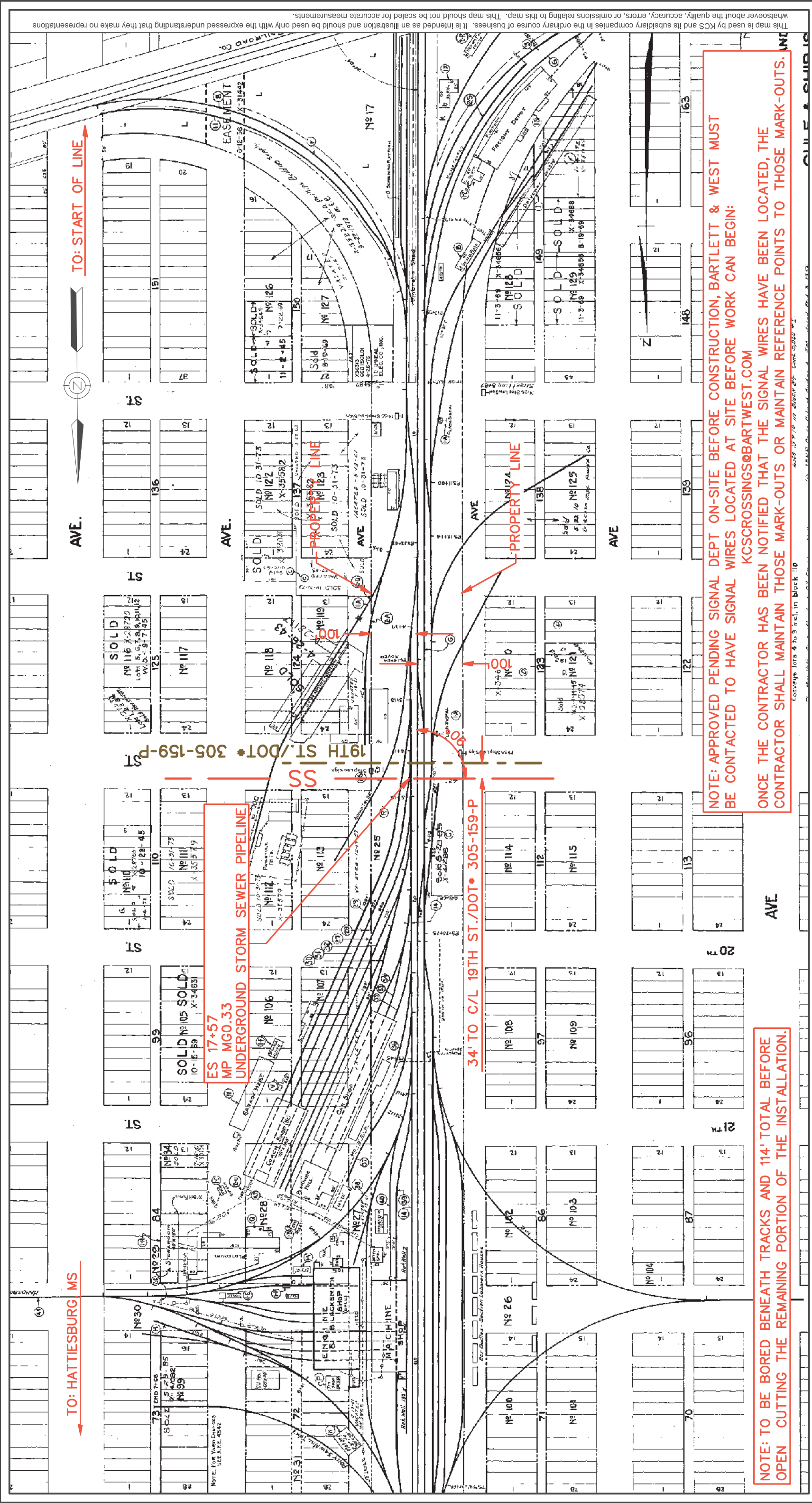
Date: _____

CITY OF GULFPORT

By: _____

Title: _____

Date: _____



INSTALLATION DETAILS

CONTENTS:	CARRIER	CASING	INSTALLATION DETAILS
LENGTH OF PIPE ON RW:	STORM SEWER	N/A	METHOD OF INSTALLATION: DRY BORE & JACK/OPEN CUT
OUTSIDE DIAMETER:	200"	200"	BURY: BASE OF RAIL: 11.375'
PIPE MATERIAL:	POLY	STEEL	BURY: (Not beneath tracks) 10'
MAX YIELD:	5,000 PSI	35,000 PSI	BURY: (Roadway ditches) 10'
WALL THICKNESS:	1.938"	1.00"	CATHODIC PROTECTION: NONE
WORKING PRESSURE:	GRAVITY	N/A	CASING VENTED: NO - VENTS ABOVE SURFACE: N/A
TYPE OF JOINT:	FUSED	WELDED	NUMBER OF VENTS: N/A
COATING:	NONE	NONE	SEALS: BOTH ENDS: YES
			TYPE: UNKNOWN
			PARALLEL DISTANCE FROM CL OF TRACK: N/A

SPECIFICATIONS:

KANSAS CITY SOUTHERN RAILWAY COMPANY

DATE: 12-03-2018 **APPROVED BY:** Sri Honnur, P.E.

DRAWN BY: JFB **CHECKED BY:** TRF

COMPANY: BARTLETT & WEST

SHEET NO.: 1 of 1 **MAP #:** 29005

SCALE: 1" = 200' **KCS FILE NO.:** 18-11458

EXHIBIT "A"

PROPOSED UNDERGROUND STORM SEWER PIPELINE CROSSING FOR CITY OF GULFPORT AT MP MG0.33 GULFPORT SUBD. GULFPORT, MS (30.373545, -89.095291)

2018.12.26

15:27:48 -0600

18-11458

This map is used by KCS and its subsidiary companies in the ordinary course of business. It is intended as an illustration and should be used only with the expressed understanding that they make no representations whatsoever about the quality, accuracy, errors, or omissions relating to this map. This map should not be scaled for accurate measurements.

KCS SIGNAL LINE LOCATE REQUIREMENTS

KCS has determined your utility location requires KCS to locate the railroad signal lines

KCS Signal Department requires a minimum of 2 weeks advance notice for locate requests

Requests are to be submitted by the permittee or their designated contractor

to

KCS_CROSSINGS@BARTWEST.COM

The requestor will be notified by email when locates are completed



Once the contractor has been notified the signal wires are located, it is the responsibility of the permittee/contractor to maintain those mark-outs or maintain reference points to those mark-outs.

This information is included on the **Exhibit "A" & Contract Summary and Approval Sheet** within the application package



**REQUEST FOR CONSTRUCTION OBSERVATION
AND FLAGGING FIELD SERVICES**

Date:12/28/2018

SECTION 1 PREPAYMENT INFORMATION

Complete Section 1 & send to KSCCrossings@Bartwest.com. The prepayment invoice will be issued upon receipt of this form.

KCS APPLICATION PERMIT # 18-11458
APPLICANT COMPANY: City of Gulfport APPLICANT'S NAME: Robert K. Riemann
AT/NEAR CITY AND STATE: Gulfport, Mississippi
ESTIMATED DURATION IN DAYS FOR WORK BEING PERFORMED WITHIN KANSAS CITY SOUTHERN RIGHT OF WAY: 15 PROJECTED INSTALL DATE: June 2019

RESPONSIBLE PARTY FOR RECEIPT OF INVOICES & OBSERVATION AGREEMENT:

COMPANY NAME <small>(Legal Name):</small> City of Gulfport
CONTACT: Robert K. Riemann
ADDRESS: 4050 Hewes Avenue
CITY: Gulfport STATE: MS ZIP: 39507
PHONE: 228-868-5740 EMAIL: kriemann@gulfport-ms.gov

SECTION 2 SCHEDULE INFORMATION – 15 Day Minimum Advance Notice Required

Section 2 – Submission of proposed start date requires fulfillment of all Bartlett & West and KCS compliance including KCS fees paid, insurance & release of the KCS Agreement & approved Permit Package by JLL.

SCHEDULE INFORMATION: Acceptance of proposed start date is subject to all compliance being met.

<i>*Proposed start date is subject to the availability of Bartlett & West field services crews. Confirmation of start date will be issued via the Project Start Notification</i>
PROPOSED START DATE FOR INSTALLATION WITHIN KANSAS CITY SOUTHERN RIGHT OF WAY:
OF DAYS WORKING: SATURDAY <input type="checkbox"/> SUNDAY <input type="checkbox"/> COMMENT:
SCHEDULED START TIME: END TIME: EACH DAY
PROJECTED COMPLETION DATE OF INSTALLATION WITHIN KANSAS CITY SOUTHERN RIGHT OF WAY : (based on proposed start date)

FIELD COORDINATOR INFORMATION: (Field contact for applicant or applicant's contractor)

COMPANY NAME:
APPLICANT'S/COORDINATOR'S NAME:
ADDRESS:
CITY: STATE: ZIP:
PHONE: EMAIL:

CONTRACTOR INFORMATION: (if different from applicant)

COMPANY NAME:
CONTRACTOR'S NAME:
ADDRESS:
CITY: STATE: ZIP:
PHONE: EMAIL:

Scheduling of installation & field services will be initiated upon full compliance of all KCS requirements & notification of KCS clearance to install. No work shall commence on the Kansas City Southern right of way without Bartlett & West field services. Submit request form to KSCCrossings@Bartwest.com. For assistance contact [Yvonne Hall @ 817-840-1567](mailto:Yvonne.Hall@Bartwest.com)

KCS Railway Construction Observation/Flagging Requirements

- When is construction observation and flagging required?
- Can the contractor self-perform construction observation and flagging services?
- Who is responsible for the cost of observation/flagging services?
- What is the cost of observation/flagging services?
- How do I arrange for observation/flagging services for my project?
- How soon can I start working on KCS ROW?

When is construction observation and flagging required?

Construction observation and flagging protection are required whenever people, vehicles, or equipment will encroach under, over or on KCS Right-of-Way, including when equipment has the range of possibility to encroach KCS Right-of-Way.

Construction observation must be performed by a KCS authorized **Construction Observer** and KCS certified **Flagman**. The **Construction Observer** ensures the installation meets the approved engineered specifications and serves as quality manager and liaison between the contractor and KCS. The **Flagman** provides protection to the general public, KCS personnel, equipment, and facilities from the work being performed and protection to contractors working within KCS Right-of-Way.

Can the contractor self-perform construction observation and flagging services?

No. Observation and flagging services can only be performed by KCS authorized & certified construction observers and flagmen. Bartlett & West is the authorized KCS agent for providing these services.

Who is responsible for the cost of construction observation/flagging services?

The permittee or the permittee's designated contractor is responsible for payment. Prepayment of services is required.

What is the cost of construction observation/flagging services? (Current rates are subject to change)

- Construction Observer daily rate is \$1,500 per day - 10 hour minimum. Hourly rate applies after 10 hours
- Flagman daily rate is \$1,000 per day - 10 hour minimum. Hourly rate applies after 10 hours
- Mobilization/Administrative Fee is \$2,000. Multiple mobilization fees could be charged if the project cannot be constructed on consecutive days and results in a return trip
- Cancellations require a minimum of 24 hour advance notice of the daily scheduled start time

How do I arrange for observation/flagging services for my project?

- Complete **Section 1** of the attached **Prepay/Schedule Form**, prepay for estimated duration of services & execute the Bartlett & West Agreement. The **Prepayment Invoice** and **Bartlett & West Agreement** will be sent to you upon receipt of **Section 1**
- When your KCS Permit is fully executed you may submit **Section 2** of the **Prepay/Schedule Form** indicating your requested start date. Bartlett & West will be notified by **KCS & JLL** when your permit is approved.

How soon can I start working on KCS ROW?

- A valid KCS Permit is required for scheduling a start date and before any activity can commence on KCS Right-of-Way
- It can take up to 15 business days to schedule services. Please plan accordingly
- In cases where KCS signal line locates are required additional time may be required

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Bartlett & West is dedicated to providing you the information you need to complete the installation of your project in a safe environment and according to engineered specifications. Please contact our Service Specialist if you need further assistance.

KSCCrossings@bartwest.com or 817-840-1567

MDOT PERMITS

Tom King
Southern District Commissioner
Kelly R. Castleberry
District 6 Engineer

P. O. Box 551
Hattiesburg, MS 39403-0551
Telephone (601) 544-6511
FAX (601) 544-0227



Melinda L. McGrath
Executive Director
James A. Williams, III
Deputy Executive Director/Chief Engineer

Lisa M. Hancock
Deputy Executive Director/Administration
GoMDOT.com

Oct. 16, 2018

Janis.Dinardo@NEEL-SCHAFER.COM

City of Gulfport
Attention: Janis Dinardo/Robert K. Riemann
4050 Hewes Avenue
Gulfport, MS 39507

Enclosed, please, find your MDOT permit 6-18-24-601-0512. All applicants must make provision for materials and labor on their installations.

Thanks,

Pam Bradley
MDOT District Six
Post Office Box 551
Hattiesburg, MS 39403

or

(physical address):
6356 Highway 49
Hattiesburg, MS 39401

/plb

enclosure

COPY 16 TO AMCFARLIN
JANIS DINARDO NEEL-SCHAFFER.COM
PERMIT NO. 6-18-24-601-0512

MND-002
Rev. 2011

MOOT PROJECT
STP-GAI-1145-00(001)
101212 - 201000

Applicant Contact Name: Janis Dinardo, P.E., Neel-Schaffer
Applicant Contact Phone #: 228-374-1211

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO CONSTRUCT PIPELINE ALONG
OR ACROSS STATE HIGHWAY AND AGREEMENT OF APPLICANT
GIVEN IN CONSIDERATION OF SAID PERMIT

CITY OF GULFPORT (MNC)

(Please Print) Name: Robert K. Riemann, P.E. Address: 4050 Hewes Avenue
Company (or) Individual Street/Route
Gulfport Harrison MS 39507
City County State Zip Code

herein called the applicant, who at the present time proposes to construct a pipeline along or across Highway No. 601
between 19th Street and Brickyard Bayou
Latitude (decimal degrees) 30.379031 Longitude (decimal degrees) -89.096251

in Harrison County, Mississippi, does hereby make application to the Mississippi Department of Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to construct the said pipeline mentioned above and shown herein below and in consideration of this permit being granted to said applicant for the construction of the pipeline, said applicant does hereby agree to construct the pipeline in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to all of the following provisions:

- (a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.
- (b) That the said Mississippi Department of Transportation may at any time require and compel the removal, reconstruction or relocation of said pipeline or any appurtenance thereto herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 65-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.
- (c) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that upon request of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the said Mississippi Department of Transportation. It is distinctly understood that said new location will be made or designated by said Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the said Mississippi Department of Transportation will use all reasonable effort to avoid the necessity of requesting that the herein mentioned facility be removed, moved, altered, or reconstructed.
- (d) The plan of proposed construction set out below is incorporated herein by reference and made a part of this application, as if fully copied out herein in words and figures.
- (e) It is agreed that this permit is void if all work shown on this plan is not completed in accordance with this plan within one year after date of approval.
- (f) It is expressly agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the construction or maintenance of this work or facility except as expressly shown herein below.
- (g) All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.
- (h) The applicant is responsible for any conflicts with other utilities on the highway right-of-way and is to secure permission from said utilities for said conflicts and for any necessary alterations.
- (i) The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.
- (j) All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.
- (k) A copy of the approved plan is to be kept at the site of the work at all times during construction.
- (l) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit.

MND-002
Rev. 2011

PERMIT NO. _____

Witness my signature this 1st day of October 20 18, which is applicable to sheets 1
through _____ of permit number _____.

Robert K. Riemann
Signature of Applicant

By: Robert K. Riemann, P.E., Director of Engineering
Printed Name and Title

STATE OF MISSISSIPPI
COUNTY OF Harrison

Personally appeared before me, the undersigned authority, Robert K Riemann whose
Printed Name of Applicant

names(s) _____ subscribed to this instrument as the City Engineer of
is/are Title of Applicant

City of Gulfport who having been first fully sworn acknowledged that they
Name of Company (or) Individual

executed the above agreement as the act and deed of the said applicant for the purpose and consideration and in the capacity therein expressed and on the date above written.

Given under my hand and seal of office this the 1st day of October 20 18

My Commission Expires:

9/18/2020

[Signature]
Signature of Notary Officer



Field Inspection By: Anthony M. McLaughlin 10/5 20 18

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

James Williams

Deputy Executive Director/Chief Engineer

By: [Signature] 10/15 20 18

Installation Inspection By: _____ 20____

MND-002
Rev. 2011

PERMIT NO. _____

Mississippi Department of Transportation
Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/(I), certify that the requirements of this permit including Attachment A (MND-002 Rev. 2-2004) have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

Robert K. Riemann, P.E., Director of Engineering

Printed Name of Applicant



Signature of Applicant

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKING, DRY BORING, BORING WITH DRILLING FLUID,
TUNNELING AND DIRECTIONAL BORING**

NOTICE:

Before jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, written approval must be obtained from the District Engineer on the method to be used. The District Engineer reserves the right to require a change in the method when, due to soil conditions or other reasons, the desired results are not being obtained.

Before any jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, the District Engineer will be advised, in writing, whether the work will be performed by the applicant's forces or by contract and, if by contract, the name of the contractor.

Jetting will not be permitted.

Any overcutting exceeding the tolerances set forth in this document shall be filled immediately with flowable fill or other approved materials.

The applicant shall be responsible for correction of any distortion caused by his/her operation on any road, street, frontage road, ramp, conventional highway, partially controlled highway, fully controlled access highway and/or roadway cross-section. The method of correction shall be approved by the District Engineer.

Failure to comply with the requirements for jacking, dry boring, boring with drilling fluid, tunneling, and/or directional boring operations or failure to comply with the approved permit requirements shall be cause for canceling the permit.

The applicant, by signing this document, certifies that the design and type of materials and method of operations are of the industry standard where the industry standard is indicated below.

JACKING

JACKING will be accomplished as follows:

Pushing or jacking of casing or carrier pipes under the highway larger than three and one half (3-1/2) inches in diameter is prohibited. All casing or carrier pipe will be of strength sufficient to withstand the stress resulting from jacking pressures.

DRY BORING

DRY BORING will be accomplished as follows:

For pipes greater than eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two (2) inches (Pipe O.D. + 2"). For pipes less than or equal to eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus one (1) inch (Pipe O.D. + 1").

Water bearing sands and muck soils will be well pointed as necessary prior to commencing the bore.

All bores will be accomplished with the auger inside the casing or carrier pipe with the cutting edges positioned just ahead of the pipe except as follows:

- (1) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores eight (8) inches or less in diameter in dense consolidated soils.
- (2) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores three (3) inches or less in diameter in loose sandy soils or other soils which easily cave or spall.

Care should be exercised at all times to keep the auger properly positioned within the casing or carrier pipe and to maintain sufficient forward pressure upon the casing or carrier pipe to quickly run through any pockets of loose soil.

All boring with or without the auger inside the casing or carrier pipe will be carefully observed for comparison between the amount of cuttings removed from the hole and the diameter of the bore, together with the distance the auger has traveled in the bore. An excessive amount of cuttings removed from the bore indicates caving or spalling of the bore wall, in this case, the bore shall be stopped until a method for completing the bore acceptable to the Mississippi Department of Transportation has been agreed upon.

An acceptable fluid may be introduced by gravity flow approximately three (3) feet back of the forward end of the casing or carrier pipe to lubricate the cuttings in order to facilitate the removal thereof; however, the excessive use of such fluid causing undue flow back and erosion of the bore is prohibited.

BORING WITH DRILLING FLUID

Boring with Drilling Fluid will be accomplished as follows:

The maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two inches (Pipe O.D. + 2") with an open type bit that leaves the cuttings in place.

The design and type of drilling fluid and the method used for the boring with drilling fluid work shall be of the industry standard.

Drilling fluid is used to lubricate the cutters or reamers, consolidate the cuttings into plugs of appropriate length, seal the wall of the bore to form a filter cake in order to prevent cave-ins or spalling, maintain the arch, and lubricate the bore for easy removal of masses or plugs of cuttings from the bore by using compressed air and for the installation of the casing or carrier pipe immediately thereafter. The excessive use of drilling fluid that causes undue flow back and erosion of the bore may be a violation of the approved method and, pending a Department evaluation, be cause for canceling the permit.

When boring in sandy subsoils, fine sands, water-bearing sands, or any solid which easily spalls or caves, the bores entrance will be plugged or dammed in order to retain both the drilling fluid and the cuttings within the bore until the time immediately before the casing or carrier pipe is installed. Water bearing sands and mucky soils will be pointed as necessary prior to commencing the bore. When drilling through dense consolidated soils, the cuttings may be partially removed from the hole in approximately three (3) foot plugs by the use of compressed air or by retraction of the cutter or reamer. No cutter or reamer larger than three (3) inches in diameter shall have holes therein larger than five sixteenth (5/16) inches in diameter through which drilling fluid is forced during boring.

TUNNELING

Tunneling will be accomplished by the following methods:

First, using jacking equipment where the pipe is aimed and jacked ahead as the earth is excavated by hand or with the aid of mechanical tools just ahead of the pipe end, OR

Second, when enough opening for the tunnel is excavated ahead, the tunnel liner plates are bolted together to extend the liner until it is complete.

In both methods, the pipe or tunnel must be of sufficient size to permit entry, excavating ahead, and disposal of the material through the pipe or tunnel. Excavation around the pipe or liner should be the minimum necessary for jacking or working clearances.

The pipe specifications used in the tunneling method of the crossing installation shall comply with the same specifications for pipe used for jacking and boring.

The tunnel liner plate or section specifications shall be fabricated of galvanized steel of the proper gauge and section modulus to withstand the live load and fill height. In acid soil areas, the liner will be required to be asphalt coated. If used as a cross drain, a paved invert may be required.

All pipe or liner tunneled will be fitted with grout vents and grout pumped into the voids around the pipe or liner at not less than 45 psi. The design and spacing of the vents, the grout mixture and method used for filling the void between the finished tunnel and outline of the excavation shall be of the industry standard.

DIRECTIONAL BORING

Directional boring will be accomplished by the following method:

A pilot hole is drilled beginning at a prescribed angle from horizontal and continues across the obstruction along a design profile made of straight tangents and long radius arcs.

Once the pilot hole is made, the casing or carrier line can be pulled through. The casing or carrier line is prefabricated on the bank opposite the drilling rig. A reamer is attached to the drill string and then connected to the casing or carrier line pull head via a swivel. The swivel prevents any translation of the reamer's rotation into the casing or carrier line string allowing for a smooth pull in to the drilled hole. The drilling rig then begins the pullback operation, rotating and pulling on the drill string and once again circulating high volumes of drill slurry. The pull back continues until the reamer and casing or carrier line returns to the drilling rig.

The design and type of drilling slurry and method used for the drilling operation shall be of the industry standard.

Signed: *R. K. Puma*
Name of Party Signing Application

DIRECTOR OF ENGINEERING 10-1-18
Title Date

Field Inspection By: *Anthony M. McFarlin* 10/5 20 18

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION
James Williams
Deputy Executive Director/Chief Engineer

By: *John Coath* 10-15 20 18

Installation Inspection By: _____ 20 _____

Sheet No.: 1 of 8

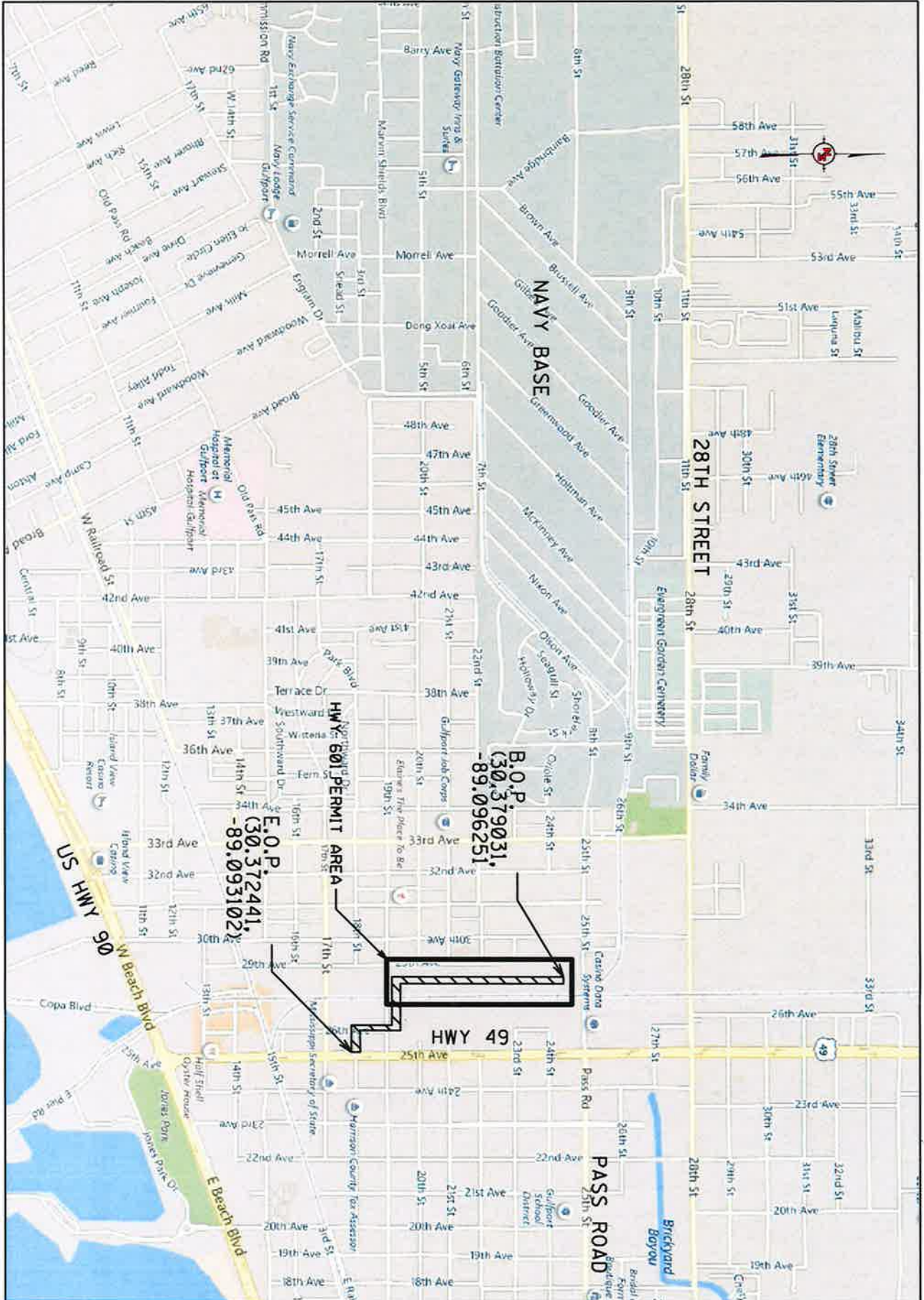
Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

NOT TO SCALE



VICINITY MAP

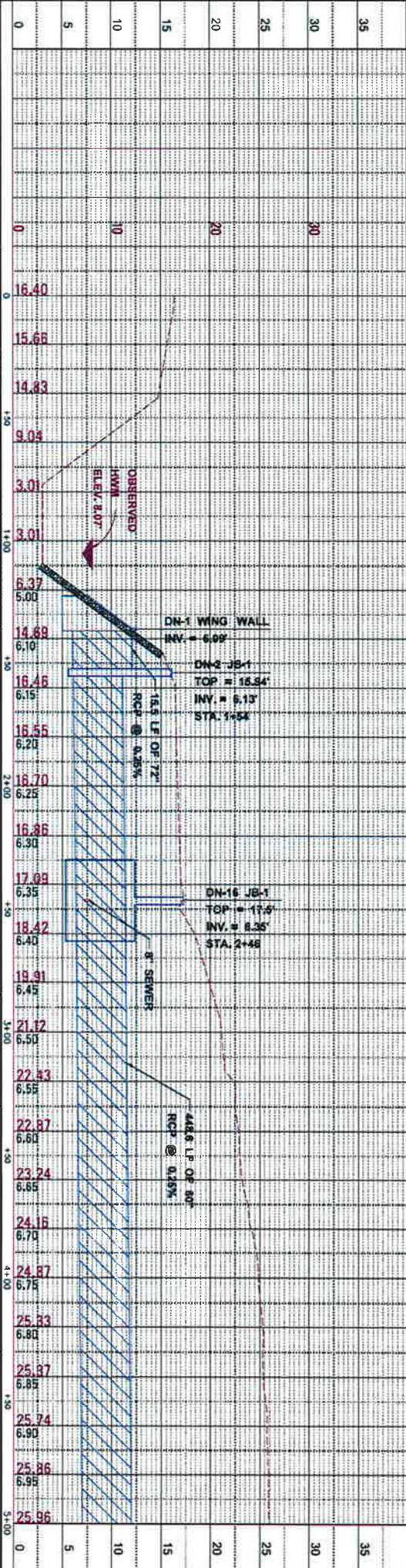
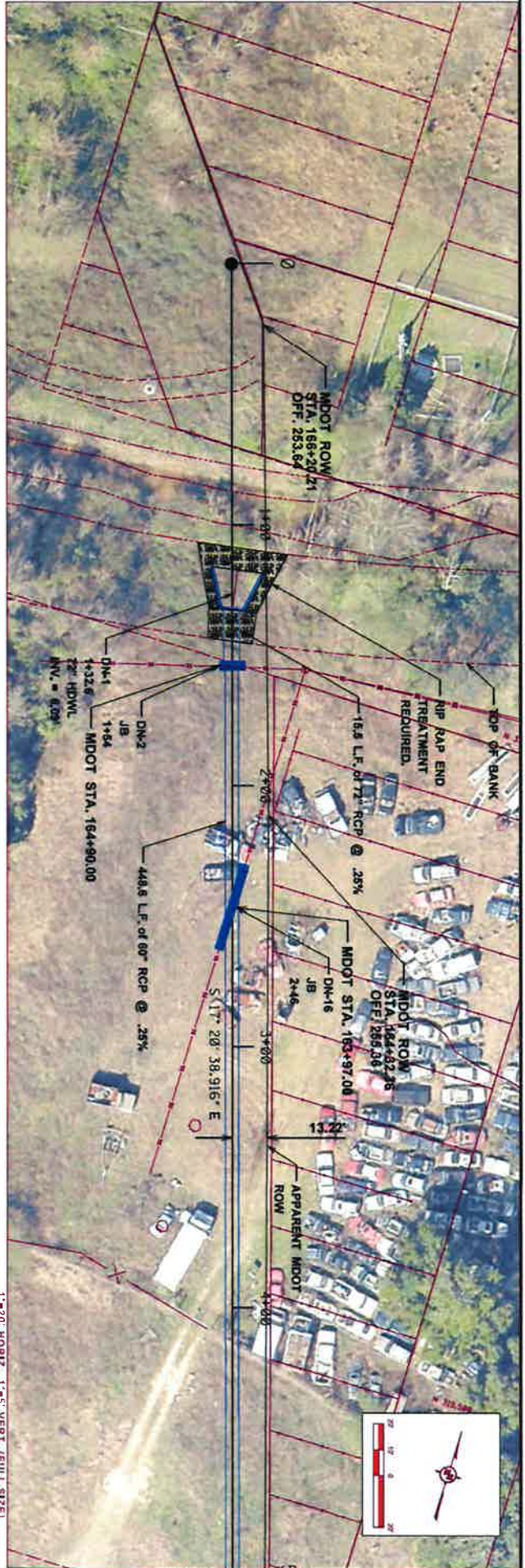
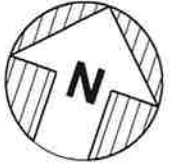


Sheet No.: 2 of 8

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

SCALE: 1" = 60'



NOTICE TO DRAWING HOLDER
 NEEL-SCHAFFER, INC., ARCHITECTURE REFERRED TO AS THE ENGINEER HAS PREPARED AND FORWARDED THIS DRAWING TO THE OWNER FOR USE AND REVIEW. THIS DRAWING IS THE PROPERTY OF NEEL-SCHAFFER, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF NEEL-SCHAFFER, INC. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES OUT OF WHOM THEY ARE REQUIRED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES OUT OF WHOM THEY ARE REQUIRED.

NO.	DATE	BY	DESCRIPTION

FILE NAME	SCALE	DESIGNED BY	DATE

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU CITY OF GULFPORT MISSISSIPPI



BRICKYARD BAYOU PLAN & PROFILE
 STA. 0+00 TO STA. 5+00
 DRAWING NUMBER: 12

1"=20' HORIZ. 1"=5' VERT. (FULL SIZE)

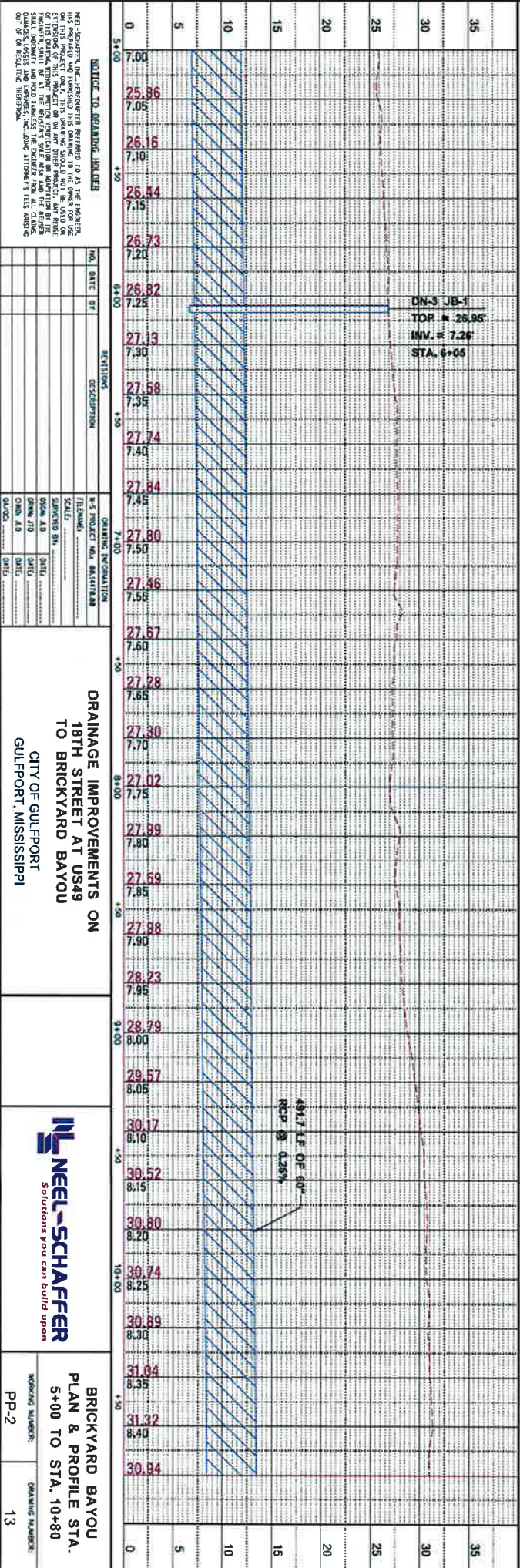
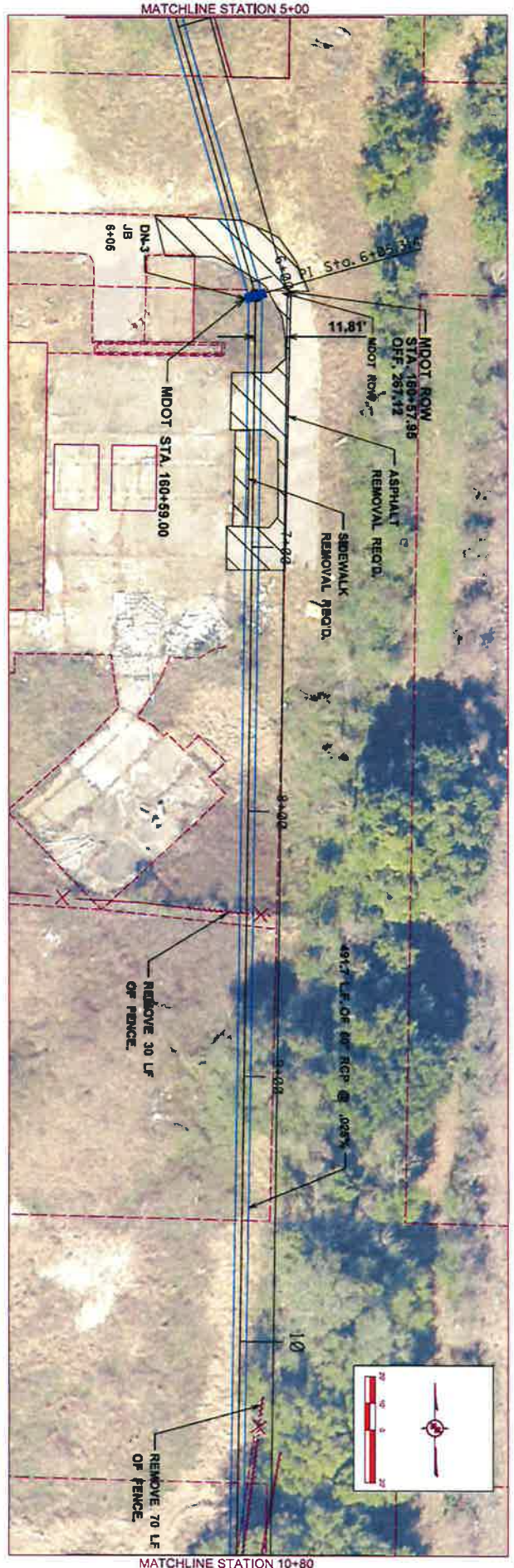
MATCHLINE STATION 5+00

Sheet No.: 3 of 8

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

SCALE: 1" = 80'



NOTICE TO DRAWING HOLDER
 NEI-SCHAFFER, INC. ENGINEER REFERRED TO AS THE ENGINEER HAS PREPARED AND FORWARDED THIS DRAWING TO THE OWNER FOR USE AND EXTENSION OF THIS PROJECT ON ANY OTHER PROJECT. ANY FURTHER CHANGES TO THIS DRAWING MUST BE APPROVED BY THE ENGINEER. THE ENGINEER AND NEI-SCHAFFER, INC. SHALL BE RESPONSIBLE FOR THE DESIGN FROM ALL CLAIMS OUT OF OF RECORD TIME HEREAFTER.

NO.	DATE	BY	DESCRIPTION

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU CITY OF GULFPORT MISSISSIPPI



BRICKYARD BAYOU PLAN & PROFILE STA. 5+00 TO STA. 10+80
 WORKING NUMBER: PP-2
 DRAWING NUMBER: 13

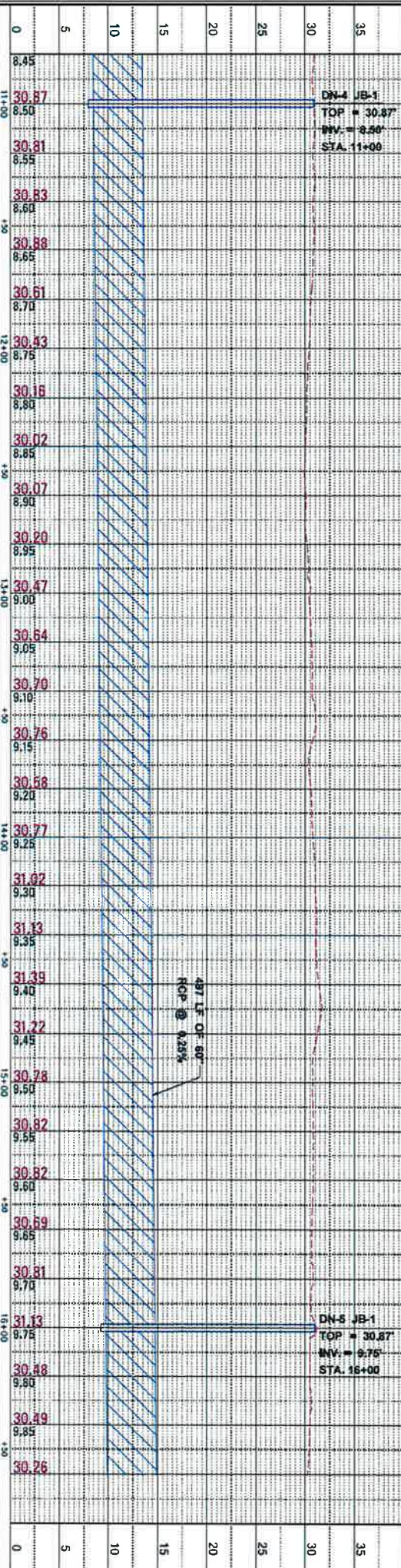
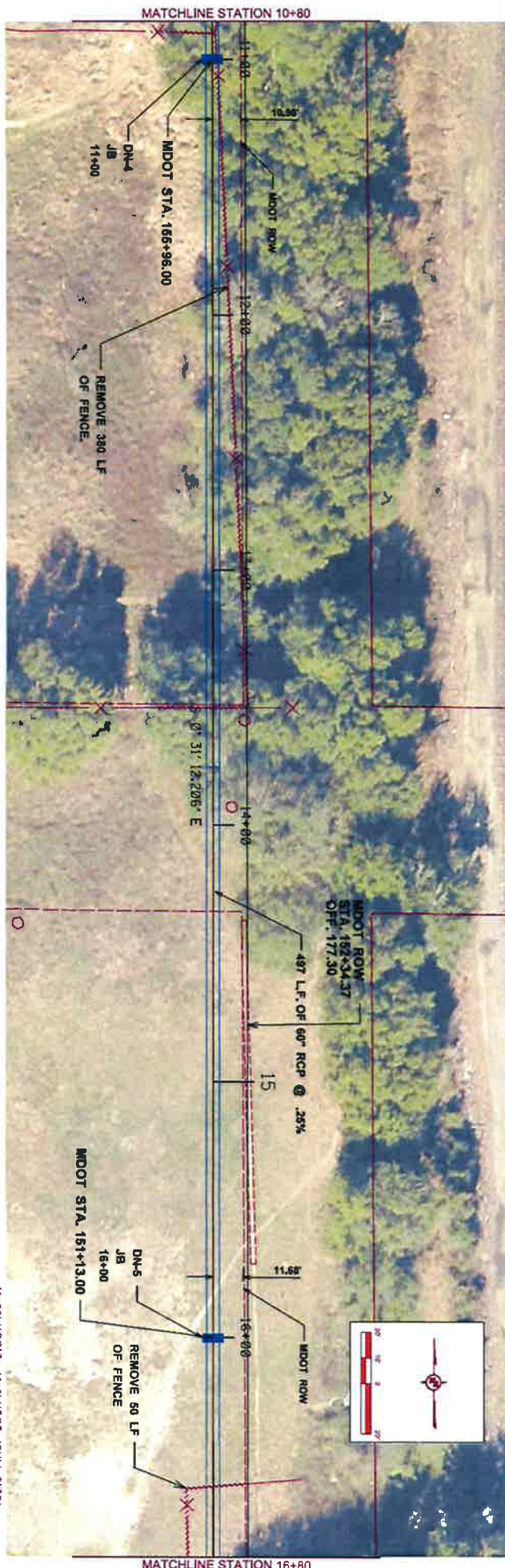
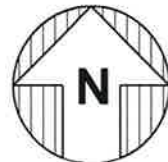
1"=20' HORIZ., 1"=5' VERT. (FULL SIZE)

Sheet No.: 4 of 8

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

SCALE: 1" = 60'



NOTICE TO DRIVING MAINTENANCE
 HAS SECURITY INC. AGREEMENTS RETURN TO AT THE OFFICE
 HAS REQUIRED AND FORWARDED THIS DRAWING TO THE OWNER FOR USE
 ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON
 ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF THE
 ENGINEER. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY
 THE ENGINEER AND MUST BE MADE IN ACCORDANCE WITH THE
 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST
 EDITION, AND ANY OTHER APPLICABLE SPECIFICATIONS.

NO.	DATE	BY	DESCRIPTION

**DRAINAGE IMPROVEMENTS ON
 18TH STREET AT US49
 TO BRICKYARD BAYOU
 CITY OF GULFPORT
 GULFPORT, MISSISSIPPI**



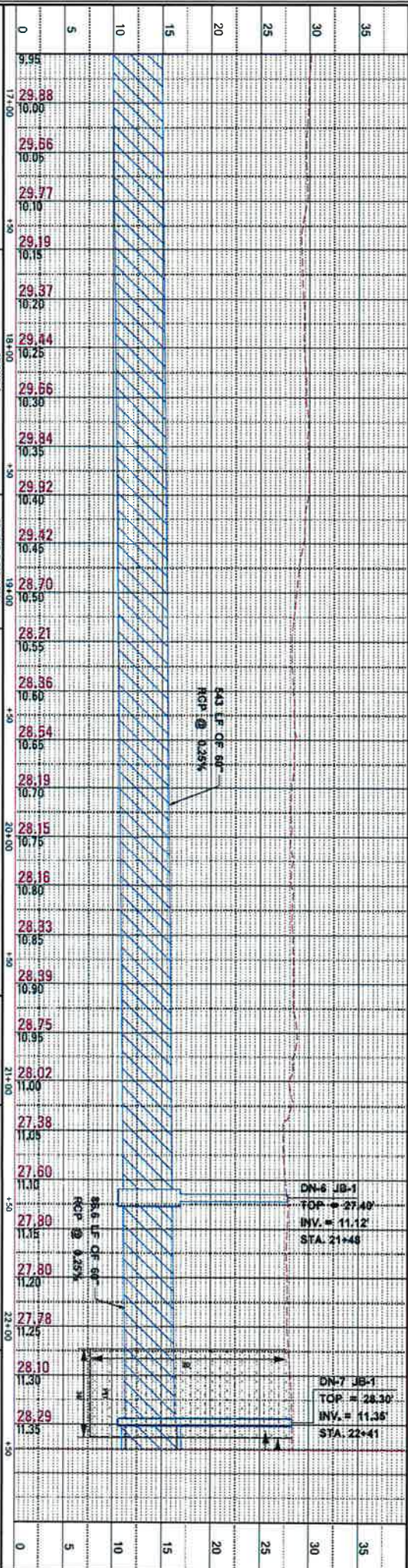
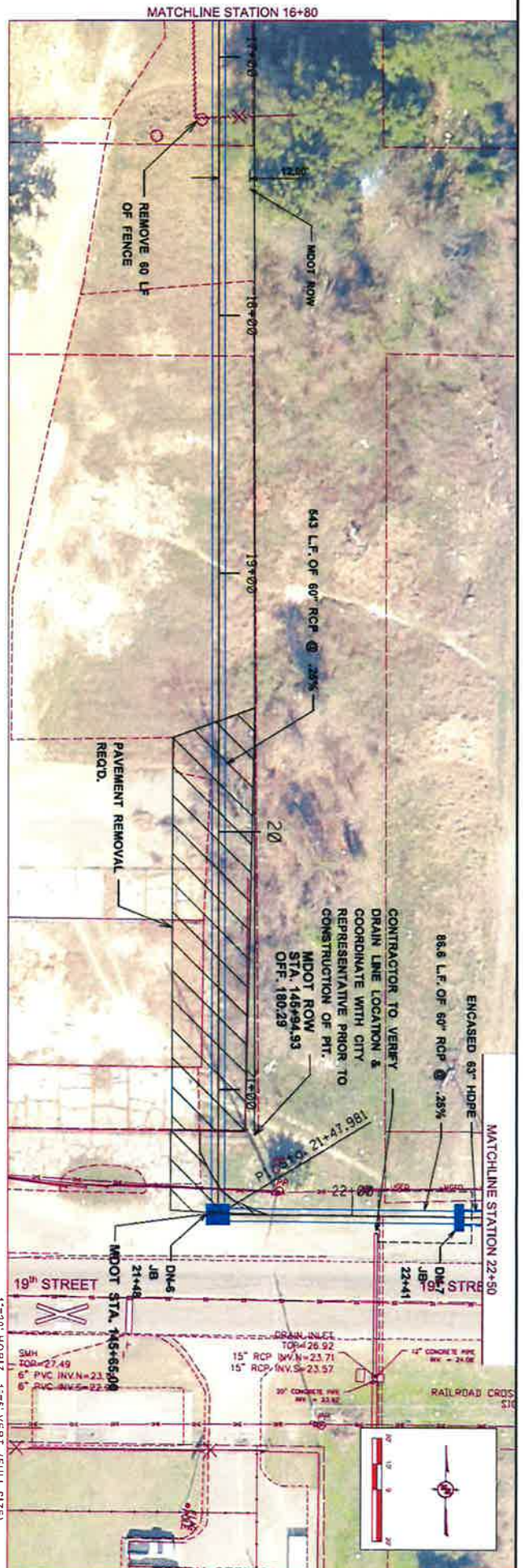
**BRICKYARD BAYOU
 PLAN & PROFILE STA.
 10+80 TO STA. 16+80**
 WORKING DRAWING: PP-3
 DRAWING NUMBER: 14

Sheet No.: 5 of 8

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

SCALE: 1" = 60'



NOTICE TO READING PUBLIC
NEI-SCHAFER INC., HEREBY certifies that the engineer has prepared this plan and profile for the project described herein and that the project is in accordance with the provisions of the Mississippi Department of Transportation Manual of Specifications and Standards for Construction of Highway Structures and the design of the project is in accordance with the provisions of the Mississippi Department of Transportation Manual of Specifications and Standards for Construction of Highway Structures.

NO.	DATE	BY	DESCRIPTION

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU CITY OF GULFPORT MISSISSIPPI

NEI-SCHAFER
Solutions you can build upon

BRICKYARD BAYOU PLAN & PROFILE STA. 16+80 TO STA. 22+50
WORKING NUMBER: PP4
DRAWING NUMBER: 15

Sheet No.: 6 of 8

Permit No.:

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

NOT TO SCALE



SECTION B-B

SECTION A-A

LIFT BAR

REINFORCING BAR LIST

BAR	SIZE	NUMBER	LENGTH
A	#4	2	$\sqrt{(2T)^2 + 21^2}$
B	#4	2	$2T - 6'$
C	#4	4	$2T - 6'$
D	#4	4	$H - 6'$
E	#4	2	$2T - 6'$

GENERAL NOTES:

- REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
- QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PRICING UNLESS APPROVED MODIFICATIONS ARE MADE.
- CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
- SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTSIDE SIDE.
- IF PIPES ARE SPACED MORE THAN 15' ON P. SLOPED PIPES, PROVIDE CONNECTIONS WITH ANOTHER OVERLAP. THE PIPES SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.
- CONSTRUCTION TO MEET WITH ENGINEER ALL BAR SIZES AND WALL THICKNESS WITHIN TO CONSTRUCTION. NOTES MAY BE REQUIRED UNDER PART 7027-A.

COMMON PIPE SIZE

PIPE SIZE	PIPE T	PIPE OPENING
18"	2 1/2"	6.603
24"	3"	8.881
30"	3 1/2"	11.159
36"	4"	13.437
42"	4 1/2"	15.715
48"	5"	17.993
54"	5 1/2"	20.271
60"	6"	22.549
66"	6 1/2"	24.827
72"	7"	27.105

AND/OR PIPE

PIPE SIZE	PIPE T	PIPE OPENING
24" x 12"	3/4"	6.803
30" x 12"	3/4"	8.881
36" x 12"	3/4"	10.959
42" x 12"	3/4"	13.037
48" x 12"	3/4"	15.115
54" x 12"	3/4"	17.193
60" x 12"	3/4"	19.271
66" x 12"	3/4"	21.349
72" x 12"	3/4"	23.427

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
 O OR SPAN = PIPE DIAMETER OR SPAN
 T = WIDTH OF SIDE 1 & SIDE 3
 H = WIDTH OF SIDE 2 & SIDE 4
 # = NO. OF BARS, SIDE OF EXTENDING PIPES
 = ROUND TO NEAREST WHOLE NUMBER

NOTICE TO DRAWING HOLDERS:
 NEIL-SCHAFFER, INC. HEREBY certifies that the drawings on this project were prepared by a duly licensed professional engineer and that the drawings were prepared in accordance with the provisions of the Mississippi Code of Annotated Statutes, Title 63, Chapter 17, Section 17-1-1. The drawings were prepared in accordance with the provisions of the Mississippi Code of Annotated Statutes, Title 63, Chapter 17, Section 17-1-1. The drawings were prepared in accordance with the provisions of the Mississippi Code of Annotated Statutes, Title 63, Chapter 17, Section 17-1-1.

REVISIONS

NO.	DATE	BY	DESCRIPTION

STANDARD INFORMATION

NO.	DATE	BY	DESCRIPTION

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 CITY OF GULFPORT MISSISSIPPI

JUNCTION BOX FOR PIPE CULVERTS

WORKING SOURCE: DET-3

DRAWING NUMBER: 26

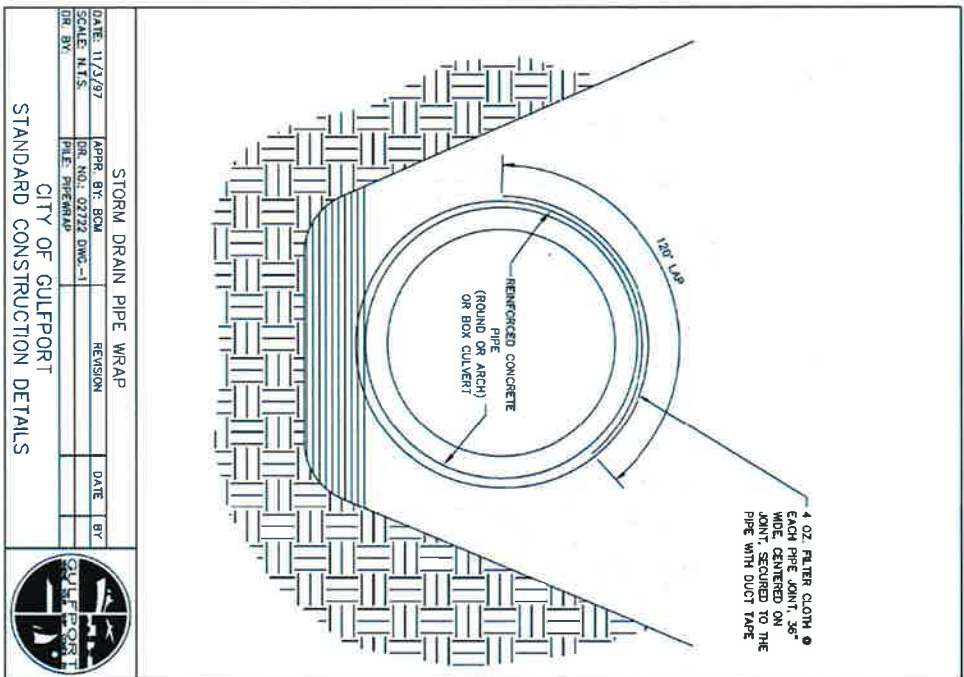


NOT TO SCALE

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

Sheet No.: 8 of 8

Permit No.: _____

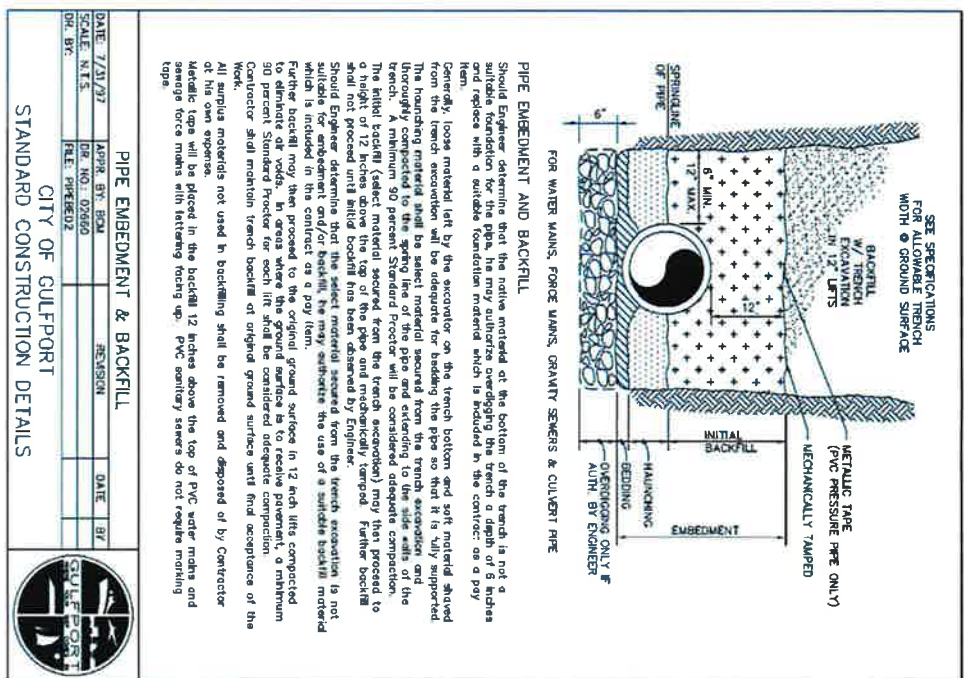


DATE	BY	REVISION	DATE	BY
11/3/97	BCM			

APPR. BY: BCM
DR. NO.: 02722 DWG.-1
FILE: PIPEWRAP



STORM DRAIN PIPE WRAP
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



DATE	BY	REVISION	DATE	BY
7/11/97	BCM			

APPR. BY: BCM
DR. NO.: 02660
FILE: PIPEBED2



PIPE EMBEDMENT & BACKFILL
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

NOTICE TO DRAWING HOLDERS
ALL CONTRACTORS, ENGINEERS, ARCHITECTS, AND OTHERS who are to use these drawings shall first obtain a copy of the drawings from the City of Gulfport, Mississippi. The drawings are the property of the City of Gulfport, Mississippi and shall remain the property of the City of Gulfport, Mississippi. No part of these drawings shall be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the City of Gulfport, Mississippi.

NO.	DATE	BY	DESCRIPTION	DATE	BY

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD WAY
CITY OF GULFPORT
GULFPORT, MISSISSIPPI

NEER-SCHAFFER
SOLUTIONS FOR YOUR BUSINESS

DRAINAGE DETAILS
DRAWING NUMBER: DET-5
DRAWING NUMBER: 28

" AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY."

Attachment "A"

Permit No.: 6-18-24-601-0512

Encasements

MDOT Supplemental Page 1 of 5

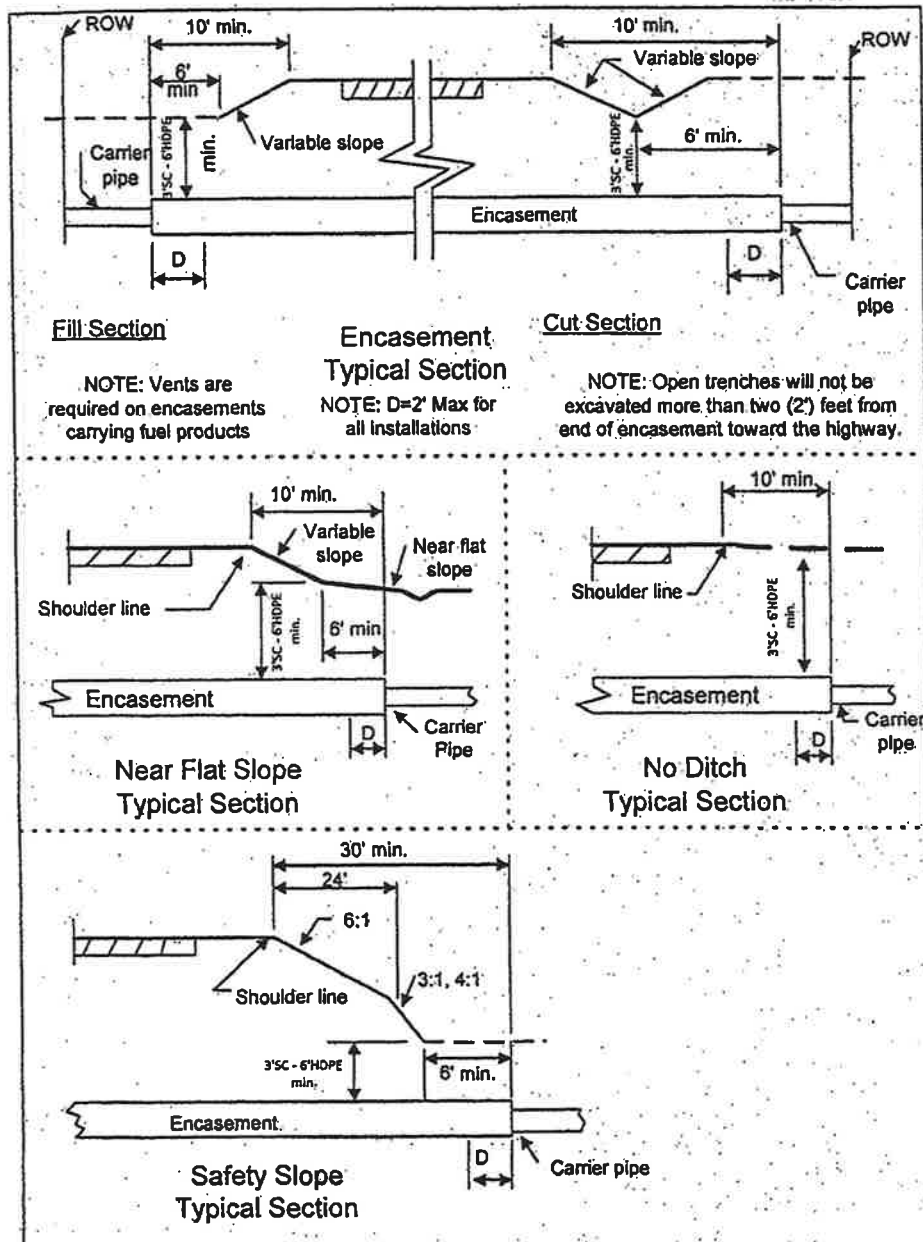
Product Bore Hole Diameter

To minimize potential damage from soil displacement/settlement by limiting the ratio of the bore hole to the product size, the size of the back reamer bit or pilot bit, if no back reamer is required, will be limited relative to the product diameter to be installed as follows:

Maximum Pilot or Back-Reamer Bit Diameter When Rotated 360 Degrees	
Outside Pipe Diameter Inches	Maximum Bit Diameter Inches
2"	4"
3"	6"
4" to 8"	Diameter + 4"
8" to 24"	1.5 x Diameter
Greater than 24"	Diameter + 12"

Should the contractor wish to use any size reamer outside of the guidelines listed above, a request must first be submitted in writing and approved by the District Engineer.

Any polyethylene gas pipeline that is permitted to be installed under the highway roadway must be encased and vented. All fuel carrier pipe which are required to be encased or on which encasements are used will be vented. Vents will be placed on the right of way line or not more than one foot inside the right of way and the top of the vent will be located three feet above the ground as a minimum. On Interstate crossing the encasements will extend two feet minimum past the right of way lines.



AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY
MDOT Supplemental Page 2 of 5

Permit No.: 6-18-24-601-0512

MDOT Supplemental Page 2 of 5

Worker Visibility

Code of Federal Regulations CFR 23 Part 634 final rule adopted November 24, 2006 becomes effective November 24, 2008. The rule requires that "All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear." All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation.

The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.

Upon the discovery of any historical artifacts within the state highway right-of-ways, the applicant will stop all work in and around the adjacent area, immediately, and notify the MDOT for approval to continue before any further work may proceed.

A COPY OF THE APPROVED PLAN IS TO BE KEPT AT THE WORK SITE AT ALL TIMES DURING CONSTRUCTION.

APPLICANT IS TO READ AND COMPLY WITH THE REQUIREMENTS OF THIS PERMIT.

UNDERGROUND CROSSINGS AND PARALLEL LINES SHALL HAVE A 3 FOOT MINIMUM COVER (6 FOOT FOR HDPE).

APPLICANT IS TO NOTIFY MDOT @ (601) 544-6511 48 HOURS IN ADVANCE OF BORING OPERATIONS AND NOTIFY MDOT WITHIN 48 HOURS UPON THE COMPLETION OF OPERATIONS.

ALL UTILITIES MUST BE CONFINED TO THE LAST 5' OF THE R. O. W.

ALL LOCAL ROADS ARE TO BE ENCASED.

Mississippi 811 ONE-CALL LAW

All persons preparing to dig must call Mississippi 811 or utilize our online F-locate system two days prior to the beginning of any work. Underground facilities will be marked using the color code system and then work may proceed.

Mr. Sid Worthy ~ MDOT (601.946.7429) shall be contacted for any MDOT locates. Mr. John Merritt ~ MDOT (601.506.0166) shall be contacted for MDOT signal locates.

The Mississippi Department of Transportation in granting this permit does not in any way assume the maintenance or upkeep of the facility of proposed improvement herein described. Nor, will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement regardless of the source or cause of such damage.

Upon the discovery of any historical artifacts within the state highway right-of-ways, the applicant will stop all work in and around the adjacent area, immediately, and notify the MDOT for approval to continue before any further work may proceed.

" AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY."

Permit No.: 6-18-24-601-0512

MDOT Supplemental Page 3 of 5

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

GENERAL EROSION CONTROL NOTES:

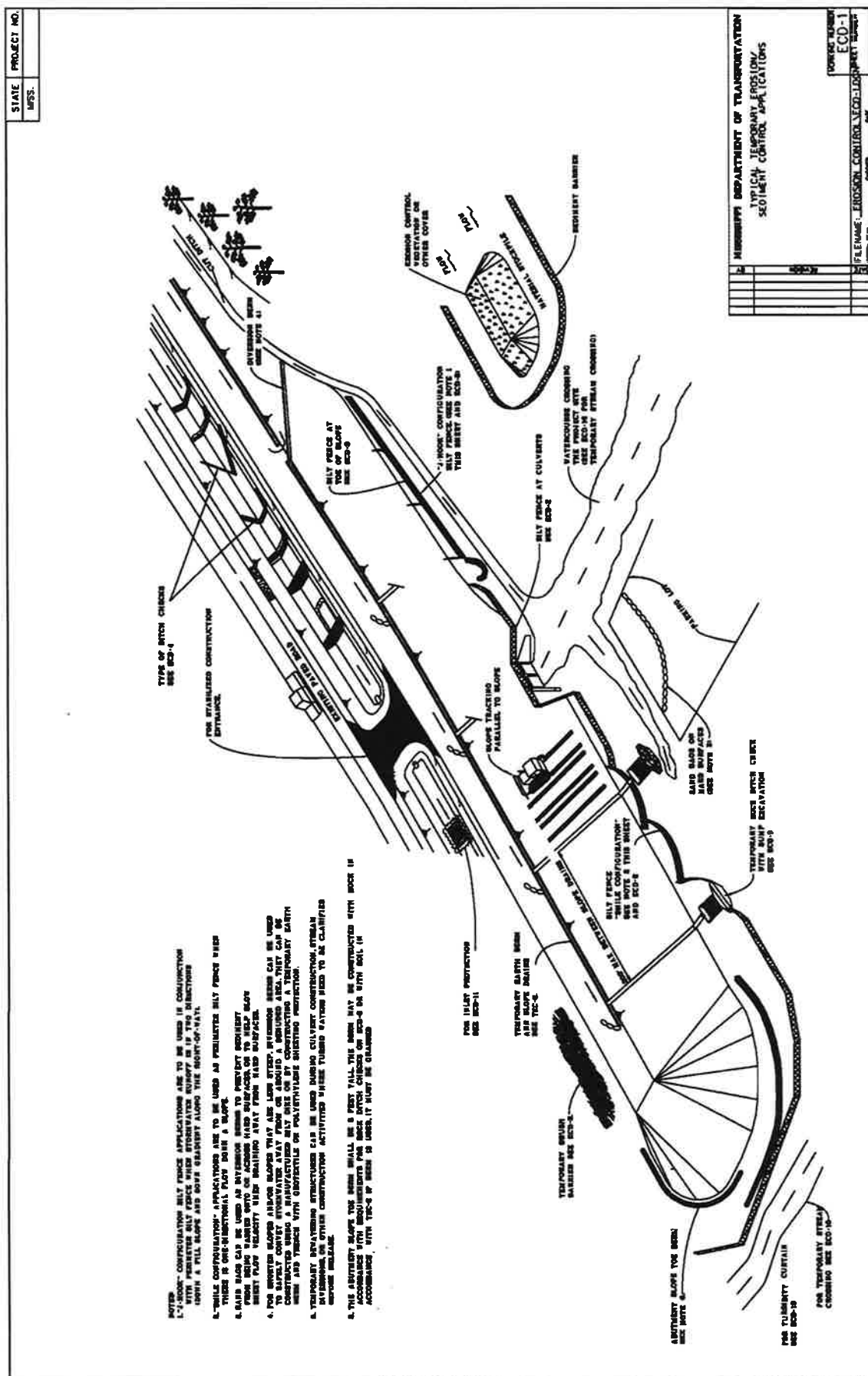
1. Erosion/sediment controls shall be placed and maintained using Best Management Practices (BMP's) as outlined in the Mississippi Department of Environmental Quality's "Planning and Design Manual for the Control of Erosion, Sediment, and Stormwater".
2. All erosion controls shall be installed in accordance with the details.
3. Temporary Erosion and Sediment Controls shall be installed prior to the start of any work. If required to remove the controls temporarily due to construction activities, the temporary erosion controls shall be reinstalled immediately once those activities are completed or at the end of the work day (whichever comes first).
4. Contractor is responsible for maintaining erosion controls throughout the duration of the project. The owner will have the authority to suspend all work and/or withhold payments for failure of the contractor to maintain proper maintenance of the Erosion Control Best Maintenance practices.
5. All equipment repair and maintenance shall be done offsite.
6. Receptacles shall be provided to properly dispose of all trash and waste. All construction debris shall be picked up at the end of each day and shall be removed completely from the site at the end of the project.
7. Accumulated sediment shall be removed from controls when it reaches 1/2 the height of the control. The sediment shall be properly disposed of so as not to cause sedimentation in another location.
8. The contractor is responsible for the removal of sediment that migrates into the storm drainage system.
9. The contractor is responsible for the removal of any sediment or construction debris that is tracked onto adjacent paved areas, adjacent streets shall be kept clean throughout construction and shall be cleaned with a street sweeper or similar technique immediately upon discovery of sediment. Washing down the street or other paved areas is not an acceptable form of cleaning.
10. Natural vegetation shall be maintained and protected wherever possible.
11. Temporary or permanent vegetative practices shall be implemented within seven calendar days when a disturbed area will be left undisturbed for thirty days or more.
12. Temporary erosion and sediment controls shall not be removed until permanent erosion controls (grass, landscaping, etc.) are established on all disturbed areas. Construction will not be considered complete until all temporary erosion controls are removed and permanent erosion controls are, effectively, established.
13. The contractor shall be required to furnish all materials and perform all work for the proper installation. Maintenance and removal of temporary erosion control measure necessary to control siltation. If there is no separate pay item for temporary erosion control measures, the cost of temporary erosion control shall be absorbed in other items bid.
14. Additional erosion and sediment controls may be deemed necessary if the controls found in this stormwater management plan are found to be ineffective.
15. Erosion and sediment controls shall be inspected weekly and following any rain event. Nonfunctioning, ineffective or damaged controls shall be repaired, replaced or supplemented with functional controls within 24 hours of discovery.
16. Any sediment that has migrated offsite whether onto public or private property shall be removed, immediately, upon discovery. The source of the breach shall, immediately, be located and corrected.

" AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY."

Permit No.: 6-18-24-601-0512

MDOT Supplemental Page 4 of 5

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



MISSISSIPPI DEPARTMENT OF TRANSPORTATION
TYPICAL TEMPORARY EROSION CONTROL APPLICATIONS

PROJECT NUMBER: ECD-1
 FILENAME: EROSION_CONTROL_APPLICATIONS.dwg

" AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY."

Permit No.: 6-18-24-601-0512

MDOT Supplemental Page 5 of 5

Note:

- 1) The Mississippi Department of Transportation in granting this permit does not in any way assume the maintenance or upkeep of the facility or proposed improvement herein described in this permit. Nor, will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement regardless of the source or cause of such damage.

- 2) Any facility or proposed improvements that are placed on the Mississippi Department of Transportation Right of Way and protrude above ground level, will require a permanent marker be placed (such as or similar to the Hydrant Markers shown below).

- 3) Bonds may be held for up to six months from the date certifying that all the work is complete. It is the applicant's responsibility to request a release of the bond.



#HYDRANT-E7

**5 Ft. & 7 Ft.
HYDRANT
MARKERS**

- Find hydrants easily in tall weeds or in snow
- Reinforced fiberglass shaft (virtually unbreakable)
- Heavy-duty spring mount
- High visibility both day & night



**Mississippi Department of Transportation
Completion of Work Certification**

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/(I), certify that the requirements of this permit including Attachment A (MND-002 Rev. 2-2004) have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

Printed Name of Applicant

Signature of Applicant

Underground Utility Permit RequirementsPreliminary Requirements for acquiring a permit

- 1300 Preliminary Requirements for acquiring a permit - All underground utility permits require accurate preliminary plans, including design, proposed location, vertical elevations and horizontal alignments of the facility based on the current National Geodetic Survey (NGS) Datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. Preliminary requirements shall be submitted prior to permit application approval.

***Preliminary requirements shall be submitted prior to permit application approval.**

Requirements upon completion of the permitted work

- 1301 Requirements upon completion of the permitted work - A duly authorized representative of the utility company shall certify in writing that all work has been done as per the approved permit, referenced in the preliminary requirements listed above. This certification shall be submitted immediately upon the completion of the work. Failure to provide the above information may result in the permit application being revoked and/or future permit applications being denied until all the required information has been received. MDOT reserves the right to require the permittee to expose a facility as needed for inspection. Noncompliance with the approved permit shall require the utility company to remove the newly installed line and replace it in the permitted location. All costs associated with the relocation of the noncompliant facility shall be solely at the utility company's expense.
- 1302 Service Lines - Permit requirements for service lines (providing service to residences and businesses) shall continue as per current MDOT rule with the exception that these permits shall include the location and depth of the service line in relation to the highway and right of way. In addition the permittee shall supply a certification letter to MDOT stating that the service line was installed as per the permit. Also any service line road crossing shall be potholed in each ditch in a cut section and 6 feet beyond the toe of the slope in fill sections. MDOT has the right to require the permittee to expose these crossings as needed for inspection.
- 1303 Additional Requirements - Above-ground appurtenances, including but not limited to those described herein, and areas around the appurtenances that would affect routine right of way maintenance operations shall be maintained by the utility company so that they are clearly visible. In the event that damage occurs to an appurtenance due to lack of maintenance on the part of the utility company, the utility company shall bear all responsibility for such damage.

Affective July 1, 2016 all permits will be required to place the permit drawings on the MND-003 Attachment A Form (legal size), drawing will be required to be drawn to scale and noted on form. For all other permit types, the drawings are required to be placed on the MND-005 Form (legal size). Failure to comply with these requirements may result in the permit being denied and returned to the applicant.

Tom King
Southern District Commissioner
Kelly R. Castleberry
District 6 Engineer

P. O. Box 551
Hattiesburg, MS 39403-0551
Telephone (601) 544-6511
FAX (601) 544-0227



Melinda L. McGrath
Executive Director
James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
GoMDOT.com

Oct. 16, 2018

City of Gulfport
Attention: Janis Dinardo/Robert K. Riemann
4050 Hewes Avenue
Gulfport, MS 39507

Enclosed, please, find your MDOT permit 6-18-24-49-0511. All applicants must make provision for materials and labor on their installations..

Thanks,

Pam Bradley
MDOT District Six
Post Office Box 551
Hattiesburg, MS 39403

or

(physical address):
6356 Highway 49
Hattiesburg, MS 39401

/plb .

enclosure

COPY 16-10 AMCFARLIN

MND-002
Rev. 2011

PERMIT NO. 6-18-24-49-0511

Applicant Contact Name: Janis Dinardo, P.E., Neel-Schaffer

Applicant Contact Phone #: 228-374-1211

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO CONSTRUCT PIPELINE ALONG
OR ACROSS STATE HIGHWAY AND AGREEMENT OF APPLICANT
GIVEN IN CONSIDERATION OF SAID PERMIT**

CITY OF GULFPORT *AMC*

(Please Print) Name: Robert K. Riemann, P.E. Address: 4050 Hewes Avenue

City	Company (or) Individual	State	Street/Route
Gulfport	Harrison	MS	39507
City	County	State	Zip Code

herein called the applicant, who at the present time proposes to construct a pipeline along or across Highway No. 49
between @ 18th Street and _____

Latitude (decimal degrees) 30.374411 Longitude (decimal degrees) -89.093102

in Harrison County, Mississippi, does hereby make application to the Mississippi Department of Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to construct the said pipeline mentioned above and shown herein below and in consideration of this permit being granted to said applicant for the construction of the pipeline, said applicant does hereby agree to construct the pipeline in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to all of the following provisions:

- (a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.
- (b) That the said Mississippi Department of Transportation may at any time require and compel the removal, reconstruction or relocation of said pipeline or any appurtenance thereto herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 65-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.
- (c) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that upon request of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the said Mississippi Department of Transportation. It is distinctly understood that said new location will be made or designated by said Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the said Mississippi Department of Transportation will use all reasonable effort to avoid the necessity of requesting that the herein mentioned facility be removed, moved, altered, or reconstructed.
- (d) The plan of proposed construction set out below is incorporated herein by reference and made a part of this application, as if fully copied out herein in words and figures.
- (e) It is agreed that this permit is void if all work shown on this plan is not completed in accordance with this plan within one year after date of approval.
- (f) It is expressly agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the construction or maintenance of this work or facility except as expressly shown herein below.
- (g) All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.
- (h) The applicant is responsible for any conflicts with other utilities on the highway right-of-way and is to secure permission from said utilities for said conflicts and for any necessary alterations.
- (i) The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.
- (j) All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.
- (k) A copy of the approved plan is to be kept at the site of the work at all times during construction.
- (l) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit.

V
N
L
J
C

MND-002
Rev. 2011

PERMIT NO. _____

Witness my signature this 1st day of October 20 18, which is applicable to sheets 1
through _____ of permit number _____.

Rob K. Riemann
Signature of Applicant

By: Robert K. Riemann, P.E., Director of Engineering
Printed Name and Title

STATE OF MISSISSIPPI
COUNTY OF Harrison

Personally appeared before me, the undersigned authority, Robert K Riemann whose
names(s) is subscribed to this instrument as the _____ of
City of Gulfport who having been first fully sworn acknowledged that they

is/are subscribed to this instrument as the _____ of _____
Name of Company (or) Individual

executed the above agreement as the act and deed of the said applicant for the purpose and consideration and in the capacity therein expressed and on the date above written.

Given under my hand and seal of office this the 1st day of October 20 18

My Commission Expires: 9/8/2020

[Signature]
Signature of Notary Officer



Field Inspection By: Anthony M. McInnis ^{sw} 10/5 20 18

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

James Williams
Deputy Executive Director/Chief Engineer

By: [Signature] 10-15 20 18

Installation Inspection By: _____ 20 _____

MND-002
Rev. 2011

PERMIT NO. _____

Mississippi Department of Transportation
Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/(I), certify that the requirements of this permit including Attachment A (MND-002 Rev. 2-2004) have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

Robert K. Riemann, P.E., Director of Engineering

Printed Name of Applicant



Signature of Applicant

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKING, DRY BORING, BORING WITH DRILLING FLUID,
TUNNELING AND DIRECTIONAL BORING**

NOTICE:

Before jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, written approval must be obtained from the District Engineer on the method to be used. The District Engineer reserves the right to require a change in the method when, due to soil conditions or other reasons, the desired results are not being obtained.

Before any jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, the District Engineer will be advised, in writing, whether the work will be performed by the applicant's forces or by contract and, if by contract, the name of the contractor.

Jetting will not be permitted.

Any overcutting exceeding the tolerances set forth in this document shall be filled immediately with flowable fill or other approved materials.

The applicant shall be responsible for correction of any distortion caused by his/her operation on any road, street, frontage road, ramp, conventional highway, partially controlled highway, fully controlled access highway and/or roadway cross-section. The method of correction shall be approved by the District Engineer.

Failure to comply with the requirements for jacking, dry boring, boring with drilling fluid, tunneling, and/or directional boring operations or failure to comply with the approved permit requirements shall be cause for canceling the permit.

The applicant, by signing this document, certifies that the design and type of materials and method of operations are of the industry standard where the industry standard is indicated below.

JACKING

JACKING will be accomplished as follows:

Pushing or jacking of casing or carrier pipes under the highway larger than three and one half (3-1/2) inches in diameter is prohibited. All casing or carrier pipe will be of strength sufficient to withstand the stress resulting from jacking pressures.

DRY BORING

DRY BORING will be accomplished as follows:

For pipes greater than eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two (2) inches (Pipe O.D. + 2"). For pipes less than or equal to eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus one (1) inch (Pipe O.D. + 1").

Water bearing sands and muck soils will be well pointed as necessary prior to commencing the bore.

All bores will be accomplished with the auger inside the casing or carrier pipe with the cutting edges positioned just ahead of the pipe except as follows:

- (1) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores eight (8) inches or less in diameter in dense consolidated soils.
- (2) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores three (3) inches or less in diameter in loose sandy soils or other soils which easily cave or spall.

Care should be exercised at all times to keep the auger properly positioned within the casing or carrier pipe and to maintain sufficient forward pressure upon the casing or carrier pipe to quickly run through any pockets of loose soil.

All boring with or without the auger inside the casing or carrier pipe will be carefully observed for comparison between the amount of cuttings removed from the hole and the diameter of the bore, together with the distance the auger has traveled in the bore. An excessive amount of cuttings removed from the bore indicates caving or spalling of the bore wall, in this case, the bore shall be stopped until a method for completing the bore acceptable to the Mississippi Department of Transportation has been agreed upon.

An acceptable fluid may be introduced by gravity flow approximately three (3) feet back of the forward end of the casing or carrier pipe to lubricate the cuttings in order to facilitate the removal thereof; however, the excessive use of such fluid causing undue flow back and erosion of the bore is prohibited.

BORING WITH DRILLING FLUID

Boring with Drilling Fluid will be accomplished as follows:

The maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two inches (Pipe O.D. + 2") with an open type bit that leaves the cuttings in place.

The design and type of drilling fluid and the method used for the boring with drilling fluid work shall be of the industry standard.

Drilling fluid is used to lubricate the cutters or reamers, consolidate the cuttings into plugs of appropriate length, seal the wall of the bore to form a filter cake in order to prevent cave-ins or spalling, maintain the arch, and lubricate the bore for easy removal of masses or plugs of cuttings from the bore by using compressed air and for the installation of the casing or carrier pipe immediately thereafter. The excessive use of drilling fluid that causes undue flow back and erosion of the bore may be a violation of the approved method and, pending a Department evaluation, be cause for canceling the permit.

When boring in sandy subsoils, fine sands, water-bearing sands, or any solid which easily spalls or caves, the bores entrance will be plugged or dammed in order to retain both the drilling fluid and the cuttings within the bore until the time immediately before the casing or carrier pipe is installed. Water bearing sands and mucky soils will be pointed as necessary prior to commencing the bore. When drilling through dense consolidated soils, the cuttings may be partially removed from the hole in approximately three (3) foot plugs by the use of compressed air or by retraction of the cutter or reamer. No cutter or reamer larger than three (3) inches in diameter shall have holes therein larger than five sixteenth (5/16) inches in diameter through which drilling fluid is forced during boring.

TUNNELING

Tunneling will be accomplished by the following methods:

First, using jacking equipment where the pipe is aimed and jacked ahead as the earth is excavated by hand or with the aid of mechanical tools just ahead of the pipe end, OR

Second, when enough opening for the tunnel is excavated ahead, the tunnel liner plates are bolted together to extend the liner until it is complete.

In both methods, the pipe or tunnel must be of sufficient size to permit entry, excavating ahead, and disposal of the material through the pipe or tunnel. Excavation around the pipe or liner should be the minimum necessary for jacking or working clearances.

The pipe specifications used in the tunneling method of the crossing installation shall comply with the same specifications for pipe used for jacking and boring.

The tunnel liner plate or section specifications shall be fabricated of galvanized steel of the proper gauge and section modulus to withstand the live load and fill height. In acid soil areas, the liner will be required to be asphalt coated. If used as a cross drain, a paved invert may be required.

All pipe or liner tunneled will be fitted with grout vents and grout pumped into the voids around the pipe or liner at not less than 45 psi. The design and spacing of the vents, the grout mixture and method used for filling the void between the finished tunnel and outline of the excavation shall be of the industry standard.

DIRECTIONAL BORING

Directional boring will be accomplished by the following method:

A pilot hole is drilled beginning at a prescribed angle from horizontal and continues across the obstruction along a design profile made of straight tangents and long radius arcs.

Once the pilot hole is made, the casing or carrier line can be pulled through. The casing or carrier line is prefabricated on the bank opposite the drilling rig. A reamer is attached to the drill string and then connected to the casing or carrier line pull head via a swivel. The swivel prevents any translation of the reamer's rotation into the casing or carrier line string allowing for a smooth pull in to the drilled hole. The drilling rig then begins the pullback operation, rotating and pulling on the drill string and once again circulating high volumes of drill slurry. The pull back continues until the reamer and casing or carrier line returns to the drilling rig.

The design and type of drilling slurry and method used for the drilling operation shall be of the industry standard.

Signed: Robert K. Ruvins
Name of Party Signing Application

DIRECTOR OF ENGINEERING 10-1-18
Title Date

Field Inspection By: Anthony M. McInnis 10/5 20 18

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION
James Williams
Deputy Executive Director/Chief Engineer

By: [Signature] 10-15 20 18

Installation Inspection By: _____ 20 _____

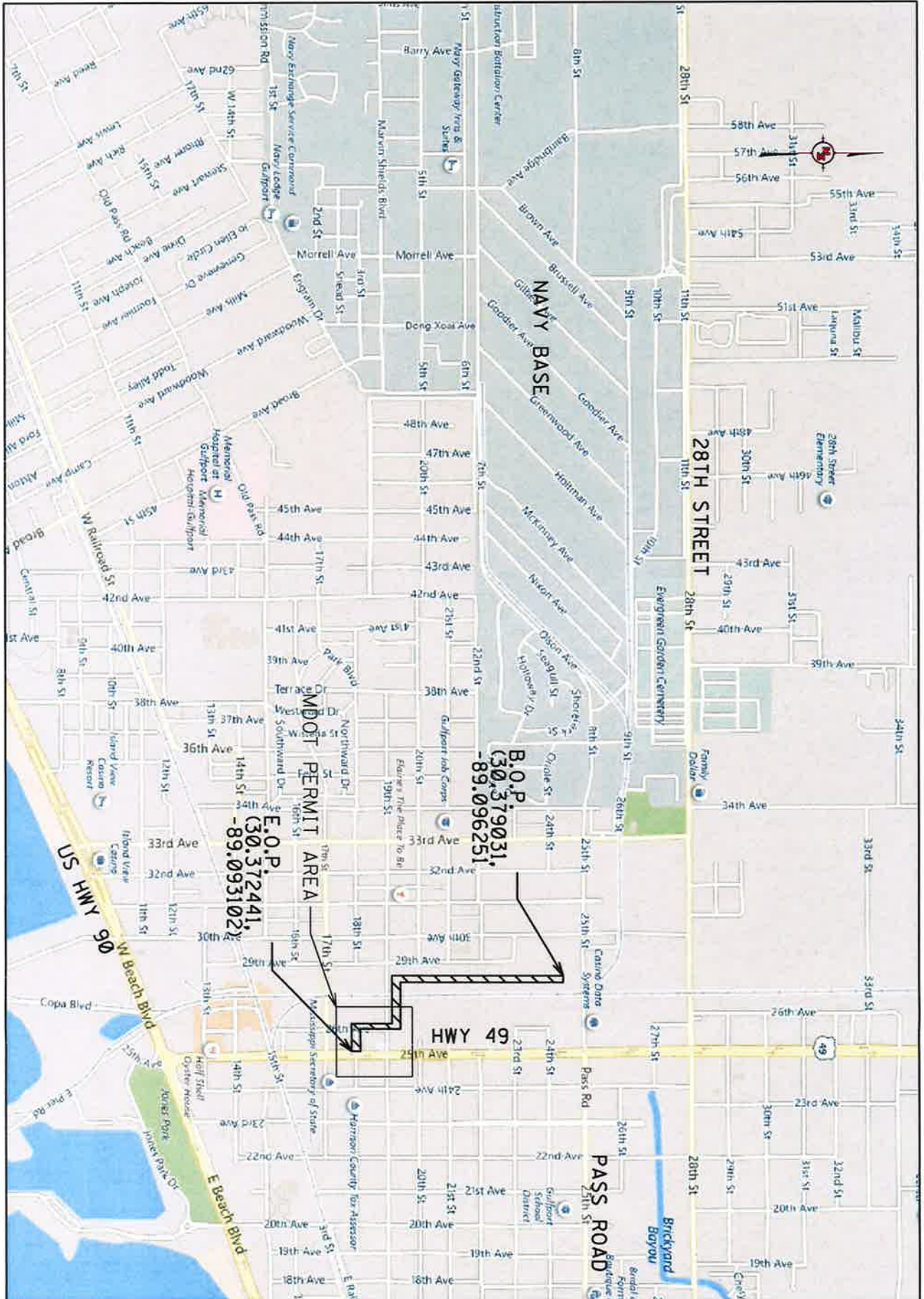
Sheet No.: 1 of 10

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



VICINITY MAP

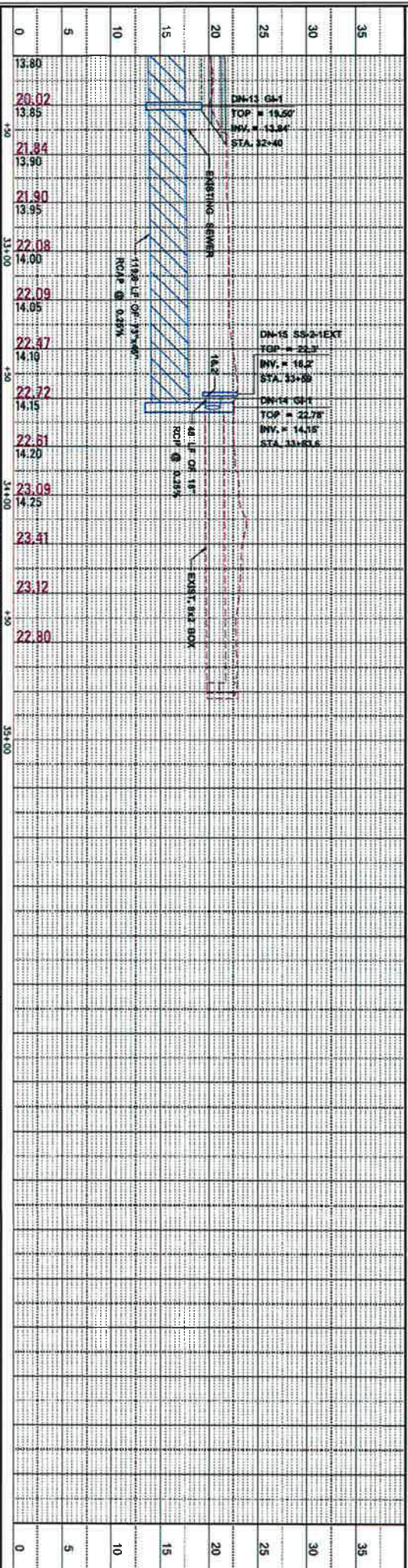
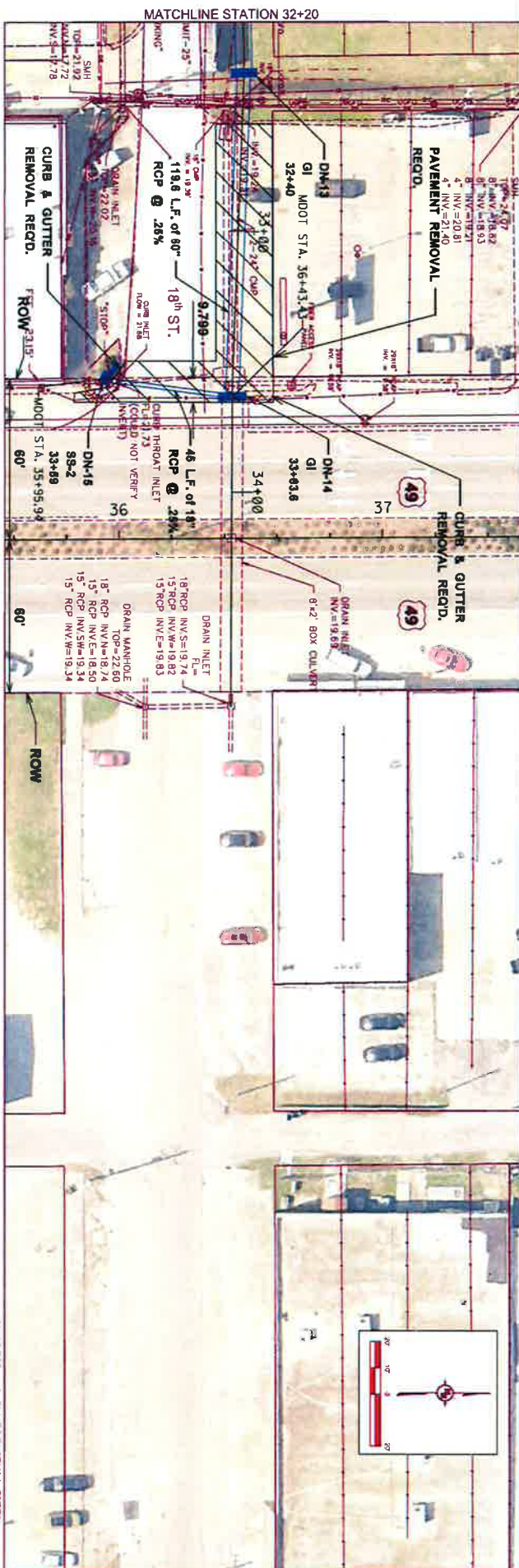


Sheet No.: 2 of 10

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

SCALE: 1" = 60'



NOTICE TO READING PANEL

THESE DRAWINGS AND SPECIFICATIONS REFERRED TO AS THE ENGINEER'S CONTRACT DOCUMENTS, INCLUDING THIS DRAWING, SHALL NOT BE USED FOR ANY OTHER PROJECT OR PURPOSE. THIS DRAWING SHALL NOT BE USED FOR ANY OTHER PROJECT OR PURPOSE. THIS DRAWING SHALL NOT BE USED FOR ANY OTHER PROJECT OR PURPOSE. THIS DRAWING SHALL NOT BE USED FOR ANY OTHER PROJECT OR PURPOSE.

NO.	DATE	BY	DESCRIPTION

DRAINAGE IMPROVEMENTS ON 18TH STREET AT BRICKYARD BAYOU TO BRICKYARD BAYOU CITY OF GULFPORT, MISSISSIPPI

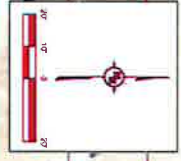
NO.	DATE	BY	DESCRIPTION

NEEL-SCHAFFER
 SOLUTIONS YOU CAN BUILD UPON

BRICKYARD BAYOU PLAN & PROFILE STA. 32+20 TO E.O.P.

WORKING NUMBER: PP-7
 DRAWING NUMBER: 18

1"=20' HORZ. 1"=5' VERT. (FULL SIZE)

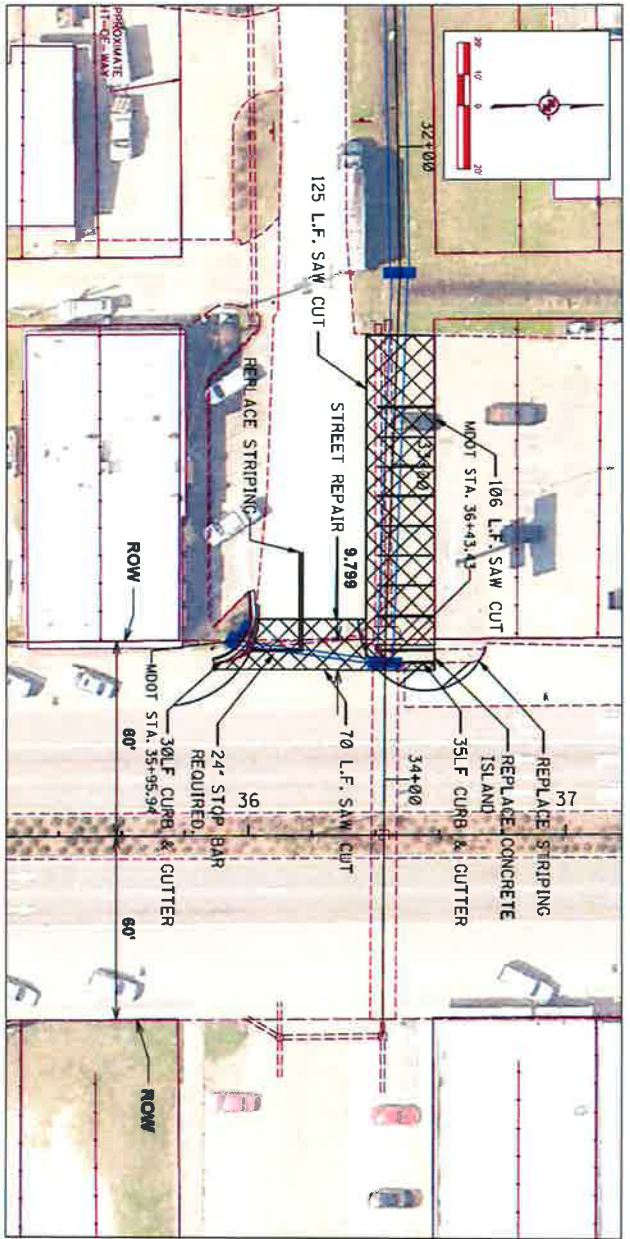


Sheet No.: 3 of 10

Permit No.:

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

SCALE: 1" = 60'

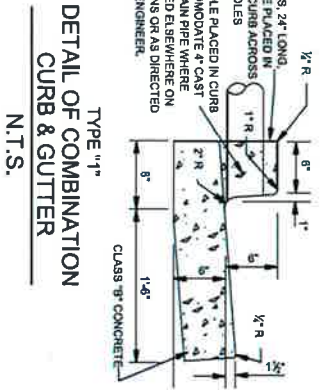


NOTICE TO DRAWING HOLDER
THIS DRAWING AND INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION. IT IS TO BE USED ONLY FOR THE PROJECT AND AT THE LOCATION SPECIFICALLY IDENTIFIED ON THIS DRAWING. IT IS TO BE USED ONLY FOR THE PROJECT AND AT THE LOCATION SPECIFICALLY IDENTIFIED ON THIS DRAWING. WITHOUT LIMITATION, THIS DRAWING IS TO BE USED ONLY FOR THE PROJECT AND AT THE LOCATION SPECIFICALLY IDENTIFIED ON THIS DRAWING. WITHOUT LIMITATION, THIS DRAWING IS TO BE USED ONLY FOR THE PROJECT AND AT THE LOCATION SPECIFICALLY IDENTIFIED ON THIS DRAWING.

NO.	DATE	BY	DESCRIPTION

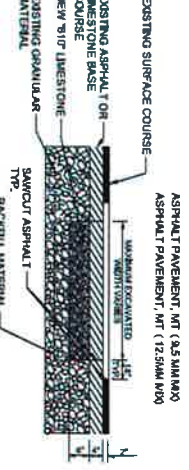
NO.	DATE	BY	DESCRIPTION

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU
CITY OF GULFPORT
GULFPORT, MISSISSIPPI



DETAIL OF COMBINATION CURB & GUTTER
TYPE "1"
CLASS "B" CONCRETE
N.T.S.

- NOTES**
- EXISTING GRANULAR MATERIAL, NEW BACKFILL MATERIAL, AND NEW 8\"/>
 - TACK COAT SHALL BE APPLIED WHERE NEW ASPHALT MEETS EXISTING ASPHALT AND SHALL BE COST ABSORBED.
 - REFER TO OTHER DETAILS FOR UTILITY PLACEMENT. PAVEMENT SHALL BE PLACED OVER EXISTING PAVEMENT OR OVER NEW PAVEMENT FROM OTHER DETAILS. PAINTED TRAFFIC MARKINGS PER LUMP SUM.
 - MAXIMUM EXCAVATED WIDTH REFERS TO THE MAXIMUM WIDTH THAT WILL BE USED FOR COMPACTION OF APPROPRIATE PAVEMENT TYPE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE PROPERLY OR EASEMENT AND THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE RESPONSIBLE FOR DETERMINING THE LIMITS OF EXCAVATION FOR POINT REPAIRS SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.



ASPHALT STREET REPAIR DETAIL
N.T.S.



BRICKYARD BAYOU GEOMETRIC PLAN
WORKING NUMBER: GEO-1
DRAWING NUMBER: 19



NOT TO SCALE

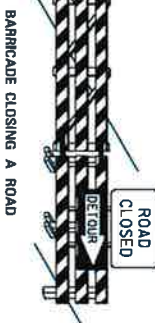
Sheet No.: 4 of 10
 Permit No.:

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



STANDARD BARRICADES

1. A TYPE I BARRICADE CONSISTS OF ONE HORIZONTAL RAIL SUPPORTED BY A DIAGONAL RAIL. TYPE I BARRICADES ARE USED ON LOCAL STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO HORIZONTAL RAILS ON A LIGHT 4x4 FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL, AS FOR EXAMPLE, ON CITY STREETS, OR FOR TEMPORARY OVERTIME USE. CONTINUOUS DELIMITING OF A RESTRICTED HIGHWAY, OR FOR TEMPORARY OVERTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE HORIZONTAL RAILS SUPPORTED BY FIXED POSTS. A RIGID SIDING, A HEAVY DEFORMABLE FRAME ON A HEAVY, HINGED 4" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS TIME BARRICADES AND AT ROAD CLOSURES WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE PAINTING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE STANDARDS ON OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW ON RAIL FACE.
8. FOR ADDITIONAL INFORMATION ON DETAILS, SEE MOST LATEST EDITION.



BARRICADE CLOSING A ROAD

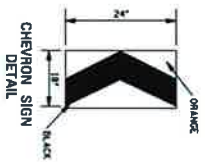
TYPE OF FRAME	BARRICADE CHARACTERISTICS		
	I	II	III
WIDTH OF RAIL #	6" MIN. - 12" MAX.	6" MIN. - 12" MAX.	6" MIN. - 12" MAX.
LENGTH OF RAIL #	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIP #	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 (2 FACING TRAFFIC IN ONE DIRECTION & 1 FACING TRAFFIC IN TWO DIRECTIONS)
TYPE OF FRAME	LIGHT	LIGHT	POST ON SOID

1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS SHALL HAVE A MINIMUM OF 218" OF REFLECTIVE AREA FACING TRAFFIC.



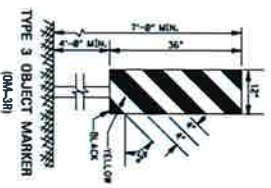
WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES MOUNTED ON THE SHOULDER OR ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SKEWED OR A MOUNTING ON RESTRICTED HIGHWAY. WING BARRICADES MAY BE USED AS A WARNING FOR THE ADVANCE WARNING STOPS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
 - A. IN ADVANCE OF A CONSTRUCTION PROJECT WHEN NO OTHER BARRICADES ARE USED.
 - B. IN ADVANCE OF ALL WORK ON CLOSED ROADWAY OPERATIONS.



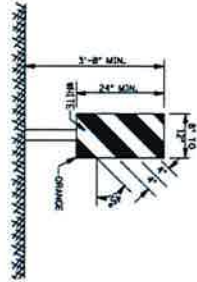
CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE WARNING OR AN ADVANCE STOPPING SIGN AND SHALL BE PLACED IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST ON RIGID SIDING.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE AND SHALL BE PLACED PERPENDICULARLY 2'-0" BEHIND THE LINE TRANSITION STRIPE.



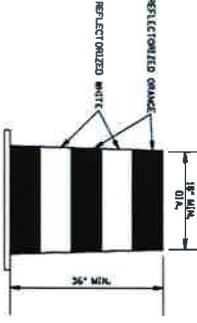
TYPE 3 OBJECT MARKER (OM-3H)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3H IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE NUMBER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



VERTICAL PANEL

1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 18" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
 2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP AND BOTTOM EDGES PARALLEL TO THE HORIZONTAL ON A SQUARE LIGHTBULB POST.
 3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A FACED TRAFFIC REFLECTORIZED BACK-TO-BACK PANELS SHALL BE USED.
 4. FOR TEMPORARY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.
- GENERAL NOTES
1. WARNINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SPECIFICATIONS.
 2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPOSURE METHOD FOR REFLECTORIZED ORANGE AND WHITE STRIPES. THE DRUMS SHALL BE MOUNTED WITH THE HORIZONTAL STRIPES ON THE END OF THE DRUM.
2. DRUMS SHOULD NEVER BE PLACED IN THE HIGHWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL, PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 5'-0" FROM THE END OF TRAVELED LANE.

NOTICE TO DRAWING HOLDERS

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NO.	DATE	BY	DESCRIPTION

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU CITY OF GULFPORT MISSISSIPPI

NO.	PROJECT NO.	DATE



TRAFFIC CONTROL DETAIL

WORKING NUMBER:	DRAWING NUMBER:
TCP-1	09

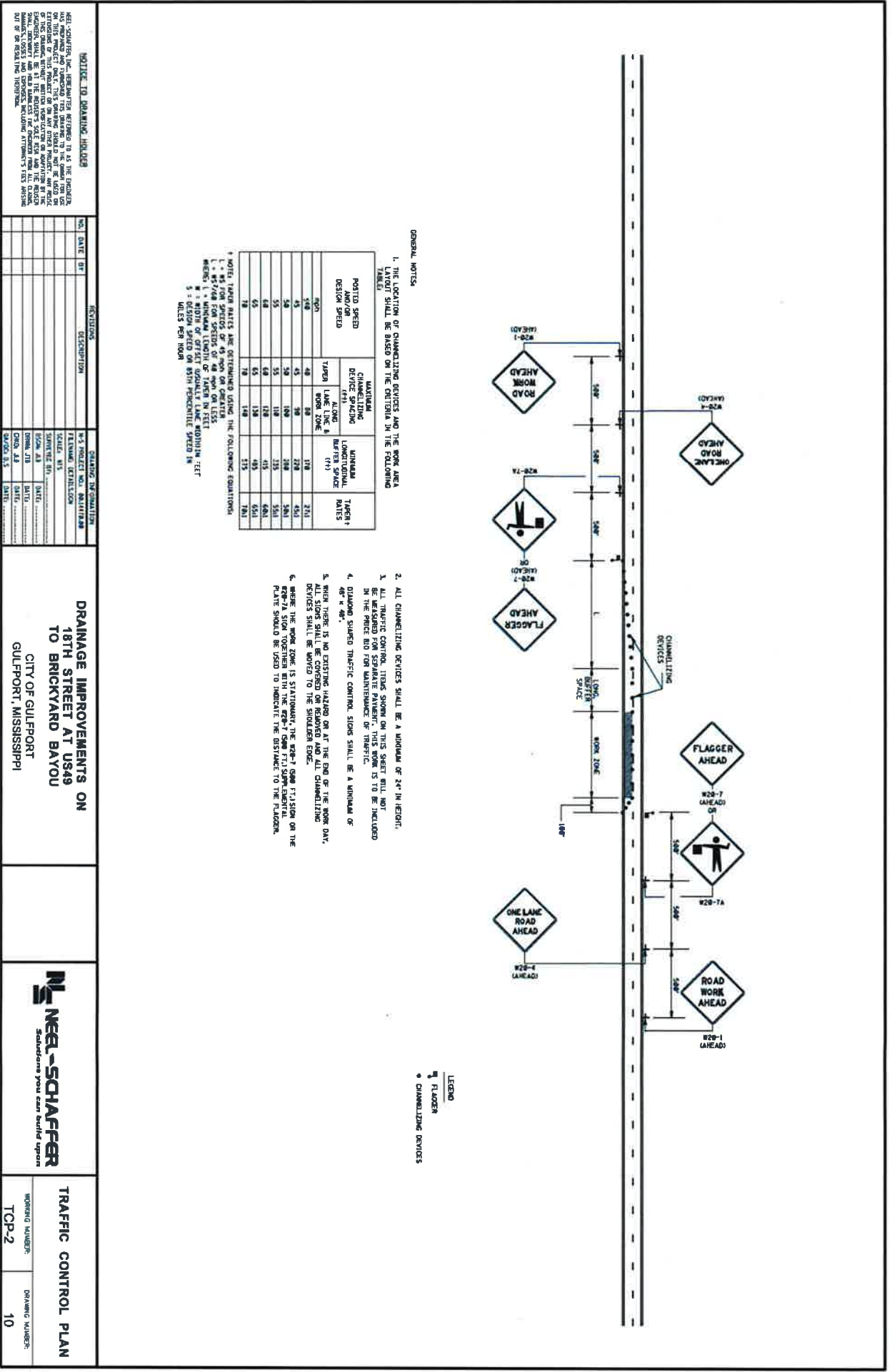
Sheet No.: 5 of 10

Permit No.:

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



NOT TO SCALE



GENERAL NOTES

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE
- | POSTED SPEED AND/OR DESIGN SPEED | CHANNELIZING DEVICES (TYP.) ALONG TAPER | MINIMUM LONGITUDINAL BUFFER SPACE | TAPER TAPER 1 |
|----------------------------------|---|-----------------------------------|---------------|
| 40 | 48 | 170 | 271' |
| 45 | 45 | 160 | 258' |
| 50 | 42 | 150 | 245' |
| 55 | 39 | 140 | 232' |
| 60 | 36 | 130 | 219' |
| 65 | 33 | 120 | 206' |
| 70 | 30 | 110 | 193' |
- * NOTES: TAPER RATES ARE OBTAINED USING THE FOLLOWING EQUATIONS:
 1. $L = 45 \text{ FEET PER SPEED OR } 45 \text{ FEET PER HOUR}$
 2. $L = 1.5 \text{ FEET PER SPEED OR } 1.5 \text{ FEET PER HOUR}$
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2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL TAPES SHOWN ON THIS SHEET WILL NOT BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. CHANNELIZING TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" HIGH.
5. WHEN THERE IS NO EXISTING FLAGGER OR AT THE END OF THE WORK DAY, TRAFFIC CONTROL DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHEN THE WORK ZONE IS STATIONARY, THE OPERATOR SHALL PLACE THE FLAGGER SIGN ON THE PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.



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NO.	DATE	BY	DESCRIPTION	ISSUE NO.	DATE

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU CITY OF GULFPORT GULFPORT, MISSISSIPPI



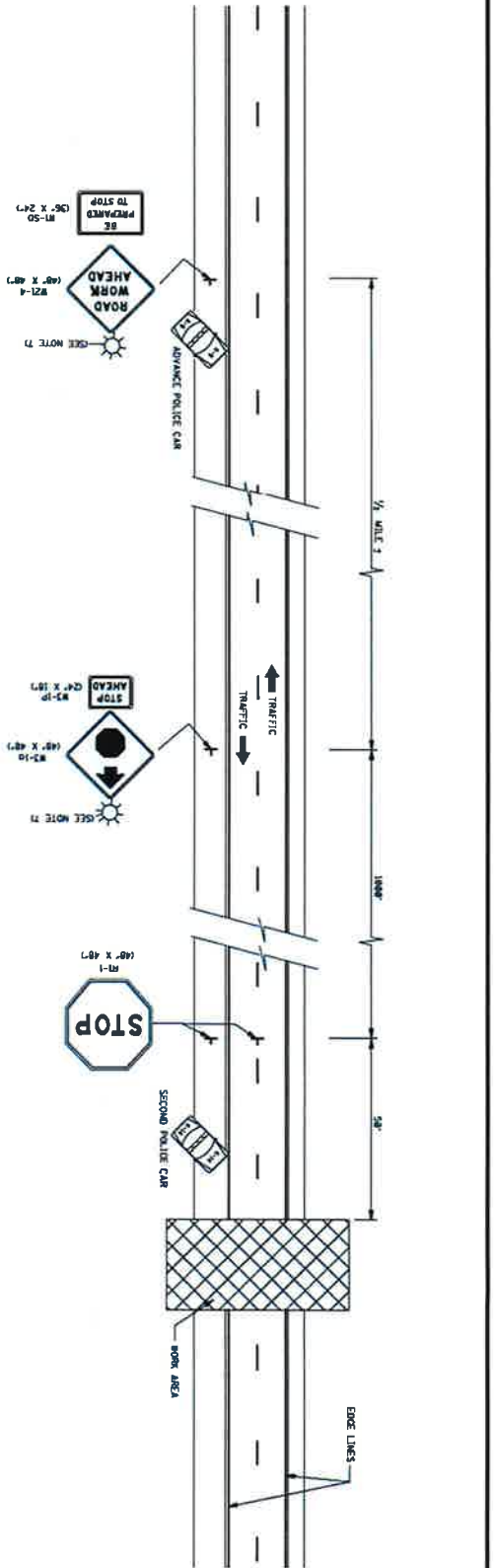
TRAFFIC CONTROL PLAN
 WORKING NUMBER: TCP-2
 DRAWING NUMBER: 10

Sheet No.: 6 of 10

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

NOT TO SCALE



GENERAL NOTES

1. THIS TYPE OF HIGHWAY CLOSURE SHALL COMPLY WITH SECTION 107.05 OF THE MISSISSIPPI CODE OF REVENUE. THE DURATION OF CLOSURE WILL NOT EXCEED THAT WHICH IS NECESSARY TO COMPLETE THE PROJECT. THE CLOSURE SHALL BE CLOSED AND REOPENED VIA THIS PROCEDURE. A MINIMUM PERIOD OF 15 MINUTES SHALL BE MAINTAINED AFTER THE CLOSURE IS COMPLETED. THE APPROVAL OF THE ENGINEER.
2. AT LEAST TWO POLICEMEN AND TWO POLICE CARS SHALL BE PROVIDED ON EACH APPROACH TO THE CLOSURE. POLICEMEN SHALL WEAR HIGHLY VISIBLE SAFETY VESTS AND HAVE A ROOF MOUNTED ROTATING BLUE LIGHT ON LIGHT BAR.
3. ROAD CLOSURES ARE NOT PERMITTED ON HOLIDAYS OR BETWEEN THE HOURS OF 6:00 AM TO 8:00 PM ON MONDAY THROUGH FRIDAY, EXCEPT BY PERMISSION OF THE ENGINEER.
4. THE ADVANCE POLICE CAR AND THE #21-4 (48" X 48") AND #21-5 (48" X 48") SIGNS SHALL BE MOVED BACK AS VEHICLES ARE BY THE QUELINDO OF STOPPED VEHICLES.
5. TRAFFIC CONTROL FOR THE CLOSURE SHALL BE AS FOLLOWS:
 - a. FLEETED POLICE CARS, LIGHTS AND SIGNS ERECTED.
 - b. #21-4 (48" X 48") AND #21-5 (48" X 48") SIGNS ERECTED.
 - c. SIGNS ERECTED.
 - d. SECOND POLICE CAR, LIGHTS AND SIGNS ERECTED.
 - e. STOP TRAFFIC. THE ORDER OF DIRECTION SHALL BE IN THE FOLLOWING ORDER FROM SOUTH TO NORTH:
 - i. POLICEMEN SHALL BE REMOVED IN THE FOLLOWING ORDER:
 - A. WITH TRAFFIC STOPPED REMOVE THE #1-1 SIGN FROM THE SHOULDER ON THE RIGHT SIDE OF THE ROAD.
 - B. WITH TRAFFIC STOPPED REMOVE THE #1-1 SIGN FROM THE SHOULDER ON THE LEFT SIDE OF THE ROAD.
 - C. AFTER ALL CARS HAVE RESUMED APPROXIMATELY NORMAL SPEED, THE #21-4 (48" X 48") AND #21-5 (48" X 48") SIGNS SHALL BE REMOVED IN THE FOLLOWING ORDER:
 - A. #21-5 (48" X 48") SIGNS SHALL BE REMOVED.
 - B. #21-4 (48" X 48") SIGNS SHALL BE REMOVED.
6. TRAFFIC CONTROL SHALL BE REMOVED IN THE FOLLOWING ORDER:
 - a. WITH TRAFFIC STOPPED REMOVE THE #1-1 SIGN FROM THE SHOULDER ON THE RIGHT SIDE OF THE ROAD.
 - b. WITH TRAFFIC STOPPED REMOVE THE #1-1 SIGN FROM THE SHOULDER ON THE LEFT SIDE OF THE ROAD.
7. UNILLUMINATED SIGNS OF HIGHWAYS SHALL NOT BE REMOVED DURING HOURS OF DARKNESS EXCEPT WHEN THE HIGHWAY MUST BE CLOSED DURING HOURS OF DARKNESS. ALL SIGNS SHALL BE REMOVED FROM THE ROADWAY AS SOON AS POSSIBLE. ALL SIGNS SHALL BE USED ON EACH #21-4 AND #21-5 SIGN.
8. IF AN ENTRANCE RAMP IS LOCATED BETWEEN THE #21-4 AND #1-1, THE #21-4 (48" X 48") AND #1-1 (48" X 48") SIGNS SHALL BE ERECTED ON THE RAMP SHOULDER.
9. STOP #1-50 (36" X 24") IS 4' SERIES "C" BLACK LETTER AND BORDER ON ORANGE BACKGROUND.
10. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL BE REMOVED FROM THE ROADWAY BY THE MAINTENANCE OF TRAFFIC INCLUDING SIGNING POLICE SERVICES.
11. THE ABOVE QUANTITIES WILL APPLY TO EACH APPROACH TO THE CLOSURE.

NO.	DATE	BY	DESCRIPTION

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU CITY OF GULFPORT MISSISSIPPI

NEEL-SCHAFFNER
Solutions you can build upon

TRAFFIC CONTROL PLAN
 WORKING NUMBER: TCR-3
 DRAWING NUMBER: 11

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Sheet No.: 7 of 10

Permit No.: _____

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DATE	BY	DATE	BY

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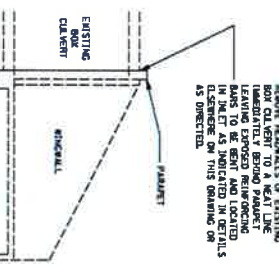
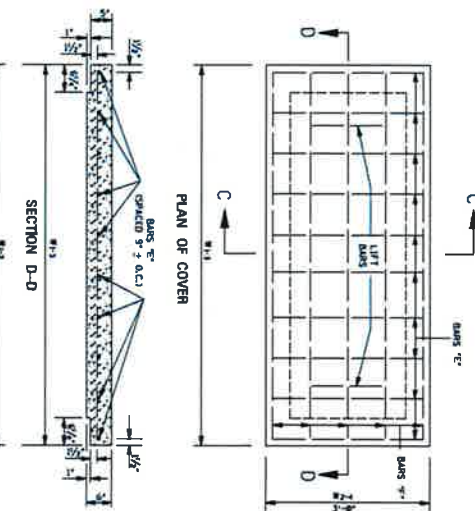
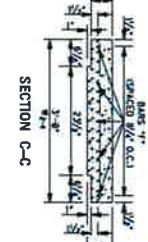
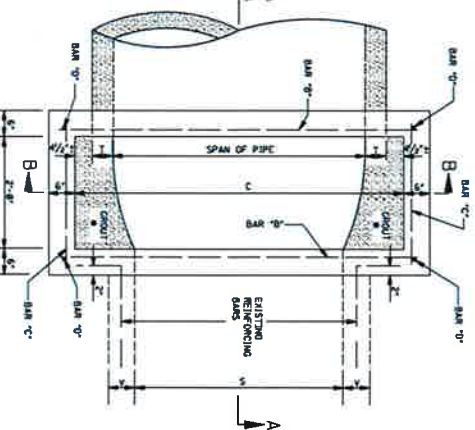
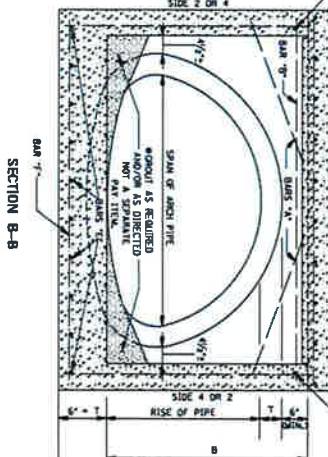
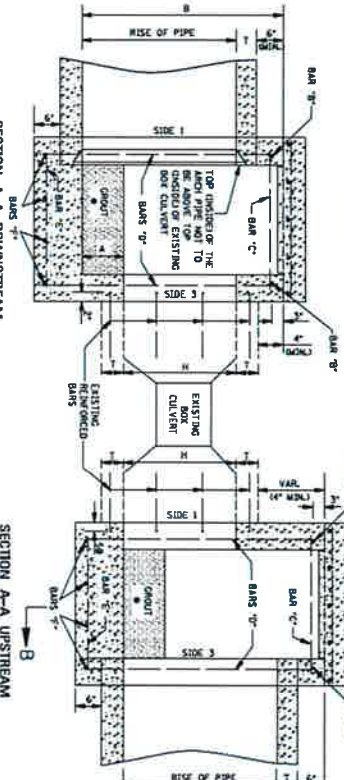


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REVISED INFORMATION
NO. DATE BY
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NO.	DATE	BY	DESCRIPTION
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SECTION A-A DOWNSTREAM			SECTION A-A UPSTREAM		
EXISTING BOX CULVERT	DIMENSIONS OF ARCH PIPE INSIDE	DIMENSIONS OF ARCH PIPE INSIDE	CLASS 'CP' RETROFITTING STRUCTURAL CONCRETE	BAR LIST	
SPAN	RISE	SPAN	RISE	SPAN	RISE
12'-0"	4'-0"	12'-0"	4'-0"	12'-0"	4'-0"
14'-0"	4'-0"	14'-0"	4'-0"	14'-0"	4'-0"
16'-0"	4'-0"	16'-0"	4'-0"	16'-0"	4'-0"
18'-0"	4'-0"	18'-0"	4'-0"	18'-0"	4'-0"
20'-0"	4'-0"	20'-0"	4'-0"	20'-0"	4'-0"



- GENERAL NOTES:**
1. THE STANDARD SPECIFICATIONS ADOPED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL APPLY TO ITEMS UNLESS OTHERWISE SPECIFIED.
 2. THE QUANTITIES SHOWN WILL BE USED AS THE BASIS FOR PAYMENT UNLESS THIS DRAWING IS AMENDED BY FIELD NOTES.
 3. CONCRETE SHALL BE CLASS 'CP' AND REINFORCING STEEL SHALL BE SIZE #4 DEWIDENED BARS.
 4. SIZE 1" OF THE JUNCTION BOX WILL ALWAYS BE THE OUTSIDE SIZE.
 5. ESTIMATE AN ADDITIONAL .33 SQ. FOR 2 LIFT BARS.
 6. CONCRETE QUANTITIES SHOWN HAVE BEEN ADJUSTED FOR BOX & PIPE DEERING DEDUCTIONS.

NOTE:
CONTRACTOR TO VERIFY WITH ENGINEER ALL BOX SIZES AND WALL THICKNESS PRIOR TO CONSTRUCTION. REVISIONS MAY BE REQUIRED UNDER PAY ITEM 02721-A.

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU CITY OF GULFPORT MISSISSIPPI



JUNCTION BOX FOR BOX CULVERT TO CONCRETE ARCH PIPE
DRAWING NUMBER: DET-1
24

Sheet No.: 8 of 10

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

NOT TO SCALE



NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC. HEREBY REQUESTS TO AS THE DESIGNER, DESIGNER AND CONTRACTOR, THIS DRAWING TO BE USED FOR THE CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NO.	DATE	BY	DESCRIPTION

QUANTITIES FOR THE EXTENSION

ITEM NO.	DESCRIPTION	QUANTITY	UNIT

STANDARD CONSTRUCTION DETAILS

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU CITY OF GULFPORT MISSISSIPPI

DRAINAGE DETAILS

WORKING NUMBER: DET-2
 DRAWING NUMBER: 25

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC. HEREBY REQUESTS TO AS THE DESIGNER, DESIGNER AND CONTRACTOR, THIS DRAWING TO BE USED FOR THE CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NO.	DATE	BY	DESCRIPTION

DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU CITY OF GULFPORT MISSISSIPPI

DRAINAGE DETAILS

WORKING NUMBER: DET-2
 DRAWING NUMBER: 25

DRAINAGE DETAILS

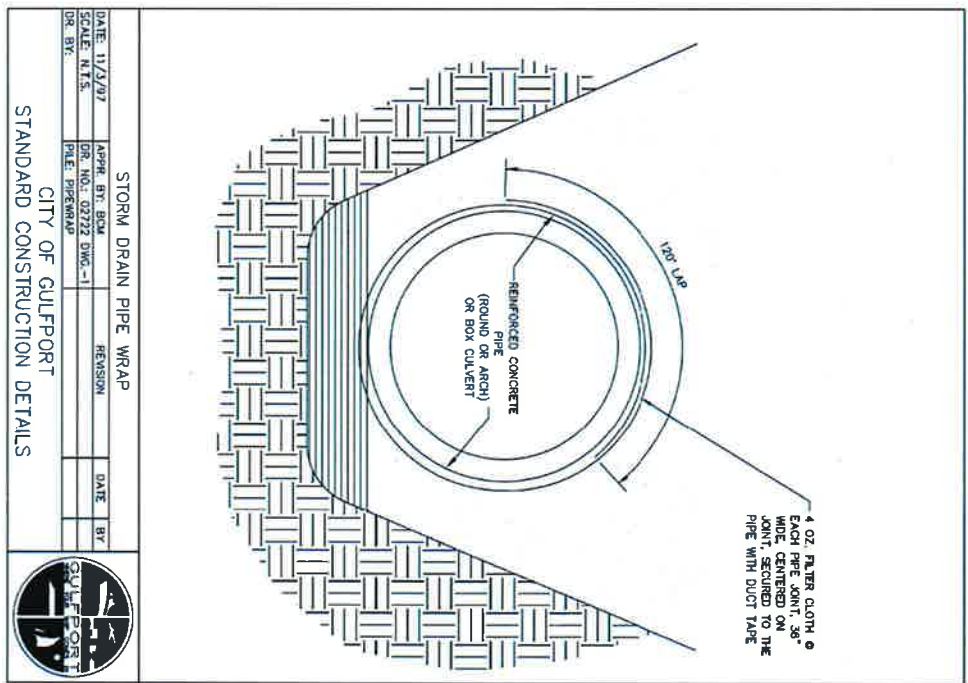
WORKING NUMBER: DET-2
 DRAWING NUMBER: 25

Sheet No.: 9 of 10
Permit No.:

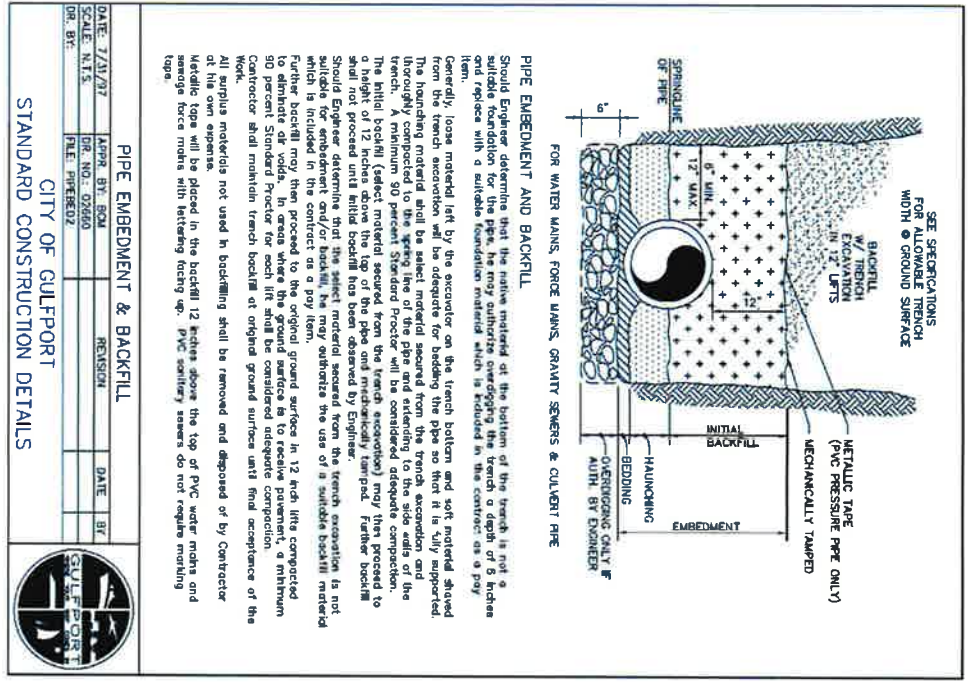
REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



NOT TO SCALE



NOTICE TO ORDERING AGENCIES		REVISIONS		DRAINAGE INFORMATION	
<p>NEEL-SCHAFFER, INC. HEREBY REFUSES TO BE RESPONSIBLE FOR THE DESIGN OF THIS PROJECT OR ANY PART THEREOF. THE DESIGN OF THIS PROJECT IS THE RESPONSIBILITY OF THE CLIENT. THE CLIENT SHALL BE RESPONSIBLE FOR THE DESIGN OF THIS PROJECT AND FOR THE DESIGN OF THE STRUCTURE TO BE CONSTRUCTED. NEEL-SCHAFFER, INC. IS NOT RESPONSIBLE FOR THE DESIGN OF THE STRUCTURE TO BE CONSTRUCTED.</p>		NO.	DATE	BY	DESCRIPTION



DRAINAGE IMPROVEMENTS ON 18TH STREET AT US49 TO BRICKYARD BAYOU		DRAINAGE DETAILS	
CITY OF GULFPORT GULFPORT, MISSISSIPPI		WORK NUMBER:	DWG. NUMBER:
		DET-5	28

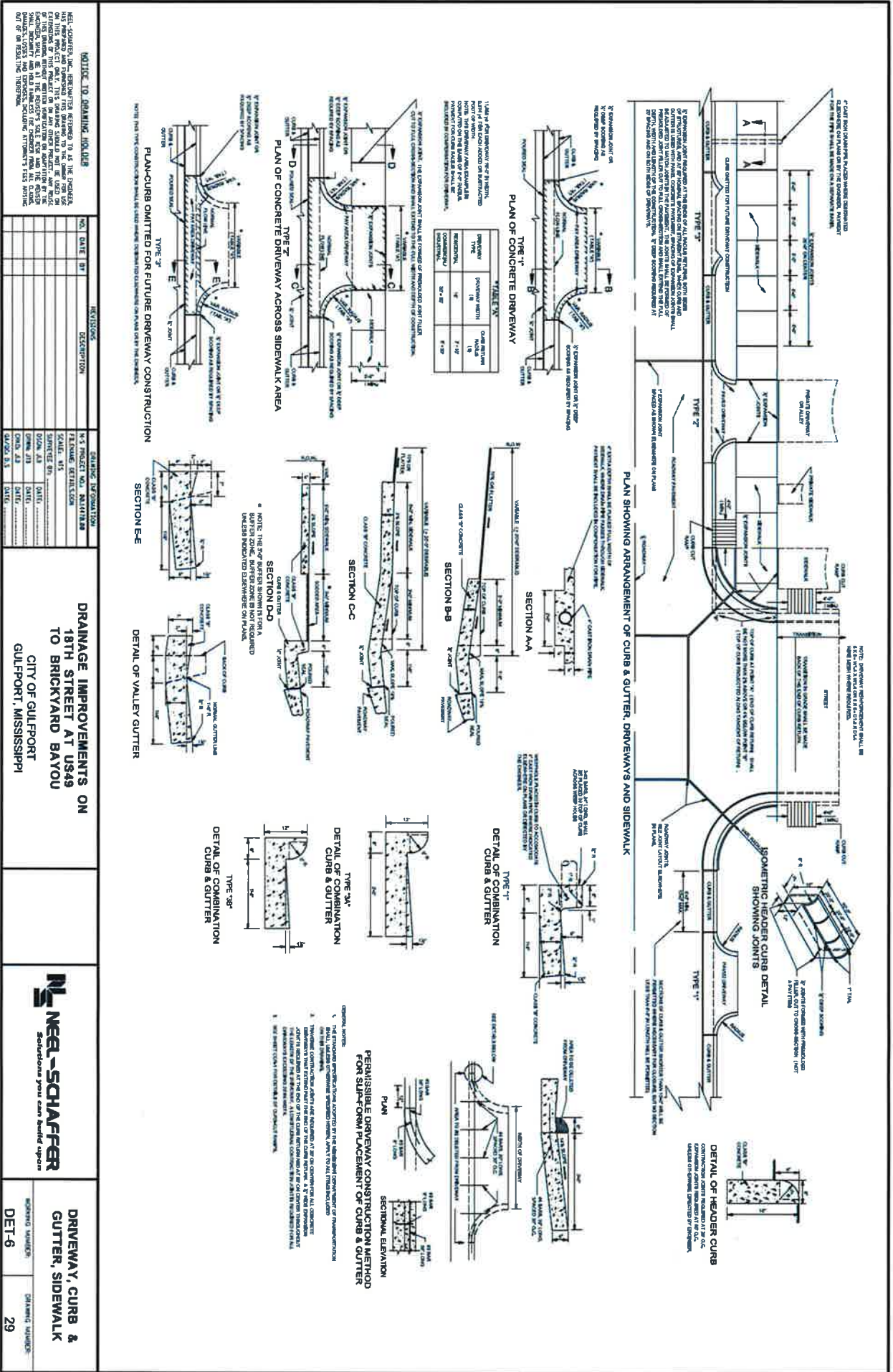


Sheet No.: 10 of 10

Permit No.:

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

NOT TO SCALE



" AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY."

Attachment "A"

Permit No.: 6-18-24-49-0511

Encasements

MDOT Supplemental Page 1 of 5

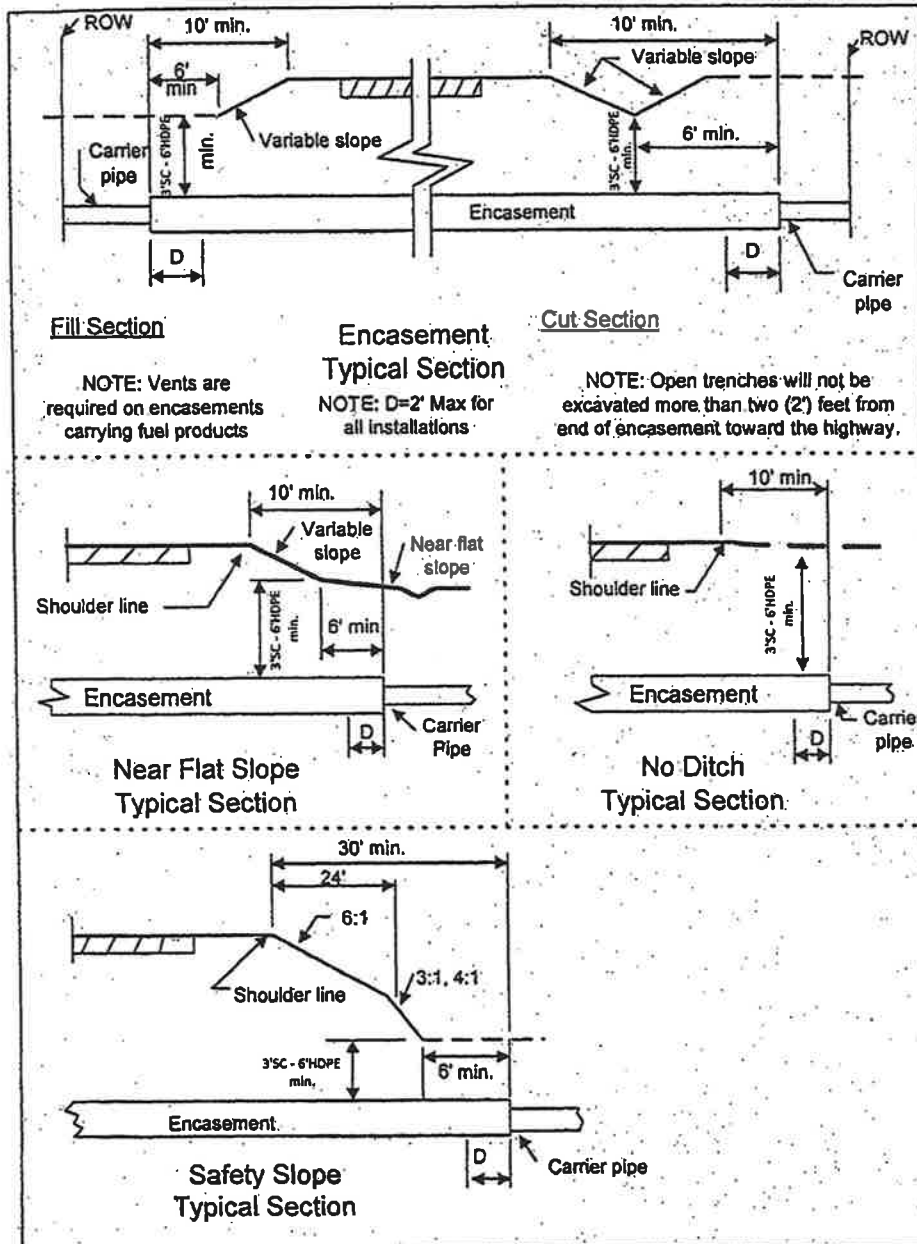
Product Bore Hole Diameter

To minimize potential damage from soil displacement/settlement by limiting the ratio of the bore hole to the product size, the size of the back reamer bit or pilot bit, if no back reamer is required, will be limited relative to the product diameter to be installed as follows:

Maximum Pilot or Back-Reamer Bit Diameter When Rotated 360 Degrees	
Outside Pipe Diameter Inches	Maximum Bit Diameter Inches
2"	4"
3"	6"
4" to 8"	Diameter + 4"
8" to 24"	1.5 x Diameter
Greater than 24"	Diameter + 12"

Should the contractor wish to use any size reamer outside of the guidelines listed above, a request must first be submitted in writing and approved by the District Engineer.

Any polyethylene gas pipeline that is permitted to be installed under the highway roadway must be encased and vented. All fuel carrier pipe which are required to be encased or on which encasements are used will be vented. Vents will be placed on the right of way line or not more than one foot inside the right of way and the top of the vent will be located three feet above the ground as a minimum. On Interstate crossing the encasements will extend two feet minimum past the right of way lines.



AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY
MDOT Supplemental Page 2 of 5

Permit No.: 6-18-24-49-0511

MDOT Supplemental Page 2 of 5

Worker Visibility

Code of Federal Regulations CFR 23 Part 634 final rule adopted November 24, 2006 becomes effective November 24, 2008. The rule requires that "All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear." All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation.

The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.

Upon the discovery of any historical artifacts within the state highway right-of-ways, the applicant will stop all work in and around the adjacent area, immediately, and notify the MDOT for approval to continue before any further work may proceed.

A COPY OF THE APPROVED PLAN IS TO BE KEPT AT THE WORK SITE
AT ALL TIMES DURING CONSTRUCTION.

APPLICANT IS TO READ AND COMPLY WITH THE REQUIREMENTS OF
THIS PERMIT.

UNDERGROUND CROSSINGS AND PARALLEL LINES SHALL HAVE A
3 FOOT MINIMUM COVER (6 FOOT FOR HDPE).

APPLICANT IS TO NOTIFY MDOT @ (601) 544-6511 48 HOURS IN ADVANCE OF
BORING OPERATIONS AND NOTIFY MDOT WITHIN 48 HOURS UPON THE COMPLETION
OF OPERATIONS.

ALL UTILITIES MUST BE CONFINED TO THE LAST 5' OF THE R. O. W.

ALL LOCAL ROADS ARE TO BE ENCASED.

*****Mississippi 811 ONE-CALL LAW*****

All persons preparing to dig must call Mississippi 811 or utilize our online F-locate system two days prior to the beginning of any work. Underground facilities will be marked using the color code system and then work may proceed.

Mr. Sid Worthy ~ MDOT (601.946.7429) shall be contacted for any MDOT locates.
Mr. John Merritt ~ MDOT (601.506.0166) shall be contacted for MDOT signal locates.

The Mississippi Department of Transportation in granting this permit does not in any way assume the maintenance or upkeep of the facility of proposed improvement herein described. Nor, will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement regardless of the source or cause of such damage.

Upon the discovery of any historical artifacts within the state highway right-of-ways, the applicant will stop all work in and around the adjacent area, immediately, and notify the MDOT for approval to continue before any further work may proceed.

" AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY."

Permit No.: 6-18-24-49-0511

MDOT Supplemental Page 3 of 5

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

GENERAL EROSION CONTROL NOTES:

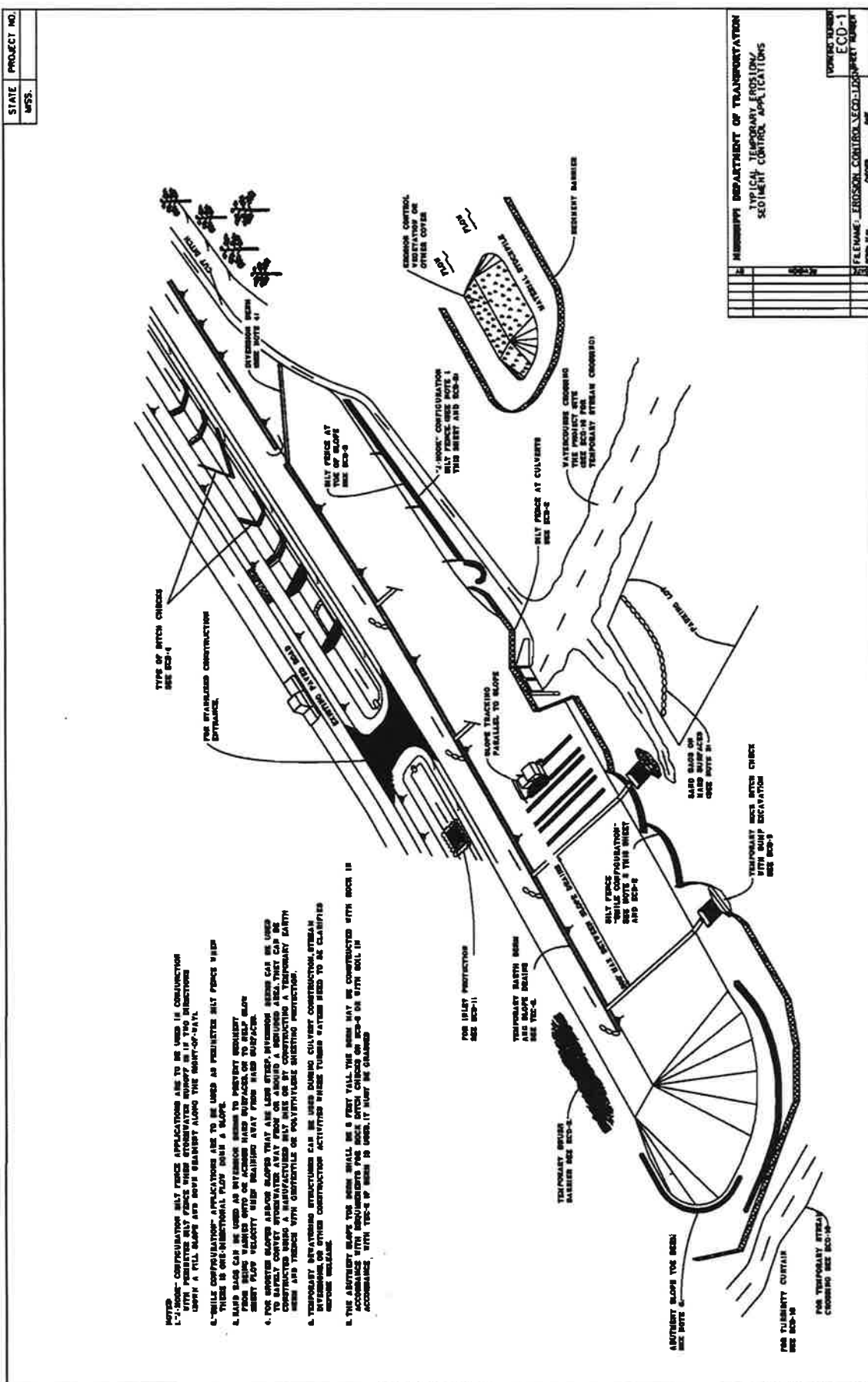
1. Erosion/sediment controls shall be placed and maintained using Best Management Practices (BMP's) as outlined in the Mississippi Department of Environmental Quality's "Planning and Design Manual for the Control of Erosion, Sediment, and Stormwater".
2. All erosion controls shall be installed in accordance with the details.
3. Temporary Erosion and Sediment Controls shall be installed prior to the start of any work. If required to remove the controls temporarily due to construction activities, the temporary erosion controls shall be reinstalled immediately once those activities are completed or at the end of the work day (whichever comes first).
4. Contractor is responsible for maintaining erosion controls throughout the duration of the project. The owner will have the authority to suspend all work and/or withhold payments for failure of the contractor to maintain proper maintenance of the Erosion Control Best Maintenance practices.
5. All equipment repair and maintenance shall be done offsite.
6. Receptacles shall be provided to properly dispose of all trash and waste. All construction debris shall be picked up at the end of each day and shall be removed completely from the site at the end of the project.
7. Accumulated sediment shall be removed from controls when it reaches 1/2 the height of the control. The sediment shall be properly disposed of so as not to cause sedimentation in another location.
8. The contractor is responsible for the removal of sediment that migrates into the storm drainage system.
9. The contractor is responsible for the removal of any sediment or construction debris that is tracked onto adjacent paved areas, adjacent streets shall be kept clean throughout construction and shall be cleaned with a street sweeper or similar technique immediately upon discovery of sediment. Washing down the street or other paved areas is not an acceptable form of cleaning.
10. Natural vegetation shall be maintained and protected wherever possible.
11. Temporary or permanent vegetative practices shall be implemented within seven calendar days when a disturbed area will be left undisturbed for thirty days or more.
12. Temporary erosion and sediment controls shall not be removed until permanent erosion controls (grass, landscaping, etc.) are established on all disturbed areas. Construction will not be considered complete until all temporary erosion controls are removed and permanent erosion controls are, effectively, established.
13. The contractor shall be required to furnish all materials and perform all work for the proper installation. Maintenance and removal of temporary erosion control measure necessary to control siltation. If there is no separate pay item for temporary erosion control measures, the cost of temporary erosion control shall be absorbed in other items bid.
14. Additional erosion and sediment controls may be deemed necessary if the controls found in this stormwater management plan are found to be ineffective.
15. Erosion and sediment controls shall be inspected weekly and following any rain event. Nonfunctioning, ineffective or damaged controls shall be repaired, replaced or supplemented with functional controls within 24 hours of discovery.
16. Any sediment that has migrated offsite whether onto public or private property shall be removed, immediately, upon discovery. The source of the breach shall, immediately, be located and corrected.

" AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY."

Permit No.: 6-18-24-49-0511

MDOT Supplemental Page 4 of 5

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



MISSISSIPPI DEPARTMENT OF TRANSPORTATION
TYPICAL TEMPORARY EROSION/
SEDIMENT CONTROL APPLICATIONS
PROJECT NAME: EROSION CONTROL LEGISLATION
PROJECT NUMBER: ECD-1
SCALE: AS SHOWN

“ AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY.”

Permit No.: 6-18-24-49-0511
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Note:

- 1) The Mississippi Department of Transportation in granting this permit does not in any way assume the maintenance or upkeep of the facility or proposed improvement herein described in this permit. Nor, will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement regardless of the source or cause of such damage.

- 2) Any facility or proposed improvements that are placed on the Mississippi Department of Transportation Right of Way and protrude above ground level, will require a permanent marker be placed (such as or similar to the Hydrant Markers shown below).

- 3) Bonds may be held for up to six months from the date certifying that all the work is complete. It is the applicant's responsibility to request a release of the bond.



#HYDRANT-E7

5 Ft. & 7 Ft. HYDRANT MARKERS

- Find hydrants easily in tall weeds or in snow
- Reinforced fiberglass shaft (virtually unbreakable)
- Heavy-duty spring mount
- High visibility both day & night



Mississippi Department of Transportation Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/I, certify that the requirements of this permit including Attachment A (MND-002 Rev. 2-2004) have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

Printed Name of Applicant

Signature of Applicant

Underground Utility Permit RequirementsPreliminary Requirements for acquiring a permit

- 1300 Preliminary Requirements for acquiring a permit - All underground utility permits require accurate preliminary plans, including design, proposed location, vertical elevations and horizontal alignments of the facility based on the current National Geodetic Survey (NGS) Datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. Preliminary requirements shall be submitted prior to permit application approval.

***Preliminary requirements shall be submitted prior to permit application approval.**

Requirements upon completion of the permitted work

- 1301 Requirements upon completion of the permitted work - A duly authorized representative of the utility company shall certify in writing that all work has been done as per the approved permit, referenced in the preliminary requirements listed above. This certification shall be submitted immediately upon the completion of the work. Failure to provide the above information may result in the permit application being revoked and/or future permit applications being denied until all the required information has been received. MDOT reserves the right to require the permittee to expose a facility as needed for inspection. Noncompliance with the approved permit shall require the utility company to remove the newly installed line and replace it in the permitted location. All costs associated with the relocation of the noncompliant facility shall be solely at the utility company's expense.
- 1302 Service Lines - Permit requirements for service lines (providing service to residences and businesses) shall continue as per current MDOT rule with the exception that these permits shall include the location and depth of the service line in relation to the highway and right of way. In addition the permittee shall supply a certification letter to MDOT stating that the service line was installed as per the permit. Also any service line road crossing shall be potholed in each ditch in a cut section and 6 feet beyond the toe of the slope in fill sections. MDOT has the right to require the permittee to expose these crossings as needed for inspection.
- 1303 Additional Requirements - Above-ground appurtenances, including but not limited to those described herein, and areas around the appurtenances that would affect routine right of way maintenance operations shall be maintained by the utility company so that they are clearly visible. In the event that damage occurs to an appurtenance due to lack of maintenance on the part of the utility company, the utility company shall bear all responsibility for such damage.

Affective July 1, 2016 all permits will be required to place the permit drawings on the MND-003 Attachment A Form (legal size), drawing will be required to be drawn to scale and noted on form. For all other permit types, the drawings are required to be placed on the MND-005 Form (legal size). Failure to comply with these requirements may result in the permit being denied and returned to the applicant.