

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 21, 2022 @ 6:30 PM

I. Call to Order

- 1. Prayer**
- 2. Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

- 1. Hooping into Summer – Around the World Basketball Tournament (Ages 10-16) will be June 29th starting at 10 a.m. until 12 p.m. at Bacot Park.**
- 2. Tasty Thursday will be June 30th beginning at 11 a.m. at the Singing River Mall Property.**
- 3. Training around the Summer – Engaging Fitness Program will be July 6th, starting at 10 a.m. until 12 p.m. at Bacot Park.**
- 4. Gautier's Farmers Market will be July 9th starting at 8 a.m. until 12 p.m. at George Martin City Park.**

IV. Presentation Agenda

- 1. Presentation by Police Chief, David Bever regarding Police Department updates.**

V. Business Agenda

- 1. Consideration for an Abatement at 2019 South Haven, Gautier, MS (Bobbie Watson Estate)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consideration for an Abatement at 3517 Raintree, Gautier, MS (Edna Kilgore Estate)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a six hundred eighty-six (686) square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District located at 2501 Bayou Bend Road, Gautier, MS
(GPC #22-14-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider a request for a five-foot (5') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2338 Sandalwood Place, (GPC #22-19-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District, 1711 Tradewinds Drive.
(GPC #22-15-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Authorization to advertise for bids on the construction of the Nanofiltration Water Treatment Plant Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. Authorization to prioritize and submit three (3) applications to the Mississippi Department of Marine Resources for FY2024 Tidelands Public Access funding.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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9. Approval of the Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

1. Approval of Minutes from Regular Council Meeting held June 7, 2022.
2. Receive May 2022 Privilege License Report
3. Receive April 2022 Finance Reports
4. Authorization to accept a donation of twelve (12) basketballs from Phil Torjusen, Gautier Resident, for City of Gautier's Bacot Park.
5. Approval of an agreement between the Reigning Champs Football, LLC and the City of Gautier to allow the Parks and Recreation Department to participate in the NFL Flag Football Program
6. Approval to renew the Professional Services Agreement with Seymour Engineering for General Services
7. Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event
8. Approval of a contract addendum with Mississippi Department of Marine Resources to extend the grant deadline for the Shepard State Park kayak and boat launch

VII. STUDY AGENDA

1. Discuss Citizen Comments
2. Discuss Council Comments
3. Discuss City Manager Comments
4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Adjourn until July 5, 2022 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
June 21, 2022**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Hooping into Summer – Around the World Basketball Tournament (Ages 10-16) will be June 29th starting at 10 a.m. until 12 p.m. at Bacot Park.
2. Tasty Thursday will be June 30th beginning at 11 a.m. at the Singing River Mall Property.
3. Training around the Summer – Engaging Fitness Program will be July 6th starting at 10 a.m. until 12 p.m. at Bacot Park.
4. Gautier's Farmers Market will be July 9th starting at 8 a.m. until 12 p.m. at George Martin City Park.

NOTES:

GAUTIER PARKS AND RECREATION DEPARTMENT PRESENTS:

FREE

GAUTIER
MISSISSIPPI



Nature's Playground

HOOPING IN THE SUMMER



AROUND THE WORLD BASKETBALL TOURNAMENT

AGES 10 - 16

JUNE 29TH

10AM-12NOON

BACOT PARK

2617 LADNIER RD

All participants must be able to play on a regulation height goal.

FOR ANY QUESTIONS PLEASE CONTACT THE
CITY OF GAUTIER'S ATHLETIC MANAGER
TORIAN AT (228)218-4632 OR BY EMAIL AT
TBROWN@GAUTIER-MS.GOV



GAUTIER PRESENTS

TASTY

THURSDAY!

**23
JUN**



11 AM

GOOD EATS FROM AWESOME

FOOD TRUCKS

**MANN KETTLE CORN – KLASSY WRAPPERS – THE BURGER BOX,
COASTY'S, MEATBAWL'S FOOD TRUCK– NORWOODS FAMOUS SKINS,
KEEPIN' IT TASTY, FRANKIE FAYE'S, MAMA RED'S GRILL & MORE,
LOS SARAPES TACO'S Y MAS, SUGAR BEANS CAFE, ROSITA'S
HAVENS DOWN HOME CREAMERY , O THE PEANUT MAN,
SPUDS & DOGS ON WHEELS, GREEK GALS YUMMIES, MR. TAMALES,
ONES TWOS AND GRILL, THE JUICE BOX**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

GAUTIER PARKS AND RECREATION DEPARTMENT PRESENTS:

FREE

GAUTIER
MISSISSIPPI



Nature's Playground

TRAINING AROUND THE SUMMER



ENGAGING FITNESS PROGRAM

ALL AGES WELCOMED

JULY 6TH

10AM-12NOON

BACOT PARK

2617 LADNIER RD



FOR ANY QUESTIONS PLEASE CONTACT THE
CITY OF GAUTIER'S ATHLETIC MANAGER
TORIAN AT (228)218-4632 OR BY EMAIL AT
TBROWN@GAUTIER-MS.GOV



Come be apart of the
GAUTIER
FARMER'S
MARKET



2ND SAT MAY- SEPT. 8AM-12PM

George Martin City Park- 902 De La Pointe Dr.



To become a vendor call 228-497-2244



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
June 21, 2022**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Presentation by Police Chief, David Bever regarding Police Department updates.

NOTES :

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:

June 21, 2022

Title:

Consideration for an Abatement at 2019 South Haven, Gautier, MS (Bobbie Watson Estate)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 2019 South Haven, Gautier, MS (Bobbie Watson Estate) (PID #85105895.000)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, after proper notice, on or about June 21, 2022, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 2019 South Haven, Gautier, MS, PID #85105895.000, as recorded on file in the office of the Chancery Clerk of Jackson County, MS); and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 2019 South Haven, Gautier, MS 39553, by clearing and removing the trash and debris, as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of \$_____ (up to \$1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/09/2022
Subject: Consider Abatement of 2019 South Haven, Gautier, MS (Bobbie Watson Estate)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to clear and remove the trash and debris on this property.

BACKGROUND:

DISCUSSION:

The property at 2019 South Haven Drive in College Park has been a case with the Code Enforcement office since May 2019. After the owner passed away, the house on the property was demolished sometime after 2019 (not by the City). On May 21, 2022, a code enforcement letter was sent to the estate on file with the Jackson County Tax Assessor about the huge amount of trash and debris on the property that appears to have been left after the demolition of the structure. We received no response or action from the owner. An abatement notice was sent to the estate manager on May 26, but the Code Enforcement office still received no response. The property taxes are currently delinquent but have been redeemed the previous five (5) years by the estate.

The decision has been made to clear and remove all trash and debris from this property due to having no response from the estate; the length of code enforcement history on this lot; and the menace the trash and debris on the lot is causing to neighborhood residents.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner in the manner required by law. All reasonable steps have been taken to ensure the property owner has been provided adequate notice that the City of Gautier intends to clear this lot of trash and debris in order to increase the safety, cleanliness, and welfare of College Park for its residents.

RECOMMENDATION:

The Code Enforcement office requests the City Council approve this abatement for the clearing and removal of all trash and debris from the lot at 2019 South Haven in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

Charge the cost as a lien against the property to be collected upon sale of the property.

Collect the cost through Civil proceedings.

Add \$1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Parcel Information
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter
6. Memorandum Public Hearing

TAX HISTORY

Property Link JACKSON COUNTY, MS

Current Date 5/25/2022

Tax Year 2021
Records Last Updated 5/25/2022

PROPERTY DETAIL			
OWNER	WATSON BOBBIE J (EST OF)		ACRES : .18
	C/O ANTONE TOLBERT		LAND VALUE : 2233
	3637 DEVONSHIRE DR		IMPROVEMENTS : **NA**
	MOSS POINT MS 39563		TOTAL VALUE: 2233
	ASSESSED : 335		
PARCEL	85105895.000		
ADDRESS	2019 SOUTH HAVEN		
TAX INFORMATION			
YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	16.87	0.00	17.21
CITY	14.41	0.00	14.70
SCHOOL	16.89	0.00	17.23
TOTAL	48.17	0.00	49.14 2.00% Penalty
			Pay Tax

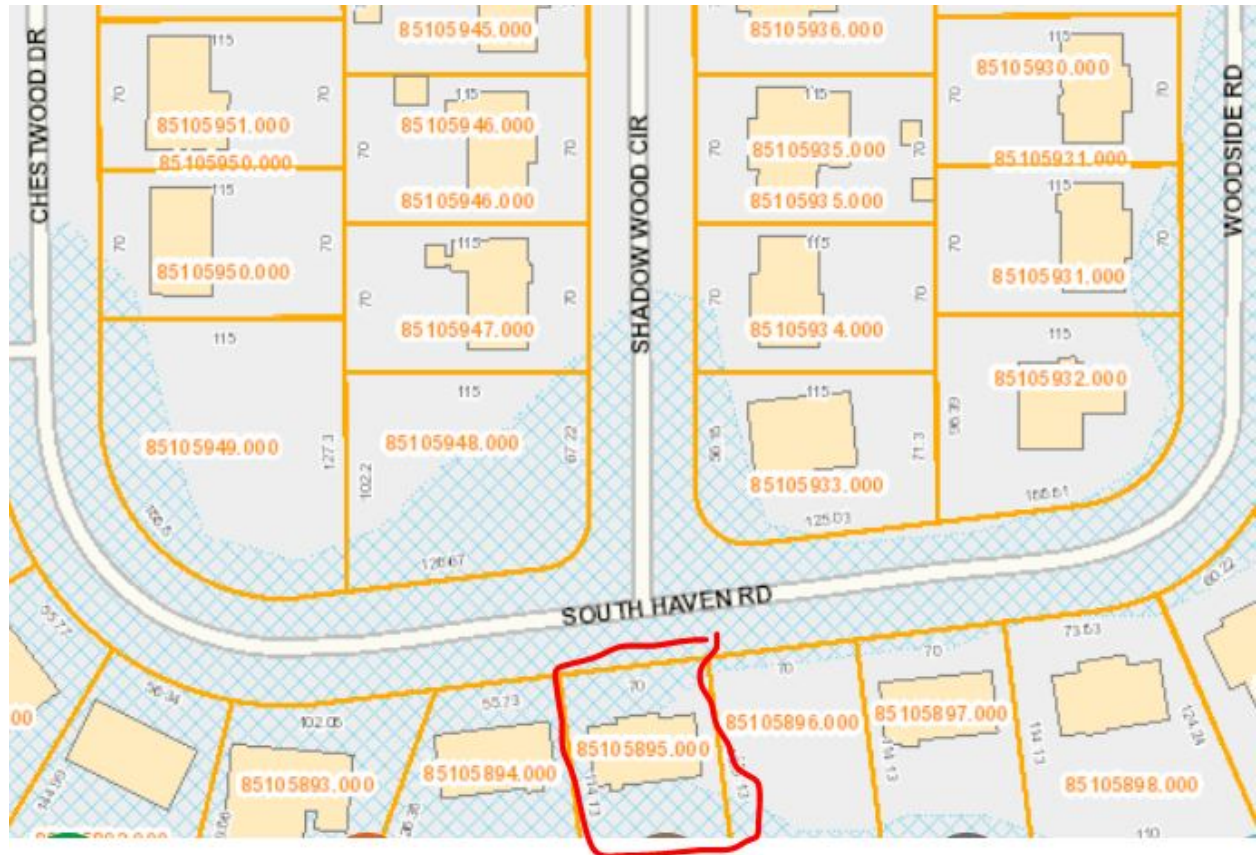
Pay Tax

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2018	JIMMY ZDENEK	5/ 6/2020 TONI TOLBERT
2017	GJ TAX SALE PROPERTIES LLC	2/ 3/2020 TONI TOLBERT
2016	JIMMY ZDENEK	3/ 2/2018 TONI TOLLBERT
2015	BOAZ TAX SALE PROPERTIES LLC	3/ 2/2018 TONI TOLLBERT
2014	RANDOLPH F & JOEDNA R FAGAN JTWR	3/21/2016 TOLBERT, TONI FOR EST
2013	CRISLER PROPERTIES INC	2/19/2015 WATSON BOBBIE J (EST OF)

Back

PARCEL INFORMATION



CODE CASE DETAILED REPORT CODE-000529-2018 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	12/13/2018
Status:	Resolved	District:		Closed Date:	05/30/2019
Assigned To:	CODE ENFORCEMENT	Description:	vehicles in yard		
Parcel:	85105895.000	Main	Address:	2019 South Haven Rd Gautier, MS 39553	Main
			Zone:	R-1 (Residential - Single Family)	

Note	Created By	Date and Time Created
1. I sent a notice to the location about the vehicles in the yard and the inoperable vehicles on driveway .	CODE ENFORCEMENT	12/13/2018 9:13 am
2. I went by the property and some of the vehicles have been removed from the front yard	CODE ENFORCEMENT	1/9/2019 2:02 pm
3. The tenant has kept the cars off the yard and is no longer doing repairs in the yard .	CODE ENFORCEMENT	5/30/2019 1:52 pm

CODE CASE DETAILED REPORT CODE-000714-2019 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	06/28/2019
Status:	Resolved	District:		Closed Date:	08/08/2019
Assigned To:	CODE ENFORCEMENT	Description:	TRAILERS /VEHICLES		
Parcel:	85105895.000	Main	Address:	2019 South Haven Rd Gautier, MS 39553	Main
			Zone:	R-1 (Residential - Single Family)	

Note	Created By	Date and Time Created
1. I sent a notice to the tenant about the utility trailers and vehicles in the front yard. Inoperable vehicles on the driveway and he is doing mechanic work for people at the house .	CODE ENFORCEMENT	6/28/2019 8:43 am
2. The trailer has been moved and 2 vehicles in front yard	CODE ENFORCEMENT	7/9/2019 10:26 am
3. Vehicle still in the front yard and tenant working on them .	CODE ENFORCEMENT	7/16/2019 10:46 am
4. I talked to the tenant and he will have cleaned up by friday .	CODE ENFORCEMENT	7/29/2019 1:57 pm
5. The tenant has removed the cars from the front yard .	CODE ENFORCEMENT	8/8/2019 1:27 pm

CODE CASE DETAILED REPORT CODE-000554-2019 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 01/29/2019
Status: Resolved	District:	Closed Date: 02/04/2019
Assigned To: CODE ENFORCEMENT	Description: trash can	

Parcel: 85105895.000	Main	Address: 2019 South Haven Rd	Main	Zone: R-1 (Residential - Single Family)
		Gautier, MS 39553		

Note	Created By	Date and Time Created
1. I sent a notice to the location about the trash cans at the street .	CODE ENFORCEMENT	1/29/2019 12:02 pm
2. THE TRASH CAN HAS BEEN REMOVED FROM THE ROAD.	CODE ENFORCEMENT	2/4/2019 12:30 pm

CODE CASE DETAILED REPORT CODE-002847-2022 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	05/21/2022
Status:	Active	District:		Closed Date:	NOT CLOSED
Assigned To:	Patrick Fagan	Description:	trash/debris on vacant lot		

Address:	2019 South Haven	Main
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Note	Created By	Date and Time Created
1. pf. house has been demolished. there is a ton of debris on the slab. will probably have to abate this. But I sent a letter to the owner in Moss point telling him to clean it up to avoid abatement.	Patrick Fagan	5/21/2022 10:29 am
2. pf. abatement notice and process started on 5/25/22	Patrick Fagan	5/25/2022 2:49 pm

*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery*

*3330 Highway 90
Gautier, MS 39553
Phone : (228) 497-8000
Fax : (228) 497-8028
Email : gautier@gautier-ms.gov*

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM on June 21, 2022**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

2019 SOUTH HAVEN

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

*Mayor
Casey C. Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery*

*3330 Highway 90
Gautier, MS 39553
Phone : (228) 497-8000
Fax : (228) 497-8028
Email : gautier@gautier-ms.gov
Website: www.gautier-ms.gov*

May 25, 2022

FROM: Patrick Fagan
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Bobbie Watson (Est of)
c/o Antone Tolbert
3637 Devonshire Dr
Moss Point, MS 39563

Re: Notice of Public Hearing
2019 South Haven

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **2019 South Haven, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **June 21, 2022 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

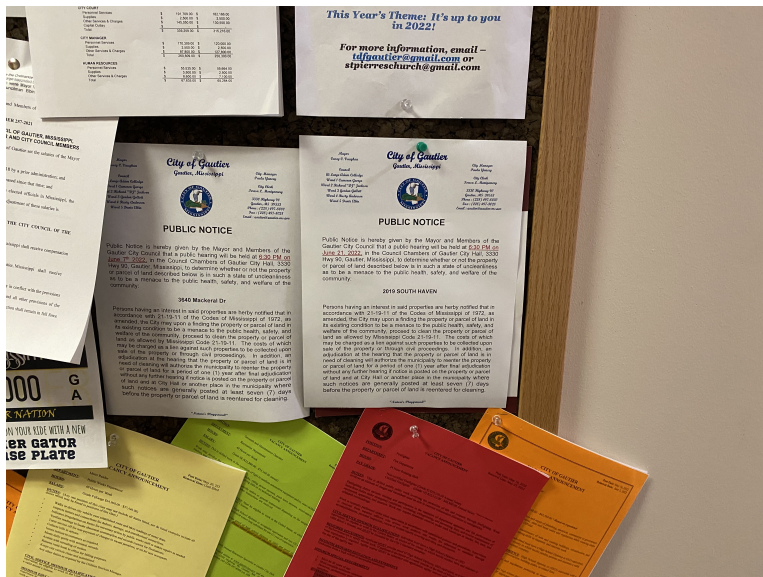
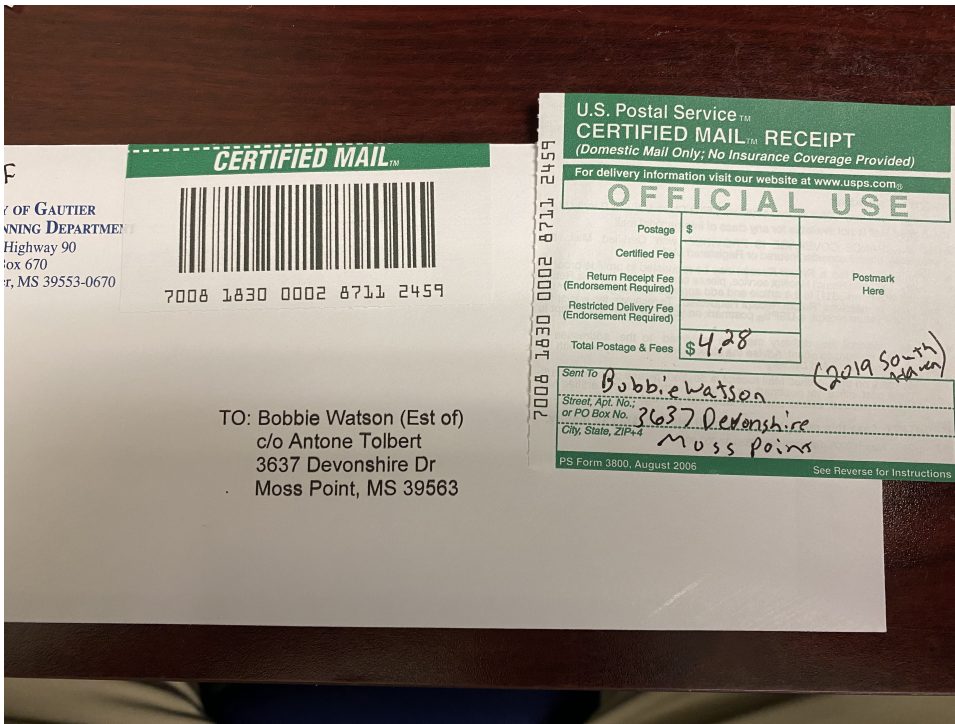
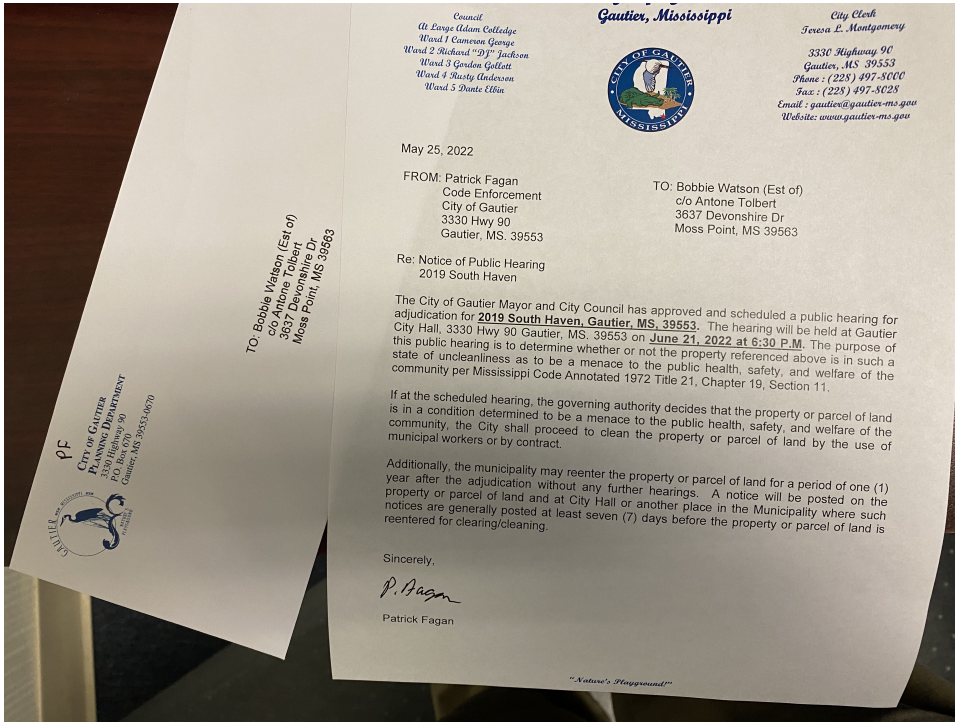
Sincerely,

Patrick Fagan

2019 SOUTH HAVEN ABATEMENT



POSTINGS



RETURN TO SENDER NOTICES

There was no returned mail and the certified abatement notice was marked as delivered on the USPS website.

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: May 26, 2022
Subject: 2019 South Haven (Abatement: Clean, Remove Trash & Debris)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to clear and remove the trash and debris on this property.

DISCUSSION:

The property at 2019 South Haven Drive in College Park has been a case with the Code Enforcement office since May 2019. After the owner passed away, the house on the property was demolished sometime after 2019 (not by the City). On May 21, 2022, a code enforcement letter was sent to the estate on file with the Jackson County Tax Assessor about the huge amount of trash and debris on the property that appears to have been left after the demolition of the structure. We received no response or action from the owner. An abatement notice was sent to the estate manager on May 26, but the Code Enforcement office still received no response. The property taxes are currently delinquent but have been redeemed the previous five (5) years by the estate.

The decision has been made to clear and remove all trash and debris from this property due to having no response from the estate; the length of code enforcement history on this lot; and the menace the trash and debris on the lot is causing to neighborhood residents.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner in the manner required by law. All reasonable steps have been taken to ensure the property owner has been provided adequate notice that the City of Gautier intends to clear this lot of trash and debris in order to increase the safety, cleanliness, and welfare of College Park for its residents.

RECOMMENDATION:

The Code Enforcement office requests the City Council approve this abatement for the clearing and removal of all trash and debris from the lot at 2019 South Haven in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

Charge the cost as a lien against the property to be collected upon sale of the property.

Collect the cost through Civil proceedings.

Add \$1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Parcel Information
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:

June 21, 2022

Title:

**Consideration for an Abatement at 3517 Raintree,
Gautier, MS (Edna Kilgore Estate)**

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 3517 Raintree, Gautier, MS (Edna Kilgore Estate) (PID #82434083.000)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, after proper notice, on or about June 21, 2022, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 3517 Raintree, Gautier, MS, PID #82434083.000, as recorded on file in the office of the Chancery Clerk of Jackson County, MS); and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the abandoned property located at 3517 Raintree, Gautier, MS 39553, by clearing, and removing the rubbish, trash, debris, and unsafe structures, as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of \$ _____ (up to \$1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/09/2022
Subject: Consider Abatement of 3517 Raintree, Gautier, MS (Edna Kilgore Estate)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to remove the rubbish, trash, and debris from the abandoned property at 3517 Raintree.

BACKGROUND:

DISCUSSION:

The property at 3517 Raintree has been a case with the Code Enforcement office since January 2, 2021. After the owner passed away, the remaining occupants left rubbish, trash, and debris in the front and on the west side of the house, which is viewable from the street. On December 16, 2021, a code enforcement letter was sent to the estate on file with the Jackson County Tax Assessor about the trash and debris on the property. The Code Enforcement Office received no response or action from the estate. An abatement notice was sent to the estate manager on May 16, 2022, but the Code Enforcement office still received no response. The property taxes are now delinquent and have been the past two (2) years. The estate has not redeemed the 2019 or 2020 property taxes.

The decision has been made to remove the viewable rubbish, trash and debris from this property due to having no response from the estate; due to the length of code enforcement history on this property; and due to the menace that the rubbish, trash, and debris is causing to neighborhood residents.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner in the manner required by law. All reasonable steps have been taken to ensure the property owner or agent has been provided adequate notice that the City of Gautier intends to enter the property and remove any items that detract from the welfare of the neighbors and other residents on the street.

RECOMMENDATION:

The Code Enforcement office requests that City Council approve this abatement for the removal of rubbish, trash, and debris from 3517 Raintree in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

Charge the cost as a lien against the property to be collected upon sale of the property.

Collect the cost through Civil proceedings.

Add \$1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Parcel Information
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter
6. Memorandum Public Hearing

PARCEL & TAX INFORMATION

Property Link JACKSON COUNTY, MS

Current Date 5/26/2022

Tax Year 2021
Records Last Updated 5/26/2022

PROPERTY DETAIL			
OWNER	KILGORE EDNA (EST)		ACRES : .30
	3517 RAINTREE DR		LAND VALUE : 5300
			IMPROVEMENTS : 90953
	GAUTIER MS 39553		TOTAL VALUE: 96253
			ASSESSED : 14438
PARCEL	82434083.000		
ADDRESS	3517 RAINTREE		
TAX INFORMATION			
YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	727.10	0.00	741.64
CITY	620.83	0.00	633.25
SCHOOL	728.11	0.00	742.67
TOTAL	2076.04	0.00	2117.56 2.00% Penalty
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2020	FIG 20 LLC & SECURED PARTY	NOT REDEEMED
2019	PAUL R CAMPO	NOT REDEEMED
2018	TTLBL, LLC	11/30/2021 CONVEYANCE
2017	PAUL R CAMPO	8/ 7/2020 KILGORE EDNA
2016	MS TL LLC	8/13/2019 EDNA KILGORE



CODE CASE DETAILED REPORT CODE-001434-2021 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	01/27/2021
Status:	Resolved	District:		Closed Date:	10/08/2021
Assigned To:	Patrick Fagan	Description:	Outside storage and Inoperable vehicle		

Parcel:	82434083.000	Main	Address:	3517 Raintree Dr Ocean Springs, MS 39564	Main	Zone:	AG (Agricultural)
							R-1 (Residential - Single Family)

Note	Created By	Date and Time Created
1. Sent a letter to the property. Name is in the EST. of Edna Kilgore	CODE ENFORCEMENT	1/27/2021 7:58 am

CODE CASE DETAILED REPORT CODE-001608-2021 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	06/25/2021
Status:	Resolved	District:		Closed Date:	06/29/2021
Assigned To:	Patrick Fagan	Description:	tires in front yard and one in ditch		

Parcel:	82434083.000	Main	Address:	3517 Raintree Dr Ocean Springs, MS 39564	Main	Zone:	AG (Agricultural) R-1 (Residential - Single Family)
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Owner
Edna Kilgore
3517

Note	Created By	Date and Time Created
1. PF. trashed tires in yard. sent letter 6/28/21 for them to remove or relocate the tires.	System Administrator	6/25/2021 9:27 am
2. owner/resident called saying she removed tires. I verified. case closed.	Patrick Fagan	6/29/2021 2:29 pm

CODE CASE DETAILED REPORT CODE-002213-2021 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	12/16/2021
Status:	Active	District:		Closed Date:	NOT CLOSED
Assigned To:	Patrick Fagan	Description:	tires/rusted wheel barrel		

Address:	3517 Raintree	Main
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Note	Created By	Date and Time Created
1. PF. post office would not put letter in box. They marked it rts and said house is vacant. House does not appear to be vacant to me. Their dog is still in the front yard.	Patrick Fagan	1/10/2022 11:17 am
2. pf. beginning abatement to request Council and Planning Director to approve use of city employees to clean and remove tires and rubbish.	Patrick Fagan	5/26/2022 9:23 am

*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery*

*3330 Highway 90
Gautier, MS 39553
Phone : (228) 497-8000
Fax : (228) 497-8028
Email : gautier@gautier-ms.gov*

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM on June 21, 2022**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

3517 RAINTREE

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery*

*3330 Highway 90
Gautier, MS 39553
Phone : (228) 497-8000
Fax : (228) 497-8028
Email : gautier@gautier-ms.gov
Website: www.gautier-ms.gov*

May 27, 2022

FROM: Patrick Fagan
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Edna Kilgore (est)
3517 Raintree
Gautier, MS 39553

Re: Notice of Public Hearing
3517 Raintree

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **3517 Raintree, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **June 21, 2022 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

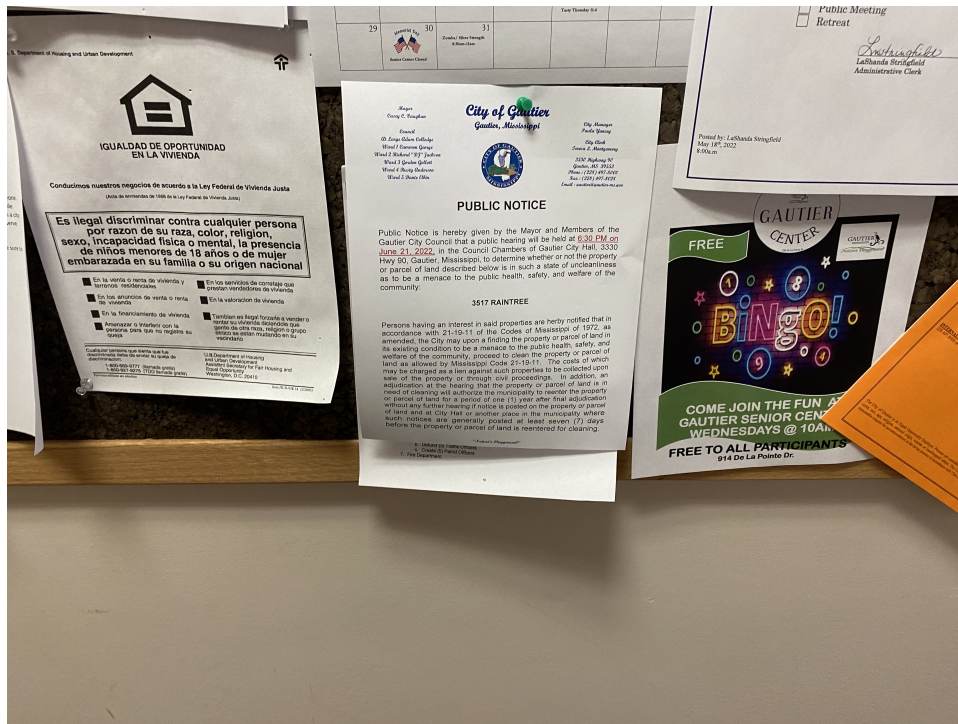
Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Patrick Fagan

3517 RAIN TREE ABATEMENT

POSTINGS & NOTICES





ABATEMENT PICTURES





**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: May 26, 2022
Subject: 3517 Raintree (Abatement: Remove Rubbish, Trash & Debris)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to remove the rubbish, trash, and debris from the abandoned property at 3517 Raintree.

DISCUSSION:

The property at 3517 Raintree has been a case with the Code Enforcement office since January 2, 2021. After the owner passed away, the remaining occupants left rubbish, trash, and debris in the front and on the west side of the house, which is viewable from the street. On December 16, 2021, a code enforcement letter was sent to the estate on file with the Jackson County Tax Assessor about the trash and debris on the property. The Code Enforcement Office received no response or action from the estate. An abatement notice was sent to the estate manager on May 16, 2022, but the Code Enforcement office still received no response. The property taxes are now delinquent and have been the past two (2) years. The estate has not redeemed the 2019 or 2020 property taxes.

The decision has been made to remove the viewable rubbish, trash and debris from this property due to having no response from the estate; due to the length of code enforcement history on this property; and due to the menace that the rubbish, trash, and debris is causing to neighborhood residents.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner in the manner required by law. All reasonable steps have been taken to ensure the property owner or agent has been provided adequate notice that the City of Gautier intends to enter the property and remove any items that detract from the welfare of the neighbors and other residents on the street.

RECOMMENDATIONS:

The Code Enforcement office requests that City Council approve this abatement for the removal of rubbish, trash, and debris from 3517 Raintree in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

Charge the cost as a lien against the property to be collected upon sale of the property.

Collect the cost through Civil proceedings.

Add \$1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Parcel Information
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:

June 21, 2022

Title:

Consider a request for a six hundred eighty-six (686) square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District located at 2501 Bayou Bend Road, Gautier, MS (GPC #22-14-VAR)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider a request for a six hundred eighty six (686) square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District located at 2501 Bayou Bend Road, Gautier, MS (GPC #22-14-VAR) (PID #82423580.000)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, the homeowner of 2501 Bayou Bend Road, (PID #82423580.000) has requested a six hundred eighty six (686) square foot variance to square footage requirements for an accessory building; and

WHEREAS, the property owner requests a six hundred eighty six (686) square foot variance to square footage requirements in an R-1 Low Density Single-Family Residential District; and

WHEREAS, there is an existing 392 square foot pool house, a 320 square foot detached garage, and a 186 square foot storage building in the rear yard, totaling the square footage of all the structures to be 898 square feet; and

WHEREAS, this number is subtracted from the total allowance, which is 1812 square feet, leaving an available 914 square feet for an accessory structure; and

WHEREAS, the proposed structure is a 1600 square feet, which brings the variance request to 686 square feet to total allowance of area for accessory structures; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of same;

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to approve this variance;

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/14/2022
Subject: Consider a request for a six hundred eighty-six (686) square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2501 Bayou Bend Road, (GPC #22-14-VAR)

REQUEST:

The Planning Department has received a request from Claude D. Stubbs for a six hundred eighty-six (686) square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2501 Bayou Bend Road, PID #82423580.000. The application fee of \$175 was paid on March 10, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The proposed accessory structure will be a 40'x40' building equaling sixteen hundred (1600) square feet. According to the Unified Development Ordinance, Lot coverage of accessory structures in a R-1 Zoning District shall not exceed twenty percent (20%) of the rear lot area or fifty percent (50%) of the principal structure area, whichever is less. The principal structure is currently three thousand (3000) square feet. However; Mr. Stubbs is proposing to add an additional 624 square feet to the principal structure prior to constructing the proposed accessory structure. This would bring the total area up to 3,624 square feet. This would bring the total allowance of area for accessory structures up to 1812 square feet.

DISCUSSION:

There is an existing 392 square foot pool house, a 320 square foot detached garage, and a 186 square foot storage building in the rear yard. These structures together total 898 square feet. This number would be subtracted from the total allowance which is 1812 square feet leaving an available 914 square feet for additional accessory structures. The proposed structure is 1600 square feet which brings the variance request to 686 square feet. Therefore, the applicant is requesting a 686 square foot variance to total allowance of area for accessory structures.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage)

of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

30% of required off-street parking spaces and/or

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

1. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
2. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
3. That the special conditions and circumstances do not result from actions of the applicant; and
4. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the variance as presented for a 40' x 30' accessory structure that would have Hardi Board Siding and contingent upon the carport being attached to the main structure.

The City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny the variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 6.2.22 (#22-14-VAR)
2. Complete Packet 22-14-VAR (6.2.22)

Excerpt from June 2, 2022 Planning Commission Meeting:

The Planning Department has received a request for a six hundred eighty-six (686) square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2501 Bayou Bend Road, PID #82423580.000 (GPC #22-14-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He reminded Commissioners that the case was continued from the last meeting because there was some confusion as to the amount of existing accessory structure on the lot. Mr. Stubbs, the applicant, came and met with him and they discussed the request. Mr. Stubbs has submitted a new site plan that includes all the accessory structures on the property with the correct square footage on each. Mr. Stubbs also intends to attach the currently unattached carport to his house which will add to the square footage of the home. Mr. Ankerson also noted that Mr. Stubbs has reduced the size of the proposed accessory structure from 40' x 40' which was discussed in their meeting to a 40' x 30'. This would decrease the size of the variance needed by four hundred (400) square feet.

REQUEST:

The Planning Department has received a request from Claude D. Stubbs for a six hundred eighty-six (686) square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2501 Bayou Bend Road, PID #82423580.000. The application fee of \$175 was paid on March 10, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The proposed accessory structure will be a 40'x40' building equaling sixteen hundred (1600) square feet. According to the Unified Development Ordinance, Lot coverage of accessory structures in a R-1 Zoning District shall not exceed twenty percent (20%) of the rear lot area or fifty percent (50%) of the principal structure area, whichever is less. The principal structure is currently three thousand (3000) square feet. However, Mr. Stubbs is proposing to add an additional 624 square feet to the principal structure prior to constructing the proposed accessory structure. This would bring the total area up to 3,624 square feet. This would bring the total allowance of area for accessory structures up to 1812 square feet.

DISCUSSION:

There is an existing 392 square foot pool house, a 320 square foot detached garage, and a 186 square foot storage building in the rear yard. These structures together total 898 square feet. This number would be subtracted from the total allowance which is 1812 square feet leaving an available 914 square feet for additional accessory structures. The proposed structure is 1600 square feet which brings the variance request to 686 square

feet. Therefore, the applicant is requesting a 686 square foot variance to total allowance of area for accessory structures.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above. Also Staff would recommend adding to the motion that approval of this request is contingent upon constructing the additional 624 square feet to the principal structure prior to the permit being issued for the proposed accessory structure.

The Planning Commission may:

1. Recommend that City Council approve the variance request as presented;
2. Recommend that City Council approve the variance request with changes; or
3. Recommend that City Council deny variance request.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

Chairman Jamison asked the applicant to present his case.

Claude Stubbs stated that he wanted to build a storage building large enough to store old cars that he collected. He currently has four storage units he is paying for to store his old cars in and he would like to build a storage building so that he would have the cars at his home when he wanted to work on them. He would also like a lean-to attached to the new storage building that he could pull his twenty-four foot (24') trailer under. He said he would only be working on his cars. There would not be any kind of business going on there.

Scott Davis, a neighbor, stated that he supported Mr. Stubbs request. After talking to Mr. Stubbs, he felt there would not be a business going on at the property that it is strictly just a hobby for Mr. Stubbs. Mr. Davis also stated that he did not feel that the work on the cars would add to the noise in the area because you could already hear the school band practicing and the noise from loud radios at the car wash on Gautier-Vancleave Road.

Jackye Bertucci stated that the size of the variance requested was still a significant variance and that the criteria for a variance had not been met. Ms. Bertucci is James Chapman's attorney. Mr. Chapman is a neighbor of Mr. Stubbs.

Chairman Jamison asked what type of material the applicant was planning to use for the accessory structure.

Mr. Stubbs stated that he would use Hardie Board Siding with a metal roof.

Mr. Ankerson noted there were no architectural requirements in the UDO for an accessory structure.

Josh Danos, City Attorney, advised the Commissioners that they were allowed to stipulate conditions on variances.

Chairman Jamison asked Mr. Ankerson about a noise ordinance.

Mr. Ankerson advised that the City did have a noise ordinance and that Gautier Police were the ones that enforced it.

Commissioner Ward asked if any trees would be removed for placement of the accessory building.

Mr. Stubbs said he would have to trim some limbs, but he would not be cutting down any trees.

ACTION TAKEN:

Chairman Jamison made a motion to recommend that City Council approve the variance as presented for a 40' x 30' accessory structure that would have Hardi Board Siding and contingent upon the carport being attached to the main structure.

Commissioner Ward seconded the motion and the following vote was recorded:

AYES: **Josh Ward**
 Kay C. Jamison
 DeAnna McManus
 Chris Hoover

NAYS: **William Davis**

ABSENT: **Paul Gainer**
 Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 2, 2022

GPC #22-14-VAR

2501 Bayou Bend Road

VII. NEW BUSINESS

1. Consider a request for a six hundred eighty-six (686) square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2501 Bayou Bend Road, (GPC #22-14-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: May 10, 2022

Subject: Consider a request for a six hundred eighty-six (686) square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2501 Bayou Bend Road, (GPC #22-14-VAR)

REQUEST:

The Planning Department has received a request from Claude D. Stubbs for a six hundred eighty-six (686) square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2501 Bayou Bend Road, PID #82423580.000. The application fee of \$175 was paid on March 10, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The proposed accessory structure will be a 40'x40' building equaling sixteen hundred (1600) square feet. According to the Unified Development Ordinance, Lot coverage of accessory structures in a R-1 Zoning District shall not exceed twenty percent (20%) of the rear lot area or fifty percent (50%) of the principal structure area, whichever is less. The principal structure is currently three thousand (3000) square feet. However; Mr. Stubbs is proposing to add an additional 624 square feet to the principal structure prior to constructing the proposed accessory structure. This would bring the total area up to 3,624 square feet. This would bring the total allowance of area for accessory structures up to 1812 square feet.

DISCUSSION:

There is an existing 392 square foot pool house, a 320 square foot detached garage, and a 186 square foot storage building in the rear yard. These structures together total 898 square feet. This number would be subtracted from the total allowance which is 1812 square feet leaving an available 914 square feet for additional accessory structures. The proposed structure is 1600 square feet which brings the variance request to 686 square feet. Therefore, the applicant is requesting a 686 square foot variance to total allowance of area for accessory structures.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above. Also Staff would recommend adding to the motion that approval of this request is contingent upon constructing the additional 624 square feet to the principal structure prior to the permit being issued for the proposed accessory structure.

The Planning Commission may:

1. Recommend that City Council approve the variance request as presented;

2. Recommend that City Council approve the variance request with changes; or
3. Recommend that City Council deny variance request.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

22-14-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	_____✓_____	\$175.00
Appeal to Staff Decision	_____	\$100.00

Revised

Name of Applicant : CLAUDE D. STUBBS

Name of Business: RESIDENTIAL

Phone: 228-447-5452

Property Address: 2501 BAYOU BEARD

Mailing Address (if Different):

N/A

E-Mail Address: cdstubb855@gmail.com

Reason for request, location and intended use of Property: BUILD A SHOP TO WORK ON MY OLDER MUSTANGS AND F-100 TRUCK. ALSO HAVE A SAAB 900.

ATTACHMENTS REQUIRED AS APPLICABLE:

- _____✓_____ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- _____✓_____ 2. A detailed project narrative.
- _____ 3. Copy of protective covenants or deed restrictions, if any.
- _____ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- _____ 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: Claude D. Stubbs

Date of Application: 27-MAY-2022

FOR OFFICE USE ONLY

Date Received 5-27-22 Verify as Complete SA

Fee Amount Received Paid Initially of Employee Receiving Application BL

Previously

Revised
from
5-5-22
m/s.

VARIANCE CRITERIA for APPROVAL — Please answer the questions below to establish that you meet the Criteria for Approval for a Variance. If more room is needed, answers can be provided on a separate sheet of paper.

- A. Do special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district? If yes, please explain.

YES! OTHER PROPERTIES ON THE STREET AND BEHINDING HAVE AUXILIARY BUILDING TO ACCOMMODATE VARIOUS EQUIPMENT, WOOD WORKING, LAWN EQUIPMENT, GENERAL HOME USE ITEMS THAT HOMEOWNERS ACCUMULATE THROUGHOUT THE YEARS, I AM ALSO PAYING STORAGE ON 4 UNITS TO STORE MY VEHICLES AND VARIOUS PARTS TO SUPPORT THE MAINTENANCE AND CARE OF VEHICLES.

- B. Would the literal interpretation of the provisions of this Ordinance deprive the applicant (you) of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? If yes, please explain.

YES! I AM ONLY REQUESTING THE ABILITY TO HAVE AN ACCESSORY BUILDING AS OTHERS IN MY NEIGHBORHOOD TO ALLOW ME PURSUE MY HOBBY AND ENJOYMENT OF OLDER VEHICLES. WILLING TO MAKE THE BUILDING AESTHETICALLY PLEASING TO THE NEIGHBORS AND NOT EXCEED THE SET BACK BOTH ON THE REAR AND SIDES OF THE PROPERTY. THE BUILDING WILL BE STRICTLY FOR PERSONAL USE NO BUSINESS USE DESIRES WHATSOEVER.

- C. Do the special conditions and circumstances result from actions of the applicant (you)?

YES! I REQUEST THIS VARIANCE TO ALLOW FOR THE BUILDING SO THAT I CAN CLEAN & MAINTAIN MY OLD MUSCLE CARS AND SHOW CARS WITHOUT HAVING TO LEAVE MY RESIDENCE. I AM AN OLDER GENTLEMAN AND SUFFERED A HEART ATTACK IN JANUARY OF 2021. I WISH TO BE CLOSE OR RIGHT AT HOME WHILE TENDING TO MY VEHICLES. I CAN LEAVE MY BUILDING AND WALK INTO MY RESIDENCE AND VICE VERSA, I CAN WORK ON THEM WITHOUT HAVING TO LEAVE HOME AND RETURN HOME WITH NO SAFETY ISSUES AS WELL.

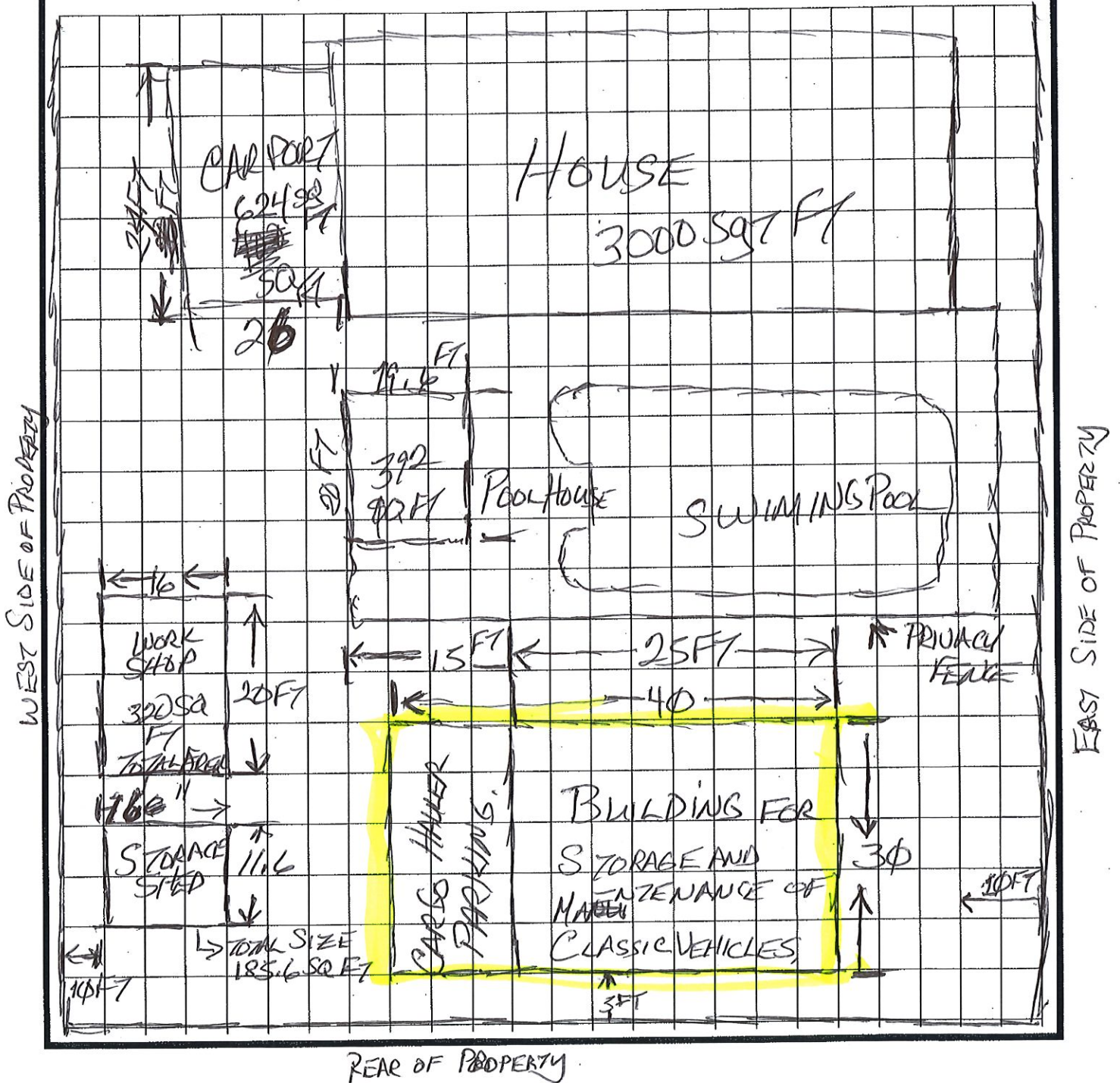
- D. Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

NO! IN MY NEIGHBORHOOD SEVERAL PROPERTIES HAVE AUXILIARY STRUCTURES THAT ARE LARGER THAN REQUESTED 50% SIZE OF THE PRIMARY RESIDENCE. THEIR STRUCTURES MAY HAVE BEEN CONSTRUCTED PRIOR TO THE COVENANT AND CITY BEING INCORPORATED. I AM REQUESTING THE OPPORTUNITY TO BUILD A ACCESSORY BUILDING TO ACCOMMODATE MY OLDER VEHICLES AND ALLOW ME TO WORK ON AND KEEP THEM IN CAR SHOW PRESENTATION CONDITION.

Revised

BAYOU BEND RD.

DIAGRAM



Jackye C. Bertucci

Attorney at Law
Post Office Box 8212
Biloxi, MS 39535-8212
jburtuccilaw@gmail.com
228-424-8081

May 2, 2022

Mr. Scott Ankerson
City of Gautier
Planning Department
3330 Highway 90
Gautier, MS 39553

Via e-mail: sankerson@gautier-ms.gov

Re: Public Hearing Application for a Variance
GPC 22-14-VAR

Dear Mr. Ankerson:

I am writing on behalf of my client, James Chapman, who objects to the variance being requested in the above matter. The public hearing is set for May 5, 2022, and unfortunately I have a conflict out of town on that date that cannot be rescheduled. Mr. Chapman has a serious hearing deficiency and would be prejudiced in trying to represent himself. For these reasons, we are requesting the matter be reset to a later date.

To summarize my client's reason for his objection, we do not believe the applicant meets the criteria for granting a variance. In your City Ordinance, a variance is defined as "a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. . ." Similar language is found in **Section 4.18.4** of your Ordinance, where the criteria for approval of a variance are:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel); structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

Unified Development Ordinance, Section 4.18.4.

Mr. Scott Ankerson

May 2, 2022

Page Two

We believe the requested variance *would be contrary to the public interest*, and there are no conditions peculiar to this property that would make enforcement of the Ordinance result in any unnecessary or undue hardship. There are no special conditions or circumstances peculiar to the particular site for which the variance is being requested that are not applicable to other sites in the same district, and certainly not in the surrounding neighborhood.

Granting the variance would in fact confer upon the applicant a special privilege denied to surrounding property owners in that allowing this additional structure would place him far over the square footage allowed for accessory buildings in this zoning district. Due to the location of his existing structures, this proposed garage would be extremely close to the property line of my client.

In short, the applicant cannot demonstrate the criteria required by the City of Gautier for approval of the requested variance. Granting the variance would be prejudicial to adjoining landowners, specifically my client, Mr. Chapman. We respectfully ask that the Planning Commission deny this request for a variance.

Sincerely,



Jackye C. Bertucci

/jcb

cc: blogan@gautier-ms.gov
Josh Danos, City Attorney

82423580.000 STUBBS CLAUDE D & MYRTLE W

PIDN: 82423580.000

GISP: 776.23-01-0022.00

Owner Information

Percent of Ownership: 100

Name: STUBBS CLAUDE D & MYRTLE W

Name 2:

Mailing Address: 2501 BAYOU BEND DR

GAUTIER MS

39553

Site Address: 2501 BAYOU BEND DR GAUTIER

Land Information

Section: 23

Acreage: 0.80

Township: 7

Range: 7

Street Name BAYOU BEND
DR

Value and Tax Information

Total Assessed Value: 17503

Total Appraised Value: 175030

Improvement Value: 148640

Land Value: 26390

Tax Amount: 1460

SQ FT: 2896

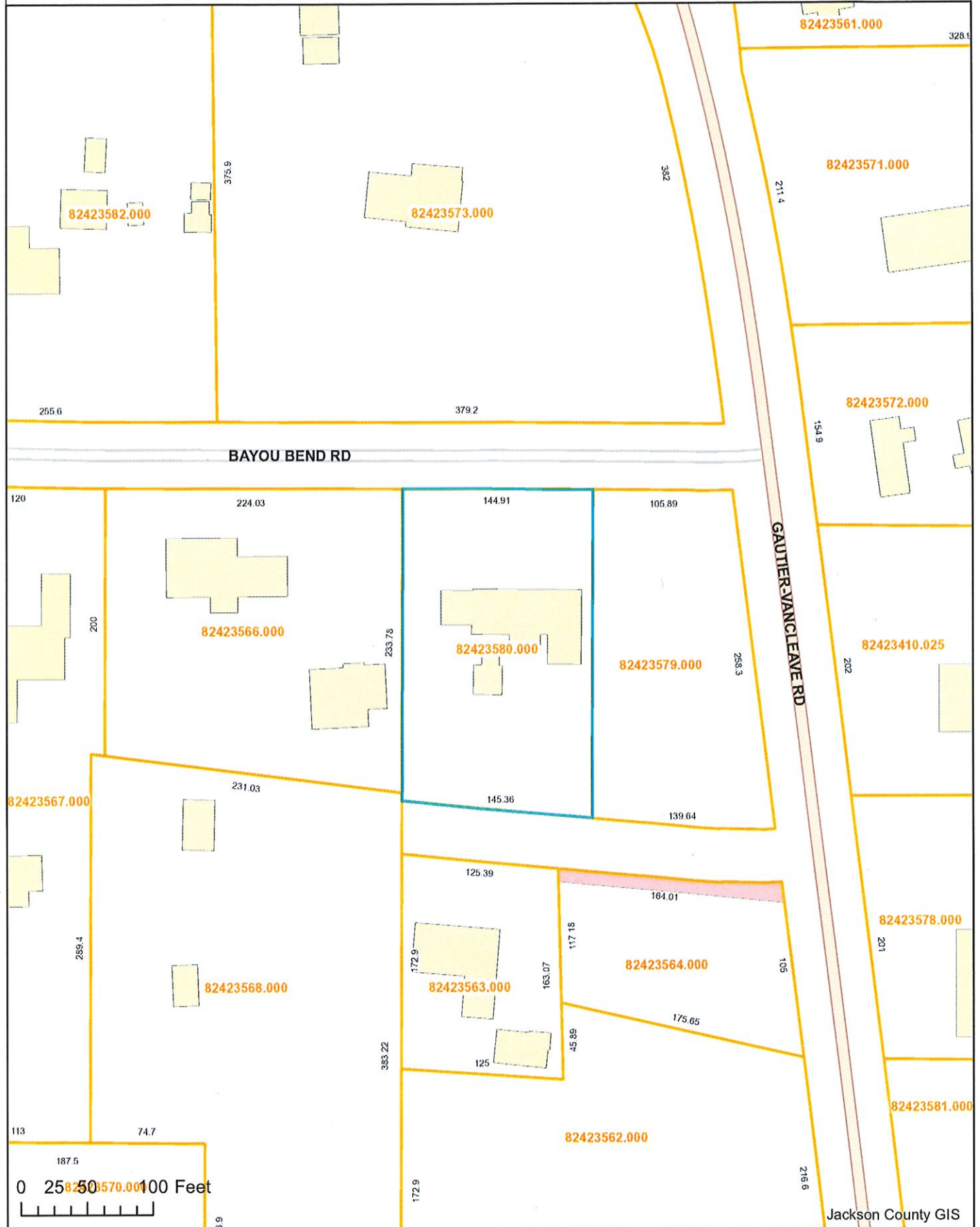
Year Built: 1970

Legal Description

Description: COM NEC S 1335' N 89 DEG W 5.2'
N 89 DEG W 336.9' S 425.9' N 89
DEG W 105.89' TO POB N 89 DEG W
144.91' S 233.48' S 84 DEG E 145
.36' N 244.88' TO POB DB 1706-82
5 (22 MAP776.23-01) 'PER SURVEY'

Deed Book / Page: 1706 / 825

82423580.000 STUBBS CLAUDE D & MYRTLE W



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

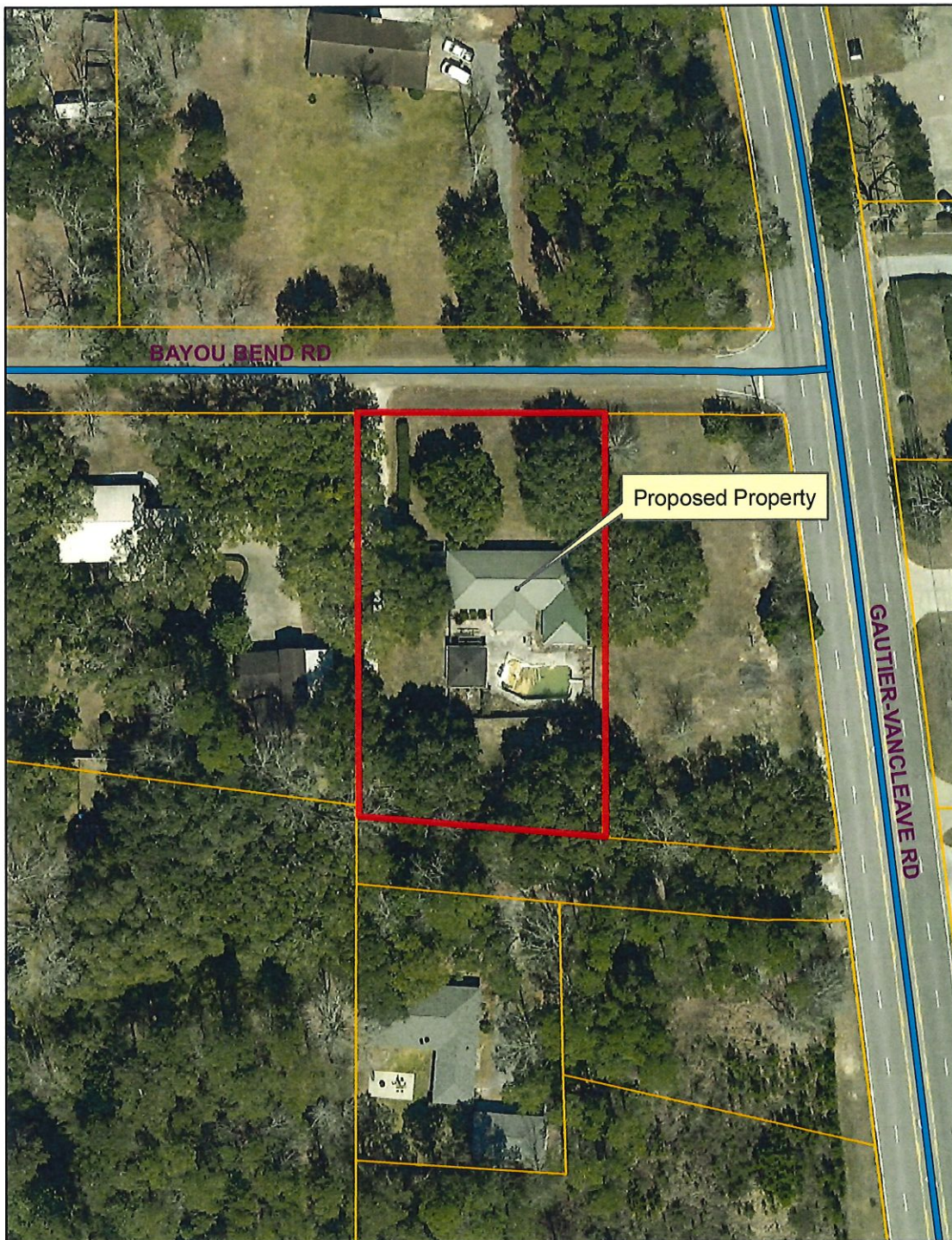


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

	AG
	C-1
	C-2
	C-3
	I-2
	MURC-1
	MURC-2
	MURC-MW
	PL
	PUD
	R-1
	R-2
	R-3
	RE
	TC

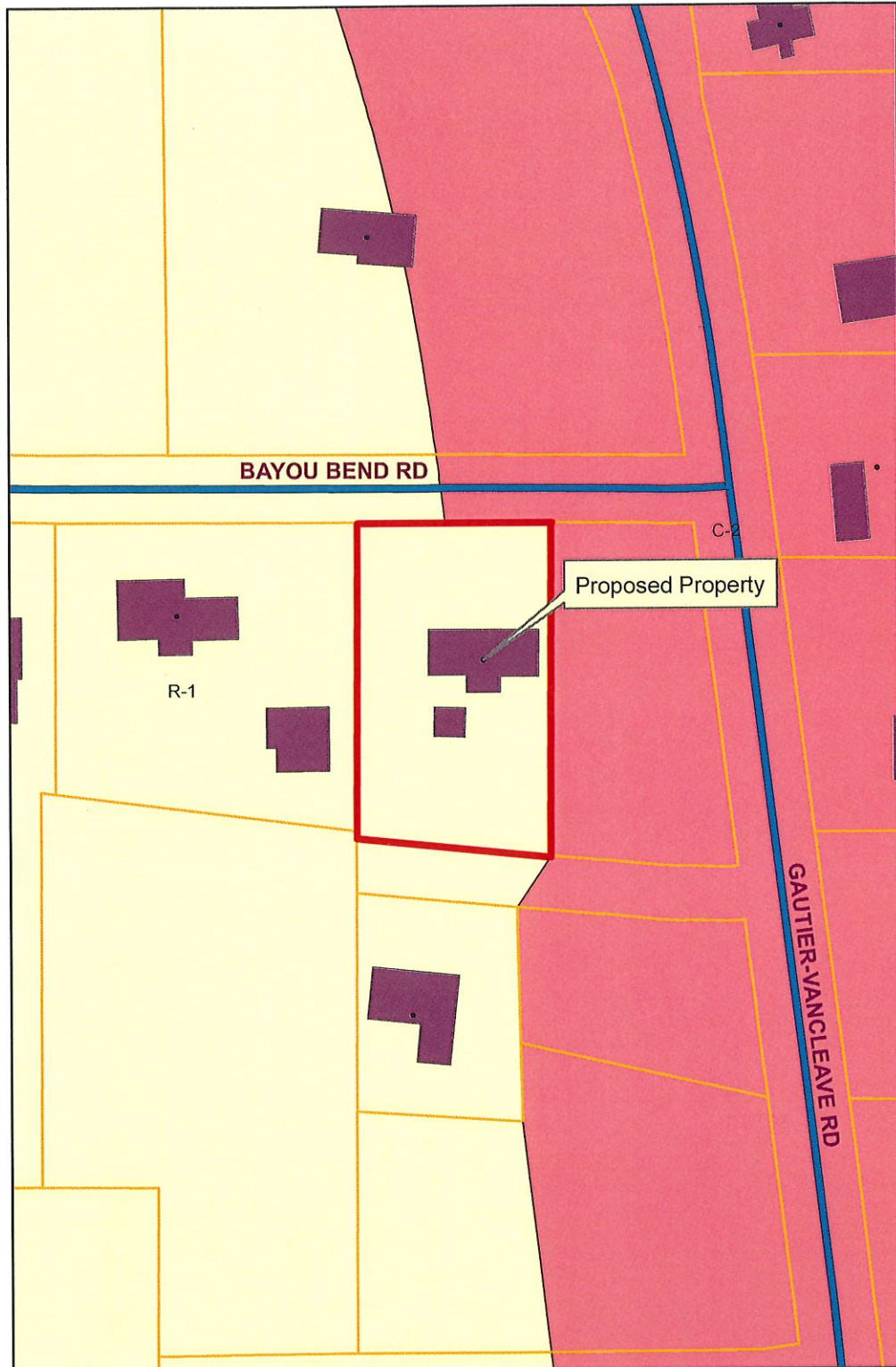


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant



Exhibit D

Future Land-Use

Prepared By:

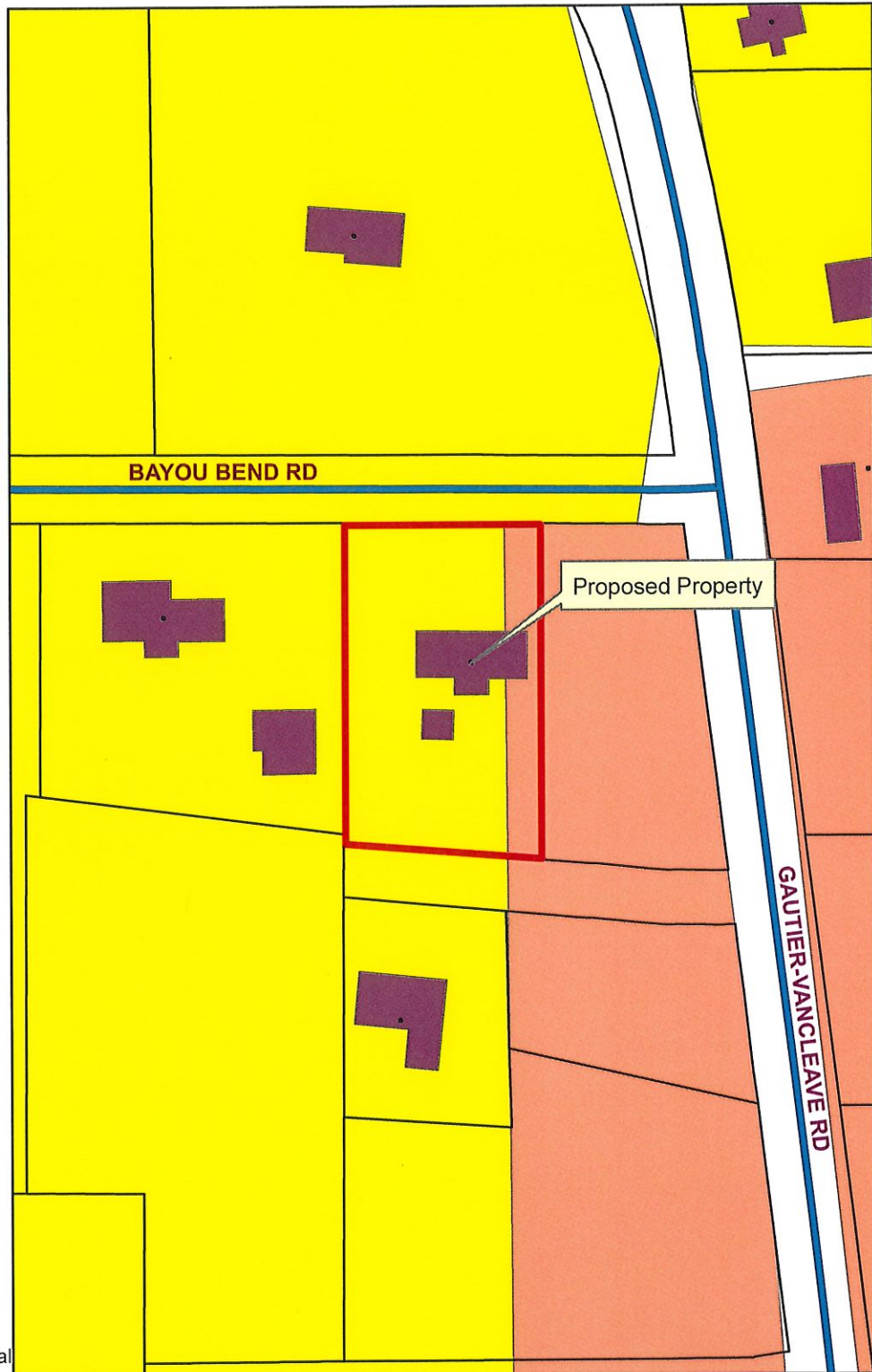
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

- Civic
- high impact commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- low impact Commercial
- Recreational
- recreational commercial
- Regional Scale Commercial
- mixed use residential
- Town Center
- Very Low Density Residential



CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:

June 21, 2022

Title:

Consider a request for a five foot (5') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District located at 2338 Sandalwood Place, Gautier, MS (GPC #22-19-VAR)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider a request for a five foot (5') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District located at 2338 Sandalwood Place, Gautier, MS (GPC #22-19-VAR) (PID #87100207.000)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, the homeowner of 2338 Sandalwood Place, (PID #87100207.000) has requested a five foot (5') variance to side yard setback requirements for an accessory building; and

WHEREAS, the property owner requests a five foot (5') variance to side yard setback requirements in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the proposed accessory building would be five feet (5') from the side property line, in lieu of the required ten feet (10'); and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of same;

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to approve this variance;

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/14/2022
Subject: Consider a request for a five-foot (5') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2338 Sandalwood Place, (GPC #22-19-VAR)

REQUEST:

The Planning Department has received a request from Dwight Hoover for a five-foot (5') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2338 Sandalwood Place, PID #87100207.000. The application fee of \$175 was paid on April 13, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant would like to build an accessory building that would be five feet (5') from the side property line. The required set-back from the side property line is ten feet (10'). The applicant needs a five-foot (5') variance.

DISCUSSION:

The applicant requests a five-foot (5') variance to the minimum side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District that would allow an accessory building to be five feet (5') from the side property line in lieu of the required ten feet (10').

RECOMMENDATION:

The Planning Commission recommends that City Council approve the variance as presented because of the unique character of the yard and the protected trees.

The City Council may:

Approve the variance request as presented;
Approve the variance request with changes; or
Deny variance request.

ATTACHMENTS:

1. Complete Packet 22-19-VAR
2. Excerpt GPC Meeting 6.2.22 (#22-19-VAR)

Excerpt from June 2, 2022 Planning Commission Meeting:

The Planning Department has received a request for a five-foot (5') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2338 Sandalwood Place, PID #87100207.000. (GPC #22-19-VAR)

Commissioner Hoover recused himself because the applicant was his father.

Scott Ankerson, Planning Director, gave a brief overview of the case. He stated that he had been to the property and stated that the request could meet criteria and be approved because of the existing protected trees in the yard.

REQUEST:

The Planning Department has received a request from Dwight Hoover for a five-foot (5') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2338 Sandalwood Place, PID #87100207.000. The application fee of \$175 was paid on April 13, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant would like to build an accessory building that would be five feet (5') from the side property line. The required set-back from the side property line is ten feet (10'). The applicant needs a five-foot (5') variance.

DISCUSSION:

The applicant requests a five-foot (5') variance to the minimum side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District that would allow an accessory building to be five feet (5') from the side property line in lieu of the required ten feet (10').

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

Staff finds that there are existing property constraints that could justify the need for the request variance. If recommending approval, Planning Commission shall record that the evidence presented meets all "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

- 1. Recommend that City Council approve the variance request as presented;
- 2. Recommend that City Council approve the variance request with changes; or
- 3. Recommend that City Council deny variance request.

ATTACHMENTS:

- 1. Applicant's Exhibit 1 – Application
- 2. City's Exhibit A – Location Map
- 3. City's Exhibit B – Existing Zoning Map
- 4. City's Exhibit C – Existing Land Use Map
- 5. City's Exhibit D – Future Land Use Map

Chairman Jamison asked the applicant to present his case.

Dwight Hoover, applicant, stated that he wanted to install an 18' x 20' prefabricated steel carport behind his house. In order to be able to pull his car into the carport from the drive, he needed to place the carport five feet (5') from the side property line.

Mr. Ankerson stated that the topography of the property could cause water issues if the carport was not put in align with the drive.

ACTION TAKEN:

Commissioner Ward made a motion to recommend that City Council approve the variance as presented because of the unique character of the yard and the protected trees.

Commissioner Davis seconded the motion and the following vote was recorded:

AYES: **Josh Ward**
 Kay C. Jamison
 DeAnna McManus
 William Davis

ABSENT: **Paul Gainer**
 Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 2, 2022

GPC #22-19-VAR

2338 Sandalwood Place

VII. NEW BUSINESS

1. Consider a request for a five-foot (5') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2338 Sandalwood Place, (GPC #22-19-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: May 24, 2022

Subject: Consider a request for a five-foot (5') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2338 Sandalwood Place, (GPC #22-19-VAR)

REQUEST:

The Planning Department has received a request from Dwight Hoover for a five-foot (5') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2338 Sandalwood Place, PID #87100207.000. The application fee of \$175 was paid on April 13, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant would like to build an accessory building that would be five feet (5') from the side property line. The required set-back from the side property line is ten feet (10'). The applicant needs a five-foot (5') variance.

DISCUSSION:

The applicant requests a five-foot (5') variance to the minimum side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District that would allow an accessory building to be five feet (5') from the side property line in lieu of the required ten feet (10').

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a

Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

Staff finds that there are existing property constraints that could justify the need for the request variance. If recommending approval, Planning Commission shall record that the evidence presented meets all "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the variance request as presented;
2. Recommend that City Council approve the variance request with changes; or
3. Recommend that City Council deny variance request.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

22-19-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>X</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: Dwight Hoover
Name of Business: _____ Phone: 541-974-3757
Property Address: 2338 Sandalwood Pl Mailing Address (if Different): _____
E-Mail Address: sqwdust46@juno.com

Reason for request, location and intended use of Property: I would like to install a pre-fabricated steel carport behind my house. 5' side yard variance

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ 2. A detailed project narrative.
- ☐ 3. Copy of protective covenants or deed restrictions, if any.
- ☐ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- ☒ 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: Dwight Hoover Date of Application: 4/13/22

FOR OFFICE USE ONLY

Date Received 4-13-22 Verify as Complete BR

Fee Amount Received 175.00 Initials of Employee Receiving Application BR

VARIANCE CRITERIA for APPROVAL — Please answer the questions below to establish that you meet the Criteria for Approval for a Variance. If more room is needed, answers can be provided on a separate sheet of paper.

- A. Do special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district? If yes, please explain.

*If i observe the 10' setback on the right,
i will not be able to turn into the carport*

- B. Would the literal interpretation of the provisions of this Ordinance deprive the applicant (you) of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? If yes, please explain.

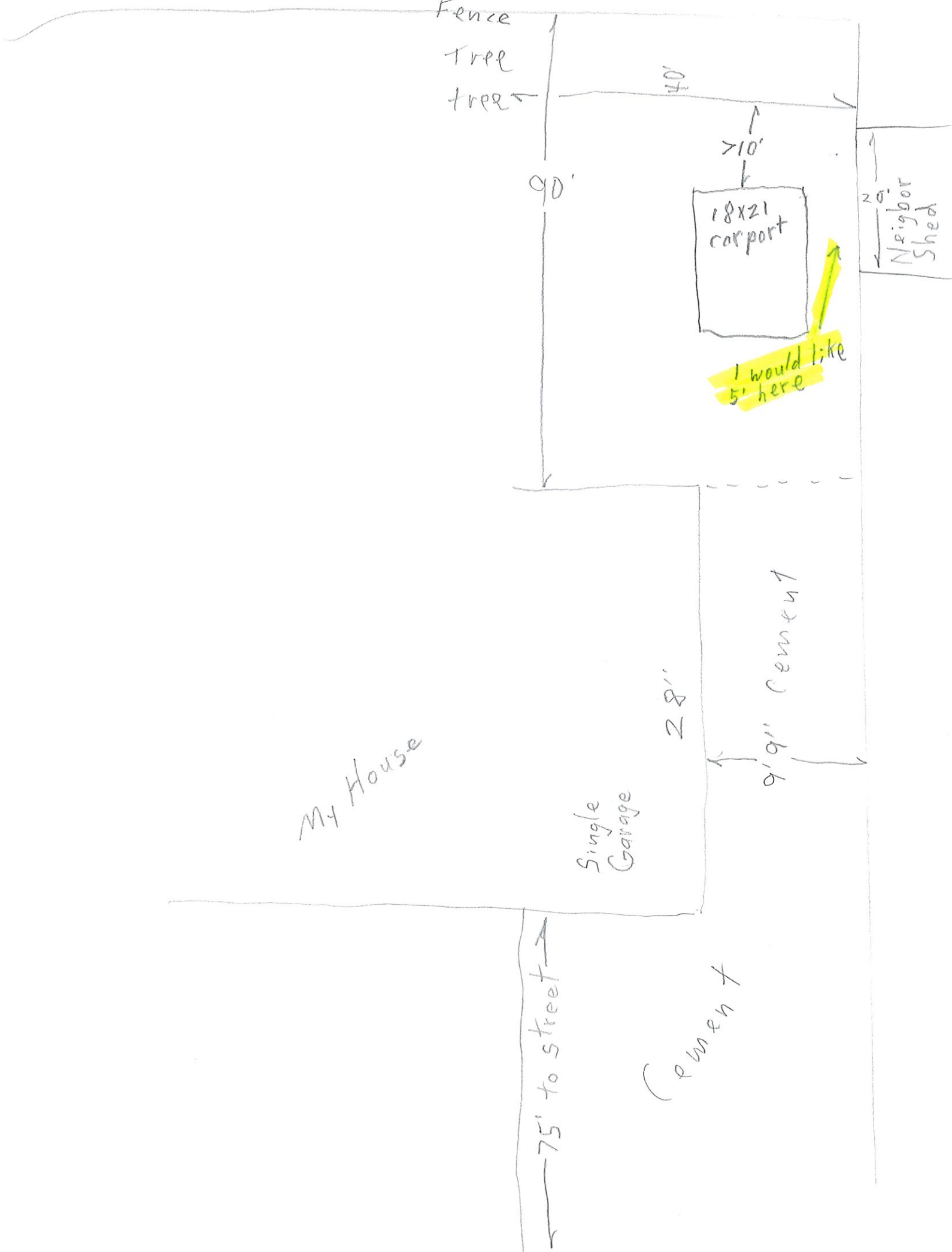
*Yes. I would not be able to park in
the carport.*

- C. Do the special conditions and circumstances result from actions of the applicant (you)?

No

- D. Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

No



I want to put a 18'X21'
pre fabricated carport behind my
house. I need the variance so I
can have a clear path to the car port.

Dwight Hoover
2338 Sandalwood Pl
Gautier MS 39553
541-974-3757

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202118691 BK:2033 PG:443-444
07/21/2021 02:15:43 PM 2 PGS
BORGERON,DC Rcpt#19674



202118691 2 PGS

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantors:
Kenneth E. Broadus
Nancy L. Broadus
3 Timberland Pass
Wetumpka, AL 36093
(228) 990-3709

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
Dwight Hoover
Marcia Hoover
2338 Sandalwood Pl
Gautier, MS 39553
(541) 974-3757

File No. G218291N

INDEXING INSTRUCTIONS: Lot 7, Sandalwood by the Sea S/D, Part C, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, We, **Kenneth E. Broadus and Nancy L. Broadus**, do hereby sell, convey and warrant unto **Dwight Hoover and Marcia Hoover**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot 7, Sandalwood by the Sea Subdivision, Part C, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi, in Plat Book 8, at Page 31.

This being the same property as that conveyed to Kenneth E. Broadus and Nancy L. Broadus, by instrument recorded in Deed Book 1076, Page 462, Land Deed Records of Jackson County, Mississippi.

87100207.000 BROADUS KENNETH E & NANCY L

PIDN: 87100207.000

GISP: 863.05-03-0072.00

Owner Information

Percent of Ownership: 100

Name: BROADUS KENNETH E & NANCY L

Name 2:

Mailing Address: 2338 SANDALWOOD DR
GAUTIER MS
39553

Site Address: 2338 SANDALWOOD DR GAUTIER

Land Information

Section: 05 Acreage: 0.00

Township: 8

Range: 6

Street Name SANDALWOOD
DR

Value and Tax Information

Total Assessed Value: 11283

Total Appraised Value: 112834

Improvement Value: 100354

Land Value: 12480

Tax Amount: 440

SQ FT: 2002

Year Built: 1972

Legal Description

Description: LOT 7 PT C SANDALWOOD BY THE SEA
DB 1076-462 (72 Map863.05-03)

Deed Book / Page: 1076 / 462

87100207.000 BROADUS KENNETH E & NANCY L



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

	AG
	C-1
	C-2
	C-3
	I-2
	MURC-1
	MURC-2
	MURC-MW
	PL
	PUD
	R-1
	R-2
	R-3
	RE
	TC

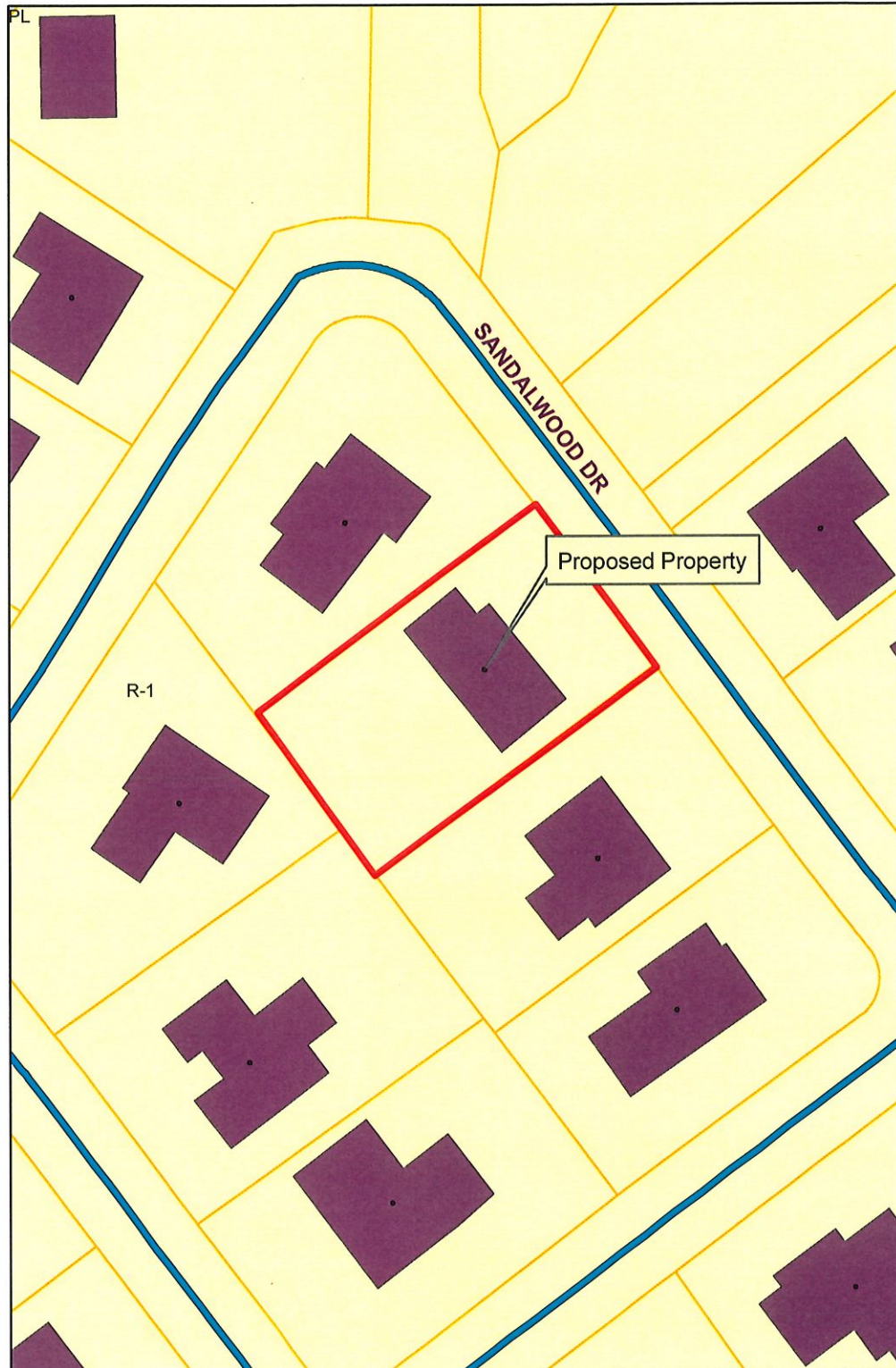


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

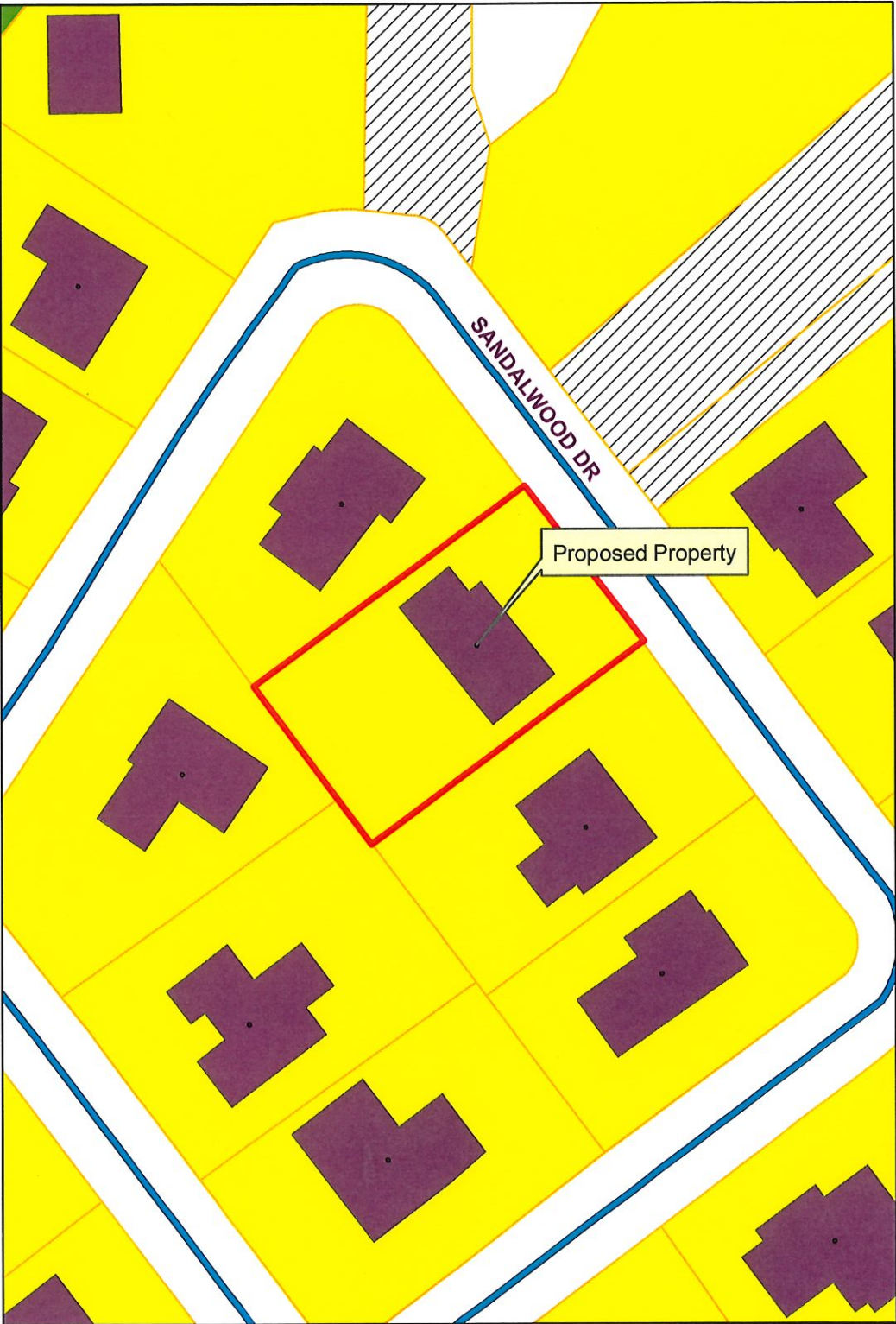


Exhibit D

Future Land-Use

Prepared By:

City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

-  Civic
-  high impact commercial
-  Conservation
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Medium Density Residential
-  Mobile Home Residential
-  low impact Commercial
-  Recreational
-  recreational commercial
-  Regional Scale Commercial
-  mixed use residential
-  Town Center
-  Very Low Density Residential



**CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

June 21, 2022
Consideration of a Special Exception that would allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District located at 1711 Tradewinds Drive, Gautier, MS (GPC Case No. 22-15-SE)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District, located at 1711 Tradewinds Drive, Gautier, MS (GPC Case No. 22-15-SE) (PID #85414303.000)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 22-15-SE
1711 TRADEWINDS DRIVE – SPECIAL EXCEPTION FOR AN
ACCESSORY STRUCTURE ON A LOT WITHOUT A PRIMARY
STRUCTURE
R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING
DISTRICT
REGARDING PARCEL ID NO: #85414303.000**

WHEREAS, an application for a Special Exception Permit to allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District was submitted by Christine Clark; and

WHEREAS, the City Council hereby finds that the proposed use, classified as an accessory structure, requires a Special Exception Permit in the R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the parcel subject to this Permit is located on 1711 Tradewinds Drive, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its June 2, 2022 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended denial of such permit, due to the lack of hardship being proven; and

WHEREAS, the City Council hereby finds that the proposed Special Exception (will or will not) be in harmony with the purpose and intent of the Unified Development Ordinance; and will not be injurious to the neighborhood or the general welfare; and

WHEREAS, the City Council hereby finds that the proposed Special Exception (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance have been met to (approve or deny) a Special Exception Permit; and

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by Christine Carter on June 2, 2022 for a Special Exception Permit for an accessory structure on a lot without a primary structure.

IT IS FURTHER ORDERED that the Planning Department shall have this permit on file and provide the applicant a copy of the permit.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/14/2022
Subject: Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District, 1711 Tradewinds Drive. (GPC #22-15-SE)

REQUEST:

The Planning Department has received a request from Christine Clark for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District at 1711 Tradewinds Drive, PID #85414303.000 (GPC #22-15-SE) The application fee of \$250 was paid on April 7, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.
Location: 1711 Tradewinds Drive, PIC #85414303.000 (See Exhibit A)
General features of the proposed project: Site Size: Approximately 1.2 Acres
Potable Water and Wastewater Services: Existing at current location
Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential _

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: Please see attached letter.

Staff Finding: Staff has no evidence in support of this criteria.

Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: No.

Staff Finding: Staff's opinion is that approval of the request will not negatively affect the neighborhood.

Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: Please see attached letter.

Staff Finding: Staff has no evidence in support of this criteria.

DETERMINATION OF APPLICABLE LAW:

The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO)

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to

City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4) Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

The property changes ownership

The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or

The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION:

The Planning Commission recommends that City Council deny the Special Exception due to lack of a hardship being proven.

The City Council may:

Approve the Special Exception;

Approve the Special Exception with changes; or

Deny the Special Exception.

ATTACHMENTS:

1. Complete Packet 22-15-SE
2. Excerpt GPC Meeting 6.2.22 (#22-15-SE)

Excerpt from June 2, 2022 Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District at 1711 Tradewinds Drive, PID #85414303.000 (GPC #22-15-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He stated that there was an existing boat dock on the property that the applicant wanted to get electricity at. He further explained that because the accessory structure was there without a main structure the applicant would have to get approval for the accessory structure before any power could be given. He reminded the Commissioners that the Special Exception was not to permit power to the accessory structure but whether or not to approve the accessory structure on the property without a main structure.

REQUEST:

The Planning Department has received a request from Christine Clark for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District at 1711 Tradewinds Drive, PID #85414303.000 (GPC #22-15-SE) The application fee of \$250 was paid on April 7, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 1711 Tradewinds Drive, PIC #85414303.000 (See Exhibit A)
2. General features of the proposed project:
Site Size: Approximately 1.2 Acres
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: Please see attached letter.

Staff Finding: Staff has no evidence in support of this criteria.

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: No.

Staff Finding: Staff's opinion is that approval of the request will not negatively affect the neighborhood.

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: Please see attached letter.

Staff Finding: Staff has no evidence in support of this criteria.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed.

At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

Chairman Jamison asked the applicant to present her case.

Christine Clark, the applicant, lives at 1712 Tradewinds. She stated that in 2018 after the boat slips at the Tiki where she docked her boats were sold, she bought 1711 Tradewinds to place her boats there. She said SREPA told her that power had been turned off there in 2015. Her and her husband wanted to build a house at 1711 Tradewinds but it would be too expensive because it was located in a flood zone. She said she wants power there so she can charge the boat battery without having to use a generator, go night fishing at the property, and because they have had things stolen from the property.

Jason Clark, the applicant's husband, said there was a boat lift, two boats plus boats in the lift. He said there had been a shed on the concrete slab on the property, but he was hoping to build a pavilion there for birthday parties, etc.

Mr. Ankerson said there was a Special Exception that was recently granted for an accessory building on a lot across from the main structure but the lot the accessory building was on was not a buildable lot. The lot the applicant is wanting approval for is a buildable lot. Each Special Exception must be looked at separately to see if the request meets the criteria.

Doris Shamburger, a neighbor, is opposed to the request. She said that it is a junkyard, and the property is not zoned for an accessory structure without a main structure.

Lynn Muller, a neighbor, also is opposed to the request.

Jason Clark stated that he needed power to work on his boats and to lower his boat into the water.

Commissioner Davis stated that in the picture he was looking at it looked like a boat yard business.

Mr. Clark said that he would bush hog the property and take everything to the dump except for the boats.

Commissioner McManus stated that the lot was buildable and could be sold and used for the use intended, and that she did not see where the situation was a hardship.

ACTION TAKEN:

Commissioner McManus made a motion to recommend that City Council deny the Special Exception due to lack of a hardship being proven.

Commissioner Davis seconded the motion and the following vote was recorded:

AYES: Joshua Ward
William Davis
DeAnna McManus

NAYS: Kay C. Jamison
Chris Hoover

ABSENT: Ricky Decoteau
Paul Gainer

Motion to recommend denial of the request passed.

Gautier Planning Commission

Regular Meeting Agenda

June 2, 2022

GPC #22-15-SE

Christine Clark

1711 Tradewinds Drive

VII. NEW BUSINESS

1. Consider a request from Christine Clark for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District, 1711 Tradewinds Drive. (GPC #22-15-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: May 25, 2022

Subject: Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District, 1711 Tradewinds Drive. (GPC #22-15-SE)

REQUEST:

The Planning Department has received a request from Christine Clark for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District at 1711 Tradewinds Drive, PID #85414303.000 (GPC #22-15-SE) The application fee of \$250 was paid on April 7, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 1711 Tradewinds Drive, PIC #85414303.000 (See Exhibit A)
2. General features of the proposed project:
Site Size: Approximately 1.2 Acres
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: Please see attached letter.

Staff Finding: Staff has no evidence in support of this criteria.

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: No.

Staff Finding: Staff's opinion is that approval of the request will not negatively affect the neighborhood.

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: Please see attached letter.

Staff Finding: Staff has no evidence in support of this criteria.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Hearing Number

22-15-SE

TYPE OF REQUEST:

Special Exception

FEE:

\$250.00

Special Exception— These uses are not allowed by right, and **require** a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: CHRISTINE CLARK

Name of Business:

Address: 1711 TRADEWINDS DRIVE, GAUTIER, MS 39553

Mailing Address (if different): 1712 TRADEWINDS DRIVE, GAUTIER, MS 39553

Email Address: jasonc101365@yahoo.com

Phone: Cell Phone: 228-2496480

Reason for request, location and intended use of Property: TO TURN POWER ON AT
THE BOAT DOCK - (Accessory building without primary structure)

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ 2. Legal descriptions and street address.
- ☒ 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- ☐ 4. Copy of protective covenants or deed restrictions, if any.
- ☐ 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- ☐ 6. Any other information requested by the Planning Director and/or members of the Technical Review Committee.
- ☒ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: [Signature]

FOR OFFICE USE ONLY

Date Received 4-7-22

Verify as Complete BR / SA

Fee Amount Received \$250.00

Initials of Employee Receiving Application BR

Date of Application: April 5, 2022

I, JASON CLARK, the fee simple owner of the following described property (give legal description):

SITE ADDRESS: 1711 TRADEWINDS DRIVE

LEGAL DESCRIPTION:

LOT 365 & S 20' LOT 366 GULF SPRINGS
EST S/D SEC B PB 6-32 DB18
88-91 (21M MAP 872.10-03)

hereby petition to the City of Gautier to Grant a Special Exception of

in

and affirm that CHRISTINE CLARK is hereby

designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application; attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

[Signature]
(Owner's Signature)

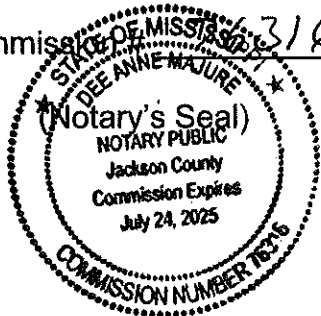
The foregoing instrument was acknowledged before me this 5 day of April, 2022 by JASON CLARK

, who is personally known to me or has produced MS Drivers License as identification and who did take an oath.

Dee Anne Majure
(Printed Name of Notary Public)

[Signature]
(Signature of Notary Public)

Commissioner of MISSISSIPPI 6316. My commission expires 7-24-25.



OWNERS CONSENT AND DESIGNATION OF AGENCY - SPECIAL EXCEPTION

SPECIAL EXCEPTION

Criteria for Approval Special Exception

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant? *Please see attached letter.*
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare? *NO.*
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant? *Please attached letter.*

April 5, 2022

To whom it may concern;

This is to respectfully request your good office to please allow power to be turned at our property located at 1711 Tradewinds Drive, Gautier MS. We were informed that per City Ordinance, for the power to be turned at the said location, we would have to build a house with at least 1300sq feet heated and cooled area. As much as we would love to, we have decided against it due to flooding issues. We instead acquired the house across us at 1712 Tradewinds Drive (attached copy of Warranty Deed incase needed). We have been using 1711 Tradewinds Drive property as our fishcamp, to dock our boats and to fish every weekend. We fell in love with the location and the neighborhood that is why we decided to acquire the neighbor's house and move here. We need the power at 1711 to keep our shrimp boat batteries charged at all times so when it is raining or storming we won't have to worry about it not pumping water out and also keep it from going bad to save us from buying batteries almost 2x a year. We also need it so we can install security cameras because we have had burglaries there couple of times and then of course, for lightings and maintenance around the area.

Hoping for a favorable outcome and your time and kind attention is highly appreciated. Thank you and have a blessed day!

Sincerely yours,

A handwritten signature in black ink, appearing to be 'JC' or 'JW' with a large checkmark-like flourish at the end.

Jason and Christine Clark

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
William S. DesJardins
1704 Seacrest Drive
Gautier, MS 39553
(228) 209-3429

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
Christine Clark
Jason Clark
1712 Tradewinds Drive
Gautier, MS 39553
(228) 249-6480

File No. G228768F

INDEXING INSTRUCTIONS: Lot 386, Gulf Springs Est., Sec. B, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **William S. DesJardins**, do hereby sell, convey and warrant unto **Christine Clark and Jason Clark**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot 386, Gulf Springs Estates, Section B, as per plat thereof recorded in Plat Book 6, Page 32, Record of Official Plats on file in the office of the Chancery Clerk of Jackson County, Mississippi.

This being the same property as that conveyed to William S. DesJardins, by instrument recorded in Book 1783, Page 751, Land Deed Records of Jackson County, Mississippi.

85414303.000 CLARK CHRISTINE & JASON O

PIDN: 85414303.000

GISP: 872.10-03-0021.00M

Owner Information

Percent of Ownership: 100

Name: CLARK CHRISTINE & JASON O

Name 2:

Mailing Address: 3407 PINEVIEW DR

PASCAGOULA MS

39567

Site Address: 1711 TRADEWINDS DR GAUTIER

Land Information

Section: 10

Acreage: 0.00

Township: 8

Range: 7

Street Name TRADEWINDS
DR

Value and Tax Information

Total Assessed Value: 8113

Total Appraised Value: 54080

Improvement Value: 11870

Land Value: 42210

Tax Amount: 1295

SQ FT: 0

Year Built:

Legal Description

Description: LOT 365 & S 20' LOT 366 GULF SPR

INGS EST S/D SEC B PB 6-32 DB 18

88-91 (21M MAP872.10-03)

Deed Book / Page: 1888 / 91

85414303.000 CLARK CHRISTINE & JASON O

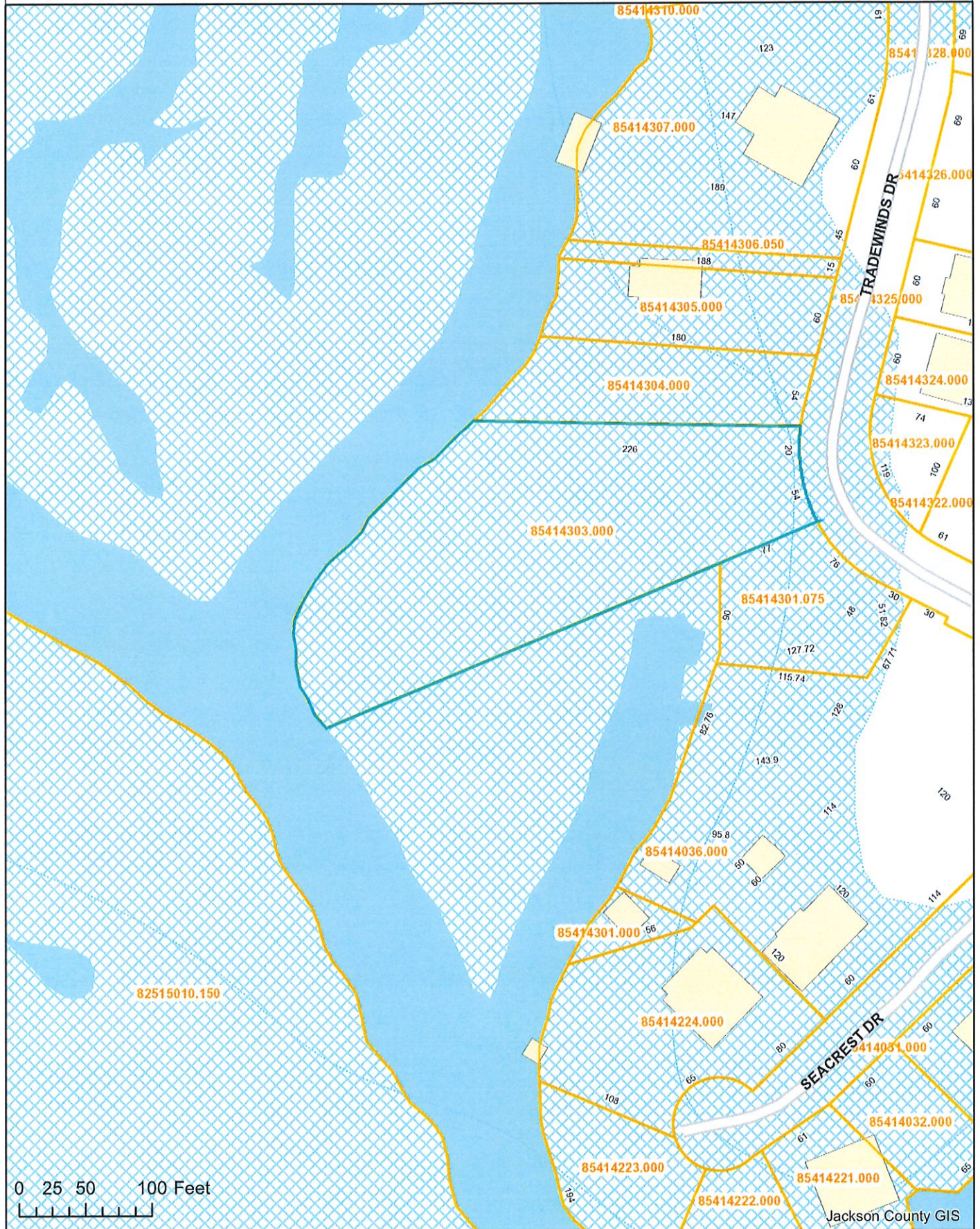


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

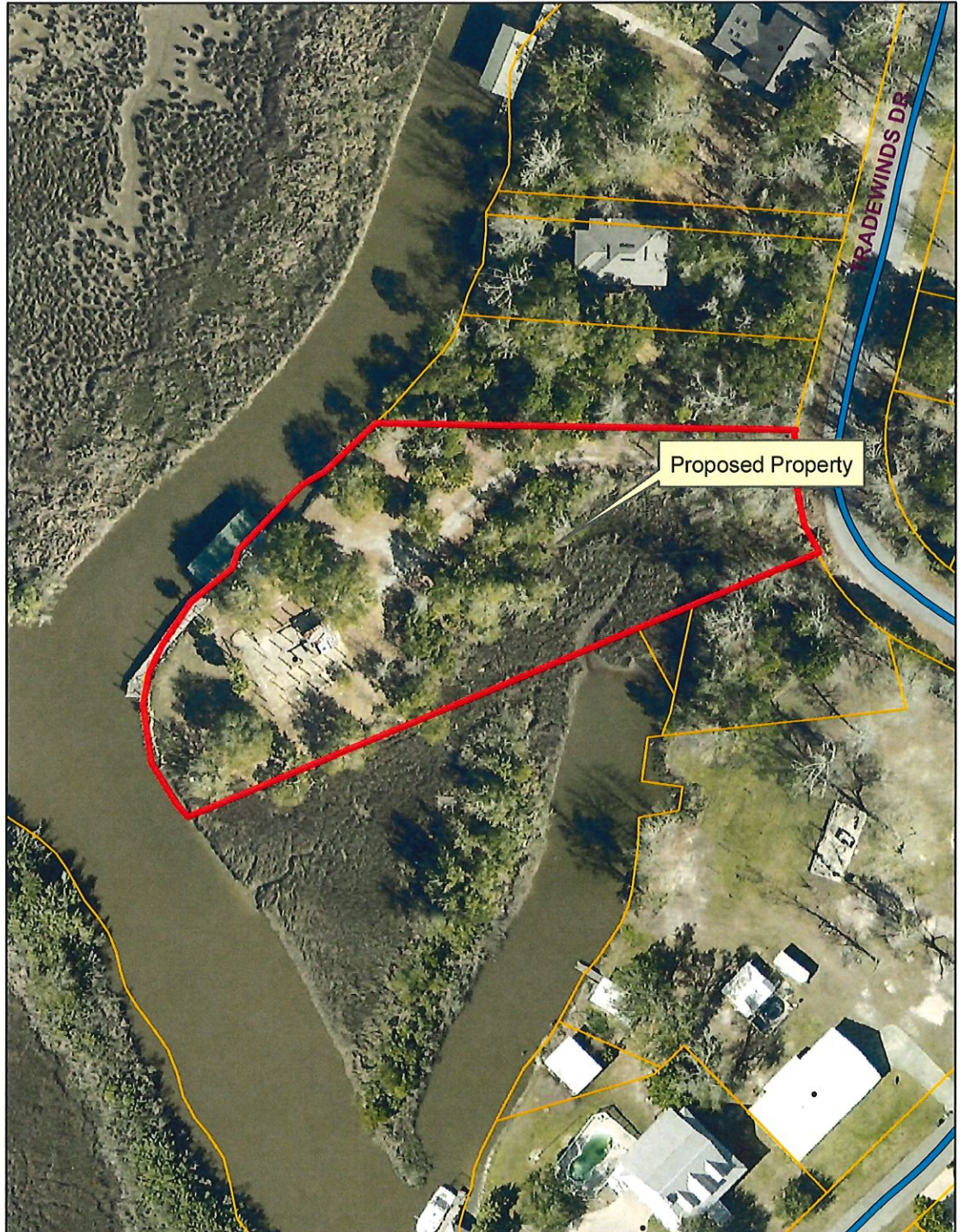


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

	AG
	C-1
	C-2
	C-3
	I-2
	MURC-1
	MURC-2
	MURC-MW
	PL
	PUD
	R-1
	R-2
	R-3
	RE
	TC



Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

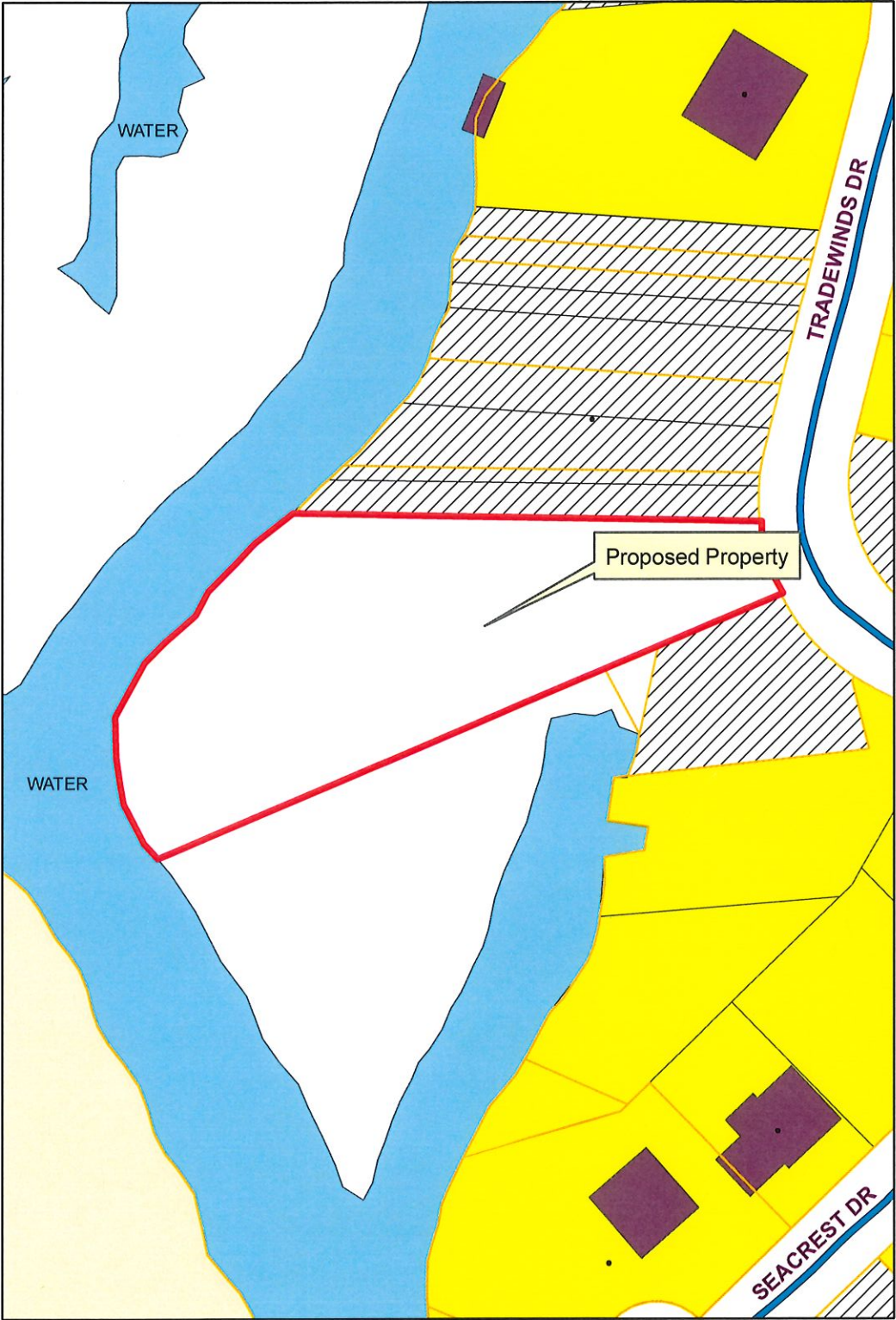


Exhibit D

Future Land-Use

Prepared By:

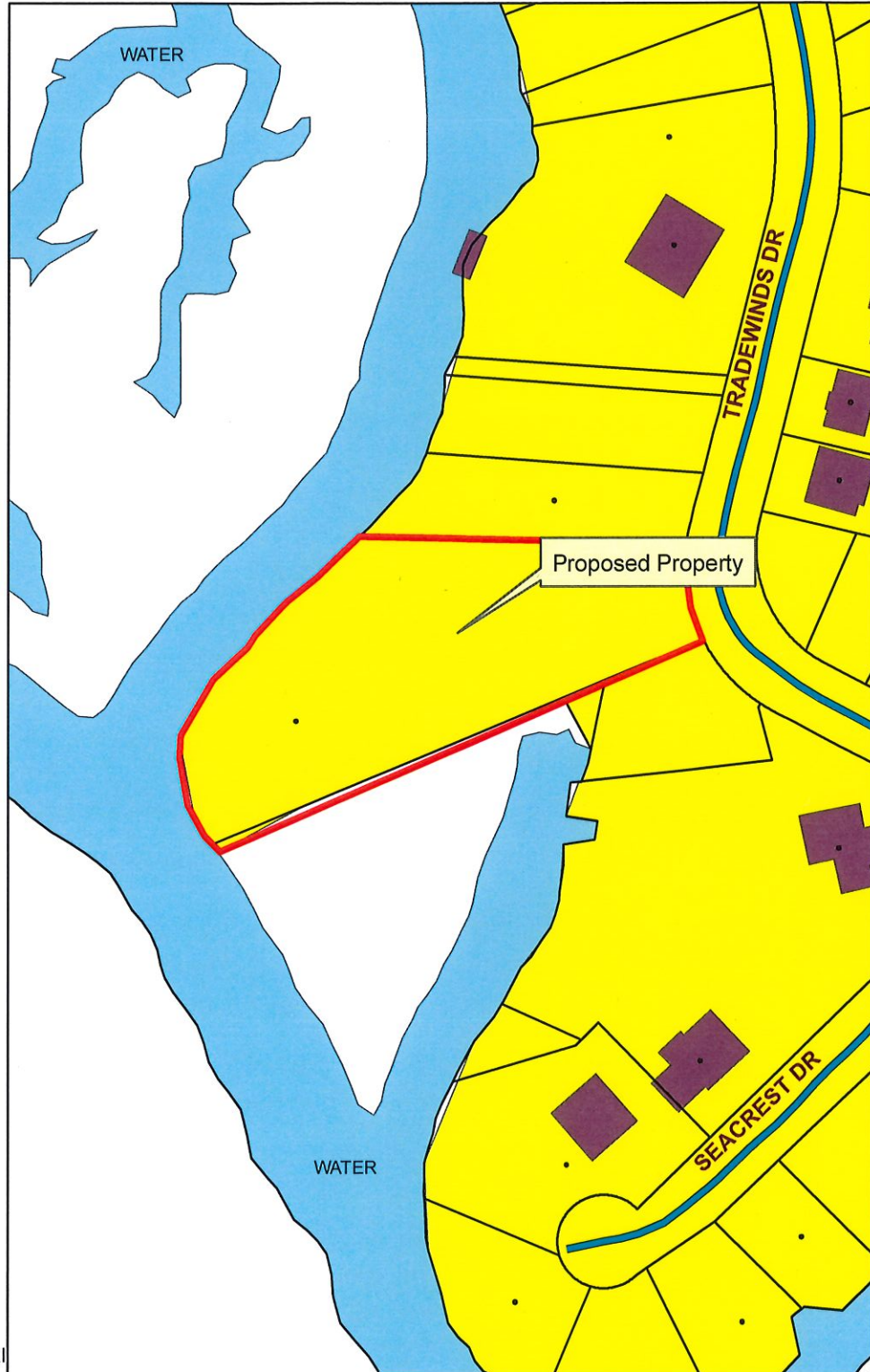
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

-
- Civic
- high impact commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- low impact Commercial
- Recreational
- recreational commercial
- Regional Scale Commercial
- mixed use residential
- Town Center
- Very Low Density Residential



**CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet**

Council Meeting:
Title:

June 21, 2022
Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 000-2022

WHEREAS, in accordance with Section 21-19-11, Mississippi Code of 1972, the Council of the City of Gautier, Mississippi, hereby approved, after lawful notice and hearing, that the parcels of land described in "Exhibit A" were in such a state of uncleanness as to be a menace to the public health and safety of the community and authorized them to be abated by the City; and

WHEREAS, during each public hearing, the City Council approved assessment of the cost associated with the abatements, in addition to penalties, as indicated on Exhibit A; and

WHEREAS, the parcels have now been abated by the City of Gautier; and

WHEREAS, it is hereby resolved that the amount set for the parcels listed hereinafter is the actual cost of cleaning of each parcel, plus any penalties, as identified; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI:

SECTION 1. That the City Council for the City of Gautier hereby adopts the foregoing recitals as its findings.

SECTION 2. That the parcels of land identified in "Exhibit A," which are described by reference to deeds recorded at the appropriate pages in the Jackson County, Mississippi, Land Deed Books, are hereby charged with the cost of cleaning each parcel, plus any penalties, as identified.

SECTION 3. That these amounts are hereby declared to be an assessment and lien against each parcel listed in "Exhibit A," which shall be enrolled in the office of the Circuit Clerk of Jackson County, Mississippi, as judgements are enrolled, and the Jackson County Tax Collector, acting as collector of City taxes, is hereby directed to sell each parcel of land to satisfy the liens in the manner provided by law for the sale of land for delinquent taxes.

IT IS FURTHER RESOLVED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

Mayor Casey C. Vaughan

Council At Large Adam Colledge

Ward 1 Cameron George

Ward 2 Richard "DJ" Jackson

Ward 3 Gordon Gollott

Ward 4 Rusty Anderson

Ward 5 Dante Elbin

City of Gautier

Mississippi



City Manager
Paula Yancey

City Clerk
Teresa L. Montgomery

3330 Highway 90
Gautier, MS 39553
Phone : (228) 497-8000
Fax : (228) 497-8028
Email : gautier@gautier-ms.gov
Website: www.gautier-ms.gov

June 11, 2022

Re: Resolution For Lien Assessments

Dear Council Members:

I am requesting the Council approve the abatement costs of three (3) addresses you will find enclosed and titled *Exhibit A*. The costs are associated with previous orders this Council issued for cleaning, cutting, or demolishing dilapidated and dangerous properties. Invoices for the costs are also enclosed and are titled *Exhibit B*. If you need any further information, my number is 228-497-1868 ext 360 and my email address is pfagan@gautier-ms.gov.

Sincerely,

Patrick Fagan

Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

enclosures

Exhibit A
Gautier Lien Assessments

Parcel & Address	Owner & Mailing Address	Total Assessment
#87116052.000 7317 Pineview	Wesley Heil 1525 Oak Leaf Cr Gautier, MS 39553	Cost: \$4,640 Penalty: \$1,500 Total Assessment: \$6,140
#87116065.000 7309 Pineview	Wesley Heil 1525 Oak Leaf Cr Gautier, MS 39553	Cost: \$4,640 50% Penalty: \$2,320 Total Assessment: \$6,960
#82300003.000 6312 East Lake Blvd	Brian Britt 416 Billy Davis Rd. Silvercreek, MS 39663	Cost: \$1,100 Penalty: \$0 Total Assessment: \$1,100

Exhibit B

Invoices For Gautier Abatements

7317 Pineview, Council Order Number 243-2021

TRI-STAR



DEMOLITION SERVICE, LLC

228-219-6995

Demolition Contract

Date 12/05/21

Please Remit:

Tri-Star Demolition
3736 Baywood Drive
Moss Point, MS 39563
tristardisposal@att.net
228-219-6995

BILL TO:

City of Gautier Planning Department
33 US 90 West
Gautier, MS 39553

Service Location:

7309 and 7317 Pineview
Gautier, MS 39553

Phone Number:

228-497-1878 Ext
319
[mchandler@gautier-
ms.gov](mailto:mchandler@gautier-ms.gov)

Project

Trailer and Shed
Demolition

Service Date	Item	Description	Amount
Upon Notice to Proceed	(3) Trailers and (1) Large Shed Demo		\$9,280.00

Tri-Star Demolition is licensed and insured with the City of Gautier, MS and hereby agrees to perform the following at above service location:

- Contractor to obtain permit
- Mobilize equipment to site
- Call for 811 cut back
- Demo three mobile homes with contents
- Demo one large shed with contents **excluding slab*
- Haul demolition debris to proper landfill
- Cut grass, clear under brush, weeds, foliage, and yard debris
- Cap sewer line
- All salvage becomes property of Tristar upon signing of contract

SUBTOTAL

\$9,280.00

***TOTAL**

** Due upon completion*

\$9,280.00

Client's Signature

Date


Tri-Star Waste Management & Demolition, LLC


Date

**THANK YOU FOR
YOUR BUSINESS!**

TRI-STAR



DEMOLITION SERVICE, LLC
228-219-6995

Demolition Contract

Date 12/05/21

BILL TO:

City of Gautier Planning Department
33 US 90 West
Gautier, MS 39553

Please Remit:

Tri-Star Demolition
3736 Baywood Drive
Moss Point, MS 39563
tristardisposal@att.net
228-219-6995

Service Location:

7309 and 7317 Pineview
Gautier, MS 39553

Phone Number:

228-497-1878 Ext
319
[mchandler@gautier-
ms.gov](mailto:mchandler@gautier-ms.gov)

Project

Trailer and Shed
Demolition

Service Date	Item	Description	Amount
Upon Notice to Proceed	(3) Trailers and (1) Large Shed Demo		\$9,280.00

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- Haul demolition debris to proper landfill
- Cut grass, clear under brush, weeds, foliage, and yard debris
- Cap sewer line
- All salvage becomes property of Tristar upon signing of contract

SUBTOTAL

\$9,280.00

***TOTAL**

** Due upon completion*

\$9,280.00

Client's Signature

Date


Tri-Star Waste Management & Demolition, LLC

12/5/21
Date

**THANK YOU FOR
YOUR BUSINESS!**

[illegible]

11/30/2001 talked w/ Barbara
* property off. beside medical Center
Hwy 57
was bush hogged and clean up property
was dealing w/
Patrick Fagan

[Signature]

**CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

June 21, 2022
**Authorization to advertise for bids on the
construction of the Nanofiltration Water
Treatment Plant Project**

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

**Summary Explanation: Authorization to advertise for bids on the construction of the
Nanofiltration Water Treatment Plant Project**

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier is requesting the authorization to advertise for bids on the construction of the Nanofiltration Water Treatment Plant Project pursuant to the attached bid package; and

WHEREAS, the Nanofiltration Water Treatment Plant project is intended to provide at least 75% of the City with clear water; and

WHEREAS, this project consists of the construction of a Nanofiltration Water Treatment Plant, site improvements, and all related appurtenances as shown in the bid documents; and

WHEREAS, the City will receive sealed bids until July 26, 2022 at 10:00am; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the construction of the Nanofiltration Water Treatment Plant Project.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR**

GAUTIER, MISSISSIPPI

**“NANOFILTRATION WATER
TREATMENT PLANT EQUIPMENT”**



JUNE 2022

FOR COMMENT



**WAGGONER ENGINEERING, INC.
143-A LeFleurs Square
Jackson, Mississippi 39211
WEI # 0018019.002**

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**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CITY OF GAUTIER, MISSISSIPPI**

NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT

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SECTION A

ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the **CITY OF GAUTIER** will receive written sealed bids until the hour of **10:00 AM CST on July 26, 2022**, for the furnishing of all labor and materials and for the construction of that certain project designated as **NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT**.

The project consists of construction of the construction of a nanofiltration water treatment plant, site improvements, and all related appurtenances as shown in the Bid Documents.

Bidders shall submit their bids either in a sealed envelope or electronically. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, MS 39553. A view-only copy of the plans, specifications, and proposal documents are available at the Gautier City Hall, office of the City Clerk. Electronic bids may be submitted in lieu of a sealed bid through www.waggonerengplans.com.

Bid documents are being made available via paper copy or digital copy (CD). Plan holders are required to register for an account and log-in at www.waggonerengplans.com. At this site, plans can be viewed for no charge or physically purchased. All plan holders are required to have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. For questions regarding website registration, online orders, or electronic bidding, please contact Plan House Printing at (662) 407-0193.

A Bid Bond or a Certified Cashiers Check in the amount of 5% of the total bid price is required.

The total Contract Time will be **245** consecutive calendar days and the liquidated damages will be **\$500** per consecutive calendar day thereafter.

The **CITY OF GAUTIER** hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises/woman business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Award will be made to the lowest and best bidder and the CITY OF GAUTIER reserves the right to reject any and all bids.

BY ORDER OF THE CITY COUNCIL THIS THE 21th DAY OF JUNE 2022.

CITY OF GAUTIER, MISSISSIPPI

BY: _____
TERESA MONTGOMERY, CITY CLERK

PUBLISH: June 23rd and June 30th, 2022, in the Sun Herald.

FURNISH PROOF OF PUBLICATION TO:

Cindy Russell, City Clerk, City of Gautier; 3330 Highway 90, Gautier, MS 39553 (228-497-8000)
Rhonda Garner, Waggoner Engineering, Inc.; P.O. Box 12227; Jackson, MS 39236-2227
(601-355-9526)

SEND INVOICE TO:

Cindy Russell, City Clerk, City of Gautier; 3330 Highway 90, Gautier, MS 39553 (228-497-8000)

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SECTION B

INFORMATION FOR BIDDERS

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INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:** Bids will be received by the **CITY OF GAUTIER** no later than **10:00 AM CST on July 26, 2022**, at the Gautier City Hall.

2. **Bids:**
 - A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
 - B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
 - C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
 - D. Submit bids **(in duplicate)** in an opaque sealed envelope marked in the lower left hand corner as follows:

Bid for: **“NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT”**
 - E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. **Method of Bidding:**
 - A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.
 - B. The **CITY OF GAUTIER** reserves the right to reject any or all bids and to waive any or all informalities.
 - C. The **CITY OF GAUTIER** reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the Commission.

4. **Addenda and Interpretations:**

- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
 - B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.
5. **Bid Security:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**
6. **Liquidated Damages for Failure to Enter into Contract:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.
7. **Condition of Work:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.
8. **Obligation of BIDDER:** At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).
9. **Time of Completion:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
10. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
11. **Non-Collusion Affidavit:** CONTRACTOR must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid. **FAILURE TO DO SO WILL DISQUALIFY THEIR BID.**
12. **Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for

interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.

13. **Subcontractor:** The BIDDER is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the OWNER. **The total allowable subcontract amount shall not exceed fifty percent (50%) of contract amount unless otherwise approved by the OWNER.**
14. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
 - A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any Work, Material or Equipment that is not in conformance with the requirements of the Contract Documents.
 - B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.
 - C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER or ENGINEER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.
 - D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.

- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
 - F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
 - G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.
 - a. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - b. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
 - c. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.
15. **Qualifications of BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.
16. **Contract Award:** Award of Contract, if made, shall be within **60 days** of date of Receipt of Bids.
17. **Issuance of "Notice to Proceed":** If the Contract is awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of agreement of the Contract.
18. **Shop Drawings:** The CONTRACTOR shall submit shop drawings for review to the ENGINEER within **6 weeks** after contract execution.

*** END OF SECTION ***

SECTION C

BID FORM AND BIDDERS CERTIFICATES

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PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as a (corporation, partnership, limited liability company, or individual) to **GAUTIER, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT"

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **245** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$500** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

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

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

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

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

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE C-5 FOR BID ITEMS.**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

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***** BID FORM *****

CITY OF GAUTIER, MISSISSIPPI
NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT
JACKSON COUNTY, MISSISSIPPI

BID ITEMS					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Construct the equipment and appurtanances for a 3 MGD Nanofiltration Water Treatment Plant including , all piping, electrical, controls, equipment, and all other necessary work and appurtenances in accordance with Project Plans and Specifications, Complete.	LS	1		
TOTAL BID					

The undersigned certifies that the bid price contained in this Proposal have been carefully checked and are submitted as correct and final.

Respectfully submitted,

By: _____
(Company Name)

Signature

(Print Name and Title)

Address

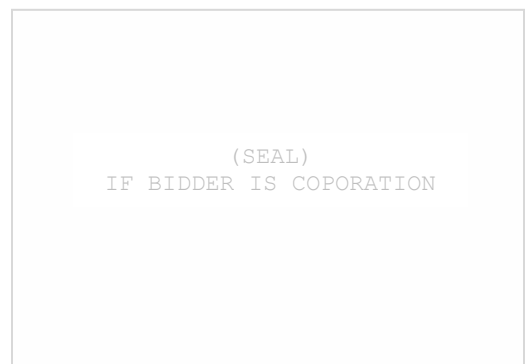
City, State, Zip

COR Number

Phone Number

E-Mail

Attest:



NOTE: Fill in with ink and submit complete with required forms and itemized quotation of components included in the Bid. Do not insert exceptions, deletions or conditional statements to this bid.

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CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

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

Name: _____

Title: _____

Signature: _____

(CORPORATE SEAL)

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PARTNERSHIP CERTIFICATE

(To be executed if BIDDER is a Partnership)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2022, before me personally appeared _____, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

_____; That said firm consists of himself and _____; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature _____

Title _____

(SEAL)

Sworn before me this ___ day of _____, 2022.

_____, Notary Public

My commission expires _____

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LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned _____, hereby certify that I am the Manager of _____ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that _____ who executed the Proposal on behalf of the Company is _____ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2022.

_____, Notary Public

My commission expires _____

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NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF _____

I, _____
(name of person signing affidavit)

individually, and in my capacity as _____
(title)

of _____
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That _____, Bidder on the “**NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT**” for **Gautier, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2022.

_____, Notary Public

My commission expires _____

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

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NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF _____

I, _____
(name of person signing affidavit)

individually, and in my capacity as _____
(title)

of _____
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That _____, Bidder on the **“NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT”** for **Gautier, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2022.

_____, Notary Public

My commission expires _____

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

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SECTION D

BID BOND

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BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or
Individual)

hereinafter called
"Surety",

(Name of Surety)

are held and firmly bound unto **GAUTIER, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the _____ day of 2022. The Condition of the above obligation is such that whereas the Principal has submitted to **GAUTIER, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT"

NOW, THEREFORE,

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

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

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

_____ Principal	(L.S.)	_____ Surety
--------------------	--------	-----------------

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

*** END OF SECTION ***

SECTION E

CONTRACT

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CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2022, by and between **GAUTIER, MISSISSIPPI** hereinafter called "OWNER" and _____ doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of "**NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **245** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ _____ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Performance Bond
 - F. Executed Payment Bond
 - G. NSPE General Conditions
 - H. Special Contract Provisions
 - I. DRAWINGS prepared by **Waggoner Engineering, Inc.** and dated **JUNE 2022**.
 - J. SPECIFICATIONS prepared or issued by **Waggoner Engineering, Inc.** and dated **JUNE 2022**.
 - K. ADDENDA:
No. _____ Dated _____
No. _____ Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.

7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
(not less than one hundred percent of Contract amount)

8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
(not less than one hundred percent of Contract amount)

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

GAUTIER, MISSISSIPPI, OWNER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____

(SEAL)

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____

(SEAL)

*** END OF SECTION ***

SECTION F

PERFORMANCE BOND

(THIS PAGE LEFT BLANK INTENTIONALLY)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called "PRINCIPAL", and
(Corporation, Partnership, Limited Liability Company
or Individual)

hereinafter called "SURETY",

(Name of Surety)

are held and firmly bound unto **GAUTIER, MS** hereinafter called "OWNER" in the penal sum of

_____ Dollars (\$_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

"NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT"

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

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2022.

ATTEST:

(Principal) Secretary

(SEAL)

(Principal)

By _____

(Address)

Witness as to Principal

(Address)

ATTEST:
(SEAL)

(Surety)

By _____

Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE:

Date of BOND **must not be** prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT:

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

END OF SECTION

SECTION G
PAYMENT BOND

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called "PRINCIPAL", and
(Corporation, Partnership, Limited Liability Company
or Individual)

hereinafter called "SURETY",

(Name of Surety)

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

_____ Dollars (\$_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
Contract with the OWNER, dated the _____ day of _____, 2022, a copy of which is hereto
attached and made a part hereof for the construction of:

"NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT"

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such Contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke,
repairs on machinery, equipment and tools, consumed or used in connection with the construction
of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK
whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain
in full force and effect. PROVIDED, FURTHER, that the said SURETY for value received hereby
stipulates and sees that no change, extension of time, alteration or addition to the terms of the
Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the
same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to
the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the
CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be
satisfied.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall
abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2022.

ATTEST:

(Principal) Secretary

(SEAL)

(Principal)

By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

(SEAL)

(Surety)

By _____

Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE:

Date of BOND **must not be** prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT:

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

END OF SECTION

G-2

SECTION H

CERTIFICATE OF SUFFICIENCY

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CERTIFICATE OF SUFFICIENCY

I, _____, Chief Legal Officer for **GAUTIER, MISSISSIPPI** do hereby certify that I have examined the agreement, contract bonds and evidence of insurance offered by the Contractor and I am of the opinion that each of the aforesaid documents is adequate and sufficient and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said documents on behalf of the respective parties named thereon; and that the foregoing documents constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

Name: _____

Date: _____

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SECTION I

STANDARD GENERAL CONDITIONS

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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



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

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

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

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

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

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

1.02 Terminology

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

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

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 *Availability of Lands*

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

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

5.02 *Use of Site and Other Areas*

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

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

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

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

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

5.05 *Underground Facilities*

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

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

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

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

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

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

6.02 *Insurance—General Provisions*

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

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

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

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

6.03 *Contractor's Insurance*

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

6.05 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

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

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

7.06 Substitutes

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

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

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

7.12 *Safety and Protection*

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

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

7.13 *Hazard Communication Programs*

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

7.14 *Emergencies*

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

7.15 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

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

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

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

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

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

7.16 Contractor's General Warranty and Guarantee

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

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

7.17 Indemnification

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

7.18 Delegation of Professional Design Services

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

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

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

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

11.03 *Work Change Directives*

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

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

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

- B. *Change Proposal Procedures*

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

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

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

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

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

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

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

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

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

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

13.01 *Cost of the Work*

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

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

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

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

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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

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

13.02 Allowances

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

13.03 Unit Price Work

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

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

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

14.03 *Defective Work*

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

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

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

14.07 Owner May Correct Defective Work

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

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

15.01 Progress Payments

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

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

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

C. Review of Applications

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

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

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

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

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

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

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

15.04 *Partial Use or Occupancy*

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

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

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

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

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

15.07 *Waiver of Claims*

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

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

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

15.08 *Correction Period*

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

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

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *No Waiver*

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

18.05 *Survival of Obligations*

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

18.06 *Controlling Law*

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

18.07 *Assignment of Contract*

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

18.08 *Successors and Assigns*

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

18.09 *Headings*

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

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SECTION J

PROJECT SUPPLEMENTAL GENERAL CONDITIONS

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SECTION J.1

PROJECT SPECIAL CONDITIONS

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SECTION J.1
SPECIAL CONDITIONS

1-01 GENERAL

- A. The following Special Conditions consist of special requirements which shall apply to this project and to the CONTRACTOR executing the work.
- B. The information contained in these special conditions and technical specifications shall supersede information contained in NSPE, EDA, CDBG or SRF General Conditions if any found elsewhere herein.
- C. OWNER shall furnish to CONTRACTOR up to three (3) copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- D. Protect the finished work from damage and loss resulting from carelessness or by reason of the elements and from all other causes until the entire work is completed and accepted. The work is entirely at the CONTRACTOR'S risk. The OWNER assumes no responsibility or obligation whatsoever for damage or loss to the work.
- E. At all times protect existing work and adjacent property. Correct all damage thereto caused by construction operations of the CONTRACTOR'S employees at the expense of the CONTRACTOR, and to the complete satisfaction of the OWNER and ENGINEER.
- F. **CONSTRUCTION SAFETY IS A PROJECT REQUIREMENT.** The CONTRACTOR shall be responsible for providing Safety equipment and or methods necessary for the safe prosecution of the work by his personnel and the personnel of any sub-contractors, as well as providing safe access and site conditions to all elements of the project for the OWNER, ENGINEER, and their representatives. Such safety requirements shall meet guidelines as contained in OSHA and U.S. Department of Health and Human Services (National Institute for Occupational Safety and Health) (NIOSH) publication sections relative to the work contemplated herein.
- G. **PAYMENTS TO CONTRACTOR:** The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents. The OWNER shall retain five percent (5%) of the amount of each progress payment until final completion and acceptance of all work covered by the Contract Documents unless otherwise mutually agreed.

1-02 PUBLIC SAFETY AND CONVENIENCE

- A. The CONTRACTOR shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the OWNER and ENGINEER.
- B. All work on existing highways, roads or streets, shall be in a manner to assure the least practicable interference with the public use of the facility. The CONTRACTOR shall use reasonable care and precaution to avoid accidents, damage, unnecessary delay or interference with traffic and provide competent flaggers when necessary to insure maximum public safety.

1-03 CONSTRUCTION STAKES AND GRADES

- A. The ENGINEER has provided a base line from which all layout is to be done. Preservation of reference points will be the responsibility of the CONTRACTOR. The CONTRACTOR must provide all grades, stakes, string lines, and other control work necessary for completion of the project in accordance with the requirements of the Specifications and Drawings.
- B. **No changes to grades will be made without the approval of the ENGINEER.**

1-04 EXISTING WATER, SEWER, ELECTRIC GAS AND UNDERGROUND TELEPHONE FACILITIES

- A. Existing water, sewer, gas, electricity, television cable, and buried telephone cable facilities shown on the drawings are approximate locations. The CONTRACTOR is required to coordinate his work with the representative of the respective utility company and protect all other adjacent structures, utilities, and work against damage or interruption of services. Damage which may result from failure of the CONTRACTOR to observe such precautions is the responsibility of the CONTRACTOR.
- B. **The OWNER shall be held harmless of the cost of repairing damage to public utilities.**

1-05 UTILITIES

- A. Water, electricity, gas or other utilities required on the site of the work by the CONTRACTOR must be arranged for by him and furnished at his expense.
- B. Required temporary utility installations are subject to the approval of the ENGINEER and are to be maintained and removed by the CONTRACTOR at his expense prior to completion of the construction work.

1-06 TEMPORARY STORAGE

- A. If materials are stored on the site of the work, each CONTRACTOR shall provide and maintain on the premises, where directed, water-tight storage sheds for the storage of materials that would be subject to damage by the weather.
- B. The CONTRACTOR shall be responsible for security of material storage sites.

1-07 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- A. The CONTRACTOR will execute and provide to the ENGINEER at the Pre-construction Conference a compliance statement where required.
- B. Such compliance form shall be provided by the ENGINEER.

1-08 LEAD BASED PAINT

- A. Use of lead based paint on the project is prohibited.

1-09 TEMPORARY TOILETS

- A. Provide and maintain temporary toilets as necessary for use of workmen. Locate toilets in locations acceptable to the OWNER.
- B. Toilets shall meet requirements of the State Health Department and any local codes.

1-10 TEMPORARY JOB OFFICE FOR ENGINEER

- A. None required for this Contract.

1-11 WAGE RATES

- A. None required for this Contract.

1-12 PROJECT SIGN

- A. None required for this Contract.

1-13 TESTING LABORATORY SERVICES

- A. Scope: The CONTRACTOR will employ and pay for the services of an independent laboratory to perform specified services. Employment of a testing laboratory shall in no way relieve CONTRACTOR of his obligation to perform work in accordance with the contract and/or Technical Specifications.

1-14 PRE-CONSTRUCTION CONFERENCE

- A. Prior to commencement of construction, a pre-construction conference will be scheduled with the date, time and location of the meeting to be established by the ENGINEER.
- B. The ENGINEER will prepare an agenda and distribute advance copies to each participant. The ENGINEER will also prepare and complete the minutes of the meeting and distribute same to all participants.
- C. Prior to the pre-construction conference, CONTRACTOR shall submit to ENGINEER an estimated progress schedule, in the form of a bar chart, indicating the starting and completion dates of the various stages of the Work along with anticipated earnings, and a preliminary schedule of Shop Drawings submissions. The ENGINEER shall review and return this schedule or require revisions thereto within fourteen (14) days of its submittal. If there is more than one CONTRACTOR involved in a Project the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions. Updated progress schedules will be required on a monthly basis at the time of submittal of the CONTRACTOR'S monthly progress pay request.
- D. The above schedules will be reviewed during the pre-construction conference to establish procedures for handling Shop Drawings and other submissions and for processing Application for Payment, and to establish a working understanding between the parties as to the Project requirements.
- E. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representative, CONTRACTOR, his Superintendent, and major Subcontractors.

***** END OF SECTION *****

SECTION J.2

INSTRUCTIONS FOR BONDS

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SECTION J.2
INSTRUCTIONS FOR BONDS

1-01 GENERAL

- A. The following instructions and requirements for Bonds shall apply to this Project.

1-02 SURETY

- A. The surety on each bond must be a responsible surety company, qualified to do business in Mississippi, and shall be satisfactory to the OWNER.

1-03 NAME

- A. The name, including full legal name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with their usual signature on the line opposite the seal.

1-04 PARTNERSHIPS

- A. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm, naming it, and shall have all the partners of the firm execute the bond as individuals.
- B. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the bond.

1-05 CORPORATIONS

- A. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form.
- B. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

1-06 LIMITED LIABILITY COMPANIES

- A. If the principal is a limited liability company, the name of the state under which the limited liability company is organized shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested.
- B. The bond shall be executed by a Manager of the limited liability company if managed by one or more Managers, or by a Member if managed by one or more Members. The bond shall disclose the capacity in which executed by the Member or Manager.

1-07 DATE

- A. The date shown on these bonds **must not be** prior to the date of the contract in connection with which they are given.

END OF SECTION

SECTION J.3

SPECIAL PROVISIONS

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SECTION J.3
SPECIAL PROVISIONS

1-01 LOCATION AND DESCRIPTION

- A. The work required under this Contract includes the furnishing of all materials, tools, equipment, labor and incidentals necessary for the construction of **NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT** and all related items required by the Drawings and Specifications.
- B. The summary of work as described above is a general description of the project and responsibilities of the CONTRACTOR and in no way supersedes the specific requirements of the Contract Documents.

1-02 TEMPORARY CONTROLS

- A. The CONTRACTOR shall provide and maintain methods, equipment, and temporary construction, as necessary to provide control over environmental conditions at the construction site and adjacent areas. Physical evidence of temporary facilities shall be removed after completion of the work.
- B. Noise Control
 - 1. The CONTRACTOR'S vehicles and equipment shall be such as to minimize noise to the greatest degree practical. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the City or others.
- C. Water Control
 - 1. The CONTRACTOR shall provide methods to control surface water and water from excavations and structures to prevent damage to the work, the site, or adjoining properties, including beaver control on-site and adjacent thereto.
 - 2. Fill, grading and ditching shall be controlled to direct water away from excavations, pits, tunnels and other construction areas, and to direct the runoff course so as to prevent any erosion, damage or nuisance.
 - 3. The CONTRACTOR shall provide, operate and maintain equipment and facilities of adequate size to control surface water.
 - 4. Drainage water shall be disposed of in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.

D. Pollution Control

1. The CONTRACTOR shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
2. The CONTRACTOR shall provide equipment and personnel, perform emergency measures required to contain any spillage, and remove contaminated soils or liquids. The contaminated earth will be removed and disposed of offsite, and replaced with suitable compacted fill and topsoil at no additional cost to the OWNER.
3. The CONTRACTOR shall prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers. All sewage, oil and refuse generated during the course of the work shall not be discharged into any watercourses adjacent to the job site.

E. Erosion Control

1. The CONTRACTOR shall plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation. The areas of bare soil exposure at one time shall be held to a minimum, and temporary control measures such as silt screens, berms, dikes and drains shall be provided.
2. Fills and waste areas shall be constructed by selective placement to eliminate surface silts and clays which will erode.
3. The CONTRACTOR shall periodically inspect earthwork to detect any evidence of the start of erosion, and shall apply corrective measures to control erosion as required by the ENGINEER at no additional cost to the OWNER.

1-03 RECORDS

- A. The CONTRACTOR shall maintain a complete and accurate log of any control or survey work as it progresses. Upon completion of major items or upon request, the CONTRACTOR shall submit two (2) copies to the ENGINEER.

1-04 CONTRACT DRAWINGS

- A. Contract Drawings identified as **NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT** dated **JUNE 2022** are issued with these documents.

1-05 CONTRACT SPECIFICATIONS

- A. The Specifications governing the work under this Contract shall be as set forth hereinafter as Technical Specifications together with any and all addenda.

1-06 ENGINEER

- A. References in these contract documents to ENGINEER shall refer to **WAGGONER ENGINEERING, INC.**

1.07 REVIEW OF THE WORK

- A. Resident Project Representatives, who are representatives of the ENGINEER, will be appointed to review materials used and work performed. The Resident Project Representatives will not be authorized to revoke, alter, enlarge or relax the provisions of these Contract Documents, nor to delay the fulfillment of this Contract by failure to inspect materials and work with reasonable promptness. Resident Project Representatives are placed on the work to keep the ENGINEER informed as to the progress of the work and the manner in which it is being done; also to call the attention of the CONTRACTOR to nonconformity with the requirements of the Drawings and Specifications. The Resident Project Representatives will not have authority to approve or accept portions of the work, to issue instructions contrary to the Drawings, Specifications or other parts and sections of these Contract Documents, or to act as foreman for the CONTRACTOR. **The Resident Project Representatives will have authority to reject defective material.**
- B. The presence of a Resident Project Representative shall in no way lessen the responsibility of the CONTRACTOR for full compliance with the requirements of these Contract Documents.

1-08 SUGGESTIONS TO CONTRACTOR

- A. Means, process or method of work suggested by the ENGINEER or other representative of the OWNER to the CONTRACTOR, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR, and the ENGINEER and the OWNER will assume no responsibility therefor.

1-09 CONTRACTOR'S OBLIGATIONS

- A. The CONTRACTOR shall do and perform all work and furnish supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete the work required by the Contract, within the time herein specified, in accordance with the provisions of the Contract, Specifications, Drawings and Supplemental Drawings, and in accordance with the directions of the ENGINEER as given from time-to-time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant

and such temporary works as may be required. The CONTRACTOR shall observe, comply with and be subject to terms, conditions, requirements and limitations of the Contract and Specifications, and shall do, carry on and complete the entire work to the satisfaction of the ENGINEER and the OWNER.

- B. The CONTRACTOR shall be responsible for any state and local permits.

1-10 TIME FOR COMPLETION

- A. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract for the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually agreed that the work embraced in this Contract shall be commenced on or before a date to be specified in a written "NOTICE TO PROCEED".
- B. The CONTRACTOR agrees that said work shall be prosecuted regularly and diligently without interruption at such rate of progress as will ensure full completion thereof within the time specified.
- C. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- D. If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or extension thereof granted by the OWNER, the CONTRACTOR does hereby agree, as a part of consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract for completing the work.

1-11 SUPPLEMENTARY DRAWINGS

- A. Whenever required by the Specifications or the Drawings, as well as for all undetailed material to be fabricated and furnished by the CONTRACTOR, the CONTRACTOR shall make specialty or detailed shop drawings in amplification of the Drawings referred to in the Contract before commencing the work.
- B. Six (6) copies of each drawing and necessary data shall be submitted to the ENGINEER. Each drawing or data sheet shall be clearly marked with the name of the Project, the CONTRACTOR'S name and references to applicable Specification paragraphs and Drawing sheet.

- C. After the ENGINEER has reviewed the Drawings and data, three (3) copies will be returned to the CONTRACTOR marked either (1) "Rejected", (2) "Reviewed", (3) "Furnish as Corrected", or (4) "Revise and Resubmit".
- D. Unless otherwise directed by the ENGINEER, when Drawings and data are returned marked "Furnish as Corrected", the changes shall be made as noted thereon and six (6) corrected copies furnished to the ENGINEER.
- E. When Drawings and data are returned marked "Revise and Resubmit", the corrections shall be made as noted thereon and as instructed by the ENGINEER and six (6) corrected copies resubmitted.
- F. The ENGINEER'S review of Drawings and data submitted by the CONTRACTOR will cover only general conformity to the Drawings and Specifications, external connections and dimensions which affect the layout. The ENGINEER'S review of Drawings marked "Reviewed" or "Furnish as Corrected" does not indicate a through review of all dimensions, quantities and details of the material, equipment, device or item shown and does not relieve the CONTRACTOR from the responsibility for errors or deviations from the Contract Requirements.
- G. Corrections or comments made on the drawings during the ENGINEER'S review do not relieve the CONTRACTOR from compliance with the requirements of the Drawings and Specifications. Checking will be only for review of general conformance with the information given in the contract Documents. The CONTRACTOR is responsible for: confirming and correlating quantities and dimension; selecting fabrication processes and techniques of construction; coordination his work in a safe and satisfactory manner.
- H. Drawings and data, after final processing by the ENGINEER, shall become a part of the Contract Documents and the work shown or described thereby shall be performed in conformity therewith unless otherwise authorized by the OWNER or the ENGINEER.

1-12 CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

- A. The CONTRACTOR hereby agrees to make, at his own expense, repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, which become evident within one (1) year after the date of substantial completion. The CONTRACTOR further assumes responsibility for a similar one (1) year guarantee for work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period is defined as the date of substantial completion established by the ENGINEER in the Certificate of Substantial Completion.

1-13 COOPERATION BETWEEN CONTRACTORS

- A. If separate contracts are let within the limits of a project, such CONTRACTORS shall arrange and conduct the performance of their work and handling of materials so as to minimize interference with work being performed by other CONTRACTORS within the limits of the same project.

***** END OF SECTION *****

SECTION J.4

INSURANCE REQUIREMENTS

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SECTION J.4
INSURANCE REQUIREMENTS

- 1-01 All references to "OWNER" herein shall refer to the **CITY OF GAUTIER, MISSISSIPPI**.
- 1-02 The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the OWNER. **See attached sample insurance form for minimum coverage required.**
- 1-03 If a part of this Contract is sublet, the CONTRACTOR shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.
- 1-04 Certificates of insurance shall state that thirty (30) days written notice WILL BE given to the OWNER before the policy is canceled or changed.** No CONTRACTOR or subcontractor will be allowed to start construction work on this Contract until all certificates of insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. In the event the contract time exceed one year CONTRACTOR shall submit renewal certificates for all policies 30 days prior to the expiration of the existing policy.
- 1-05 The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
- A. Workmen's Compensation and Employer's Liability Insurance:
1. This insurance shall protect the CONTRACTOR against all claims under applicable State Workmen's Compensation Laws. The CONTRACTOR shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person. This policy shall include an "all states" endorsement. CONTRACTOR will secure a Waiver of Subrogation endorsement in favor of both OWNER and ENGINEER. CONTRACTOR further agrees to maintain USL&H or other necessary Federal coverages, when applicable, to protect both CONTRACTOR and its employees.
- B. CONTRACTOR'S Comprehensive Commercial General Liability Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following, and shall name OWNER and ENGINEER and its employees as additional insureds:
1. Bodily injury liability in the amount of One Million Dollars (\$1,000,000) for each occurrence subject to that limit per accident a total (or aggregate) limit

of Two Million Dollars (\$2,000,000), in the aggregate for all damages arising out of injury to or destruction of property during the policy period.

2. The Comprehensive General Liability policies carried by both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards;
 - a. Explosion, collapse, and underground property damage (XCU) to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc. caused by the CONTRACTOR'S operations.
 - b. The collapse of or structural injury to buildings, structures or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - c. Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

1. In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. The coverage in each case shall be acceptable to the OWNER.

D. Automotive Public Liability and Property Damage:

1. The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than a combined single limit of \$1,000,000 to protect him from any and all claims arising from the use of the following:
 - a. CONTRACTOR'S own automobiles and trucks.
 - b. Hired automobiles and trucks.
 - c. Automobiles and trucks owned by sub-contractors.

2. The aforementioned is to cover use of automobiles and trucks on and off the site of the project, and shall name OWNER and ENGINEER and its employees as additional insureds.
- E. OWNER'S Protective Liability Policy (OCP):
1. The Contractor shall maintain OWNER'S Protective Liability Insurance with the OWNER as the named insured, and their servants, agents including the ENGINEER and employees as additional insureds in amount not less than the following:
 - a. Each occurrence in the amount of One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) in the aggregate for all damages arising out of any injury or destruction of property.
- F. Umbrella liability insurance with a limit of not less than One Million Dollars (1,000,000) providing additional coverage to the policies listed above.
- G. Builder's Risk Insurance (Fire and Extended Coverage):
1. Until the Project is completed and is accepted by the OWNER the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the OWNER, the prime CONTRACTOR and sub-contractors as their interests may appear.
- 1-06. Insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the entire work included in the Contract.

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SECTION J.5

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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SECTION J.5
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1-01 REQUIREMENTS INCLUDED

- A. Submit Shop Drawings, Product Data and Samples required by Contract Documents.
- B. Submit six (6) bound copies to ENGINEER for review unless otherwise specified.

1-02 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner.
- B. Identify details by reference to sheet and detail, schedule or item numbers shown on Contract Drawings.

1-03 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls as necessary.
- B. Manufacturer's standard schematic drawings and diagrams: 1) Modify drawings and diagrams to delete information which is not applicable to the work; 2) Supplement standard information to provide information specifically applicable to the work.

1-04 SAMPLES

- A. Office samples shall be adequate to clearly illustrate: 1) Functional characteristics of the product, with integrally related parts and attachment devices; 2) Full range of color, texture, pattern, operation, use, etc.

1-05 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission to ENGINEER.
- B. Determine and verify:
 - 1. Field measurements where necessary.

2. Field construction criteria from drawings or manufacturer's manuals.
 3. Catalog numbers and similar data from manufacturer.
 4. Conformance with specifications and detailed drawings.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the ENGINEER in writing, at time of submission, of deviations in the submittals from requirements of the Contract Documents and provide an explanation for such deviation.
- E. Begin no fabrication of items or perform items of work which requires submittals until return of submittals indicating ENGINEER'S review.

1-06 SUBMISSION REQUIREMENTS

A. Transmittal Letter and Submittals:

1. Use transmittal forms acceptable to the ENGINEER.
2. One copy only, with each item completed, is required for each submittal.
 - a. Submittals tendered with incomplete "Transmittal Letters" will be returned for resubmission.
3. Make submittals promptly and in such sequence as to cause no delay in the work or in the work of other CONTRACTORS, should one or more CONTRACTORS be involved on a project.

B. Number of submittals required:

1. Shop Drawings: Submit the number of opaque reproductions which the Contract Documents require, but in no case less than six (6) copies. Three (3) copies of each will be retained by the ENGINEER for the project files. Three (3) copies will be stamped, indicating any additional requirements, and returned to the CONTRACTOR.

C. Submittals shall contain:

1. The date of submission and the dates of any previous unapproved submissions.
2. The project title and number.
3. The names of:

- a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
4. Identification of the product or component, with reference to the applicable specification section number.
5. Field dimensions, clearly identified as such.
6. Relation to adjacent or critical features of the work or materials.
7. Applicable standards, such as ASTM, AWWA, AASHTO, or Federal Specification numbers, etc.
8. Identification of deviations from Contract Specifications.
9. Identification of revisions made on resubmittals.
10. CONTRACTOR'S stamp, initialed or signed, certifying as to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal, with requirements of the work and of Contract Documents.

1-07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required and resubmit until approved.
- B. Shop Drawings and Product Data
 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 2. Indicate changes which have been made other than those requested by the ENGINEER.
- C. Samples: Submit new samples as required for initial submittal.

1-08 ENGINEER'S DUTIES

- A. Review submittals with reasonable promptness and in accord with project schedule.
- B. Affix stamp and initials or signature, and indicate requirements for resubmittal, or review of submittal.
- C. Return submittals to CONTRACTOR for distribution or for resubmission.

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SECTION J.7

CONTRACT CLOSEOUT

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SECTION J.7
CONTRACT CLOSEOUT

1-01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in conditions of the Contract and Specifications for administrative procedures in closing out the work.
- B. CONTRACTOR shall submit all notices and certifications in a form acceptable to the ENGINEER.

1-02 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers the work is substantially complete, he shall submit to the ENGINEER:
 - 1. Written notice that the work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, an inspection will be made by the ENGINEER to determine the status of completion.
- C. Should it be determined that the work is not substantially complete:
 - 1. CONTRACTOR will be notified in writing, giving the reasons for such determination.
 - 2. Contractor shall remedy the deficiencies in the work, and send a second written notice of substantial completion.
 - 3. Work will be reinspected.
- D. When the ENGINEER concurs that the work is substantially complete, he will:
 - 1. Prepare a Certificate of Substantial Completion on an acceptable form accompanied by a list of items to be completed or corrected.
 - 2. Submit the Certificate to OWNER and CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.

1-03 FINAL INSPECTION

- A. When CONTRACTOR considers the work is complete, he shall submit written certifications to the ENGINEER that:

1. Equipment and systems have been tested in the presence of the ENGINEER and OWNER'S representative and are fully operational.
 2. Work has been completed in accordance with Contract documents and is ready for final inspection.
- B. An inspection will be made by the ENGINEER to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should work be considered incomplete or defective:
1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective items of work.
 2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the ENGINEER that the work is complete.
 3. Work will be reinspected.
- D. When the work is acceptable under the contract documents, the CONTRACTOR will be requested to deliver closeout submittals.

1-04 CONTRACTOR CLOSEOUT SUBMITTALS

- A. Evidence of compliance with requirements of governing authorities:
1. Certificate of Inspection:
 - a. Mechanical: City and/or County
 - b. Electrical: City and/or County
 - c. General: City and/or County
- B. Waivers and Liens Affidavit.
- C. Surety Release.
- D. Labor and Material Warranty.
- E. Certification Statement that material incorporated into the project meets or exceeds specification requirements of the Contract.
- F. Project record documents and drawings.
- G. Operating and Maintenance Data, Instructions to OWNER'S Personnel: As specified in Contract Documents or ordered by the ENGINEER.

- H. Spare Parts and Maintenance Materials: As specified in Contract Documents or ordered by the ENGINEER.
- I. Receipt for keys, if any, to all locks, gates and doors.

1-05 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to ENGINEER.
- B. Statement shall reflect all adjustments to the contract sum:
 - 1. The original contract sum.
 - 2. Additions or deductions resulting from:
 - a. Previous change orders.
 - b. Allowances.
 - c. Unit Prices.
 - d. Deductions for uncorrected work.
 - e. Deductions for liquidated damages.
 - f. Other adjustments.
 - 3. Total contract sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Final Change Order will be prepared reflecting approved adjustments to the Contract sum which were not made by previous Change Orders.

1-06 FINAL APPLICATION FOR PAYMENT

- A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.
- B. No final application for payment will be processed until the Project Record Documents and Drawings have been submitted and approved.

***** END OF SECTION *****

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SECTION J.8

**SCHEDULE OF VALUES
LUMP SUM BID ITEMS**

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SECTION J.8
SCHEDULE OF VALUES
LUMP SUM BID ITEMS

1-01 The successful BIDDER, within five (5) days of the receipt of the "NOTICE OF AWARD", shall submit, a Schedule of Values for "lump sum bid items", for OWNER'S and ENGINEER'S review. The Schedule of Values shall be an itemized list that establishes the various quantities and value or cost of each major part or component of Lump Sum Items. It shall be used as the basis for preparing progress payment applications and for use as a basis for negotiations concerning additional work or credits which may arise during the construction.

1-02 PREPARATION

- A. The Schedule shall be prepared in the form and supported by the data required herein.
- B. The Schedule shall show a breakdown of costs for labor, materials, equipment, delivery, installation, overhead, profit and other costs used in preparation of the Bid.
- C. Costs shall be in sufficient detail to indicate a separate amount for each major component of the item listed.
- D. CONTRACTOR may include items for bonds, insurance, and temporary facilities. Bonds and insurance may be claimed on the first application for payment. Any remaining items will be included for payment at the same percentage rate as total percent of the lump sum item completion.
- E. The Schedule shall be prepared on 8-1/2 inch by 11-inch white paper.
- F. Use items listed as Lump Sum on the Bid Form as basis for Schedule format and identify each item with number and description as shown on Bid Form.
- G. The sum of the individual values shown on the Schedule of Values for each item must equal the Total Price bid for that item on the Bid Form.

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SECTION K

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

CITY OF GAUTIER, MISSISSIPPI

NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT

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**GENERAL INSTRUCTIONS
FOR
THE TECHNICAL SPECIFICATIONS**

PART 1 - GENERAL

- A. The following Technical Specifications represent the standards and requirements to be met by materials, equipment and workmanship incorporated into or relating to the Project.
- B. These Specifications supersede the Drawings wherever information depicted by the Drawings may be incomplete, unclear or in conflict with the requirements of the Specifications.

PART 2 - DEFINITIONS

- A. Inspection when used in reference to the Engineer or his Authorized Representative, means visual observation of materials, equipment, or construction work, on an intermittent basis, to determine that the work is in conformance with the Contract Documents and the design intent. Such inspection does not constitute acceptance of the work, nor shall it be construed to relieve the Contractor from his responsibility for the means and methods of construction **or for safety on the construction site.**
- B. Equal, or Approved Equal - when appearing in these specifications, means that submittals of materials, equipment or methods differing from a specific description in the specification may be reviewed by the Engineer after Contract Award, to determine if the proposed substitute meets the test of apparent equivalence for application to the requirements of the project, and appears to possess the same performance qualities and characteristics and fulfill the utilitarian function without decrease in quality, durability, or longevity. No inference is intended that items must be identical in **all** respects if above conditions are satisfied. The decision of the Engineer will be final. It remains the Contractor's responsibility for submittals to meet the requirements of the Specifications.
- C. Approve - when used in reference to responses by the Engineer to work performed, material, equipment, or methods used, means to give limited, or conditional or qualified approval to the work or use of material, equipment or methods; **the qualified condition being strict compliance with Contract Document and Specifications requirements.**

***** END OF SECTION *****

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SECTION 40 05 57.53
PNEUMATIC VALVE ACTUATORS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Furnish, install, startup, and test pneumatic rotary vane AWWA C540-08 compliant valve actuators and associated valves with required accessories as shown on the Plans and as specified herein. A single manufacturer shall provide the vane type pneumatic valve actuators and valves as one complete system.
- B. The CONTRACTOR shall furnish and install the required air tubing with fittings, connections, taps, pressure switches, electrical devices, wiring, and terminations necessary for a complete system and shall also install the valves with valve actuators. Each actuator shall have an isolation safety exhaust valve with locking handle provided at each branch airline to the actuator. Air tubing shall be furnished and installed from the compressor to the actuators. Air tubing and fittings shall be hard drawn copper and sized as shown on the Plans. Slope air headers to low points and provide moisture traps with drip legs at the low points. Branch connections off main line shall be made off the top of the main line. Furnish taps, isolation valves, and pressure switches on the air piping as shown on the Plans.
- C. The CONTRACTOR shall coordinate between the pneumatic valve actuator/control valve supplier and the control system supplier to provide complete and fully operational system. It will be the valve/actuator supplier's responsibility to provide actuators that are capable of sending and accepting the necessary signals from the control system. The valve/actuator supplier shall provide any limit switches, positioners or other devices necessary to enable the status of the valves (OPEN/CLOSE or position for modulating valves) to be monitored and controlled by the control system.

1.02 QUALITY ASSURANCE

- A. All equipment of each type specified in this section shall be supplied by a single supplier.
- B. The equipment supplier shall furnish a qualified field representative for a minimum of 2 working days total on 2 separate occasions to provide guidance with installation, inspect all equipment described herein after installation, to assist in troubleshooting, to advise the OWNER during startup and testing, and to train Owner's personnel in routine maintenance and troubleshooting procedures. This time period shall consist of a minimum of 8-hour days, and travel to and from the project site shall not be included. CONTRACTOR shall coordinate the scheduling of such training and startup assistance with Owner's personnel. Travel to and from the project site shall be the

responsibility of and at the cost of the equipment supplier. OWNER may videotape training session.

- C. Supplier's installation report is required prior to final acceptance.
- D. Supplier shall maintain a complete stock of spare parts commonly needed for the equipment specified at a location, or shall furnish spare parts within 48 hours of request.
- E. All automated valve assemblies shall have an engraved Type 316 stainless steel manufacturer's nameplate securely affixed in a conspicuous place on the equipment showing the ratings, serial number, model number, manufacturer and other pertinent nameplate data.

1.03 SUBMITTALS

- A. Submittals shall be prepared and submitted in accordance with these specifications.
- B. The following submittals are required at a minimum in addition to the applicable requirements of these specifications.
 - 1. Shop drawings and applicable product data specific to this project shall be supplied in electronic format or bound neatly in a single package per engineer's requirements. The following information shall be included as a minimum:
 - a. Part numbers of all equipment within this specification and a schedule showing all operators and valves furnished for this project.
 - b. Design performance characteristics, capacities, sizes, ratings, and other appropriate information.
 - c. Layout drawings including all proposed system components with dimensions, clearances required and sizes indicated, and arrangement and size of connections.
 - d. Listing of materials of construction for all components.
 - e. Complete information on all electric and instrumentation equipment and electric power requirements.
 - f. Complete wiring diagrams and data on controls to be furnished.
 - g. Manufacturer's instructions regarding delivery, storage and handling of equipment.
 - h. Adjustable settings with range provided for valve opening, closing, and emergency closing speeds.
 - 2. Location of nearest stocking distributor of spare parts
 - 3. Complete operation and maintenance data for all major equipment and ancillary items in accordance with specifications.
 - 4. Startup and test schedule.
 - 5. Equipment installation report with field test data and test records.
 - 6. Warranties and service agreements.
- C. All deviations from Contract Documents shall be clearly identified and submitted to

the ENGINEER through the CONTRACTOR as a Contract Modification Request.

- D. Any other information necessary for ENGINEER to determine compliance with the specifications.
- E. ENGINEER will not review Partial or incomplete submittals.

1.04 EXPERIENCE REQUIREMENTS

- A. All equipment shall be furnished by a supplier or manufacturer having at least twenty (20) U.S. installations of the type being proposed, including coordination and assembly responsibility for the valve, actuator and associated devices for a complete package, each with a minimum of 5 years of satisfactory service.
- B. A list of similar installations shall be furnished with the shop drawing submittal, including names and telephone numbers of contacts.

1.05 DELIVERY, STORAGE AND HANDLING

Delivery, storage and handling shall be in full accordance with manufacturer's instructions.

1.06 WARRANTY

All actuator assemblies shall be warranted for a period of three (3) years from date of shipment. A certificate listing actuator serial numbers shall be provided prior to shipment in order to validate the warranty. Valve carries valve manufacturer's standard warranty.

PART 2 - PRODUCTS

2.01 PNEUMATIC ROTARY VANE C540-08 VALVE ACTUATOR DESIGN

- A. The actuator is essentially an integral part of the valve assembly.
- B. Actuator Design: Pneumatic actuators are to be of the vane type design with only one (1) moving part. Actuator shall have a vane position indicator milled into the output shaft. One side of the actuator shall be manufactured to ISO/NAMUR mounting standards for attachment of accessories (limit switches, indicators, positioners). Seals shall be double opposed lip seals with stainless steel expanders. Seal backing plates shall be steel. O-ring seals on vane will not be acceptable. Actuator should be rated at 150psi to operate at current plant air supply pressure
- C. Actuator Materials of Construction:
 - 1. Housing: Pressure die cast ADC1 or A356 aluminum casting with all surfaces coated with thermosetting polyester powder coat with Ultraviolet Inhibitor. Zinc housing will not be permitted. Actuator housing to include industry-

standard NAMUR accessory mount interfaces as an integral part of the housing. The NAMUR VDI/VDE 3845 to be included on top of the actuators and on the solenoid manifold to allow for the easy installation of standard actuator control accessories.

- (i) For highly corrosive installations and where specified in the Valve Actuator Schedule, the actuator manufacturer shall provide a Fluoropolymer final finish on both the actuator interior and exterior and on the complete vane and output shafts. Exterior-only coating will not be acceptable and manufacturer must have at least 5 years of successful installation history with the Fluoropolymer finish.
 - (ii) The Fluoropolymer coating shall have documented testing to chemical resistance to salt spray, ammonium hydroxide, hydrochloric acid, calcium hypochloride, sodium hypochloride, ferric chloride, among other chemicals for a period of six (6) months with no deterioration.
 - (iii) Vane actuator case halves will have Fluoropolymer coating prior to assembly. The case halves shall be Fluoropolymer coated on all surfaces including all tapped holes, untapped holes, flat face flange, and any other opening or ports.
 - (iv) Actuator vane shall be electro less nickel-plated finish prior to application of the Fluoropolymer coating on vane.
 - (v) All threaded fittings shall have a locking and sealing compound designed for metal tapered threads and fittings. All actuators shall be tested after assembly. Actuators shall not require more than three (3) psig to be cycled a complete stroke in each direction before they are connected to the valve. Test report documenting zero (0) cross vane leakage shall be submitted prior to shipment.
- 2. Vane / Output Shaft: Steel ASTM A148 per AWWA C540-2, Grade 115-95, heat treated with electro less nickel plated finish. Ductile Iron vane / output shafts will not be acceptable.
 - 3. Vane Seals: HBNR highly-saturated Buna Nitrile, rated -5 to +300 degrees F., no exception.
 - 4. Shaft Seals: Buna N.
 - 5. Vane Seal Expanders: Stainless spring steel.
 - 6. Side Plates: Steel with all surfaces coated with thermosetting epoxy powder coat.

C. Actuator Position-Control Capability:

- 1. Open/Close Valves: Actuators shall be solenoid operated. Solenoids for smaller size actuators shall be standard ISO/NAMUR VDI/VDE 3845 direct mounted with the option to be remote mounted for increased accessibility. Solenoid coils shall be 120 VAC / 60 Hz, NEMA 4 rated. Speed control devices shall allow independent adjustment of OPEN and CLOSE cycling speed. Each solenoid valve to include manual override to lock-and-hold valve in either the OPEN or CLOSE position in the event of a power outage. Exhaust air mufflers shall be standard. Provide 80 to 150 PSI clean, dry air to solenoid valve. 1/2" conduit CSA black connector. Form B, 22mm coil, Class F, cURus, Nema 4X.

Solenoid valves shall be K-TORK 'SIDEWINDER' Series.

Each Open/Close actuator shall include valve position feedback limit switches for remote OPEN and CLOSE indication. Two SPDT switches shall be housed in a NEMA 4/4X nickel plated aluminum enclosure with transparent polycarbonate lid, ensuring a device totally unaffected by corrosion, in salty and humid atmosphere. 3D Dome-style visual valve position indicator that can be seen from above and from the side. The switch box output shaft and fasteners to be stainless steel and shall mount to the actuator per NAMUR VDI/VDE 3845 with a stainless steel bracket. The two electromechanical switch contacts shall be rated 5A@250 VAC, 0.5A@24 VDC, resistive/inductive. Limit switches shall be adjustable by press, turn and release motion requiring the use of no tools. The limit switch assembly to be UL and CUL Listed and approved and shall be manufactured by Rotork / K-TORK 'SOLDO' Series.

The solenoid coil must be pre-wired to spare terminals labeled 'Solenoid Valve' inside the limit switch enclosure and all field connections for both the limit switches and solenoid valves shall be terminated inside the limit switch box.

2. Modulating Valves: The actuator shall be designed to control the valve in all positions from fully open to fully closed, and from fully closed to fully open with control in any intermediate position corresponding to the variable controls system input. Positioner shall consume a MAXIMUM of .070 SCFM while in the resting state. Positioners consuming greater than .070 SCFM will not be acceptable. Modulating actuators shall be supplied with intelligent SMART diagnostics. Positioners shall have ISO/NAMUR VDI/VDE 3845 standard output shaft to allow direct mounting to actuator without need for adaptors. The positioner will receive a 4-20 mA positioning signal from the control system for precision positioning control of the valve in all positions from closed to open. As standard, the positioner shall include an Auto / Manual switch to allow for local actuator control without removing the positioner cover. Additionally, the positioner will have four pushbuttons for local control located inside the enclosure. The positioner shall have auto-stroke / auto-calibration capability as standard for easy commissioning. LCD 0-100% visual indication of valve position will be located in the positioner cover. Where specified in the Valve Actuator Schedule, provide optically-isolated analog 4-20 mA position transmitter, (2) mechanical limit switches or both, mounted inside the positioner housing. Positioner construction shall be of Aluminum or Stainless Steel (optional), with NEMA 4/4X, IP66 rating and be suitable for -22° F. to +185°. Fasteners to be stainless steel. Provide 80-100 psi clean dry supply air to the positioner. Positioner shall be manufactured and supplied by the actuator manufacturer and shall be intended for use with the actuator provided for modulating application. Positioner shall be as manufactured by Rotork / YTC #3300R.

3. Mechanical Manual Override: Where specified in the Valve Actuator Schedule, actuator shall include a mechanical worm gear manual override de-clutch gearbox and hand wheel to be mounted between the valve and the actuator. The manual override shall be able move and hold the valve in any position between full OPEN and full CLOSE. When the actuator is in 'AUTO' operation, the gear shall be de-clutched and will 'free wheel'. To use the override, isolate the incoming air supply and bleed all pressure from the actuator, then engage the worm to the segment. The engagement lever shall include a stainless steel legend plate clearly identifying the lever position with "AUTO" and "MANUAL". The manual override shall be capable of remaining on the valve and fully operational with the actuator removed and include two mechanical valve position stops. The manual override shall have a cast iron housing and stainless steel input shaft and fasteners, rated for IP68 / NEMA 4/4X environments. The manual override shall have an EPOXY NZ PRIMER and Polyurethane finish paint, both 40 – 60 microns. Hand wheel diameter to be selected to limit rim pull to a maximum of 80#. Include 3-way actuator vent valve(s) as required to bleed the actuator and isolate the supply air during manual operation. The 3-way vent valve(s) shall include "Auto" and "Manual" legend plate and the hand wheel shall include OPEN and CLOSE designations and directional arrows. The de-clutch manual override shall be manufactured by Rotork / K-TORK, the actuator supplier without exception.
- E. Accessories such as limit switches, positioners, solenoid valves, speed controls, piping and tubing, as required by the specification, shall be mounted and tested by the actuator manufacturer to the actuators prior to shipment to the jobsite.
- F. Torque Capability: The rated torque capability of each actuator shall be sufficient to seat, unseat, and rigidly hold, in any intermediate position, the valve disc it controls under the operating conditions specified herein. Torque safety factors shall conform to AWWA Standards and in no case be less than 1.25 times the valve manufactures specified torques based on operating conditions.
- G. Safety Factor: Actuator housings, supports, and connections to the valve shall be designed with a minimum safety factor of 5, based on the ultimate strength, or a minimum safety factor of 3, based on the yield strength of materials used.
- H. Stop-Limiting Devices: Valve actuators shall be equipped with adjustable mechanical stop-limiting devices to prevent over-travel of the valve disc in the open and closed positions. Position stops shall provide, at minimum, 80 to 100 degrees of adjustable travel.
- I. The pneumatic actuators shall have a working pressure of 150 psig per AWWA C540-2 standards with an overload pressure of 220 psig. Actuators with a published 100 psig maximum operating pressure rated will not be acceptable.
- J. Actuators shall be equipped with adjustable flow-control devices controlling the operating air exhausting from the actuator. The devices shall be located at or near the

actuator or on the solenoid valve. The opening and closing speeds shall be nominally set for a range of 30 to 90 seconds, variable with valve sizes. Final adjustments shall be made by the contractor to minimize line surges during normal operation.

K. Actuators shall not require more than three (4) psig to be cycled a complete stroke in each direction before they are connected to the valve.

L. Actuator Testing:

1. Performance Tests: Each actuator and valve assembly shall be cycled a minimum of three (3) times prior to assembly to the valve and in the field using the start and stop controls from the fully closed to the fully open position to demonstrate that the complete assembly, including controls, operates properly.
2. Test Certification: Certification of tests and copies of test or certificate of conformity reports shall be provided on request if the request is made prior to the time of testing.

P. Bracket and Couplings:

1. Custom fabricated bracket to adapt the actuator to the new or existing (retrofit) valves shall be heavy wall rectangular carbon steel tube and shall retain the valve stem packing or provide for use of the original draw-down packing gland as required.
2. All brackets and couplings shall have electro statically applied fusion bonded polyester powder coated finish.
3. Couplings shall be made of bar stock carbon steel with keyway and stainless steel setscrew.

Q. Acceptable Manufacturers:

1. K-TORK Actuators & Controls, made by Rotork Dallas, 10410 Vista Park Road, Dallas, Texas 75238 Telephone number (214) 343-9980.

2.02 OPERATOR AIR TUBING

Air tubing on valve operators shall be rubber or stainless steel. Air tubing shall be sized according to actuator size.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Complete equipment installation with controls, safety devices and auxiliary support systems necessary to start the equipment and verify that the equipment functions correctly under no load conditions. Turn rotating equipment by hand to check. Complete cleaning and testing of piping systems. Inspect and clean equipment, devices, piping, and structures of debris and foreign material.

- B. Remove temporary bracing supports and other construction debris that may damage equipment.
- C. Remove protective coatings and oils used for protection during shipment and installation.
- D. Flush, fill, and grease lubricated systems in accordance with Manufacturer's instructions.
- E. Install temporary connections and devices required to fill, operate, checkout and drain the system. Provide temporary valves, gauges, piping, test equipment, and other materials and equipment necessary to conduct testing and startup.
- F. Check equipment for correct direction of rotation and freedom of moving parts.
- G. Align equipment to Manufacturer's tolerances. Adjust clearances and torques.
- H. Check installation prior to start-up for conformance to Manufacturer's instructions.
- I. Adjust or modify equipment to ensure proper operation.
- J. Correct any deficiencies or problems noted in Manufacturer's representative's installation reports.

3.02 FIELD QUALITY CONTROL

Verify that structures, equipment, pipes, valves, fittings, and other appurtenances are compatible. Coordinate field devices, voltages, signal types, power needed, and programming with valve operator to provide proper functioning system.

3.03 MANUFACTURER'S REPRESENTATIVE

- A. The services of the manufacturer's technical representative shall be provided for pre-startup installation checks, startup assistance, training of Owner's personnel, troubleshooting, acceptance testing, and other services as required within these Contract Documents.
- B. Manufacturer's representative shall:
 - 1. Approve installation in writing to Engineer before operation.
 - 2. Verify conformance to all specified requirements.
 - 3. Fully instruct all designated personnel for the plant on proper care, maintenance, and operation of all equipment and appurtenances.
 - 4. Perform specified acceptance tests and operate system to verify satisfactory operation of all equipment in presence of Owner's personnel and Engineer.
 - 5. Check all equipment for excessive noise or vibration, proper alignment, general operation, etc.

6. Operate the equipment through the design performance range consistent with available flows. Adjust, balance, and calibrate and verify that the equipment, safety devices, controls, and process system operate within the design conditions. Each safety device shall be tested for proper setting and signal. Response shall be checked for each equipment item and alarm. Simulation signals may be used to check equipment and alarm responses.
7. Place each piece of equipment in the system in operation until the entire system is functioning. All components shall continue to operate without alarms or shutdowns, except as intended, for 8 consecutive hours to be considered started up.
8. Submit certified written field reports as required by Section 01301.
9. Provide a certificate by the valve actuator supplier indicating proper installation and start-up procedures have been followed. This certificate shall be required and included as part of the final operation and maintenance manuals in order to validate the specified three (3) year warranty.
10. Revisit job sites as often as necessary beyond minimum services specified to correct deficiencies to satisfaction of ENGINEER.

3.04 ACCEPTANCE TEST

- A. Upon completion of the installation of each valve actuator, an acceptance test will be conducted to verify the satisfactory operation and performance of each actuator. Each valve shall be opened and closed using the plant control system as applicable (AUTO) and manually. The control valves shall also be tested under power loss to verify proper closure.
- B. The test shall be conducted in a manner approved by and in the presence of the ENGINEER. The equipment and piping will be completely checked for leakage, general operation, etc.
- C. Each valve actuator must perform in a manner acceptable to the ENGINEER before the OWNER will make final acceptance.

***** END OF SECTION *****

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SECTION 46 63 24
NANOFILTRATION MEMBRANE EQUIPMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. The purpose of this specification is to define the requirements for the fabrication, testing, shipment, startup and owner training for new Nano Filtration (NF) systems to be used to remove color from groundwater wells at the City of Gautier, MS. The system will consist of four 1MGD (permeate) membrane skids, any three of which will operate at a given time for a total permeate production of 3MGD.
- B. The Vendor shall furnish all labor, materials and equipment as specified herein for design, fabrication, coordination with construction/installing contractor, testing, shipment, startup and training of four (4) skid-mounted NF systems.
 - 1. All equipment specified in this section will be located inside a covered area at the existing Gautier WTP and will not be exposed to direct sunlight. Temperatures inside the covered area will range from 50 degrees Fahrenheit to 110 degrees Fahrenheit. Relative humidity will range from 1 percent to 100 percent.
 - 2. The equipment for the NF Package System includes the following components at a minimum:
 - a) Air Compressor
 - b) Cartridge Filter
 - c) High pressure pumps
 - d) Recirculation Pumps
 - e) Brine Discharge Valve
 - f) Membrane pressure vessels
 - g) Anti-scalant dosing system
 - h) Chemical metering pumps and controls
 - i) Low Energy or NF membrane elements
 - j) Instrumentation, monitoring and control devices
 - k) Piping, fittings and valves
 - l) Epoxy Coated Carbon Steel Support Frame
 - m) AB PLC Based Control Panel with 10" HMI
 - n) Remote Monitoring Hardware and Software
 - o) All other components as shown on the drawings and as in this specification.
- C. The minimum system requirements are shown on the drawings for the NF process. All additional equipment, piping, instrumentation, and other facilities required for a complete and operable system shall be provided by the installing contractor.
- D. The NF Supplier shall provide a complete and operable system including the following components, with responsibilities for each as generally described below:
 - 1. The NF units, including high pressure feed pump and motor assembly, cartridge filter housings complete with cartridge filters, membrane pressure vessels, chemical system, vent, all internal valves, piping manifolds, fittings, supports, design, startup training and service (by Supplier), installation of the

- skid mounted units (by Contractor in separate contract).
2. NF membrane elements (by Supplier)
 3. NF system shall be designed to provide single point plumbing connections to the skid, including the following: feed water, product water, brine (reject) water, CIP feed line, CIP permeate return, CIP brine return, antiscalant addition, pneumatic air connection.
 4. Instrumentation and control system for the NF skid with remote monitoring ability, flow meters, pressure gauges, differential pressure gauges, conductivity meters and other process instruments (by Supplier).
 5. Vendor will supply all required motor starting equipment and VFD's. Contractor, in separate contract, will be responsible for electrical connections to the NF skids.
 6. Power required shall be 480V, 3 phase, 60 Hz and 120V, 3 phase, 60 Hz. and will be provided to the skids by the Contractor (separate contract). To facilitate electrical installation, Contractor is responsible for furnishing, installing, and connecting the conductors to the designated points of connection on the skid (separate contract).
 7. All interconnecting piping outside of the skid limits and other connections within the project limits will be provided by Contractor (separate contract).
 8. All electrical wiring outside of the skid limits will be provided by Contractor (separate contract).
 9. Operation and maintenance manuals (before plant start-up), and field training during the commissioning period (by Supplier).
- E. The NF system is composed of standard-engineered equipment and components, with no parts or hardware which are unique to the supplier. It is the responsibility of the supplier to closely coordinate with the Engineer during the submittal phase to assure that any differences between the system as specified and that as proposed by the supplier are appropriate for the application and that all related work is fully included in the supplier's bid. The NF system drawings and P&ID's included in the Contract Drawings delineate the minimum system requirements; changes or recommendations for modifications to the system as shown and specified must be completely described in the shop drawings and submitted for approval by the Engineer.
- F. It is intended that all equipment be provided with all piping, valves, fittings, instruments, and other components, so as to provide a complete system which will be fully functional once connected to points as indicated on the drawings.
- G. Skid dimensions shown on the design drawings are considered maximum dimensions needed to accommodate the specified equipment. Clearances between skids shall be specified by the Vendor and maintained to allow working access by operations and maintenance staff.

1.2 QUALITY ASSURANCE

- A. Where applicable, all equipment shall be designed, manufactured and tested in accordance with the latest standards of:
1. American Society of Mechanical Engineers (ASME)
 2. American Society of Testing Materials (ASTM)
 3. Occupational Safety and Health Act (OSHA)

4. American National Standards Institute (ANSI)
 5. National Electrical Manufacturers Association (NEMA)
 6. NFPA 70 National Electric Code (NEC)
 7. American Water Works Association (AWWA)
- B. The equipment shall comply with all local codes, statutes and ordinances. Approval of shop drawings and submittals will indicate compliance.
- C. All equipment and accessories shall be supplied in accordance with attached "General Technical Requirements."
- D. The supplier shall have experience supplying systems that meet the performance requirements outlined in Section 2.2 A minimum of three (3) references shall be provided with submittals.

PART 2 - DETAILED SPECIFICATIONS

2.1 SYSTEM CONFIGURATION

- A. The plant must be designed to operate unattended 24 hours per day, 365 days per year at maximum capacity. The NF System will be automatically controlled from a programmable logic controller (PLC). The NF system must be capable of automatic shutdown upon a fault condition.
- B. The NF System shall be capable of shutting down operations for up to 96 hours without requiring extensive maintenance procedures or membrane pickling.
- C. Each NF System skid will be controlled by one PLC furnished and programmed by Vendor. The PLC will control operation of the NF membrane skid and exercise supervisory control over the CIP system provided by the Vendor. Ethernet communication shall be coordinated with the Owner.
- D. The pressurized feed water is routed to the NF membrane elements installed within the vessels on the NF system. The pressurized feed is routed through the membrane array while the system is being fed at a constant rate during closed circuit mode, and at up to 150% of standard feed flow (1,042gpm) per skid while in plug flow mode. No less than two (2) times an hour the system shall discharge concentrated brine from the system and rinse the membrane array with fresh feed water to disrupt scale formation. Permeate from the system is routed to a permeate header and discharged into a pressurized system provided by others. Permeate shall carry a residual pressure of no less than 80 PSIG and a maximum of 110 PSIG. The skids in operation shall be programed to cascade operational cycles to minimize the need for two stages to be in Plug Flow (brine flush mode) at any given time during normal operations.

2.2 NF SYSTEM DESIGN CRITERIA

- A. The system shall receive feedwater from nearby groundwater wells.
1. The system shall be a factory built, skid mounted system.
 2. The footprint and layout of the NF System shall be coordinated by the Vendor

and approved by the Engineer.

3. The membrane system shall meet the following minimum design criteria:
 - a. Total Permeate Capacity for any three operating systems: 2083.33 gpm
 - b. Nano Filtration system
 - 1) Number of Trains: Four (4)
 - 2) Permeate Capacity per Train: 694 gpm average
 - 3) Average Flux Rate each stage: 14.0 gfd +/- 10%
 - 4) Membrane Array: By Vendor
 - 5) Pressure Vessel Length: 6 M
 - 6) Recovery Range of System (adjustable): Min. 85% - Max. 95%
 4. All pumps shall be connected to VFD's.
 5. All Membrane Arrays must utilize recirculation pumps.
 6. The NF system automatically must flush with feed water to disrupt scale formation, no less frequently than two (2) times per hour. Flush water shall be applied and discharged directly to and from each stage and not passed from stage to stage.
 7. System Recovery must be adjustable through a range of 85 to 95% from the control panel without making any manual adjustments to the NF skid.
 8. **In the event that permeate flow is inadvertently stopped while the Nano system is in operation, the Nano manufacturer must include controls to alarm and safely shutdown the equipment so as to not damage the membranes or equipment. The skid controls should contain at a minimum a permeate line pressure transmitter or switch programmed to protect the membranes.**
- B. Nano Filtration System Performance Conditions: Including the above design criteria, the NF System shall also be capable of meeting the following design conditions:
1. Concentrate pressure at NF discharge (downstream of concentrate control valve) shall be at least 30 psi residual pressure.
 2. Permeate pressure at NF permeate discharge (downstream of permeate control valve) shall be a minimum of 80 psi.
 3. Well water pressure supplied to the vendor-supplied booster pump shall be a minimum of 60 psi.
- C. Additional Services Required of Vendor:
1. Feed water quality is to be analyzed and submitted as listed in Table 1 below, Projected and Required Water Characteristics. Minor (not to exceed 5%) variances on the projected feed water quality are to be expected.

Table 1 - Projected and Required Water Characteristics to Be Submitted By Vendor

PARAMETER	UNIT	FEED WATER (WELL WATER)	REQUIRED RO PRODUCT WATER
NH ₄	mg/L		
K	mg/L		
Na	mg/L		
Mg	mg/L		
Ca	mg/L		
Sr	mg/L		
Ba	mg/L		
HCO ₃	mg/L		
NO ₃	mg/L		
Cl	mg/L		
F	mg/L		
SO ₄	mg/L		
SiO ₂	mg/L		
Boron	mg/L		
CO ₂	mg/L		
TDS	mg/L		
Temperature	Degrees F	Max/Min	
pH	-	Max/Min	

2.3 FEED, CONCENTRATE, AND PERMEATE PIPING

- A. 316 Stainless Steel Piping (Sch 10):
 - 1. Shall be utilized for the Primary NF Feed: High-pressure pumps to concentrate valves.
- A. Schedule 80 PVC Piping:
 - 1. Shall be utilized for the low-pressure water system upstream of the High-Pressure Pumps in the Primary NF system and permeate lines for both the Primary NF systems (less than 80 psi).
 - 2. Finish shall be dark gray in color. Apply coatings and labels as specified.
 - 3. Flanges shall be ANSI/ASME B16.5 Class 125.
- B. Schedule 80 CPVC Piping:
 - 1. Shall be utilized for the low-pressure systems not specifically defined under Schedule 80 PVC (less than 80 psi). Used in areas that are in contact with concentrated chemicals.
 - 2. Finish shall be white, off-white, or grey in color.
 - 3. Flanges shall be ANSI/ASME B16.5 Class 125.
- C. Manifolds and piping shall incorporate flanged or grooved coupling joints to allow installation and connection to valves, appurtenances, and instrumentation elements as required.

2.4 VALVES

- A. The Vendor shall furnish and install all membrane system valves shall have NSF/ANSI 61-2008 Certification for potable water service.
- B. Submit valve specification and chemical resistance specifications for approval by the

engineer. Materials used for construction of the valve body, seats and seals shall be explicitly noted in submittals.

2.5 MOTORIZED ACTUATORS

- A. All valves that require automatic control shall be provided with pneumatic actuators furnished and installed by the Vendor (see Section 40 05 57.53). Valve positioners shall be provided where required for control purposes. Outlet valves shall be provided by the Vendor. Include limit switches to indicate full open and full closure of isolation valves. Include appropriately sized air compressor to adequately open/close the valves as required to properly function during the CIP process and normal operation.

2.6 SKID MOUNTED MEMBRANE SYSTEMS

- A. NF skid, pumps, pressure vessels, piping, cartridge filter housings, chemical dosing system, and all other components shall be factory assembled in supporting structure constructed of corrosion resistant materials.
- B. NF skid and supporting structure shall be welded carbon steel, free of weld slag and finished with an epoxy. Mounting hardware and fasteners shall be 304 or 316 stainless steel. The use of any material other than 304 or 316 SS must be approved by the Owner.
- C. Skid Dimensions shall fit in the space available, see drawings (to be confirmed by the Vendor).
- D. NF Skids shall be set on concrete pad designed by others. Any anchors shall be supplied and specified by vendor.

2.7 MEMBRANE ELEMENTS

- A. Membrane elements shall be the spiral wound type, 8-inches in diameter and 40-inches long. Elements must be NSF 61 approved.
- B. Membrane elements shall be rated for continuous operation within the manufacturer's warranty condition requirements at temperatures of up to 45 degrees C (113 degrees F) and within a feed pH range of 3 to 9.
- C. Vendor will submit membrane performance projections and antiscalant projections or test results showing system performance at 92% recovery and 94% recovery.
- D. The membranes shall be individually tested and marked with a factory serial number. Test conditions shall be as indicated on the manufacturer's membrane data sheet. A test report shall be submitted to the Owner prior to startup. Testing may be waived only with approval from the Engineer.

The test report shall provide the following for each element:

1. Element serial number
2. Date of test
3. Test conditions: temperature, pressure, feed water composition, recovery

4. Test results: salt rejection, element productivity in gpd.

2.8 MEMBRANE PRESSURE VESSELS

- A. Configuration: Pressure vessels housing membrane elements shall meet the following service rating and configuration requirements:
 1. Vessel dimensions shall be suitable to contain standard 8-inch diameter by 40-inch-long spiral wound membrane elements.
 - a. Primary - NF membrane array configuration shall be recommended by supplier.
 - 1) Pressure vessels shall contain no more than six (6) elements per vessel and shall be of equal length.
 - 2) Vessels shall have a maximum working pressure of not less than 300 psi at a temperature up to 40 degrees Celsius.
 2. Vessels shall be manufactured by Protec or CodeLine or approved equal, painted to reduce light transmittance.
 3. Vessel sizes shall be standardized and capable of accepting all brands of membrane elements.
- B. Construction: Vessels shall be designed and constructed in accordance with the latest edition of the ASME Boiler and Pressure Vessel Code - Section X, Fiberglass-Reinforced Plastic Pressure Vessels.

2.9 CARTRIDGE FILTER

- A. The Vendor shall provide one (1) pre-treatment Cartridge Filter Housing complete with complete sets of 1 micron nominally rated filter cartridges per skid. The cartridge filter housing shall be manufactured of 316 stainless steel or FRP and be designed to ASME code for up to 150 psig operating pressure.
- B. The filter housing shall be installed in orientation to allow for easy removal of the cartridge filters.
- C. The cartridge filter shall be installed within the skid boundary. The cartridge filter shall be furnished with a filter housing, inlet and outlet manual isolation valves, vent, rinse, and a drain valve. Inlet and outlet pressure gauges (0-100 psi liquid filled, %" MNPT) with %" isolation valves and sample port valves to be installed to monitor each housing individually. Filtration rate shall not exceed 5 gpm per 10" of filter.

2.10 MEMBRANE SYSTEM HIGH PRESSURE FEED PUMPS

- A. Vendor shall provide high pressure feed pump(s) and motor(s) for each skid. The pump(s) shall be sized for the flow rate and pressure specified herein. The final responsibility of pump pressure required to operate the membrane system shall be provided by the Vendor and membrane element manufacturer and indicated in the membrane system performance projection to be submitted.
- B. Pump and motor requirements are as follows:
 1. Primary NF High Pressure Feed Pumps:
 - a. Number of Pumps per Skid: 2

- b. Vendor to specify horsepower of pump
- c. Design Flow: As required to meet full range of NF operating requirements
- d. Design Head: As required to meet full range of operating requirements
- e. Pump Shell, Shaft, & Inlet and Outlet Connections - 316 stainless steel.
- f. Internal components shall be 316 stainless steel. Other parts to be compatible with indicated service.
- g. Manufacturer's standard mechanical coupling with coupling guard.
- h. VFDs and motor starting equipment is by installing contractor (other contract).
- j. Pump shall be positive displacement type or centrifugal.
- k. Unit shall be provided with discharge check valves, suction and discharge isolation valves, and all other mechanical, electrical, and instrumentation components required for a complete installation.

C. Installation on skid by Vendor.

2.11 FEED CHEMICAL DOSING

- A. Antiscalant pumping shall be provided by the Vendor. Vendor is responsible for controlling the antiscalant dosing system for each skid.
 - 1. Vendor to specify the following with bid:
 - a. Manufacturer and name of antiscalant
 - b. Dose
 - c. Specific Gravity
 - d. Flow (GPH)
- B. Vendor is to submit any additional recommendation for additional chemical feed systems based on water analysis. When possible, pH adjustment is to be avoided.

2.12 CLEAN-IN-PLACE SYSTEMS

- A. The Vendor shall supply the CIP system to the NF Package System. Vendor shall provide the manifold piping, valving and controls on the NF skids for cleaning the membranes with the cleaning solution into and out of each membrane stage individually.
 - 1. NF - CIP System Design Criteria:
 - a. Volume: Vendor Selected
 - b. Flow: Vendor Selected
 - c. Pressure: 60 psi

2.13 INSTRUMENTATION AND CONTROLS

- A. All instruments and controls shall be provided by the Vendor. Installation shall be skid mounted unless indicated otherwise. Instruments shall monitor on each stage as a minimum:

- cartridge filter inlet and outlet pressures
- feed pressure
- pressure drop across each membrane stage
- concentrate pressure
- permeate pressure
- feed conductivity
- feed temperature
- permeate conductivity
- feed pH
- concentrate conductivity
- permeate pH
- permeate flow
- concentrate flow

- B. In addition to the instruments, pressure gauges shall be installed locally to allow the operator to measure the pressure at the feed, each permeate header, and the final concentrate.
- C. The equipment shall include all instrumentation related to the NF System as identified in the specifications, as shown on the drawings, and as necessary to measure and display the process parameters described herein.
- D. The vendor will supply hardwired I/O allocated for turning system on/off – feed tank level (Analog input to CCRO PLC), permeate tank level (Analog input to CCRO PLC), remote start (Digital input to CCRO PLC)
- E. Vendor will supply Allen Bradley PLCs with ability to message over ethernet/IP. The following messages at a minimum shall be provided:
 1. Flow setpoint to the pumps
 2. Desired feed flow required by the skids to run well pumps at 50% increased flow per skid during Plug Flow mode
 3. NF System PLC tags required for plant integration as requested by the owner
- F. The NF system control panels shall be NEMA 12 enclosures. The panel shall contain process indicators, and other devices related to the respective membrane skid. All power and instrument cables shall be terminated at the Vendor supplied control panel located on the NF system.
 1. The following process variables, as minimum, shall be displayed on the face of the HMI on the NF membrane skid control panel.
 - a. Feed water supply pressure (measured at inlet and outlet of cartridge filter housing).
 - b. NF membrane feed water pressure (measured at the discharge of the high pressure feed pump).
 - c. Total concentrate water flow from the skid.
 - d. Total permeate water flow from the skid.
 - e. Feed water pH (measured upstream of the feed water acid dosing inlet).

2. Alarms. The following alarm conditions, as minimum, shall be furnished and indicated:
 - a. Low feed water pressure: Adjustable; sensor is mounted in the feed line after the cartridge filter housing. Should the pressure be less than the set point, the NF skid will shut down. Ensures a positive pressure to the NF feed pump.
 - b. High pressure: Should the pressure exceed the set point the NF, skids will immediately shut down.
 - c. Membrane antiscalant system low flow switch: Should switch be in the off position, the NF skids will immediately shut down.
 - d. Membrane Emergency Shutdown Pushbutton: Shuts down the NF skid and associated equipment.
3. A skid that has shut down under one of the above conditions shall not automatically restart when the alarm condition clears. It shall be necessary to reset the skid's shutdown status locally from the skid control panel before the skid can resume automatic operation.

2.14 SPECIAL TOOLS AND SPARE PARTS

- A. General: Special tools and spare parts shall be furnished by the manufacturer of the respective equipment item. Spare parts shall be suitable packages labeled with respect to their contents and delivered to the Owner. Indicated quantities below do not include installed items.
- B. Spare Parts
 1. The Vendor is to submit a recommend spare parts list with shop drawings.

2.15 ASSEMBLY AND TESTS

- A. Installation of Nano Filtration Package System Skids and Membrane Elements
 1. Installation of the components on the skid shall be by the contractor unless otherwise noted.
 2. Pressure vessels shall be installed by the Vendor, after Functional Testing, in conformance with the vessel manufacturer's recommended procedures, instructions, and the Shop Drawings. Manifolds and vessel supports shall be adjusted to achieve the indicated port coupling alignments.
 3. Membrane elements shall be installed by the contractor in conformance with the manufacturer's recommended procedures, instructions, and Shop Drawings. The position of each element shall be recorded by element serial number by the Vendor. If the manufacturer has specified a loading order based on element type or test data, the elements shall be installed in that order.
 4. The complete NF System shall be installed by the Contractor in conformance with the manufacturer's recommended procedures, instructions, and Shop Drawings in the presence of a representative of the Vendor.
- B. Nano Filtration Package System Testing
 1. Testing Protocol: The Vendor shall submit to the Owner a proposed testing protocol 30 days prior to the initiation of the membrane system performance

testing. The testing protocol shall have written approval by the Owner prior to commencement of the testing program. The testing protocol shall include, as a minimum, water quality sampling parameters, sampling locations, projected dates of the performance testing, laboratory for the water sample analysis, and time of sampling relative to time zero. Time zero for the membrane system performance testing is the time of the first sample.

2. Duration of Performance Test: The membrane train shall be tested for two (2) consecutive days (48 hours). The Vendor shall be fully responsible for every aspect of the performance test. Qualified representatives of the Vendor and the manufacturer shall be on-site no less than eight (8) hours per day during the entire performance test. Representatives of the Engineer and Owner may also be in attendance during the performance test.
3. Performance Testing Conditions: The membrane train shall be tested under the following conditions. These conditions must be maintained during the entire performance test.
 - a. Membrane feed water quality shall be as listed in the Projected and Required Water Characteristics table.
 - b. Performance Testing must be completed within a single 48-hour time period
 - c. Water recovery (first 12 hours of testing at 80% recovery; next 12 hours at 85% recovery; next 12 hours at 92% recovery; and final 12 hours at 94% recovery).
 - d. Permeate Flow, 694 gpm per skid
 - e. The use of antiscalant
4. Data Collection During Performance Test: The following continuous data shall be collected hourly (for each skid) unless otherwise indicated during the performance testing:

2.16 FIELD ENGINEERING SERVICES

- A. Primary Nano Filtration Package System Training
 1. The Vendor shall have a qualified NF equipment manufacturer's representative furnish the services of personnel for one (1) work-day to instruct the Owner's staff on proper operation, installation, sampling, cleaning, and maintenance for the membrane system.
 2. The Vendor shall have a qualified NF equipment manufacturer's representative furnish an operator refresher training at the plant site at six (6) months after the date of Substantial Completion. The refresher training sessions shall last one day (eight [8] hours of classroom time).
 3. The first cleaning of the membranes by the Owner's personnel will occur within twelve (12) months of the date of Substantial Completion. The Vendor shall have a qualified RO equipment manufacturer's representative be present on-site for a maximum of two (2) day to assist with the membrane cleaning.
 4. The control system training program shall cover the contents of the operation and maintenance manual prepared for the project. The training shall also cover general theory, systems operation, data collection, data interpretation, automatic and manual operations, control strategies, safety, and maintenance of complete system. The control system training shall cover the specific PLC and graphic interface configuration provided for this project. The training shall also include data communications configuration specific to this project. The

PLC program code and graphic interface object and maintenance/future programming options.

5. All Training will be at dates and times agreed upon between the Owner and the Vendor

B. Manufacturer's Presence

1. The Vendor shall have qualified NF equipment manufacturer's representative available by phone during critical activities throughout the project at no additional cost to the Owner.
2. In addition to the services required under these specifications, the Vendor, at no additional cost to the Owner, shall have a qualified NF equipment manufacturer's representative present for a minimum for 3 days total for required inspections, testing, and training.
3. All costs for the qualified NF equipment manufacturer's representative participation in these activities, including travel, lodging, and any incidentals, are to be included by vendor.

2.17 WARRANTIES

A. General

1. The Vendor shall warrant all equipment in the NF Package System, including the membrane elements, to be free from defects in materials and workmanship, and comply with performance guarantees in accordance with the requirements of this Section.
2. The warranty period shall commence upon successful completion of startup testing.
3. The warranty conditions shall be valid under the conditions specified in these specifications.

B. NF Package System Equipment Warranty.

1. For a period of twelve (12) months, commencing from the date of successful completion of startup testing, the Vendor guarantees the following that all work, materials, equipment and products provided by the Vendor, exclusive of the membrane modules, will be free from faulty materials, workmanship, or defect at the time of delivery, provided that the equipment is used, cleaned and maintained in accordance with the procedures defined in the Vendor system operation and maintenance technical manuals.
2. The Vendor shall make, or have made at the expense of the Vendor, repairs, adjustments, replacements, or other corrective work necessary to restore or bring into full compliance with the requirements of the specifications any part of the work, materials, or equipment, which during the warranty period is found to be deficient with respect to any provision of the Specification, provided that the equipment is used, cleaned and maintained in accordance with the procedures defined in the Vendor system operation and maintenance technical manuals.
3. Vendor shall state in writing that it agrees to and will comply with all provisions of these specifications.

C. Membrane Element Warranty

1. Shall pass through from the manufacturer of the NF element to the owner.

2.18 NAMEPLATES, TAGS AND MARKERS

- A. Shall be vendor's standard.

2.19 WIRING FOR INSTRUMENTS AND POWER

- A. Conduit – Conduit shall be non-conductive exterior surfaces.
- B. Raceways
 - 1. All wiring raceway installation shall conform to all applicable codes and Electrical Specifications.
 - 2. Conduit Sizing: Minimum size conduit shall be ¾". Conduits shall be sized for 25% future capacity and all conduits larger than 1" shall have a nylon pull string installed with the wire to accommodate pulling future wires.
- C. Conductors
 - 1. All 120-volt control wiring shall be a minimum of 12 gauge stranded, THWN insulation and properly protected against overcurrent.
 - 2. Control and Instrument Wires: Provide Type THWN control multi-conductor cables, 18 to 22 gauge stranded, with PVC jacket, and with at least one spare circuit (two wires) for each conduit run.
 - a. Sensor wire shall be multi-conductor 120 V band cable, with two conductor 18 to 22 gauge stranded and shielded, use Beldon cable as a basis.
- D. Instrument signal voltage shall be 24 V dc.

PART 3 - SUBMITTALS

3.1- REQUIREMENTS AFTER AWARD

- A. Submittals are the responsibility of the Vendor unless otherwise indicated. Submittals shall contain complete dimensional, assembly, and installation drawings, wiring and schematic diagrams and details, specifications data covering the materials used for the parts, devices and accessories forming a part of the system furnished. Submittal data shall be grouped and submitted together in organized binders. Each stage submittal shall be substantially complete. Individual drawings and data sheets submitted at random intervals will not be accepted for review. Equipment tag numbers or identifications indicated on the drawings shall be referenced where applicable. Some differences may exist between various system suppliers or may be recommended as system improvements by the Vendor. Any recommendations for modifications to the system as shown and specified must be completely described in the shop drawings.
- B. Shop Drawings shall contain the following information:
 - 1. The successful bidder shall furnish electronic shop drawings for review and approval. These drawings shall include:
 - 2. Assembly of component pieces.
 - 3. Interconnecting piping and controls for all systems provided.

4. Operating loads.
5. Control panel schematics.
6. Electric power connection requirements.
7. Dimensions, clearances and floor space requirements.
8. Weight and type of equipment.
9. Location where product will be installed.
10. Finishes and coatings.
11. Performance characteristics.
12. Parts and materials lists and ratings and details of appurtenances to be furnished, along with references to appropriate ASTM, Federal Specifications and other reference standards and grades.
13. Piping and conduit attachments and sizes.
14. Elevations showing arrangements and positions of all panel components including nameplates.
15. Electrical diagrams as needed to show wiring circuit schematics, single line diagrams, voltage wire numbers and identified interlocks and terminals.
16. Sequence of operations for programmable controllers or relays. Code proprietary to a vendor may be locked to protect intellectual property.
17. Nameplate data showing nameplate material, height of letters, number of lines, inscriptions and dimensions.
18. Assembly and installation drawings including arrangement, layout, and dimensions of membrane train assembly and components. Drawings shall include size, material and location of piping connections.
19. Warranty information.
20. The membrane manufacturer's instructions for the handling, storage, installation, maintenance, and cleaning of the membrane elements.
21. The pressure vessel manufacturer's instructions for the handling, installation and assembly of pressure vessels and membrane elements.
22. The pressure vessel manufacturer's vessel specification, dimensioned drawing, and parts list sheets.
23. Complete catalog data, operational data, and layout data on the cartridge filtration units.
24. Complete catalog data, operational data, and layout data on the membrane system high pressure feed pumps.
25. Complete catalog data, operational data, and layout data on the CIP storage and feed system, including assembly and installation details.
26. Headloss calculations shall be provided by the Vendor to demonstrate that the high pressure feed pumps and clean-in-place pumps are sized to provide the appropriate pressure (as recommended by the Vendor) at the design flow considering the piping, valve, and fitting layout generally as shown on the drawings and as required for the membrane system.

C. Operation & Maintenance

1. Includes a complete operations and maintenance manuals, maintenance procedures, spare parts lists, and field procedures.
2. Operation and maintenance instructions shall be Manufacturer's printed instructions for correct operation and maintenance procedures for product, along with data which must accompany manual as directed by current regulations of government agency.
3. Include operating instructions for each piece of equipment.

4. Describe equipment function, operating characteristics, limiting conditions, operating instructions, startup procedures, normal and emergency conditions, regulation and control, and shutdown.
5. Include preventative maintenance instructions.
6. List warranty requirements.
7. Explain and illustrate preventative maintenance tasks.
8. Include lubrication charts, lists of acceptable lubricants, troubleshooting instructions, and lists of required maintenance tools and equipment.
9. List recommended spare parts, their costs, and ordering information for one manufacturer who can supply these parts.
10. Index instructions for easy reference.
11. Include information for installed equipment only.

***** END OF SECTION *****

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SECTION L

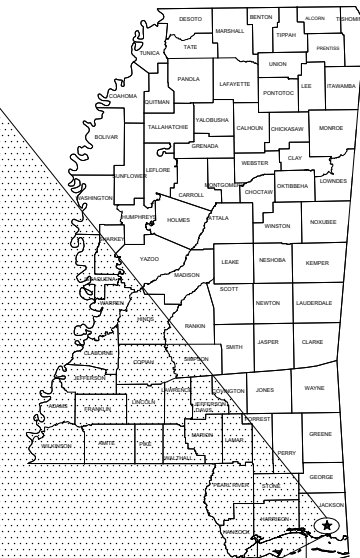
REFERENCE DRAWINGS

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WAGGONER

143-A LeFleurs Square
JACKSON, MS 39211
601-355-9526
FAX 601-352-3945

NANOFILTRATION WATER
TREATMENT PLANT EQUIPMENT
GAUTIER, MISSISSIPPI



ADAM COLLEDGE - AT-LARGE
CAMERON B. GEORGE - WARD 1
RICHARD "DJ" JACKSON - WARD 2
GORDON GOLLOT - WARD 3
CHARLES "RUSTY" ANDERSON - WARD 4
DANTE ELBIN - WARD 5

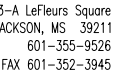
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SEAL:

DRAWN BY:	MC	SCALE:	AS SHOWN
DESIGNED BY:	BG / MC	DATE:	JUNE 2021
CHECKED BY:	BG	PROJECT:	0018019.002
DRAWING TITLE:			

SHEET NUMBER:





NANOFILTRATION WATER
TREATMENT PLANT EQUIPMENT
GAUTIER, MISSISSIPPI

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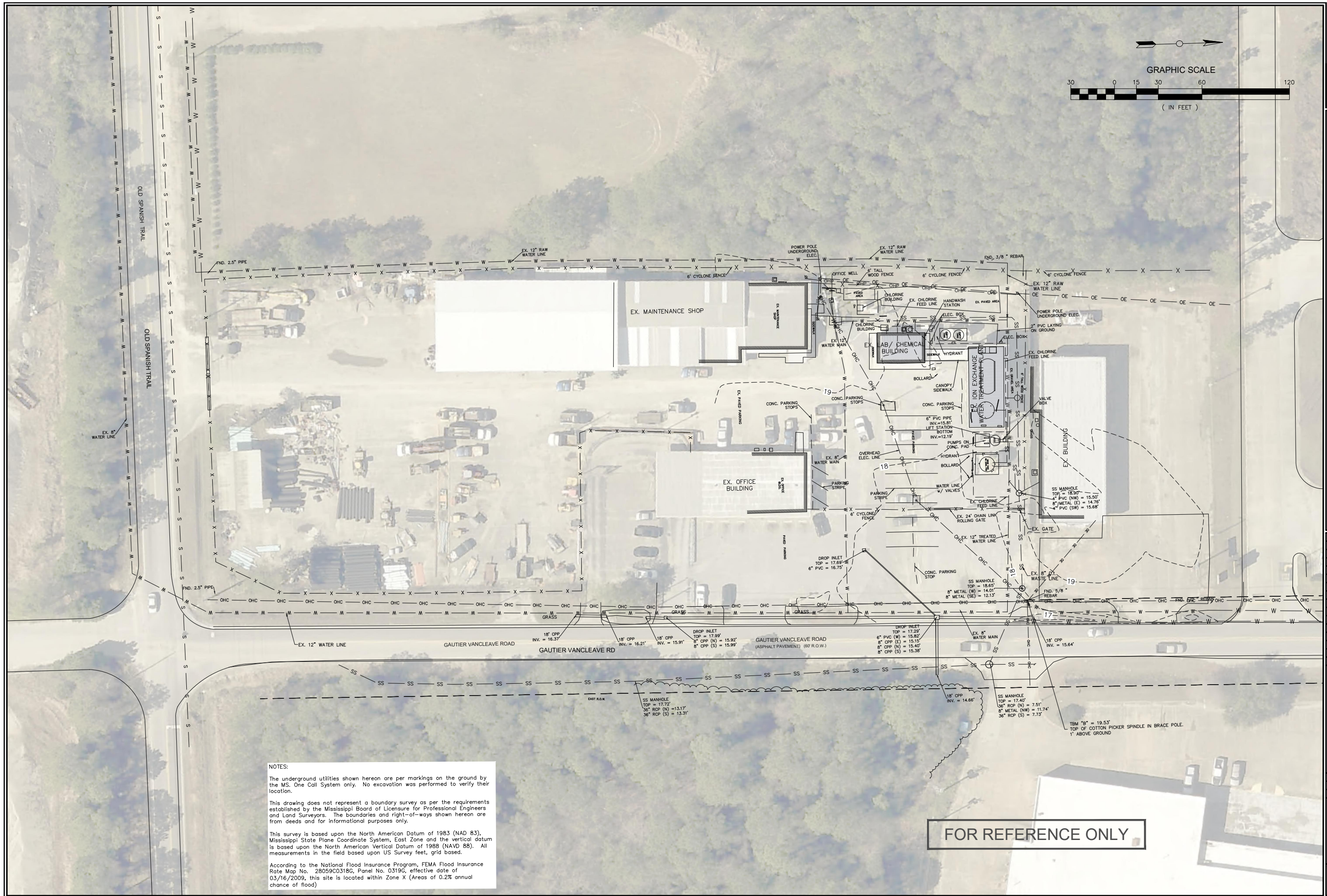
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DESIGNED BY:	BG / MC	DATE:	JUNE 2021
CHECKED BY:	BG	PROJECT:	0018019.002
DRAWING TITLE:			

EXISTING
CONDITIONS

SHEET NUMBER:

C1.1



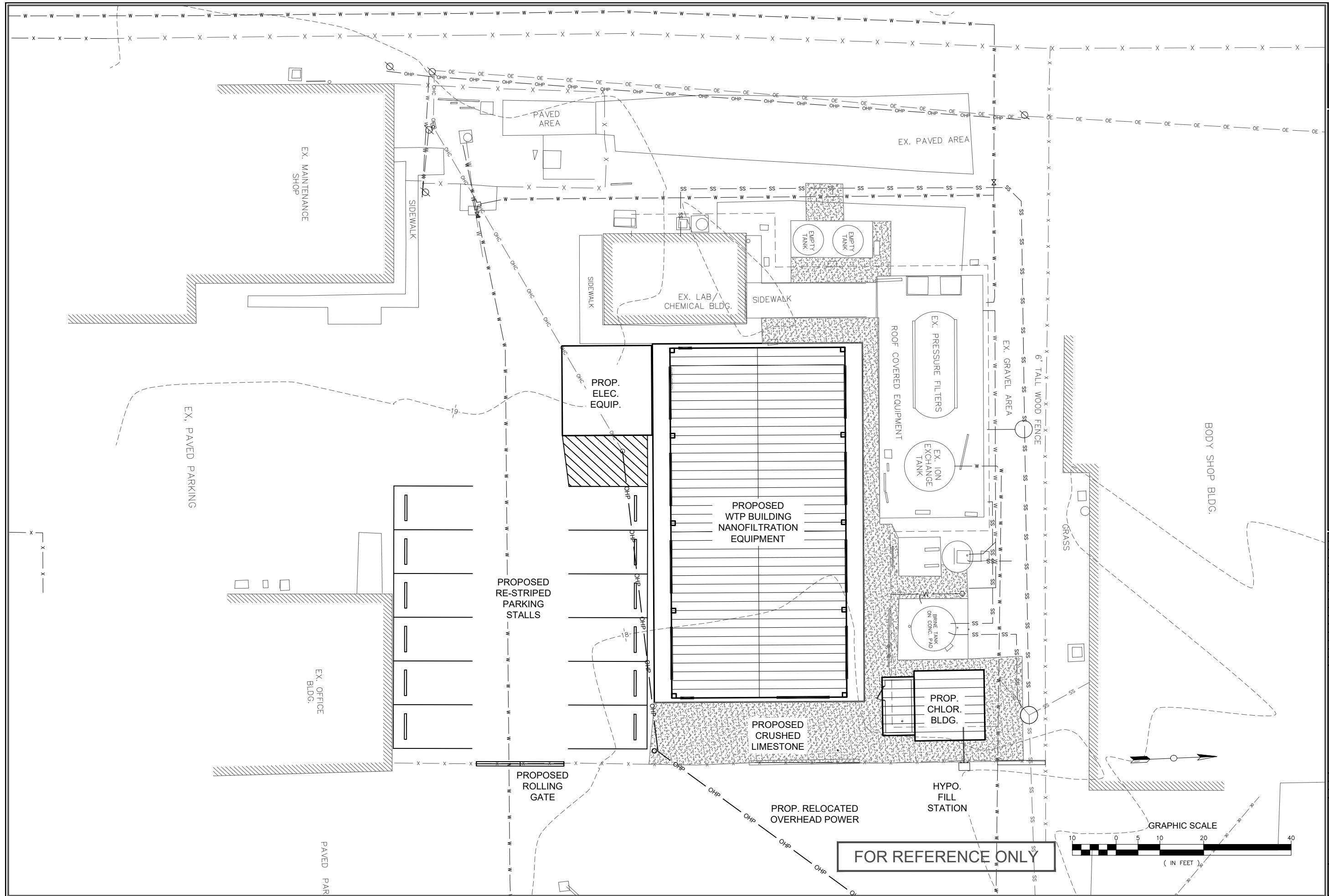
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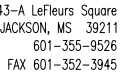
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DESIGNED BY:	BG / MC	DATE:	JUNE 2021
CHECKED BY:	BG	PROJECT:	0018019.002
DRAWING TITLE:			

OVERALL SITE LAYOUT

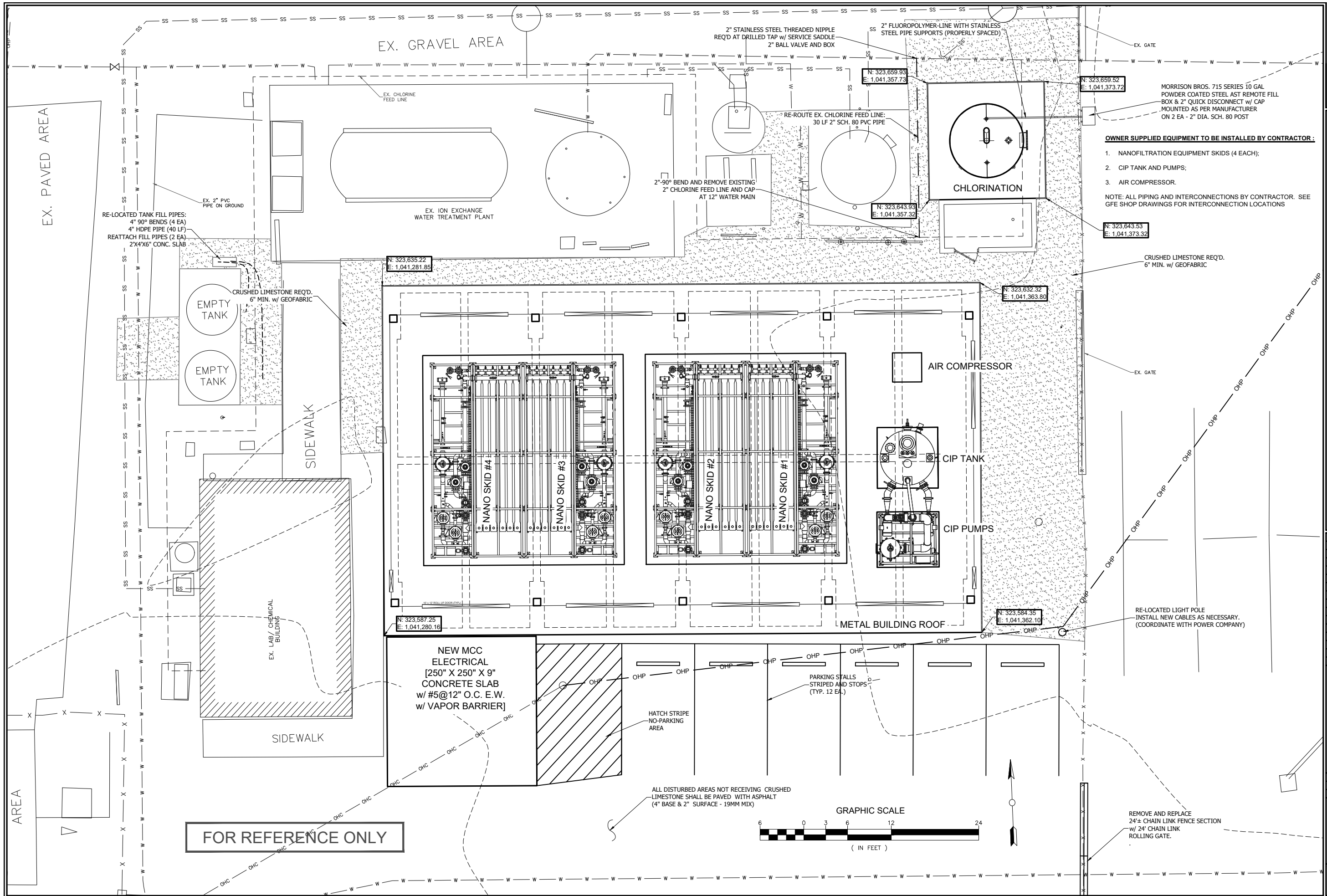
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PROPOSED SITE PLAN

C1.3



**CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet**

Council Meeting:
Title:

June 21, 2022
Authorization to prioritize and submit three (3) applications to the Mississippi Department of Marine Resources for FY2024 Tidelands Public Access funding.

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to prioritize and submit three (3) applications to the Mississippi Department of Marine Resources for FY2024 Tidelands Public Access funding.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, the Grants and Projects Department request authorization to prioritize and submit three (3) applications to the Mississippi Department of Marine Resources for FY2024 Tidelands Public Access funding; and

WHEREAS, the maximum request amount per project is \$250,000; and

WHEREAS, if more than one project is authorized by the City of Gautier for an application, priorities must be assigned to the funding requests; and

WHEREAS, the Grants and Projects Department has identified the following three potential projects for FY2024 Tidelands Public Access funding:

1. Continued improvements to the Mary Walker Bayou Parks Project (includes Town Commons Park and George Martin City Park)
2. Continued improvements to Shepard State Park amenities/infrastructure
3. Rehabbed boat launch, new finger pier and potential parking on Fairway Drive

WHEREAS, the Mayor and City Council find that the submission of three applications for FY2024 Tidelands Public Access funding is in the best interest of the City; and

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi to prioritize and submit 1.____, 2.____, and 3.____ to the Mississippi Department of Marine Resources for FY2024 Tidelands Public Access funding is hereby authorized and approved.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of June 21, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: May 31, 2022
Subject: FY2024 Mississippi Tidelands Trust Fund Applications

REQUEST:

The Grants and Projects Department requests City Council authorization to prioritize and submit three applications to the Mississippi Department of Marine Resources for FY2024 Tidelands Public Access funding.

BACKGROUND:

“The purpose of the fund is to ensure that monies derived from the public trust tidelands assessments shall be used for the benefit of preserving and protecting the tidelands and submerged lands found within the three (3) most southern counties of the state. Funds shall be disbursed by the commission for new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands.”

DISCUSSION:

The Grants and Projects Department has identified several potential projects for FY2024 Tidelands Public Access funding. The maximum request amount per project is \$250,000. If more than one project is authorized by the Gautier City Council for an application, priorities must be assigned to the funding requests (i.e., first priority, second priority, third priority). Potential projects include:

- 1) Continued improvements to the Mary Walker Bayou Parks Projects (includes Town Commons Park and George Martin City Park)
- 2) Continued improvements to Shepard State Park amenities/infrastructure
- 3) Rehabbed boat launch, new finger pier and potential parking on Fairway Drive

FY2024 applications are due Friday, July 1, 2022.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council prioritize (1. Mary Walker Bayou Parks Project 2. Shepard State Park Improvements 3. Fairway Drive Boat Launch Project) and authorize the submission of three applications to the Mississippi Department of Marine Resources for FY2024 Tidelands Public Access funding.

City Council may:

- 1) Prioritize and authorize submission of three applications to the Mississippi Department of Marine Resources for FY2024 Tidelands Public Access funding, as presented; or
- 2) Not authorize submission of three applications to the Mississippi Department of Marine Resources for FY2024 Tidelands Public Access funding, as presented.

ATTACHMENT(S):

None

**CITY OF GAUTIER
Business Agenda Item #9
Fact Sheet**

Council Meeting:

June 21, 2022

Title:

Approval of the Docket of Claims

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

Docket of Claims
Release date from 06/21/2022 thru 06/21/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MPI GO BOND S2019 CONSTRUCTION FUND	222549	06/21/2022	06/03/2022			145,386.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR DMR WIRE: FUND 304		05232022	05/23/2022			145,386.54
001	COG ENTERPRISE FUND	222550	06/21/2022	06/03/2022			22,466.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR DMR WIRE: FUND 361		05232022	05/23/2022			22,466.50
001	DELTA SANITATION OF MS LLC	222561	06/21/2022	06/06/2022			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001228634	05/31/2022			35.00
001	C SPIRE WIRELESS	222564	06/21/2022	06/06/2022			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIP CHGS		3000652433	06/01/2022			270.00
001	M & E FEED & SEED	222565	06/21/2022	06/06/2022			325.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5600	04/01/2022			43.99
	001-100-514	DOG FOOD		5607	04/12/2022			110.98
	001-100-514	DOG FOOD		5611	05/10/2022			125.98
	001-100-514	DOG FOOD		5614	05/19/2022			44.99
001	CENTERPOINT ENERGY	222566	06/21/2022	06/06/2022			91.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL STN: 4/25/22-5/23/22		11000885-1	05/31/2022			49.10
	001-161-630	SOUTH STN: 4/25/22-5/23/22		11000999-0	05/31/2022			42.71
001	SPARKLIGHT	222568	06/21/2022	06/06/2022			86.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JUN 2022: SR BLDG #120793682		05252022	06/01/2022			86.76
001	GOVERNMENT BRANDS SHARED SERVICES	222569	06/21/2022	06/06/2022			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JUN 2022 COURT SUPPORT		INV4302693	06/01/2022			1,495.00
001	TEC	222570	06/21/2022	06/06/2022			161.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		1049226	06/01/2022			161.79
001	SPARKLIGHT	222571	06/21/2022	06/06/2022			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUN 2022: #107571481		05252022	06/01/2022			149.20
001	O'REILLY AUTO PARTS	222572	06/21/2022	06/06/2022			1,246.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	EXT BAR SET: SHOP SUPPLIES		1978249094	05/11/2022			15.99
	001-100-638	CABIN FLTR(2),AIR/OIL FLTR:PD		1978249608	05/16/2022			66.76
	001-100-638	OIL (4): PD UNITS		1978249608	05/16/2022			70.96
	001-100-638	BRK PAD(2),BRK SENSOR(2):U #32		1978249609	05/16/2022			168.03

Docket of Claims
Release date from 06/21/2022 thru 06/21/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	222572	06/21/2022	06/06/2022			1,246.77	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	BRAKE PAD, SENSOR (RTN)	1978249634	05/16/2022			-90.70	
	001-100-638	ROTORS TURNED(2): U #32	1978249641	05/16/2022			50.00	
	001-170-639	MINI FUSE: WEED SPRAYER	1978249758	05/17/2022			4.99	
	001-100-570	SHUDDER FIX(2), SENSOR:07 CHRGR	1978249794	05/17/2022			56.35	
	001-170-639	VACUUM CONNECT, CLAMPS: SPRAYER	1978249833	05/18/2022			7.69	
	001-100-570	ABS SENSOR(2): COCHRAN CHRGR	1978249858	05/18/2022			68.74	
	001-170-559	SUPER GLUE: SHOP SUPPLIES	1978249934	05/19/2022			7.99	
	001-170-639	PLUGS(4): POLARIS RANGER	1978249948	05/19/2022			15.96	
	001-170-639	PLUGS(2): POLARIS RANGER	1978249949	05/19/2022			21.98	
	001-170-559	BRAKE CLEANER(12): SHOP	1978249949	05/19/2022			35.88	
	001-100-570	HTR HOSE(2), MANIFOLDS:U #16/62	1978250347	05/23/2022			100.13	
	001-100-570	DOOR LATCH, PCV VALVE: ACO	1978250349	05/23/2022			99.84	
	001-100-638	ZINC ADDITIVE(2): PD UNITS	1978250349	05/23/2022			39.98	
	001-100-570	HTR HOSE ASSY(3), THERMOSTAT(2)	1978250449	05/24/2022			162.30	
	001-170-559	OIL(15), HOSE: SHOP SUPPLIES	1978250464	05/24/2022			91.35	
	001-100-570	SOLENOID, PUMP: U #66	1978250494	05/24/2022			67.66	
	001-100-570	BLOWER MOTOR, RESISTOR: ACO	1978250494	05/24/2022			96.93	
	001-100-638	ANTIFREEZE(4): PD UNITS	1978250495	05/24/2022			87.96	
001	BELL AUTO PARTS INC	222574	06/21/2022	06/07/2022			2,366.02	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	EXMARK BLADES(8)	44509	05/05/2022			176.00	
	001-170-639	WHEEL HUB	59135	05/09/2022			98.85	
	001-170-639	WHEEL FOR EXMARK MOWER	59138	05/10/2022			259.25	
	001-170-639	MOWER BLADES(3)	59139	05/10/2022			54.00	
	001-170-639	FUEL FLTR, INNER/OUTER AIR FLT	59142	05/10/2022			49.09	
	001-170-639	BELT, MOWER BLADE(3): EXMARK	59146	05/11/2022			164.65	
	001-170-639	PTO CLUTCH: EXMARK MOWER	59148	05/12/2022			494.11	
	001-170-639	IDLER PULLEY(6), REACHER:EXMARK	59152	05/17/2022			266.50	
	001-205-639	MSTR CYLINDER, BATTERY(2)	59158	05/18/2022			516.50	
	001-170-639	OIL/AIR FILTERS(4): EXMARK MWR	59171	05/24/2022			53.00	
	001-170-639	12 VOLT PUMP: WEED SPRAYER	59172	05/24/2022			234.07	
001	AUTO TRUCK AND TRAILER PARTS INC	222580	06/21/2022	06/07/2022			1,136.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	AIR LINE HOSE, CLAMPS(2): E2	297250	05/02/2022			35.50	
	001-161-638	RADIATOR CAP, FUEL TRTMNT(2):E2	297268	05/03/2022			20.44	
	001-161-638	BRAKE AIR FILTER: E2	297349	05/05/2022			40.95	
	001-161-638	AIR DRYER ASSY: E2	297339	05/05/2022			185.00	
	001-161-638	OPEN/CLOSE PRESS SWITCHES: E2	297353	05/05/2022			24.88	
	001-170-559	SAND PAPER: SHOP SUPPLIES	297430	05/09/2022			5.78	
	001-161-638	AIR BRAKE CHAMBER: E4	297445	05/09/2022			33.40	
	001-100-638	WIPER BLADES(15), AIR FITTINGS	297462	05/10/2022			123.06	
	001-100-570	MANIFOLD SET: U #58	297463	05/10/2022			12.25	
	001-161-638	AIR BRAKE ADJUSTER: E4	297470	05/10/2022			78.82	
	001-170-559	AIR GAUGE: SHOP SUPPLIES	297553	05/12/2022			62.17	
	001-170-639	TRAILER HITCH SAFETY PINS(5)	297554	05/12/2022			3.50	
	001-100-570	EVAP SOLENOID : U #66	297292	05/13/2022			57.51	
	001-170-638	A/C FITTINGS/TOOL: GREEN F250	297291	05/13/2022			60.87	
	001-170-559	SHOP RAGS	297687	05/17/2022			25.50	
	001-161-638	WINDOW/DOOR HANDLES(4): E2/E4	297680	05/17/2022			191.80	

Docket of Claims
Release date from 06/21/2022 thru 06/21/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	222580	06/21/2022	06/07/2022			1,136.33	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	FAN BLADES(2): U #30		297679	05/17/2022			128.44
	001-170-639	PUSH BTN START SWITCH:JD GATOR		297853	05/24/2022			8.20
	001-205-570	TAIL LIGHT ASSY: CE F150		297864	05/25/2022			38.26
001	CINTAS CORPORATION NO 2	222609	06/21/2022	06/09/2022			346.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4118345673	05/04/2022			86.67
	001-205-535	MAINTENANCE		4119015390	05/11/2022			86.67
	001-205-535	MAINTENANCE		4119720626	05/18/2022			86.67
	001-205-535	MAINTENANCE		4120408203	05/25/2022			86.67
001	LOWES HOME CENTERS INC	222610	06/21/2022	06/09/2022			1,278.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	GRAFFITI REMOVER CITY PARK		902509	04/25/2022			74.96
	001-170-635	BTHRM SIGNS,TOILET SEAT		901380	04/26/2022			59.21
	001-170-634	SCREWS/SPINDLES: CITY PRK PIER		902688	04/27/2022			60.11
	001-170-559	SNAKE FOR SINK LINES		901761	04/27/2022			28.49
	001-170-559	WASP/HORNET TWIN PACK		902809	04/28/2022			6.64
	001-001-509	GATE LOCKS, DUNK TANK COVER		901268	04/29/2022			35.55
	001-161-559	RAGS, STORAGE CONTAINER: FD		902930	04/29/2022			16.59
	001-170-559	ALGAE REMVR,TIMER: SPLASH PAD		902821	05/04/2022			69.20
	001-170-559	KEYS(4),ANT POISON, CHAIN		901669	05/05/2022			100.74
	001-161-559	SURGE PROTECTOR: NFS		909930	05/06/2022			18.89
	001-170-559	RAT POISON		901848	05/06/2022			10.91
	001-170-559	POWER TOOL COMBO KIT		901678	05/09/2022			569.05
	001-170-635	DOOR CLOSER		958576	05/09/2022			66.49
	001-161-559	SOLID STEEL ROUND ROD		901738	05/09/2022			3.86
	001-170-635	BTHRM SIGNS,GORILLA TAPE:BACOT		901680	05/09/2022			29.11
	001-170-559	DRILL BITS, SAW BLADE		901041	05/10/2022			61.72
	001-161-559	STORAGE CONTAINERS(4): E5		902590	05/11/2022			37.92
	001-170-634	ELECT BOX COVER: BACOT		901044	05/13/2022			4.02
	001-161-635	DOOR KNOB, CEILING TILES		918333	05/15/2022			48.32
	001-170-634	PLEXI GLASS, ELECT BOX COVER		901833	05/16/2022			39.15
	001-170-559	TRUCK TOOL BOX		918647	05/17/2022			75.99
	001-170-634	PAINT TO COVER GRAFFITI		902271	05/17/2022			14.19
	001-161-559	WATER 24/CT (10)		902296	05/17/2022			52.00
	001-170-559	ELECT BX CVR, GRINDING WHEEL		902390	05/18/2022			25.56
	001-170-634	PAD LOCKS: BUDDY DAVIS		901493	05/22/2022			41.79
	001-161-559	DURACELL BATTERIES 8PK(3)		901596	05/23/2022			43.83
	001-161-639	MATERIAL AIR FILL STN: CFS		909628	05/24/2022			54.65
	001-000-104	RTN CR: FUND 171 HDY PLANK		901914	04/05/2022			-370.33
001	AIRGAS USA LLC	222613	06/21/2022	06/09/2022			281.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9988817914	05/31/2022			281.08
001	SPORTSCONDUCTOR LLC DBA JARVIS	222614	06/21/2022	06/09/2022			23.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	MAR 2022 BASEBALL:3		5466	04/01/2022			11.85
	001-170-502	MAR 2022 SOFTBALL:3		5466	04/01/2022			11.85

Docket of Claims
Release date from 06/21/2022 thru 06/21/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTS CONDUCTOR LLC DBA JARVIS	222615	06/21/2022	06/09/2022			19.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2022 FOOTBALL:3		5514	06/01/2022			11.85
	001-170-502	2022 CHEER:2		5514	06/01/2022			7.90
001	JACKSON COUNTY ADULT DETENTION CENTER	222616	06/21/2022	06/09/2022			10,325.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	MAY 2022 ADC CHGS		05312022	06/03/2022			10,325.00
001	ACE DATA STORAGE INC	222617	06/21/2022	06/09/2022			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAY 2022-SHREDDING SERVICE		84835	06/01/2022			105.00
001	RJ YOUNG COMPANY LLC	222618	06/21/2022	06/09/2022			180.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV4788985	05/19/2022			180.30
001	SINGING RIVER ELECTRIC COOPERATIVE	222619	06/21/2022	06/09/2022			333.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		05192022	05/26/2022			265.89
	001-170-631	BACOT SPLASHPAD 10751001		05192022	05/26/2022			25.71
	001-170-631	BACOT UPGRADES 113730001		05192022	05/26/2022			42.26
001	SINGING RIVER ELECTRIC COOPERATIVE	222620	06/21/2022	06/09/2022			192.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILLION 66582005		05182022	05/25/2022			164.47
	001-170-631	FITNESS TRAIL 109268001		05182022	05/25/2022			27.82
001	SINGING RIVER ELECTRIC COOPERATIVE	222621	06/21/2022	06/09/2022			729.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		05182022	05/25/2022			34.39
	001-201-633	DOLPHIN ST 94988002		05182022	05/25/2022			49.62
	001-201-633	DOLPHIN ST 94989002		05182022	05/25/2022			64.05
	001-201-633	DOLPHIN ST 94990002		05182022	05/25/2022			581.36
001	SINGING RIVER ELECTRIC COOPERATIVE	222622	06/21/2022	06/09/2022			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	BACOT 114484001		05192022	05/26/2022			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	222623	06/21/2022	06/09/2022			2,467.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		05182022	05/25/2022			1,730.89
	001-201-629	SIGNAL LIGHT 89113001		05182022	05/25/2022			58.09
	001-170-631	CITY PARK RESTRMS 89912001		05182022	05/25/2022			367.21
	001-201-633	STREET LIGHTS 90345002		05182022	05/25/2022			145.80
	001-092-631	RECORDS BLDG 90790001		05182022	05/25/2022			104.22
	001-170-631	FRAZIER RESTRMS 98546001		05182022	05/25/2022			61.44

Docket of Claims
Release date from 06/21/2022 thru 06/21/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	222628	06/21/2022	06/10/2022			4,932.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP62287759	06/06/2022			85.19	
	001-100-525	UNL FUEL	NP62287759	06/06/2022			3,598.57	
	001-161-525	UNL&DSL FUEL	NP62287759	06/06/2022			762.25	
	001-170-525	UNL FUEL	NP62287759	06/06/2022			486.63	
001	DELTA COMPUTER SYSTEMS INC	222632	06/21/2022	06/13/2022			570.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	JUL 2022 ACCT SOFTWARE MAINT	DHLMN06214	07/01/2022			390.00	
	001-092-698	JUL 2022 PRIV LIC SW MAINT	DHLMN06215	07/01/2022			160.00	
	001-092-698	JUL 2022 VOTER REG SW MAINT	HRMN009344	07/01/2022			20.00	
001	SPARKLIGHT	222633	06/21/2022	06/13/2022			62.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	JUN 2022 CABLE BOX: #118476316	06012022	06/08/2022			62.38	
001	SPARKLIGHT	222634	06/21/2022	06/13/2022			207.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	JUN 2022: #107718371	06012022	06/08/2022			207.26	
001	FUELMAN	222643	06/21/2022	06/14/2022			4,993.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP62330429	06/13/2022			276.53	
	001-100-525	UNL FUEL	NP62330429	06/13/2022			3,955.30	
	001-161-525	DSL FUEL	NP62330429	06/13/2022			449.17	
	001-170-525	UNL FUEL	NP62330429	06/13/2022			186.63	
	001-205-525	UNL FUEL	NP62330429	06/13/2022			125.55	
001	MS MUNICIPAL LEAGUE	222645	06/21/2022	06/14/2022			1,650.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-681	2022 CONFERENCE: ANDERSON	0773593141	02/04/2022			275.00	
	001-001-681	2022 CONFERENCE: COLLEDGE	0773593141	02/04/2022			275.00	
	001-001-681	2022 CONFERENCE: GOLLOTT	0773593141	02/04/2022			275.00	
	001-001-681	2022 CONFERENCE: VAUGHAN	0773593141	02/04/2022			275.00	
	001-001-681	2022 CONFERENCE: JACKSON	0773593520	05/18/2022			275.00	
	001-021-681	2022 CONFERENCE: YANCEY	0773593520	05/18/2022			275.00	
001	CREDIT CARD CENTER	222646	06/21/2022	06/14/2022			35.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	CREDIT CARD ANNUAL FEE	05272022	05/27/2022			35.00	
001	HANCOCK WHITNEY BANK	222647	06/21/2022	06/14/2022			11,784.59	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-810	LEASE 076626: PMT 3	229642	06/01/2022			11,784.59	
001	HANCOCK WHITNEY BANK	222648	06/21/2022	06/14/2022			13,415.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-815	LEASE 076627: PMT 3	229643	06/01/2022			13,415.10	

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001	C SPIRE WIRELESS	222649	06/21/2022	06/14/2022			1,164.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-605	COUNCIL PHONE	0030759348	05/31/2022			47.63	
	001-021-605	CITY MGE CELL PHONE	0030759348	05/31/2022			47.63	
	001-040-605	ADMIN CELL PHONES	0030759348	05/31/2022			81.00	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	05/31/2022			251.41	
	001-090-698	IPAD SERVICE (3)	0030759348	05/31/2022			102.99	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	05/31/2022			142.89	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	05/31/2022			142.89	
	001-170-605	RECREATION CELL PHONES	0030759348	05/31/2022			198.46	
	001-205-605	MAINT CELL PHONES	0030759348	05/31/2022			149.11	
001	CARDMEMBER SERVICES	222652	06/21/2022	06/14/2022			1,341.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	MACP ANNUAL CONF: BEVER	05102022	05/11/2022			350.00	
	001-100-681	MACP ANNUAL CONF: BOND	05102022	05/11/2022			350.00	
	001-100-682	IACP DUES: BEVER	05112022	05/12/2022			190.00	
	001-170-503	SUPPLIES: BASEBALL CLOSING	05182022	05/19/2022			155.35	
	001-100-559	ANNIVERSARY PINS: MYRICK	05202022	05/23/2022			36.73	
	001-161-559	FF SERVICE PINS: KILLEN	05202022	05/23/2022			21.94	
	001-161-559	RETIREMENT AWARD: KILLEN	05272022	05/31/2022			221.98	
	001-170-559	BACKGROUND CHECK: BROWN,T	05312022	06/01/2022			15.00	
001	GRAND VIEW SECURITY LLC	222657	06/21/2022	06/14/2022			2,478.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	4X4X10' ANTENNA STEEL POST	0518072609	06/08/2022			650.00	
	001-170-698	CONCRETE, SONOTUBE, REBAR, BOLTS	0518072609	06/08/2022			105.00	
	001-170-698	4MP EYEBALL IP CAMERA (2)	0518072609	06/08/2022			398.00	
	001-170-698	LABOR: INSTALL, REPR PIPE	0518072609	06/08/2022			1,200.00	
	001-170-698	CONDUIT	0518072609	06/08/2022			125.00	
001	MITCHELL SIGNS INC	222658	06/21/2022	06/14/2022			3,250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	INSTALL CONTROLLER: CH SIGN	SC4509	06/07/2022			3,250.00	
001	DEPT PUBLIC SAFETY	222662	06/21/2022	06/14/2022			60.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ANALYTICAL FEES	90119043	06/07/2022			60.00	
001	ECONOMY BOOTS SALES & SERVICE	222664	06/21/2022	06/15/2022			280.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	DUTY BOOTS: LORENZO	10776	12/17/2021			140.00	
	001-161-535	DUTY BOOTS: HEDMAN	10830	12/29/2021			140.00	
001	MID SOUTH UNIFORM & SUPPLY INC	222668	06/21/2022	06/15/2022			1,471.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	L/S SENTRY NAVY CLASS A	629210	06/01/2022	220356		52.50	
	001-100-535	FLEXRSKIN SHIRT NAVY (6)	629210	06/01/2022	220356		280.02	
	001-100-535	UNIFORM PANTS NO STRIPE (2)	629210	06/01/2022	220356		96.86	
	001-100-535	CONVERT TACTICAL PANTS (4)	629210	06/01/2022	220356		262.68	

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001	MID SOUTH UNIFORM & SUPPLY INC	222668	06/21/2022	06/15/2022			1,471.75	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	FLEXRS BASE SHIRT S/S(8)		629191	05/31/2022	220287		373.36
	001-100-535	CLASS B TACTICAL PANTS (3)		629191	05/31/2022	220287		197.01
	001-100-535	FLEXRSKIN BASE SHIRT L/S (4)		629467	06/09/2022	220356		209.32
001	SHERWIN-WILLIAMS COMPANY	222669	06/21/2022	06/15/2022			47.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	A100 LTX GL ULTRA: BUDDY DAVIS		1226-2	05/31/2022	220912		47.25
001	COASTAL PAINTING & GENERAL	222670	06/21/2022	06/15/2022			525.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	LABOR: REPL EXT DOOR-B DAVIS		2633	06/14/2022	220907		525.00
001	COOPER FAMILY MED CENTER	222671	06/21/2022	06/15/2022			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PHYS EXAM/EKG: DERBY, M		382	06/06/2022	220310		150.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	222677	06/21/2022	06/15/2022			1,594.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	SWINGLINE STAPLER		3508587874	05/25/2022	220909		6.80
	001-090-500	PACKING TAPE		3508587874	05/25/2022	220909		5.98
	001-090-500	PACKING TAPE DISPENSER		3508587874	05/25/2022	220909		16.13
	001-090-500	HANGING FILE FOLDERS 50/BOX		3508587874	05/25/2022	220909		16.18
	001-090-500	MANILA FILE FOLDER 100/BOX		3508587874	05/25/2022	220909		11.71
	001-205-559	ALL-IN-ONE PRINTER		3508587874	05/25/2022	220909		84.99
	001-022-500	GREEN 8.5X11 CLR PAPER		3509000406	05/28/2022	220918		10.55
	001-022-500	BLUE 8.5X11 CLR PAPER		3509000406	05/28/2022	220918		11.86
	001-040-500	8.5X11 COPY PAPER (10)		3509000406	05/28/2022	220918		419.90
	001-040-500	BROTHER TN-221BK TONER BLK		3509000406	05/28/2022	220918		77.90
	001-040-500	BROTHER TN-221M TONER MAG		3509000406	05/28/2022	220918		58.99
	001-040-500	BROTHER TN-221C TONER CYN		3509000406	05/28/2022	220918		58.99
	001-040-500	TAPE INVISIBLE 6/PK		3509000406	05/28/2022	220918		4.48
	001-040-500	3X3 STICKY NOTES 100/PAD		3509000406	05/28/2022	220918		3.35
	001-040-500	RUBBER BANDS 40/PK		3509000406	05/28/2022	220918		3.84
	001-040-500	HP 962XL 5PK INK 2B/C/M/Y		3509000406	05/28/2022	220918		186.89
	001-040-500	HP 962XL/962 4PK INK B/C/M/Y		3509000406	05/28/2022	220918		115.85
	001-040-500	LEXMARK 50F1H00 TONER (2)		3509000406	05/28/2022	220918		308.16
	001-040-500	STPLS ROAKEN DESK CHAIR (2)		3509000406	05/28/2022	220918		100.70
	001-022-500	2-DIV HR FOLDER 10/BX (2)		3509000406	05/28/2022	220918		85.32
	001-040-500	DAB'N SEAL 4/PK		3509000410	05/28/2022	220918		6.37
001	CUPIT SIGNS OF MISSISSIPPI INC	222679	06/21/2022	06/15/2022			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	3X5 FBALL/CHEER BANNER (3)		34479A	06/08/2022	220954		270.00
	001-170-502	REV FBALL CAMP BANNER (3)		34479A	06/08/2022	220954		30.00
001	MS ASSN CHIEFS OF POLICE	222682	06/21/2022	06/15/2022			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-682	MEMBERSHIP DUES: BEVER,D		052022-01	06/07/2022	220865		100.00

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001	HOME TOWN LUMBER & SUPPLY INC Account Number 001-170-635	222683	06/21/2022	06/15/2022			746.69	
	Description	COMM STEEL DOOR: BUDDY DAVIS		Invoice #	Date	P.O.	Amount	
				141510	06/06/2022	220898		746.69
001	THE GULF COMPANIES INC Account Number 001-201-559 001-201-559	222686	06/21/2022	06/15/2022			306.00	
	Description	33GAL HD CAN LINER CS/100 (10)		Invoice #	Date	P.O.	Amount	
		FUEL CHARGE		0943093	05/10/2022	220867		300.00
				0943093	05/10/2022	220867		6.00
001	AMAZON COM SALES INC Account Number 001-170-634 001-170-634 001-205-639	222687	06/21/2022	06/15/2022			57.55	
	Description	KEY (2): PANEL BOARD LOCK		Invoice #	Date	P.O.	Amount	
		SHIPPING		1JLLTWF14Q	05/25/2022	220896		27.90
		RECON 250 CARBURETOR: 4 WHLR		1JLLTWF14Q	05/25/2022	220896		4.66
				141R3JYL4T	06/07/2022	220960		24.99
001	RUSSOM'S GULF COAST INC Account Number 001-100-570	222688	06/21/2022	06/15/2022			33.99	
	Description	KEYS: HARLEY UNIT #M1		Invoice #	Date	P.O.	Amount	
				207734	06/03/2022	220955		33.99
001	JERRY LEE'S Account Number 001-170-559	222692	06/21/2022	06/15/2022			519.12	
	Description	CASE NIAGARA WATER (168)		Invoice #	Date	P.O.	Amount	
				8000020717	05/12/2022	220869		519.12
001	JONES & BARTLETT LEARNING LLC Account Number 001-161-575	222693	06/21/2022	06/16/2022			317.63	
	Description	FOFFICER: PRINC-PRACTICE (3)		Invoice #	Date	P.O.	Amount	
				24878844	01/04/2022			317.63
001	HUEY P STOCKSTILL LLC Account Number 001-201-576	222694	06/21/2022	06/16/2022			329.64	
	Description	ASPHALT: 4.02 TONS		Invoice #	Date	P.O.	Amount	
				47613	05/27/2022			329.64
FUND TOTAL	1 Claims to	Checks	55 Total	244,248.72	Manual	Held	Total	244,248.72

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130	GULF BREEZE CONSTRUCTION INC	222659	06/21/2022	06/14/2022			81,118.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 10.21%		5	06/09/2022			81,118.02
FUND TOTAL 130 Claims	to	Checks	1 Total	81,118.02	Manual	Held	Total	81,118.02

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171	LOWES HOME CENTERS INC	222226	06/21/2022	05/10/2022			168.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	KEYED ENTRY LEVER(2):BATHHOUSE	994490	03/25/2022			71.22	
	171-176-779	CEMENT TRIM(6): SSP BATHHOUSE	964594	04/08/2022			96.78	
171	ADVANCED LAND SERVICES LLC	222691	06/21/2022	06/15/2022			8,250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	SSP TRAIL CLEARING: (5 DAYS)	22-005	06/08/2022	220860		8,250.00	
FUND TOTAL 171 Claims	to	Checks	2 Total	8,418.00	Manual	Held	Total	8,418.00

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172	JACKSON-GEORGE REGIONAL LIBRARY	222548	06/21/2022	06/03/2022			3,444.83	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	172-350-650	LIBRARY SUPPORT	MAY 2022	05/23/2022				3,444.83
FUND TOTAL 172 Claims	to	Checks	1 Total	3,444.83	Manual	Held	Total	3,444.83

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176	BAY ICE COMPANY INC	222560	06/21/2022	06/06/2022			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	MAY 2022 BOX RENTAL		659905	05/31/2022			50.00
176	LOWES HOME CENTERS INC	222612	06/21/2022	06/09/2022			759.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	AA BATTERY 16PK:TRAIL CAMS (5)		901145	04/28/2022			78.75
	176-170-559	PADLOCK: SSP CABIN		901848	05/06/2022			8.06
	176-170-586	MAILBOX, TOILET SEAT		901252	05/10/2022			56.45
	176-170-586	GRASS SEED: SSP CABIN		901596	05/23/2022			33.24
	176-170-586	BIRDING PLATFORM MATERIALS		970844	05/24/2022			582.52
176	SINGING RIVER ELECTRIC COOPERATIVE	222624	06/21/2022	06/09/2022			2,630.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITES 76854002		05192022	05/26/2022			2,180.41
	176-170-631	HOUSE 76855002		05192022	05/26/2022			49.84
	176-170-631	SSP WELCOME CENTER 108928002		05192022	05/26/2022			375.50
	176-170-631	DUMP STATION 109931001		05192022	05/26/2022			25.10
176	FUELMAN	222629	06/21/2022	06/10/2022			64.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP62287759	06/06/2022			64.09
176	ADVANCED LAND SERVICES LLC	222640	06/21/2022	06/14/2022			3,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	TRAIL CLEARING: 2 DAYS		22-006	06/08/2022			3,300.00
176	C SPIRE WIRELESS	222650	06/21/2022	06/14/2022			51.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	05/31/2022			51.90
176	SHIELDS SEPTIC TANKS INC	222661	06/21/2022	06/14/2022			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	CLEAN-PUMP LIFT STNS (6)		25725	06/13/2022			600.00
176	AD2 INC	222666	06/21/2022	06/15/2022			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE		3877	06/15/2022			36.50
	176-170-699	SHOPPING CART		3877	06/15/2022			268.50
	176-170-699	WEB SITE MAINT 5/15/22-6/14/22		3877	06/15/2022			350.00
176	CUPIT SIGNS OF MISSISSIPPI INC	222680	06/21/2022	06/15/2022			143.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	WILD LIFE CROSSING SIGN (6)		34461A	05/31/2022	220916		143.94
176	SPORTABOUT	222685	06/21/2022	06/15/2022			262.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	SCREEN PRINT: SSP TEE (30)		9559	06/07/2022	220872		262.50

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176	MS MADE SOAP AND CANDLES LLC	222689	06/21/2022	06/15/2022			36.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	ROOM SPRAY: FRESH LINEN (3)	172	05/02/2022	220833		9.00	
	176-170-541	ROOM SPRAY: JAPANESE CB (3)	172	05/02/2022	220833		9.00	
	176-170-541	ROOM SPRAY: MAGNOLIA (3)	172	05/02/2022	220833		9.00	
	176-170-541	ROOM SPRAY: SWEET CTN (3)	172	05/02/2022	220833		9.00	
176	HANCOCK'S RV	222690	06/21/2022	06/15/2022			138.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-635	24X80 INTERIOR DOOR	13494	03/25/2022	220675		84.00	
	176-170-635	INT DOOR LOCK BRASS PLATE (4)	13494	03/25/2022	220675		51.20	
	176-170-635	BRASS HINGE (2): RANGER TRLR	13494	03/25/2022	220675		2.98	
FUND TOTAL 176 Claims	to	Checks	12 Total	8,691.48 Manual		Held	Total	8,691.48

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304	JE TALLEY CONSTRUCTION INC	222660	06/21/2022	06/14/2022			88,566.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-778	PH 1 SITEWORK		12	06/13/2022			88,566.12
FUND TOTAL 304 Claims	to	Checks	1 Total	88,566.12	Manual	Held	Total	88,566.12

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	222567	06/21/2022	06/06/2022			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JUNE 2022 OPERATION FEE		GAUTIER114	06/01/2022			170,690.75
400	O'REILLY AUTO PARTS	222573	06/21/2022	06/07/2022			523.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	BATTERY, OXY SENSOR(2):R1/R2		1978249309	05/13/2022			523.18
400	HENZE ENTERPRISES INC	222577	06/21/2022	06/07/2022			2,424.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	8CY DIRT: EBBTIDE/SEACREST		90284	03/29/2022			80.00
	400-651-585	8CY DIRT: EBBTIDE/SEACREST		90285	03/29/2022			80.00
	400-651-585	8CY DIRT: EBBTIDE/SEACREST		90286	03/29/2022			80.00
	400-651-585	RAP 4 TNS: CAMBRIDGE SQUARE		90295	04/11/2022			160.00
	400-651-585	RAP 5 TNS: VICTORIA		90296	04/14/2022			200.00
	400-651-585	8CY DIRT: BOULDER		90297	04/19/2022			80.00
	400-651-585	8CY DIRT: BOULDER		90298	04/19/2022			80.00
	400-651-585	8CY DIRT: BOULDER		90299	04/19/2022			80.00
	400-651-585	32CY DIRT: BOULDER		90300	04/19/2022			320.00
	400-651-585	8CY DIRT: COTITA		93007	05/04/2022			80.00
	400-651-585	RAP 8 TNS: TAMPICA		93008	05/12/2022			320.00
	400-651-585	4CY DIRT: TAMPICA		93010	05/13/2022			40.00
	400-651-585	4CY DIRT: TAMPICA		93011	05/13/2022			40.00
	400-651-585	4CY DIRT: TAMPICA		93012	05/13/2022			40.00
	400-651-585	4CY DIRT: WESTGATE PKWY		93009	05/18/2022			40.00
	400-651-585	RAP 4 TNS: WESTGATE PKWY		93013	05/18/2022			160.00
	400-651-585	RAP 8 TNS: FERRYPOINT		93014	05/19/2022			320.00
	400-651-585	RAP 4 TNS: VICTORIA		93015	05/26/2022			160.00
	400-651-585	4CY TOP SOIL: PAT DRIVE		93016	05/31/2022			64.00
400	HUEY P STOCKSTILL LLC	222578	06/21/2022	06/07/2022			833.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	ASPHALT: 2.14 TONS		47613	05/27/2022			175.48
	400-651-683	ASPHALT: 8.03 TONS		47811	06/02/2022			658.46
400	WASTE MANAGEMENT OF MS-GLF COAST INC	222579	06/21/2022	06/07/2022			2,533.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL OFF TIMBERLANE		0769601476	06/01/2022			2,533.21
400	LOWES HOME CENTERS INC	222611	06/21/2022	06/09/2022			738.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	QUIKRETE 80LBS (11)		902506	04/25/2022			63.61
	400-651-581	GATE SUPPLIES: WM PAYNE WW		901118	04/25/2022			91.80
	400-651-581	FENCE: WM PAYNE WW		901575	04/27/2022			118.78
	400-651-581	FENCE: WM PAYNE WW		901753	04/27/2022			215.91
	400-650-635	MATERIAL GENERATOR ROOF		901736	05/02/2022			36.78
	400-651-585	QUIKRETE 80LBS (8)		902719	05/03/2022			36.96
	400-651-585	MORTAR MIX 60LBS (10)		902779	05/04/2022			57.70
	400-651-584	PVC 2 WAY ADAPTOR: JACKSON LS		902985	05/05/2022			21.44
	400-651-585	CEMENT, QUIKRETE 80LBS(3)		901665	05/05/2022			27.52

Docket of Claims
Release date from 06/21/2022 thru 06/21/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWES HOME CENTERS INC	222611	06/21/2022	06/09/2022			738.62	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	WATER STOP CEMENT (2)		901321	05/18/2022			34.16
	400-651-585	QUIKRETE 50LBS (3)		901557	05/23/2022			10.56
	400-651-585	QUIKRETE 50LBS (5), MORTAR MIX		902179	05/24/2022			23.40
400	SINGING RIVER ELECTRIC COOPERATIVE	222625	06/21/2022	06/09/2022			342.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	G/V LFT STN 114260001		05192022	05/26/2022			288.07
	400-651-631	G/V LFT STN 114046001		05182022	05/25/2022			54.67
400	FUELMAN	222630	06/21/2022	06/10/2022			347.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62287759	06/06/2022			347.47
400	ANSER	222637	06/21/2022	06/13/2022			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 6/8/22-7/5/22		277-060822	06/08/2022			450.00
400	COGENT STRATEGIES LLC	222639	06/21/2022	06/14/2022			16,281.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 05/6/22-06/05/22		2646	05/10/2022			7,500.00
	400-650-601	REIMB TRAVEL EXPENSES		2646	05/10/2022			1,281.00
	400-650-601	PROF FEES: 06/6/22-07/05/22		2680	06/08/2022			7,500.00
400	FUELMAN	222644	06/21/2022	06/14/2022			221.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62330429	06/13/2022			221.42
400	C SPIRE WIRELESS	222651	06/21/2022	06/14/2022			46.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759248	05/31/2022			46.58
400	REGIONS BANK CORPORATE TRUST	222653	06/21/2022	06/14/2022			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	MDB 2013 BOND ANNUAL FEE		102169	05/12/2022			2,500.00
400	ARISTA INFORMATION SYSTEMS INC	222654	06/21/2022	06/14/2022			4,259.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAY 2022 PRINTING 2067001		0005457	05/31/2022			1,173.28
	400-650-698	MAY 2022 POSTAGE 2067001		0005457	05/31/2022			3,086.34
400	CARDMEMBER SERVICES	222655	06/21/2022	06/14/2022			38.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	DELL LAPTOP CASE & MOUSE PAD		05262022	05/27/2022			38.86
400	REYNOLDS WHOLESALE CO	222667	06/21/2022	06/15/2022			808.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-510	TISSUE 2 CASES		72083	05/31/2022	220911		93.50
	400-650-510	MULITFOLD BRN 2 CASES		72083	05/31/2022	220911		45.90
	400-650-510	ODO-BAN 4 GALL CASE		72083	05/31/2022	220911		51.96
	400-650-510	NABC CLEANER 4 GALLONS		72083	05/31/2022	220911		50.00
	400-650-510	PINE SOL 1 CASE		72083	05/31/2022	220911		35.85

Docket of Claims
Release date from 06/21/2022 thru 06/21/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	REYNOLDS WHOLESALE CO	222667	06/21/2022	06/15/2022			808.60	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-510	PURELL HAND SANITIZER	72083	05/31/2022	220911		71.40	
	400-650-510	WINDEX SPRAY 1/2 CASE	72083	05/31/2022	220911		21.16	
	400-650-510	POWDER FREE LATEX GLOVES	72083	05/31/2022	220911		109.50	
	400-650-510	38"X58" BLK CAN LINERS	72083	05/31/2022	220911		34.95	
	400-650-510	30"X36" WHITE CAN LINERS	72083	05/31/2022	220911		28.50	
	400-650-510	24"X33"WHITE CAN LINERS	72083	05/31/2022	220911		32.95	
	400-650-510	TIME MIST SPRAY 1/2 CASE	72083	05/31/2022	220911		35.70	
	400-650-510	LYSOL DISINFECT SPRAY	72083	05/31/2022	220911		83.88	
	400-650-510	BLEACH 6 GALLONS	72083	05/31/2022	220911		18.95	
	400-650-510	URINAL SCREEN FOR TOILET	72083	05/31/2022	220911		23.75	
	400-650-510	CLOROX WIPES (3)	72083	05/31/2022	220911		14.85	
	400-650-510	#349012VB PAPER TOWELS (2)	72164	06/08/2022	220964		55.80	
400	SOUTHERN PIPE & SUPPLY CO INC	222672	06/21/2022	06/15/2022			3,005.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	5-1/4 12" HYD EXTENSION (2)	6393990-00	05/27/2022	220539		700.00	
	400-651-581	5-1/4 18" HYD EXTENSION	6393990-00	05/27/2022	220539		402.00	
	400-651-581	3/4X1/16 RUBR MTR GASKET(1000)	6736213-00	05/27/2022	220905		230.00	
	400-651-583	4" PVS SWR FEMALE ADAPT (12)	6716228-00	05/27/2022	220906		68.16	
	400-651-583	4" SDR35 MPT THR PLUG (12)	6716228-00	05/27/2022	220906		44.88	
	400-651-583	4" 3034 PVC SEWER COUPLING(12)	6716228-00	05/27/2022	220906		36.36	
	400-651-583	QT PIPE GASKET LUBRICANT(12)	6677410-00	05/27/2022	220863		96.24	
	400-651-583	3 SCH 40 PVC SXS COUP (12)	6677410-00	05/27/2022	220863		82.92	
	400-651-581	2X1-1/2 BRS BUSHING LEAD (12)	6654298-00	06/02/2022	220862		207.12	
	400-651-581	1-1/2X1 BRS BUSHING LEAD (12)	6654298-00	06/02/2022	220862		22.30	
	400-651-581	1 THRD BALL VALVE (12)	6654298-00	06/02/2022	220862		317.16	
	400-651-581	3/4 CTS PJ X MTR SWVL NUT(12)	6654298-00	06/02/2022	220862		798.60	
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	222673	06/21/2022	06/15/2022			8,005.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	BC590 CAPACITOR (15)	45518	06/09/2022	220965		221.25	
	400-651-581	REPR MOTOR: OFFICE WELL	45441	04/26/2022	220668		2,962.00	
	400-651-581	REPR MOTOR: MALL WELL	45487	05/25/2022	220667		4,773.00	
	400-651-584	370V RND CAPACITOR(3):LS-33	45520	06/09/2022	220969		49.20	
400	CENTRAL PIPE SUPPLY-JACKSON	222674	06/21/2022	06/15/2022			664.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	#77 FLUSHG HYDRANT: GARDEN LN	S100297636	05/26/2022	220904		664.24	
400	COAST CHLORINATOR & PUMP CO INC	222675	06/21/2022	06/15/2022			3,664.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	DANGER CHLORINE GAS SIGN (8)	74312	06/08/2022	220868		208.00	
	400-651-581	10" STANDARD FRAME (8)	74369	06/14/2022	220834		680.00	
	400-651-581	10"X36" ORANGE WINDSOCK (8)	74369	06/14/2022	220834		576.00	
	400-651-581	GALV MAST/HARDWARE WINDSOCK(8)	74369	06/14/2022	220834		2,200.00	
400	BAY MOTOR WINDING INC	222676	06/21/2022	06/15/2022			2,410.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	COMP REWIND MOTOR: LS35	0121089	05/31/2022	220880		1,860.00	
	400-651-584	IMPELLER: GREYCLIFFE LS	0121089	05/31/2022	220880		550.00	

Docket of Claims
Release date from 06/21/2022 thru 06/21/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	222678	06/21/2022	06/15/2022			178.46	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	LEXMARK 51B1000	3508480676	05/24/2022	220895		92.55	
	400-650-500	COUNTER PEN (3)	3508480676	05/24/2022	220895		9.18	
	400-650-500	MED BINDER CLIP (2)	3508480676	05/24/2022	220895		6.68	
	400-650-500	RUBBERBANDS #19	3508480676	05/24/2022	220895		.63	
	400-650-500	LETTER OPENER (2)	3508480676	05/24/2022	220895		3.16	
	400-650-500	JUMBO PAPER CLIP 1000CT	3508480676	05/24/2022	220895		4.05	
	400-650-500	STAPLES 5000/BOX 5PK	3508480676	05/24/2022	220895		5.96	
	400-650-500	HIGHLIGHTER 24PK	3508480676	05/24/2022	220895		6.26	
	400-650-500	LEXMARK B221000	3508480677	05/24/2022	220895		49.99	
400	AMERICAN READY MIX LLC	222681	06/21/2022	06/15/2022			1,580.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-683	11CY 3000PSI CONCRETE W/FIBR	2067	06/07/2022	220891		1,540.00	
	400-651-683	FUEL	2067	06/07/2022	220891		40.00	
400	MARK CARTER	222684	06/21/2022	06/15/2022			3,200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-683	DRIVEWAY REPAIRS (6)	395751	06/06/2022	220886		3,200.00	
FUND TOTAL 400 Claims	to	Checks	24 Total	225,747.88	Manual	Held	Total	225,747.88

Docket of Claims
Release date from 06/21/2022 thru 06/21/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	222562	06/21/2022	06/06/2022			107,678.34	
			Description	Invoice #	Date	P.O.	Amount	
			MAY 2022 RES GARBAGE (6398)	0001228566	05/31/2022			107,678.34
FUND TOTAL 404 Claims	to	Checks	1 Total	107,678.34	Manual		Held	Total 107,678.34

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	55 Total	244,248.72 Manual	Held	Total	244,248.72
FUND 130 Claims	to	Checks	1 Total	81,118.02 Manual	Held	Total	81,118.02
FUND 171 Claims	to	Checks	2 Total	8,418.00 Manual	Held	Total	8,418.00
FUND 172 Claims	to	Checks	1 Total	3,444.83 Manual	Held	Total	3,444.83
FUND 176 Claims	to	Checks	12 Total	8,691.48 Manual	Held	Total	8,691.48
FUND 304 Claims	to	Checks	1 Total	88,566.12 Manual	Held	Total	88,566.12
FUND 400 Claims	to	Checks	24 Total	225,747.88 Manual	Held	Total	225,747.88
FUND 404 Claims	to	Checks	1 Total	107,678.34 Manual	Held	Total	107,678.34

Total for all Funds		Checks	97 Total	767,913.39 Manual	Held	Total	767,913.39

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:

June 21, 2022

Title:

**Approval of minutes from Regular Council Meeting
held June 7, 2022**

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of minutes from Regular Council Meeting held June 7, 2022.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held June 7, 2022 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

**CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet**

Council Meeting:

June 21, 2022

Title:

Receive May 2022 Privilege License Report

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive May 2022 Privilege License Report

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for May 2022 is hereby received.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

		City of Gautier		
		Business Registry		
		May-22		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
494	2023-05-0007740	Chuck Stevens Automotive	\$75.00	Current
483	2023-05-0007741	G.I. Museum	\$20.00	Current
1367	2023-05-0007746	Little Caesar's	\$60.00	Current
1433	2023-05-0007745	Cypress Point Outfitters	\$20.00	Current
479	2023-05-0007747	River Chase Village	\$150.00	Current
220	2023-05-0007748	Noble Realty	\$20.00	Current
1305		El Patron Mexican Grill		Closed Business
1074	2023-05-0007751	Circle K, Inc.	\$30.00	Current
502	2023-05-0007750	Sonic Drive Inn	\$30.00	Current
602	2023-05-0007749	Advanced America	\$20.00	Current
916	2023-05-0007752	Lokring Gulf Coast, LLC	\$62.50	Current
913	2023-05-0007753	Volunteers In Medicine	\$20.00	Current
1431	2023-05-0007754	J1 Beauty Supply	\$20.00	Current
1711	2023-05-0007756	Vannah's	\$20.00	Current
1765	2023-05-0007758	Robertson Accounting	\$20.00	New Business
1766	2023-05-0007759	Hard Water, LLC	\$20.00	New Business
504	2023-05-0007760	Eco-Tours	\$20.00	Current
591	2023-05-0007761	Cochran Pools, Inc.	\$20.00	Current
1148	2023-05-0007762	Redbox	\$45.00	Current
760	2023-05-0007763	Digital Enterprises	\$20.00	Current
841	2023-05-0007766	Trinity House	\$20.00	Current
1544	2023-04-0007765	DreamTree Enterprises, LLC	\$66.00	Delinquent
1549	2023-05-0007764	DreamTree Enterprises, LLC	\$30.00	Current
1699	2023-03-0007767	Hutto's Affordable Auto Glass	\$44.40	Delinquent
746	2023-05-0007768	Exotic Nails	\$20.00	Current
407	2023-04-0007769	Hallmark Wash-O-Rama	\$22.00	Delinquent
496	2023-05-0007770	Family Dollar #5212	\$97.50	Current
481	2023-05-0007771	Shell Landing Golf Club	\$75.00	Current
1548	2023-05-0007772	On Time Mechanics Auto Service	\$20.00	Current
979	2023-05-0007773	D & S Marine	\$20.00	Current
1713	2023-05-0007774	P.S. Essentially Yourz	\$20.00	Current
843	2023-05-0007775	All Washed Up	\$20.00	Current
1552	2023-05-0007776	Fresh Cutz	\$20.00	Current
1767	2023-05-0007777	TriStar Waste Management	\$20.00	New Business
1357	2023-03-0007778	Webster Electric Co., LLC	\$55.50	Delinquent
1547	2023-05-0007779	Bishop Insurance Agency	\$20.00	Current
1550	2023-05-0007780	Burrito Zone	\$45.00	Current
1429	2023-05-0007781	Big Dog Liquor Store	\$40.00	Current
379	2023-05-0007782	Bunny Bread	\$20.00	Current
1363	2023-04-0007783	Template Towing	\$22.00	Delinquent
777	2023-06-0007784	Larry's Pool & Handyman Service	\$20.00	Current
615	2023-06-0007785	G&S Construction	\$20.00	Current
1723	2023-06-0007786	Big G Auto Sales	\$20.00	Current
391	2023-04-0007787	James M. Braly	\$22.00	Delinquent
1720	2023-06-0007788	Everything Liquor	\$45.00	Current
1721	2023-06-0007789	Donna M. Lewis LCSW, PLLC	\$20.00	Current
501	2023-05-0007790	Larry Bell Quality Floor	\$20.00	Current
1315	2023-04-0007791	Edward Jones Investments	\$22.00	Delinquent
622	2023-06-0007792	Handy Lock, LLC	\$20.00	Current
618	2023-06-0007793	Handy Lock Self Storage	\$20.00	Current
601	2023-05-0007794	A&V Cleaning	\$20.00	Current
605	2023-06-0007795	Audio Wave	\$20.00	Current
1715	2023-06-0007796	Gautier Family Dental	\$20.00	Current
1560	2023-06-0007797	A and B Towing	\$20.00	Current
	TOTAL			
		New Business	2	
		Transient Vendor	0	
		Closed Business	1	
		Delinquent	7	
		Current	43	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

June 21, 2022
Receive April 2022 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive April 2022 Finance Reports.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for February 2022 is hereby received.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting June 21, 2022.

APR 2022 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,394,448.48
HB1 Modernization Act Funds	Depository Account	002-000-001	\$673,534.79
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$1,820,226.56
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$401,479.77
U S Justice Equitable Sharing	Depository Account	157-000-001	\$74,042.65
Fire Protection Fund	Depository Account	160-000-001	\$214,872.03
Tidelands Grant	Depository Account	171-000-001	\$7,951.49
Library Support Fund	Depository Account	172-000-001	\$5,278.95
Shepard State Park Fund	Depository Account	176-000-001	\$87,991.42
USDA NRCS EWP Program	Depository Account	300-000-001	(\$88,918.95)
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$196,852.11
Town Center Retail Dev Complex	Depository Account	309-000-001	(\$1,333.11)
Solid Waste Fund	Depository Account	404-000-001	\$109.83
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$9,788,319.45
General Depository Reconciled Cash Balance			\$9,788,319.45

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	(\$536,269.58)
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$44,933.00)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,275,957.68
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$2,742,317.62
Enterprise Reconciled Cash Balance			\$2,739,116.88

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,960,738.89
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$180,926.02
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,208.67
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$40,489.89
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$40,489.89
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$0.00
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,000,791.49
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,001,339.66
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,236,628.80
S2019 MPI GO Bond DS Fund	Restricted Fund	305-000-007	\$108,671.99
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$0.80
HB1730 Land Purchase Fund	Restricted Fund	309-000-004	\$0.00
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$4,883,182.59
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$166,126.20
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$254,455.39
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$903,377.05
Total Bond & Restricted Reconciled Cash Balances			\$13,500,427.33

**APR 2022
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2022	APR 2022	Balance	58.33% % to date
General Fund Revenues	11,270,179.00	7,870,382.57	3,399,796.43	69.8%
Expenditures:				
001 Legislative	273,705.00	141,504.19	132,200.81	51.6%
010 City Court	348,579.00	181,290.95	167,288.05	52.0%
021 City Manager	328,300.00	134,560.83	193,739.17	40.9%
022 Human Resources	79,170.00	44,359.55	34,810.45	56.0%
040 City Clerk	548,011.00	297,024.68	250,986.32	54.2%
060 City Attorney	180,000.00	90,223.06	89,776.94	50.1%
090 Economic Dev - Planning	516,191.00	290,484.48	225,706.52	56.2%
092 Building & General Expenses	672,200.00	437,406.54	234,793.46	65.0%
094 Grants & Project Admin	232,305.00	107,330.87	124,974.13	46.2%
100 Police	4,041,218.00	2,049,709.33	1,991,508.67	50.7%
161 Fire	2,758,895.00	1,568,744.88	1,190,150.12	56.8%
170 Recreation	868,286.00	405,955.01	462,330.99	46.7%
201 PW: Streets	445,000.00	157,356.78	287,643.22	35.3%
205 PW: Maintenance	334,074.00	152,266.07	181,807.93	45.5%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	809,552.00	348,767.00	460,785.00	43.0%
General Fund Expenditures	12,522,940.00	6,494,437.77	6,028,502.23	51.8%
<i>Total Operating Expenditures</i>	<i>11,211,405.00</i>	<i>5,938,792.19</i>	<i>5,272,612.81</i>	
<i>Total Capital Outlay Expenditures</i>	<i>286,446.00</i>	<i>73,764.28</i>	<i>212,681.72</i>	
<i>Total Debt Service</i>	<i>215,537.00</i>	<i>133,114.30</i>	<i>82,422.70</i>	
<i>Total Transfers Out</i>	<i>809,552.00</i>	<i>348,767.00</i>	<i>460,785.00</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,940.00</i>	<i>6,494,437.77</i>	<i>6,028,502.23</i>	
 <i>Personnel</i>	 8,458,913.00	 4,729,592.04	 3,729,320.96	
<i>Supplies</i>	663,712.00	252,753.26	410,958.74	
<i>Other Services</i>	2,088,780.00	956,446.89	1,132,333.11	
<i>Capital Outlay</i>	286,446.00	73,764.28	212,681.72	
<i>Debt Service</i>	215,537.00	133,114.30	82,422.70	
<i>Interfund Transfers for DS</i>	809,552.00	348,767.00	460,785.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	<i>12,522,940.00</i>	<i>6,494,437.77</i>	<i>6,028,502.23</i>	

**APR 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of APR 2022	Balance	58.33% % to date
002 HB1 Modernization Funds				
Revenues	645,000.00	423,043.13	221,956.87	65.5%
Expenditures	1,075,492.00	180,000.00	895,492.00	16.7%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	2,272,838.61	0.00	2,272,838.61	
Expenditures	4,545,677.23	452,612.06	4,093,065.17	9.9%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	2,983.43	1,200.00	1,783.43	40.2%
130 \$7M GO Bond - Capital Improvements				
Revenues	6,442,527.00	599,524.72	5,843,002.28	9.3%
Expenditures	8,496,100.68	690,120.32	7,805,980.36	8.1%
156 SE MS METRO TASK FORCE				
Revenues	0.00	0.00	0.00	
Expenditures	264,240.00	55,774.59	208,465.41	21.1%
157 US Justice Equitable Sharing				
Revenues	0.00	38,066.15	(38,066.15)	
Expenditures	41,995.93	6,019.43	35,976.50	14.3%
160 Fire Protection Fund				
Revenues	672,000.00	117,537.52	554,462.48	17.4%
Expenditures	654,097.30	0.00	654,097.30	
171 Combined Tidelands Grant				
Revenues	671,934.44	0.00	671,934.44	
Expenditures	701,934.44	22,048.51	679,885.93	3.1%
172 Library Support Fund				
Revenues	125,282.00	106,905.57	18,376.43	85.3%
Expenditures	125,282.00	104,744.09	20,537.91	83.6%
176 Shepard State Park				
Revenues	246,200.00	98,489.86	147,710.14	40.0%
Expenditures	276,511.00	90,582.14	185,928.86	32.7%
250 2018 W&S Bond Debt Service				
Revenues	288,796.00	168,153.80	120,642.20	58.2%
Expenditures	284,494.00	284,493.76	0.24	99.9%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,672.00	10,379.91	292.09	97.2%
Expenditures	646.00	0.00	646.00	

**APR 2022
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2022	As of APR 2022	Balance	58.33% % to date
252 2019 W&S Bond Debt Service				
Revenues	385,096.00	224,151.82	160,944.18	58.2%
Expenditures	378,707.00	298,600.00	80,107.00	78.8%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,782.00	10,500.75	281.25	97.3%
Expenditures	816.00	0.00	816.00	
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	57,715.44	0.00	57,715.44	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	481,570.32	363,147.43	118,422.89	75.4%
Expenditures	720,410.82	426,466.82	293,944.00	59.1%
304 Town Commons Park Project				
Revenues	2,235,860.98	3,259,306.29	(1,023,445.31)	145.7%
Expenditures	3,853,665.11	912,997.60	2,940,667.51	23.6%
305 S2019 MPI GO Bond Construction Fund				
Revenues	296,582.00	297,948.73	(1,366.73)	100.4%
Expenditures	363,571.38	238,591.63	124,979.75	65.6%
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	1,532,374.70	742,705.50	789,669.20	48.4%
309 Town Center Retail Dev Complex				
Revenues	3,820,600.00	7,020,242.24	(3,199,642.24)	183.7%
Expenditures	5,821,870.40	9,023,017.60	(3,201,147.20)	154.9%
352 2018 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	16,702.23	16,702.23	0.00	100.0%
353 Hwy 57 Utility Line Relocation				
Revenues	1,162.38	11,047.34	(9,884.96)	950.4%
Expenditures	1,162.38	11,047.34	(9,884.96)	950.4%
355 Water Supply & Treatment Plant				
Revenues	29,094.61	38,606.64	(9,512.03)	132.6%
Expenditures	5,248,705.81	367,391.45	4,881,314.36	6.9%
358 2019 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	5,230.00	5,154.97	75.03	98.5%

**APR 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of APR 2022	Balance	58.33% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	1,346,847.50	677,442.36	669,405.14	50.2%
Expenditures	1,446,885.25	1,143,067.39	303,817.86	79.0%
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,668,265.00	139,732.50	2,528,532.50	5.2%
Expenditures	2,654,565.00	126,305.76	2,528,259.24	4.7%
404 Solid Waste Fund				
Revenues	1,586,340.00	791,248.35	795,091.65	49.8%
Expenditures	1,592,850.00	879,216.29	713,633.71	55.1%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	40.00	26.73	13.27	66.8%
Expenditures	95.00	0.00	95.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	280.63	169.37	62.3%
Expenditures	827.00	0.00	827.00	

**APR 2022
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2022	APR 2022	Balance	58.33% % to date
Utility Fund Revenues	9,095,000.00	5,272,911.96	3,822,088.04	57.9%
Administration	3,115,028.00	1,780,639.92	1,334,388.08	57.1%
Water & Sewer O & M	3,784,423.00	1,952,218.28	1,832,204.72	51.5%
Debt Service	1,065,221.00	479,916.52	585,304.48	45.0%
Transfers	1,472,000.00	802,000.00	670,000.00	54.4%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	9,636,672.00	5,014,774.72	4,621,897.28	52.0%
<i>Total Operating Expenditures</i>	<i>6,699,451.00</i>	<i>3,708,197.79</i>	<i>2,991,253.21</i>	
<i>Total Capital Outlay Expenditures</i>	<i>200,000.00</i>	<i>24,660.41</i>	<i>175,339.59</i>	
<i>Total Debt Service</i>	<i>1,065,221.00</i>	<i>479,916.52</i>	<i>585,304.48</i>	
<i>Total Interfund Transfers</i>	<i>1,472,000.00</i>	<i>802,000.00</i>	<i>670,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>5,014,774.72</i>	<i>4,621,897.28</i>	
<i>Personnel</i>	<i>578,939.00</i>	<i>333,304.93</i>	<i>245,634.07</i>	
<i>Supplies</i>	<i>296,000.00</i>	<i>103,843.82</i>	<i>192,156.18</i>	
<i>Other Services</i>	<i>5,824,512.00</i>	<i>3,271,049.04</i>	<i>2,553,462.96</i>	
<i>Capital Outlay</i>	<i>200,000.00</i>	<i>24,660.41</i>	<i>175,339.59</i>	
<i>Debt Service</i>	<i>1,065,221.00</i>	<i>479,916.52</i>	<i>585,304.48</i>	
<i>Interfund Transfers</i>	<i>1,472,000.00</i>	<i>802,000.00</i>	<i>670,000.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>5,014,774.72</i>	<i>4,621,897.28</i>	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

June 21, 2022
Authorization to accept a donation of twelve (12)
basketballs from Phil Torjusen, Gautier Resident, for
City of Gautier's Bacot Park

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to accept a donation of twelve (12) basketballs from Phil Torjusen, Gautier Resident, for the City of Gautier's Bacot Park

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi the following:

ORDER NUMBER 000-2022

WHEREAS, the Parks and Recreation Department is seeking authorization to accept a donation of twelve (12) basketballs from Mr. Phil Torjusen, Gautier resident; and

WHEREAS, the donation of twelve (12) basketballs would be of great use for Bacot Park; and

WHEREAS, Mr. Phil Torjusen has offered to donate the twelve (12) basketballs at no cost to the City; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the donation of twelve (12) basketballs to the Parks and Recreation Department for Bacot Park is hereby approved and accepted.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

June 21, 2022
Approval of an agreement between the Reigning Champs Football, LLC and the City of Gautier to allow the Parks and Recreation Department to participate in the NFL Flag Football Program

Introduced by:
Contact Person/Telephone

Teresa L Montgomery

Summary Explanation: Approval of an agreement between the Reigning Champs Football, LLC and the City of Gautier to allow the Parks and Recreation Department to participate in the NFL Flag Football Program

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐

Second Made by:													
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier's Parks and Recreation Department requests the City of Gautier to enter into an Agreement with Reigning Champs Football, LLC; and

WHEREAS, Reigning Champs Football, LLC, operates and manages the Youth Flag Football Program known as, "NFL Flag Football"; and

WHEREAS, the City hereby finds the agreement between the Reigning Champs Football, LLC and the City of Gautier to allow the Parks and Recreation Department to participate in the NFL Flag Football is in the best interest of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the agreement between the Reigning Champs Football, LLC and the City of Gautier is hereby approved and adopted.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

LEAGUE REGISTRATION AGREEMENT

WHEREAS, Reigning Champs Football LLC (“RC”) has the right to operate and manage the youth flag football program known as “NFL FLAG Football” (the “Program”).

WHEREAS, League (as defined below) desires to obtain certain rights with respect to the Program, on the terms and subject to the conditions set forth herein.

By checking the box next to “Agree to terms and conditions of League Registration Agreement,” and as consideration for the license granted to League in accordance with Section 2 below, League hereby agrees to (i) timely pay the charges set forth in any payment form or invoice (whether in hard copy, electronic or other format) for the purchase of merchandise and equipment, including uniforms, flags, belts, balls and other items related to League’s participation in the Program (as defined below) (the “Payment Form”), (ii) comply with the other terms and conditions set forth in the Payment Form, and (iii) comply with all of the terms and conditions that are set forth below or otherwise referenced herein or in any section of NFLFLAG.com (all such terms and conditions, together with the Payment Form, this “Agreement”).

League. The “League” shall be the person or legal entity that is on record in RC’s database as the registered league organizer. If registered in the name of a legal entity, a contact person must be identified for the limited purpose of correspondence and contact. RC’s acceptance of payment for equipment, merchandise or other benefits or privileges related to League’s participation in the Program (collectively, “Program Privileges”) from any person or entity other than the League does not grant any rights to equipment, merchandise, FLAG Marks or other Program Privileges, any account access or any future account or credit rights, nor constitute an assignment or transfer thereof, to such person or entity.

1. License of FLAG Marks.

(a) Grant of License. Subject to the terms of this Agreement, RC hereby grants to League, and League hereby accepts, the limited, non-exclusive, non-transferable, non-sublicensable, non-franchiseable, license and right to use the FLAG Marks (as defined below) solely for the Permitted Uses (as defined below) during the Term (as defined below) in the Territory and the Outer Market Territory (each as defined below), in each case, in compliance with the Style Guide (as defined below); provided that use of the FLAG Marks in the Outer Market Territory shall be limited to such Permitted Uses that are impossible or impractical to limit to the Territory, such as television, radio, newspaper, and magazine advertisements. Any other use of FLAG Marks by League shall be subject to the prior written approval of RC and NFL Properties LLC (“NFLP”) in each instance. The parties acknowledge and agree that the rights granted hereunder (including the use of any FLAG Marks) shall be limited to the Territory and the Outer Market Territory (each as defined below) with the sole exception of the use of the Internet to promote the Program in the Territory, which is inherently worldwide. For the avoidance of doubt, League shall not be permitted to use the FLAG Marks in any Permitted Uses that are directly targeted to or physically located in the Outer Market Territory, such as placing yard signs, displaying flyers or banners in schools, community centers, or other locations, or displaying billboards in the Outer Market Territory or engage in targeted social media posts or advertisements directed at the Outer Market Territory.

“FLAG Marks” means the words “NFL FLAG” and the NFL FLAG logo. For the avoidance of doubt, although the National Football League (the “NFL”) shield logo is incorporated into the NFL FLAG logo, the NFL shield logo in isolation shall not be deemed a FLAG Mark and League shall have no right to use the NFL shield logo in isolation.

“Permitted Uses” means only the following uses: (i) on League’s website, and (ii) on League marketing and promotional materials, including flyers and emails, in which no other third party items are present (i.e.

no sponsor logos, other than RC's logo, are permitted on the same marketing piece that contains FLAG Marks).

"Style Guide" means any written style guide provided by NFLP or RC from time to time that sets forth certain styles, formats, characterization and artwork depicting the FLAG Marks (a copy of the Style Guide, a copy of which is accessible at [NFLFLAG.com] and is incorporated herein by reference).

"Outer Market Territory" means the Designated Market Area (as defined by the A.C. Nielsen Company) in which the Territory is located, subject to adjustment by RC in accordance with RC Rules.

"Territory" means the geographical area set forth on Exhibit A.

(b) League's Use of the FLAG Marks. League represents, warrants and agrees that its use of the FLAG Marks shall not be derogatory to, critical of, or otherwise reflect unfavorably on any Releasee (as defined below). League shall: (a) observe such requirements with respect to notice, use and other reasonable requirements as RC or any of the NFL Releasees (as defined below) may require from time to time, including the requirements set forth in the Style Guide; (b) not misuse any FLAG Marks, bring them into disrepute or otherwise use any FLAG Marks in any manner that is inconsistent with the specific terms of this Agreement; (c) not use the FLAG Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may subject any Releasee to liability; and (d) not register or apply to register any domain or social media accounts containing the FLAG Marks or any mark confusingly similar thereto without the written permission of RC. RC shall have the right, but not the obligation, to approve any use of the FLAG Marks before the League uses such FLAG Marks. RC shall have the right, in its sole and absolute discretion, to withdraw its approval with respect to any use of the FLAG Marks if such use (i) ceases to be acceptable to RC or NFLP, (ii) upon the happening of an event which might compromise or reflect unfavorably upon the good name, goodwill, reputation or image of any Releasee, or which might jeopardize or limit any Releasee's proprietary or other right, title or interest in or to any FLAG Mark or (iii) if required by NFLP or the NFL. If at any time RC withdraws its approval of a use as provided in the immediately preceding sentence, League shall immediately cease all such uses of the FLAG Marks and such use shall no longer be considered a Permitted Use hereunder. League shall be responsible for all costs incurred in connection with (x) any use by League of the FLAG Marks and (y) ceasing any such use.

(c) NFL/RC Ownership. League acknowledges and agrees that RC and NFLP exclusively own or are the exclusive licensee of the FLAG Marks and all copyrights, trademarks and service marks and other intellectual property rights in and to them. League further acknowledges and agrees that RC or NFLP (as applicable) shall own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) in and to the following materials (collectively, "Proprietary Materials"): (i) all artwork, art, images or photographs (A) produced or created under this Agreement or in connection with League's affiliation with the Program, or otherwise controlled by any Releasee, and (B) bearing any FLAG Marks or incorporating graphic depictions of the FLAG Marks, as well as duplicates and copies thereof ("Artwork"); (ii) all promotional materials depicting any FLAG Marks; (iii) all secondary marks or football-related promotional concepts developed for use and used in connection with any FLAG Marks ("Secondary Marks"); (iv) all derivative work (as defined in the U.S. Copyright Act, 17 U.S.C. § 105) of the FLAG Marks, Secondary Marks, promotional materials depicting any FLAG Marks or Artwork; (v) all materials that are created through combining other material described in clauses (i) through (iv) and (vi) of this Section 1(c); and (vi) any new content created by League that: (A) makes any use of the FLAG Marks or other branding owned or controlled by any Releasee, or (B) is confusingly similar to, or otherwise infringes upon, the FLAG Marks or any other name, brand or mark owned or controlled by any Releasee. League's use of the FLAG Marks pursuant to the license granted herein is for RC and NFLP's benefit and will inure to RC and NFLP, and League shall not acquire any rights in any of them by such use. For the avoidance of doubt, (1) RC or the NFL Releasees (as applicable) shall continue to own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) to the FLAG Marks and Proprietary Materials following termination or expiration of this

Agreement; and (2) League shall have no rights to use the FLAG Marks and Proprietary Materials following termination or expiration of this Agreement.

(d) No Alterations or Modifications of FLAG Marks. League shall not create or use new versions, adaptations or variations of any FLAG Marks either by alteration or by combining the FLAG Marks with other marks, words, or designs.

(e) No Challenges. League agrees that the FLAG Marks are valid and fully subsisting, and that League shall not (i) directly or indirectly, infringe the FLAG Marks or Proprietary Materials, (ii) contest or aid in contesting the validity or ownership and rights of RC or the NFL Releasees to the FLAG Marks or Proprietary Materials or take any other action in derogation of RC's or the NFL Releasees' rights in and to the FLAG Marks or Proprietary Materials, (iii) attack the validity of this Agreement or the license granted herein or (iv) apply for or seek to obtain trademark, copyright, or any other proprietary right or other protection or restriction in and to the FLAG Marks.

(f) Domains and Social Media Accounts. League may not register or apply to register any domain or social media account containing or including the FLAG Marks or any mark confusingly similar thereto without the written permission of RC. Should RC consent to the registration any domain including the Flag Marks, such domain shall be registered in the name of RC. League and RC shall cause a senior executive officer of League to remain the technical contact with respect to the domain name registrar for the domain. Upon registration of any domain or social media account or upon the request of RC, League shall provide to RC the password and contact information with respect to the domain and social media accounts. League shall immediately notify RC in writing upon any change to the password or contact information for any domain or social media account permitted to be registered under this Section. All such domains and social media accounts permitted to be registered under this Section shall be considered part of the FLAG Marks and shall be subject to all other terms of this Agreement applicable to such FLAG Marks, including, without limitation NFLP's exclusive ownership thereof. Without limiting RC's other rights or remedies, RC may disable League's access to any domain or social media account permitted to be registered under this Section for any or no reason and without notice to League.

(g) Unauthorized Use of the FLAG Marks. League agrees to promptly notify RC of any unauthorized use of the FLAG Marks of which League has knowledge. RC or NFLP shall have sole discretion to bring proceedings alleging infringement of the FLAG Marks or unfair competition relating thereto. League agrees to provide RC or NFLP reasonable cooperation and assistance with respect to any such infringement proceedings.

(h) No Use of Other Marks. League understands that League shall have no right to use any of the NFL Marks (as defined below) or any of the RC Marks (as defined below), other than the FLAG Marks as expressly permitted herein, for any purpose whatsoever without the prior written approval of the Releasees in each instance (such approval to be granted or withheld in the Releasees' sole discretion after a formal logo request process has been initiated by League). For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the NFL and its member clubs, including the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL shield design and the NFL Punt, Pass and Kick trademarks, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the NFL's member clubs, and any other indicia adopted for commercial purposes by the NFL or any of its member clubs. For the purposes of this Agreement, "RC Marks" means the names, logos, symbols, emblems, and designs of RC and its affiliates and any indicia adopted for commercial purposes by RC or any of its affiliates. League acknowledges and agrees that all right, title and interest in and to the NFL Marks and RC Marks belong to the NFL and RC, respectively. League agrees that the NFL Marks and RC Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary herein, League recognizes that irreparable injury would be caused by the unauthorized use of any of the NFL Marks or RC Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal

remedies. League recognizes that the great value and goodwill associated with the NFL Marks and RC Marks belongs to the NFL and RC respectively and that such marks have secondary meaning.

(i) Territory.

(i). League will have primary responsibility for the development of the Program in the Territory. During the Term of this Agreement, except as described on Exhibit A, RC may not establish or license another to establish a Program league within the Territory without League's prior written consent, so long as League: (A) is in full compliance the Standards and RC Rules, and (B) does not violate any of the other terms or covenants of this Agreement. Notwithstanding the foregoing, RC shall be permitted establish or license another to establish one or more Program league(s) within the Outer Market Territory in its sole and absolute discretion.

(ii). In consideration for the rights granted in the Territory, League shall use its best efforts to actively promote the Program in the Territory. League shall host all practices and all "home" games and official League events in the Territory and shall not be permitted to host League practices, "home" games or other official League events outside the Territory (including in the Outer Market Territory).

(iii). League does not acquire any rights to the Program or FLAG Marks to any location or territory, other than the Territory and the Outer Market Territory, subject to the limitations set forth in this Agreement. League expressly acknowledges and agrees that this license for the Marks is nonexclusive and that RC has and retains the right to own, acquire, establish and operate, and license others to establish and operate, Program leagues substantially similar to the League, whether under the FLAG Marks or other trademarks, anywhere outside the Territory, including in the Outer Market Territory.

2. Works and Rights.

(a) Works. League acknowledges and agrees that, as between the parties, RC exclusively and in perpetuity owns and controls any and all rights to video tape, broadcast, telecast, display, publish, reproduce, film, exhibit, distribute, photograph, exploit, record, print or otherwise make use of, and any and all rights to authorize others to do so, whether on behalf of RC or for their own account, any film, audio, depiction, audio visual, video, material, recording, document, image, record, statistic, data (of any kind, including biometric data), photo, sound or any other type of information or experience or content that is capable of being captured or recorded by any means arising from, related to or during any Program activity or event, any service performed by League pursuant to the terms herein or otherwise related to the Program, RC or any of RC's activities or business (collectively, the "Works") in any manner whatsoever, alone or in composite or conjunction with other materials, in any and all media, whether now known or hereafter devised (collectively, "Media"), in or by any manner, method or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, including for any and all commercial and non-commercial purposes, including for purposes of advertising and promoting RC or the Program.

(b) Name, Image, Likeness, Etc. League hereby grants, for itself on behalf of its players, coaches, parents and other participants (collectively, "Participants"), to RC and the other RC Releasees (as defined below) the exclusive, perpetual, royalty-free, irrevocable, fully-paid up, worldwide right and license to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform and make any other uses of League's or its Participants' image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material and other indicia and attributes of League and its Participants, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via or through any and all Media, in connection with, related to or for any purpose of: (i) any of the rights to the Works described in Section 2(a); (ii) any advertising, promotion, publicity, operation or exploitation of Releasees (as defined below),

Releasees or the Program and (iii) on [www.NFLFLAG.com] (the “Website”) in connection with any postings of team rosters, stories or otherwise.

(c) Rights. The rights described in the foregoing Sections 3(a) and 3(b) are collectively referred to herein as the “Rights”. League acknowledges and agrees that (i) the Rights granted to RC shall expressly survive any termination or expiration of this Agreement and (ii) that RC has the exclusive and unrestricted right in perpetuity, exercisable in its sole and absolute discretion, to: (x) sell, assign, exploit, lease, license, sublease, use or otherwise dispose of any and all of the Rights and the results of the exercise thereof, and to authorize, license and grant the right to exercise any of the Rights and to retain the proceeds therefrom, (y) do all things necessary for the full and complete use, exploitation and exercise of the Rights, including the right to promote and exploit all Rights granted hereunder, and the right to negotiate, enter into and perform any and all agreements relating to the Rights, and (z) receive and retain all subscription revenues, advertising revenues, merchandise and e-commerce revenues, sponsorship revenues, and all other revenues of all kinds whatsoever (regardless of source) related to RC, the Rights, the Program, or any services performed by League or its Participants pursuant to the terms herein (and, for clarity, League shall have no such right).

3. League Operational Obligations.

(a) Player Registration Agreement. League agrees that (i) each of its player participants (and each such participant’s parent or legal guardian, as applicable) shall execute and deliver to RC a Player Registration Agreement (in the form provided by RC) and League shall not allow any person that has not executed and delivered a Player Registration Agreement to participate in any Program or League activities or events and (ii) League shall obtain (through a written waiver) from each of its Participants (and each Participants’ parents, as applicable) any right not covered by the Player Registration Agreement as necessary for either party to perform its obligations or exercise the rights granted to it hereunder.

(b) Background Checks. League shall engage a reputable company with experience in youth sports to conduct background checks on all coaches and other on-field representatives of League and League shall not permit any such person to engage in any Program events or activities until League receives the results of such background check and confirms there are no issues. League shall have all reasonability for conducting, reviewing and addressing any issues in such background checks and obtaining any necessary authorization to conduct such background checks. League agrees that RC shall also have the right (but not the obligation) to perform background checks on League and its Participants.

(c) Compliance with Law; Safe Sport. League agrees that, at all times, League and its affiliates shall be (and shall conduct its business) in full compliance with all applicable federal, state and local laws, regulations, and ordinances, including the Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 and the Children’s Online Privacy Protection Act of 1998. League agrees that it shall at all times (i) foster a culture of respect and a positive and safe environment for all of its participants and athletes, (ii) provide its teams, coaches and any other personnel with best-in-class support, training and resources to promote respect, prevent abuse and encourage safe play and (iii) protect its participants and athletes from abuse, violence or any other misconduct with respect to all of League’s operations and services (which shall include background checks on all coaches or other on-field representatives in accordance with Section 3(b)). League agrees that it shall dedicate best-in-class resources and monitoring to ensure compliance with this Section 3(c).

(d) Scope of League Offerings. In the event that League offers only one program for a certain age group, such program must be co-educational in nature (i.e., girls and boys are permitted to play together on the same team).

(e) Ownership. League has disclosed in writing to RC all direct and indirect beneficial owners of the League who own more than ten (10) percent of the equity, voting, ownership, or other economic interest in the

League (each a “Major Owner”). For purposes of this Agreement, a “Change of Control” means (in each case, whether directly or indirectly and whether in a single transaction, a series of related transactions or as part of an overall plan) (i) the direct or indirect transfer, conveyance, or acquisition by any person of 10% or more of the League’s direct or indirect beneficial ownership of, or voting control (whether by contract, arrangement, relationship, or otherwise) or 10% or more of the capital stock or other equity interests of the League; (ii) the sale, exchange, or transfer of all or substantially all of the League’s assets; or (iii) the closing of a merger, consolidation, liquidation or reorganizational of the League into or with another company or other legal person.

(f) Compliance Certificate. League shall provide RC in writing with an executed copy of the annual certificate in the form provided by RC and attached hereto as Schedule 1, (y) certifying that League and its affiliates are in compliance with Sections 3(a), 3(b), 3(c), 3(d), 3(e), 4(a), and 4(b) and (z) setting forth a list of all Major Owners and their relative ownership interest, each year during the Term.

(g) League Highlights/Clips. League shall be required to provide video clips/highlights of League games and other activities in a form mutually agreed upon by the parties to RC upon the reasonable request of RC or upon a mutually agreed periodic schedule.

(h) Program Merchandise and Equipment. League hereby acknowledges and agrees that RC shall have the exclusive right to supply League’s (including the teams in the League) on-field, game-day uniforms. League shall require that every League player wear exclusively such Program official uniforms whenever on-field and participating in games. RC may offer for sale other items of Program equipment and merchandise including flag belts, balls, shorts, and other items. In order to protect the goodwill of the Program, League shall be prohibited from purchasing Program equipment from other leagues in the Program and re-selling any Program equipment or merchandise purchased from RC (including to other leagues in the Program), without RC’s prior written consent.

(i) NFL FLAG Championships. League shall have the option to send its League champion in each age group (or a runner-up in the event the League champion is unable to attend) to the NFL FLAG Championship tournament.

(j) Exclusivity. Throughout the Term, RC and the Program shall be the exclusive flag football partner with the League, which shall preclude the League from partnering, promoting, endorsing, or otherwise associating with any other flag football organizations which may be competitive with RC or the Program, as determined by RC in its reasonable discretion.

(k) Sponsorship Restrictions. League acknowledges and understands that certain sponsors of the Releasees have exclusive category rights (“Category Exclusivity”) and such rights may preclude League from engaging with certain companies in any way, including with respect to all signage, displays, on-field gear, jerseys (recreational or competitive), apparel, equipment and any other advertising inventory due to League’s relationship with the Releasees. League shall not engage in any way with a third party that potentially conflicts with any Category Exclusivity. Potential conflicts with any Category Exclusivity shall be determined by RC in its sole discretion.

(l) RC Rules. This Agreement and all rights granted hereunder are subject and subordinate to and limited by all applicable RC Rules (as defined below). In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any RC Rule, such RC Rule shall govern. League shall comply with all applicable RC Rules and shall not enter into any agreements in conflict with such applicable RC Rules. “RC Rules” shall mean collectively, (i) the “Program Rulebook” adopted by RC, available at NFLFLAG.com, (ii) the NFL FLAG Collaboration and Licensing Agreement, dated September 30, 2019, between NFLP and RC, (iv) each of the rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations and directives of RC related to the Program, and (v) any other agreements and arrangements to which

RC is (or after the date hereof may become) subject or by which RC or its assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended or modified from time to time.

(m) Standards. As the operator of the Program, RC shall have the right to establish “Standards” for various aspects of the Program, that include the quality and professionalism of League staff and coaches, the efficiency and performance of League systems and processes, League performance in terms of player participation, operational and financial efficiency, parent and participant feedback, compliance with the terms of this Agreement, including limiting League activities to the Territory and collection and retention of Player Registration Agreements, compliance with RC Rules, and general standing and reputation in the League’s local community.

4. Insurance.

(a) League shall at all times carry, from insurance companies licensed to do business in the states in which the League operates and with a minimum rating of “A-” or better (as determined by A.M. Best Company): (i) commercial general liability insurance with a minimum combined bodily injury and property damage limit of at least one million dollars (\$1,000,000) per occurrence and in the annual policy aggregate, and (ii) all-risk property insurance covering League-owned or rented property on a replacement cost basis. Such insurance policies shall (x) name the Releasees as additional insured, (y) be designated as primary and (z) provide that they may not be cancelled or materially changed without at least thirty (30) days prior written notice to RC. League shall provide RC with written notice of any decrease in the dollar amount of such policies. General conditions applying to all insurance coverage in this Section 4(a) are that (1) no policy shall contain a self-insured retention, (2) satisfaction of any and all deductibles shall be the sole responsibility of League, and (3) the coverage must include a waiver of subrogation in favor of the Releasees. All subcontractors of League shall be included as insured under League’s insurance policies or shall obtain separate insurance and provide certificates evidencing the same.

(b) Contemporaneously with the execution of this Agreement, League shall furnish to RC certificates of insurance evidencing compliance with this Section 4(b) and, for the avoidance of doubt, this Agreement shall not be effective until such certificates have been received by RC. RC may, in its sole discretion, offer League the opportunity to purchase insurance through RC’s insurance provider. For more information, please visit <https://nflflag.com/league-insurance>.

5. League Representations and Warranties. League represents and warrants to RC that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of League, (iii) this Agreement has been duly executed and delivered on behalf of League and is the valid and binding obligation of League enforceable against League in accordance with its terms, (iv) no litigation, claim or action is pending or, to League’s knowledge, threatened that could reasonably be expected to adversely affect League’s ability to fully perform its obligations hereunder, and (v) entering into and performance by League of this Agreement will not breach or violate the organizational documents of League or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which League is a party or by which its assets or properties are bound.

6. Term; Annual Review.

(a) Initial Term. The term of this Agreement will commence effective as of the date of this Agreement, and will expire on January 31 of the following year, unless earlier terminated or extended pursuant to this Agreement (the “Initial Term”). A “Contract Year” means, for the first year of this Agreement, from the effective date of this agreement through January 31 of the following calendar year. For all years thereafter, Contract Year means the period from February 1 through January 31 of the following calendar year.

(b) Renewal Term. Upon expiration of the Initial Term or a Renewal Term, the parties may mutually agree to renew this Agreement for an additional term of one (1) Contract Year (each a "Renewal Term", and together with the Initial term, the "Term"), provided that League satisfactory passes its Annual Review (in RC's sole and absolute discretion) pursuant to Section 6(c).

(c) Annual Review.

(i). On or prior to December 31 of each Contract Year, the League shall provide RC with the annual certificate as required under Section 3(f) of this Agreement.

(ii). After December 1 of each Contract Year, RC will conduct a review of the League to determine whether the League has maintained the Standards and otherwise sustained compliance with the terms and conditions of this Agreement and RC Rules over the applicable Initial Term or the Renewal Term (the "Annual Review"). RC retains the sole discretion as to whether League has satisfied the Standards. As part of the Annual Review, RC is permitted to revise or amend the Territory for any future Renewal Term (but not for the then-current Initial Term or Renewal Term).

7. Termination; Effect of Termination.

(a) Without limiting any other rights or remedies RC may have under this Agreement or otherwise, RC may terminate this Agreement by giving written notice to League at any time after any of the following shall occur (or, automatically in the case of Section 7(a)(vi)):

(i). League becomes involved in a business or industry, or undertakes any activity for which the RC Rules prohibit RC from having a relationship with League;

(ii). League is subject to a Change of Control, without RC's prior written consent (to be granted or withheld in RC's sole and absolute discretion);

(iii). any Releasor commits (or is accused of committing) any act or becomes involved in any situation or occurrence which (A) may reasonably be considered to be immoral, deceptive, scandalous or obscene, (B) brings any Releasee into public disrepute, contempt, scandal, or ridicule or (C) shocks, insults, offends or reflects unfavorably upon RC or any Releasee or otherwise would have an adverse impact on the name, image, reputation, goodwill, proprietary rights, or any other legitimate business rights of RC or any other Releasee;

(iv). either party's performance of its obligations hereunder would cause either party to be in violation of RC Rules or any rule or policy of any NFL Releasee;

(v). League breaches, in any material respect, any of its obligations under this Agreement; or

(vi). League has a receiver or similar party appointed for its property, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. In the event this Agreement is terminated pursuant to this Section 7(a)(vi), in addition to the provisions in Section (b)7(b), neither League nor its receivers, representatives, trustees, agents, administrators, successors or assigns shall have any right to sell, exploit or otherwise use the FLAG Marks without the prior written consent of RC and NFLP.

(b) Termination of this Agreement by RC as provided herein shall be without prejudice to any other rights or remedies which RC may have under this Agreement, at law, in equity or otherwise. In the event this Agreement is terminated, (i) all rights granted to League hereunder shall immediately revert to RC and NFLP (as

applicable), (ii) League shall immediately and permanently cease all use of the FLAG Marks and (iii) League shall not be entitled to any refund or any other consideration, regardless of whether termination occurs prior to, during or after any League or Program season.

8. **Data Sharing and Privacy.**

(a) **Definitions.** For purposes of this Section, the following terms shall be defined as follow:

(i). “**Applicable Privacy and Data Security Laws**” means all data privacy, data security and data protection, advertising and marketing laws, rules, and regulations of any applicable jurisdiction (including the U.S. and each state of the U.S.).

(ii). “**Data**” means all (i) data, to the extent collected by or on behalf of the League from individuals (including, without limitation, Participants) in connection with such individuals’ interactions with the League and the Program; (ii) the list of leagues and teams participating in the League and Program; (iii) all results, statistics and outcomes of the games and other events occurring in the Program; and (iv) any other information necessary for RC or NFLP to exercise its rights or perform its obligations under this Agreement. Data shall not include shall include (i) any credit or debit card account numbers or any other payment card data or related information; or (ii) any protected health information (“**PHI**”) as defined by the Health Insurance Portability and Accountability Act of 1996.

(b) League shall use commercially reasonable efforts to obtain from Participants and their parents or guardians, to the extent permitted by Applicable Privacy and Data Security Laws, the right of RC to (i) collect, use, and disclose Data relating to such Participants to the NFLP and its affiliates and (ii) permit the NFLP and its affiliates to collect, use and disclose such Data in accordance with the terms of this Section 8 (e.g., by using commercially reasonable efforts to include an appropriate provision in its privacy policies and/or any Participant agreements (collectively with the “**Governing Data Policies and Agreements**”) providing that each Participant agrees that its Data may be used by each of RC and NFLP and their affiliates in accordance with the terms of this Section 8) without any additional permissions or authorizations required from any such Participant (subject to Applicable Privacy and Data Security Laws and such Participant’s preferences (e.g., opt-outs and unsubscribes)). Notwithstanding anything to the contrary in this Agreement, RC shall comply with the provisions of this Agreement that relate to Data that RC is required to comply with (including the scope of rights with respect thereto that League obtains from the applicable Participant and all limitations and restrictions on the exploitation thereof) and its own **Governing Data Policies and Agreements**, including, without limitation, its Privacy Policy accessible at <https://nflflag.com/policy>.

(c) **Use & Advertising Restrictions.** Each party’s collection, use, and disclosure of Data shall comply with all Applicable Privacy and Data Security Laws and **Governing Data Policies and Agreements** and, with respect to the use of Data for marketing or promotional purposes, each party shall, to the extent commercially reasonable, also comply with applicable self-regulatory frameworks and industry standards that are relevant thereto.

(d) **Privacy Policies; Consents.** League shall develop, implement and maintain **Governing Data Policies and Agreements** consistent with Applicable Privacy and Data Security Laws and League’s obligations under this Agreement and League will use commercially reasonable efforts to structure such **Governing Data Policies and Agreements** to allow League to provide Data to RC in accordance with this Section 8 in a manner that permits the RC to use such Data for marketing purposes consistent with the terms of this Agreement. Without limiting the generality of the foregoing, League shall maintain reasonable administrative, technical and physical safeguards to protect such Data from unauthorized access, use or disclosure.

(e) **Process for Data Sharing.** On a quarterly basis or as otherwise requested by RC, League shall provide or direct its agents to provide RC with all available Data (solely to the extent League has obtained all

consents or rights from the applicable Participants necessary to do so) in a form mutually agreed upon by the parties. By providing any Data to RC, League represents, warrants, covenants and agrees that it has obtained written consent from each Participant and their parents or guardians to collect, use and disclose such Data with RC. Upon the reasonable request of RC, League shall furnish such written consents to RC.

(f) Data Sharing Restriction. Notwithstanding League's obligations in Section 8(e), League shall not provide any of the following data to RC: (i) credit or debit card account numbers or other payment card data and related information; (ii) personal information known or reasonably suspected by League to have been collected online from children under the age of 13 in violation of the Children's Online Privacy Protection Act; (iii) PHI; (iv) data from Participants from which League has not received written consent from such Participants and their parents or guardians to share with RC.

9. Release of Liability.

(a) League, on its own behalf, and on behalf of the other Releasors (as defined below), hereby (i) releases and forever discharges each of the Releasees (as defined below) from all Released Claims (as defined below) and (ii) agrees not to sue or bring any proceeding against any Releasee for any Released Claims, whether presently known or unknown and whether or not caused by the negligence of any of the Releasees.

(b) As used in this Agreement, (i) the term "Releasors" means each of League, its past, present and future affiliates, each of its Participants, and the past, present and future heirs, executors, administrators, trustees, beneficiaries, legal representatives, agents, attorneys, servants, insurers, employees, directors, officers, partners, principals, shareholders, members, managers, investors, predecessors, successors and assigns of any such person or entity, (ii) the term "NFL Releasees" means NFLP, the NFL, and each of their respective past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iii) the term "RC Releasees" means RC, and its past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iv) the term "Releasees" means the NFL Releasees and the RC Releasees, collectively, and (v) the term "Released Claims" means any actions, causes of action, suits, debts, losses, costs, controversies, damages, judgments, claims, liens, agreements, contracts and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, arising out of, attributable to, in connection with, or in any way relating to, this Agreement, or League's or any of its Participant's participation in the Program (including actions for property damage, personal injury or wrongful death).

League hereby expressly waives all rights under Section 1542 of the California Civil Code, and under any and all similar laws of any jurisdiction. League is aware that said Section 1542 of the California Civil Code provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(c) League expressly acknowledges, for itself and on behalf of each of the other Releasors, that (i) the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of this Agreement, (ii) this Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected Released Claims, if any, to the same effect as those terms and provisions relating to any other Released Claims hereinabove described,

and (iii) that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the Released Claims. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with the Released Claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

10. **Indemnification.**

(a) League shall at all times indemnify, defend and hold harmless each of the Releasees from and against any and all actions, causes of action, suits, debts, obligations, losses, damages, amounts paid in settlement, liabilities, costs and expenses whatsoever, including reasonable attorneys' fees (collectively, "Losses"), whether arising out of a claim involving a third party or between the parties, resulting to, imposed upon, asserted against or incurred by any of the Releasees in connection with, arising out of or relating to (i) any breach of any representation, warranty, term, condition or covenant of this Agreement by any Releasor, (ii) the League's and its Participants participation in the Program (including in connection with any medical treatment offered or given to League's participants), (iii) the League's use of the Website, (iv) any infringing or unauthorized use, or allegation of such use, of the FLAG Marks, NFL Marks or RC Marks by any Releasor, (v) the ownership and operation of the League and its football or other programs, including the acts or omissions of any Participant, employee, coach, volunteer or other person associated therewith, (vi) any negligent act or omission or the willful misconduct, of any Releasor or (vii) any use, collection, disclosure, disposal, administration, transfer, processing, storage, licensing, transmission or other exploitation of any Data, whether by any Releasor, a third party vendor or any other person or entity.

(b) The applicable Releasee shall have the right to control and direct the investigation, defense, and settlement of any third-party claim, action, or proceeding for which such Releasee is entitled to indemnification pursuant to Section 9(a) (each, a "Third-Party Claim"), at League's expense. League will, if requested by the applicable Releasee, provide reasonable assistance to the applicable Releasee, at League's sole expense, in defense of any such Third- Party Claim.

11. **Limitation of Liability.**

WITHOUT LIMITING SECTIONS 8, 9 AND 10, THE RELEASEES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES FROM (I) ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT (INCLUDING LEAGUE'S AND ITS PARTICIPANTS PARTICIPATION IN THE PROGRAM) OR ANY OTHER TRANSACTION, RELATIONSHIP, ACT, OMISSION OR EVENT ARISING OR OCCURRING IN CONNECTION THEREWITH (INCLUDING ANY BODILY AND PERSONAL INJURIES, DEATH, DISABILITY OR DAMAGE TO PERSONAL PROPERTY (AND THE CONSEQUENCES THEREOF) RESULTING FROM THE LEAGUE'S AND ITS PARTICIPANTS' PARTICIPATION IN THE PROGRAM OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM) AND (II) THE USE OR THE INABILITY TO USE THE WEBSITE, ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTER INTO THROUGH THE WEBSITE, OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES.

LEAGUE EXPRESSLY AGREES THAT PARTICIPATION IN THE PROGRAM AND USE OF THE WEBSITE IS AT THE LEAGUE'S SOLE RISK. THE PROGRAM AND THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE RELEASEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

The RC Releasees make no warranty that the Website's services will be uninterrupted, secure or error free. The RC Releasees do not guarantee the accuracy or completeness of any information in, or provided in connection with, the Website. The RC Releasees are not responsible for any errors or omissions, or for the results obtained from the use of such information. League understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Website is at League's own discretion and risk and that League will be solely responsible for any damage to League's computer system or loss of data that results from the download of such material and/or data.

12. **Miscellaneous.**

(a) **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in the State of New York, without regard to principles of conflicts of law or choice of law of any jurisdiction that would cause the application of the law of another jurisdiction. In the event of any dispute arising out of this Agreement or the termination of this Agreement, League consents to the exclusive jurisdiction and venue in the state or federal courts in the Borough of Manhattan, in New York, New York and agrees that any such action must be brought in state or federal courts in in the Borough of Manhattan, in New York, New York.

(b) **Equitable Relief.** League acknowledges that the rights granted by RC under this Agreement possess a special, unique and extraordinary character that makes difficult the assessment of monetary damage that would be sustained by RC as a result of any actual or threatened breach by League of any of the provisions of this Agreement. Accordingly, in the event of any such actual or threatened breach by League of any of the provisions of this Agreement, RC, in addition to such other contractual, legal and equitable rights and remedies that may be available to RC, shall have the right to take such steps as are necessary to prevent any such actual or threatened breach, including petitioning a court of competent jurisdiction for a temporary restraining order, a preliminary or permanent injunction or a decree for specific performance, in each case without being required to prove actual damages or furnish a bond or other security. The rights of RC under this Section 11(b) shall survive the termination or expiration of this Agreement.

(c) **WAIVER OF TRIAL BY JURY.** TO THE EXTENT PERMITTED BY LAW, LEAGUE IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER.

(d) **Cumulative Remedies; Waiver.** Except as otherwise and specifically contemplated by this Agreement, all rights and remedies of RC shall be cumulative and none shall exclude any other right or remedy at law or equity and said rights or remedies may be exercised and enforced concurrently. No waiver by RC of any covenant or condition of this Agreement shall constitute a waiver by RC of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement.

(e) **Effect of Agreement; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and to their respective permitted successors and assigns. League may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement (whether voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner) to any other person or entity without the prior written consent of RC. Any purported assignment or delegation in violation of this Section 11(e) shall be null and void.

(f) **Relationship of the Parties.** The relationship of RC and League under this Agreement is that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, joint venture, agency, partnership, franchisor-franchisee, or any other

relationship other than that of independent contractors. League acknowledges and agrees that it is engaged in a separate and independent business and shall not state, represent or imply any interest in or control over the business of RC.

(g) Severability. If any provision of this Agreement is deemed invalid or unenforceable pursuant to any statute, regulation or rule of law, the remaining provisions of this Agreement will remain valid and enforceable.

(h) Third Party Beneficiaries. League agrees that the NFL Releasees are third party beneficiaries of any section that refers to the NFL or the NFL Releasees. Other than as provided for in the previous sentence and for the rights of the Releasees under Section 9, nothing in this Agreement is intended or shall be construed to confer on any other person other than the parties any rights or benefits under this Agreement.

(i) Further Assurances. League shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as RC shall reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(j) Construction. Whenever used in this Agreement, (i) the terms “include,” “includes,” and “including,” mean “include(s), but are not limited to,” and “including, but not limited to,” respectively and are to be construed as inclusive, not exclusive; (ii) the term “or” shall have the inclusive meaning identified with the phrase “or,” and (iii) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof.

(k) No Construction Against Drafting Party. League has had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

(l) Survival. The following provisions shall survive any termination or expiration of this Agreement: Sections 2, 5, 6-12 and the last sentence of Section 1(c).

13. Authority to Register and/or Act as Agent.

The individual signing or accepting this Agreement on behalf of League (“League Representative”) represents and warrants to the Releasees that League Representative has full legal authority to complete and submit this League Registration Agreement via the Website on behalf of the League. League Representative represents and warrants that League Representative has been duly authorized to act as agent on behalf of the League in performing such registration. By proceeding with such registration, League Representative agrees that the terms of this League Registration Agreement shall apply equally to League Representative and to League.

BY INDICATING ACCEPTANCE OF LEAGUE REGISTRATION AGREEMENT, LEAGUE REPRESENTATIVE IS AFFIRMING, FOR HIMSELF OR HERSELF AND ON BEHALF OF LEAGUE, THAT LEAGUE REPRESENTATIVE HAS READ AND UNDERSTANDS THIS LEAGUE REGISTRATION AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. LEAGUE REPRESENTATIVE UNDERSTANDS THAT THE LEAGUE AND LEAGUE REPRESENTATIVE ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. LEAGUE REPRESENTATIVE ACKNOWLEDGES THAT LEAGUE REPRESENTATIVE IS SIGNING THIS LEAGUE REGISTRATION AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY LEAGUE REPRESENTATIVE’S ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**[LEAGUE ENTITY NAME]
COMPLIANCE CERTIFICATE**

_____, 20__

This certificate ("Certificate") is being delivered pursuant to Section 3(f) of that certain League Registration Agreement, dated as of _____ (the "Registration Agreement"), by and between Reigning Champs Football LLC ("RC") and [League Entity Name] (the "League"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Registration Agreement. The undersigned, on behalf of the League, in his or her capacity as an officer and not in any individual capacity, hereby certifies that:

1. The League has performed or complied with Section 3(a), 3(b), 3(c), 3(d), 3(e), 4(a) and 4(b) of the Registration Agreement.
2. The League has performed or complied in all material respects with all other agreements and covenants contained in Registration Agreement to be performed or complied with by the League.
3. The League has disclosed all Major Owners, including the relevant name and current ownership percentage. As of the date hereof, the following are Major Owners of the League:

Major Owner	Relevant Ownership Interest

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the League as of the date and year first written above.

[LEAGUE ENTITY NAME]

By: _____

Name:

Title:

Exhibit A

Territory: The following zip codes constitute the Territory:

[ADD ZIP CODES]

Notwithstanding Section 1(i) to the contrary, RC shall be permitted to stablish or license another to establish one or more Program league(s) within the Territory in its sole and absolute discretion to the following entities or organizations:

General Exceptions: Certain national, regional or local non-profit or religious organizations or local government or quasi-governmental entities with a community focus or that primarily service a particular segment of the community listed at [www.NFLFLAG.com/territories], including the following:

- Local or state parks & recreations department
- The Boys and Girls Clubs of America or their affiliates
- YMCA or their affiliates
- Police or law enforcement athletic Leagues
- Church or other religiously affiliated leagues
- Jewish Community Centers (JCCs)
- School affiliated leagues

Grandfathered Exceptions: [ADD LEAGUES]

9971213.8

Signature

Date

Signature

Date

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:

June 21, 2022

Title:

Approval to renew the Professional Services Agreement with Seymour Engineering for General Services

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval to renew the Professional Services Agreement with Seymour Engineering for General Services

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other/Discussion	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, Seymour Engineering has been performing professional services to the City under an expiring agreement;

WHEREAS, the services furnished by Seymour Engineering include viewing small jobs and making recommendations as to how they can be resolved by public works, which includes drainage, ditches, culverts, and water and sewer issues; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby find that entering the attached professional services agreement with Seymour Engineering for a new term is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a professional services agreement with Seymour Engineering for professional services through June 30, 2023.

IT IS FURTHER ORDERED that this work will operate through the engineering budget Mayor and Council approved on such small items.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF GAUTIER AND
SEYMOUR ENGINEERING, PLLC**

The AGREEMENT made this ____ day of _____, 2022, by City of Gautier, hereinafter referred to as the OWNER, and Seymour Engineering, PLLC, hereinafter referred to as ENGINEER, WITNESSETH, that the parties hereto mutually agree as follows:

WHEREAS the OWNER selected ENGINEER as the City Engineer to furnish miscellaneous studies, field investigations, reports, reviews, design, construction phase and other assigned responsibilities to support the OWNER in the municipal operation of the City, hereinafter referred to as PROFESSIONAL Services; and

WHEREAS, the OWNER and the ENGINEER have agreed upon the scope of services to be provided by the ENGINEER under the terms set forth in this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

PURPOSE

The purpose of this AGREEMENT is to establish the ENGINEER's scope of services and payment provisions for the PROFESSIONAL SERVICES.

ARTICLE I - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall perform the work under this AGREEMENT in accordance with the following:

ARTICLE II - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall have sole responsibility for and furnish all necessary labor, direct and indirect cost to perform and complete the PROFESSIONAL SERVICES which may be requested by the OWNER.

ARTICLE III - PERIOD OF SERVICES

1. The period of services shall be thru June 30, 2023.

ARTICLE IV - COMPENSATION

1. As consideration for providing the services enumerated in the AGREEMENT, the OWNER shall pay the ENGINEER at the Standard Hourly Rates (including reimbursable) as shown in Exhibit A attached to this AGREEMENT.
2. The ENGINEER shall submit invoices to the OWNER once per month during the progress of the work. Such invoices shall be reviewed and approved by the OWNER for reimbursement. Payment will be made to the ENGINEER within 30 days following receipt of the invoice.

ARTICLE V - LEGAL RELATIONS

1. The ENGINEER shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this AGREEMENT.
2. The ENGINEER shall maintain throughout the Period of Services defined in Article III of this AGREEMENT the following coverage.

2.1 Professional errors and omissions coverage with a limit of \$1,000,000.00 per occurrence.

2.2 Workmen's Compensation and Employer's Liability Insurance and any other insurance coverage as may be required by law in the State of Mississippi.

2.3 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the OWNER against claims for injuries to members of the public and/or damage to property of others arising from ENGINEER's use of motor vehicles or any other equipment and shall cover operation with respect to operations under this AGREEMENT. The limits of liability shall not be less than the following:

Bodily Injury	\$500,000.00 each person \$500,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence

2.4 Comprehensive General Liability:

This insurance shall be written in comprehensive form including OWNERS' protective products and operations insurance and shall protect the OWNER against claims arising out of any act, or omission to act, of the ENGINEER or any of its agents, employees or subcontractors.

The limits of liability shall not be less than the following:

Bodily and Personal Injury	\$300,000.00 each person \$1,000,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence \$500,000.00 aggregate

2.5 The insurance coverage specified above shall constitute minimum requirements.

3. Insurance furnished in compliance with the above must be with an insurance company either authorized to do business in the State of Mississippi or said policy shall be registered and delivered in accordance with the insurance laws of the State of Mississippi.
4. ENGINEER agrees to indemnify owner for any and all claims, damages, legal fees and expenses incurred arising out of or caused by any acts or omissions of ENGINEERS, its agents and employees under the AGREEMENT.
5. ENGINEER shall be construed to be an independent consultant.

ARTICLE VI - CHANGES, AMENDMENTS

1. This AGREEMENT may be amended as mutually deemed necessary by the ENGINEER and the OWNER; such amendments shall be made a part of the AGREEMENT.
2. Nothing in this AGREEMENT shall preclude the ENGINEER and the OWNER from clarifying, adding to, or reducing the scope of the AGREEMENT.

ARTICLE VII - MISCELLANEOUS

All work under this AGREEMENT shall be performed in accordance with generally accepted professional standards and shall be subject to inspection and acceptance of the OWNER. The ENGINEER shall be responsible for the technical adequacy of his work.

This AGREEMENT (consisting of Pages 1 to 4 inclusive) together with the Exhibits identified herein the entire AGREEMENT between the OWNER and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

ACCEPTED FOR OWNER:
CITY OF GAUTIER

ACCEPTED FOR ENGINEER:
SEYMOUR ENGINEERING, PLLC

PAULA YANCEY, CITY MANAGER

MARK M. SEYMOUR, JR., PRESIDENT

ATTEST

ATTEST

EXHIBIT A
SEYMOUR ENGINEERING
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$175.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$150.00/HOUR
ENGINEER (P.E.).....	\$140.00/HOUR
PROJECT MANAGER.....	\$125.00/HOUR
ENGINEER (E.I.T.).....	\$100.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$95.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$85.00/HOUR
TECHNICIAN/INSPECTOR.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$75.00/HOUR
DRAFTSMAN (CADD).....	\$65.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$50.00/HOUR
CLERICAL.....	\$40.00/HOUR
SURVEY TECHNICIAN (P.L.S.)	\$85.00/HOUR
PARTY CHIEF.....	\$70.00/HOUR
SURVEY ASSISTANT.....	\$60.00/HOUR
SURVEY CREW (TWO-MAN).....	\$125.00/HOUR
SURVEY CREW (THREE-MAN).....	\$145.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$145.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$150.00/HOUR

REIMBURSABLE

Travel, lodging, shipping and reproduction costs shall be reimbursable expenses billed to the project.

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

June 21, 2022
Authorization to accept monetary donations for the City of Gautier's Cruisin' through the Decades Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept the following monetary donations for the City of Gautier's Cruisin' through the Decades Event to be held October 2, 2022 starting at 4:00 P.M.: Seymour Engineering - \$2,500 Gold Sponsor; Waggoner Engineering - \$1,000, Silver Sponsor; Foster's Air & Heating - \$500, Bronze Sponsor; Jerry Lee's Grocery - \$300, Patron Sponsor

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi the following:

ORDER NUMBER 000-2022

WHEREAS, the 26rd Annual Cruisin' the Coast will be held October 2, 2022 through October 9, 2022 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event; and

WHEREAS, the Mayor and Council Members have determined that acceptance of the attached donations is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donations from Seymour Engineering (\$2,500), Waggoner Engineering (\$1,000), Foster's Air & Heating (\$500), and Jerry Lee's Grocery (\$300) for the City of Gautier's Cruisin' through the Decades Event to be held October 2, 2022 starting at 4:00 P.M. is hereby approved.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 21, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 06/14/2022
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donation for the City of Gautier's Cruisin' Through the Decades Event held on October 2, 2022.

BACKGROUND:

The 26th Annual Cruisin' the Coast will be held Oct. 2 – 9, 2022 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 2, 2022 starting at 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1. Silver Sponsor - \$1,000- Waggoner Engineering
2. Gold Sponsor - \$2,500- Seymour Engineering
3. Bronze Sponsor-\$500- Foster's Air & Heating
4. Patron Sponsor-\$300- Jerry Lee's Grocery

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donation for the Cruisin Through the Decades Event.

The City Council may:

1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:

1. Sponsorship Checks 6.21.22

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

SEYMOUR ENGINEERING, PLLC

925 TOMMY MUNRO DRIVE
SUITE G
BILLOXI, MS 39532
(228) 385-2350

BancorpSouth Bank
BILLOXI, MS 39530
85-127/842

6/8/2022

9166

PAY TO THE
ORDER OF CITY OF GAUTIER

\$**2,500.00

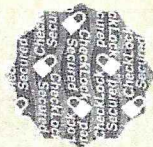
Two Thousand Five Hundred and 00/100*****

DOLLARS

A PROTECTED AGAINST FRAUD



CITY OF GAUTIER
ATTENTION: CHASSITY BILBO
3330 HIGHWAY 90
GAUTIER, MS 39553



Chassity Bilbo



MP

MEMO
CRUISIN THE COAST GOLD SPONSORSHIP

SEYMOUR ENGINEERING, PLLC

CITY OF GAUTIER

Date Type Reference
5/31/2022 Bill

Original Amt.
2,500.00

Balance Due
2,500.00

6/8/2022

Discount

Check Amount

Payment
2,500.00
2,500.00

9166

BCS OPER #7747 08 CRUISIN THE COAST GOLD SPONSORSHIP

2,500.00

WAGGONER ENGINEERING, INC.

PO Box 12227

Jackson, Mississippi 39236-2227

(601) 355-9526

Regions Bank
85-543/653

CHECK DATE

072697

June 7, 2022

Regions Bank
123
DEBIT CARD

PAY One Thousand and 00/100 Dollars

AMOUNT

TO City of Gautier

3330 Highway 90
Gautier, MS 39553

1,000.00

AUTHORIZED SIGNATURE

Emad Al-Tajer

MP

WAGGONER ENGINEERING, INC. PO Box 12227 • Jackson, Mississippi 39236-2227 • (601) 355-9526

EMVAT BUSINESS FORMS 600 3912016 DELTEX-VISION

072697

Check Date: 6/7/2022

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
06.07.22-silver spon	6/7/2022	0052551	1,000.00			1,000.00
City of Gautier		TOTAL	1,000.00			1,000.00
Regions - Accounts Payable	2	GAUTIER				

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

127910

FOSTER'S AIR CONDITIONING AND HEATING, INC.

P.O. BOX 606
GAUTIER, MISSISSIPPI 39553
PHONE: 228/497-2285

HANCOCK WHITNEY BANK
PASCAGOULA, MISSISSIPPI

85-368/655

5/30/2022

PAY TO THE
ORDER OF

CITY OF GAUTIER

\$ **500.00

Five Hundred and 00/100 *****

DOLLARS

CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P O BOX 670
GAUTIER, MS 39553

FOSTER'S AIR CONDITIONING AND HEATING, INC.

MEMO

Crusin the Coast 2022



Steven Daughdrine

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. A RED IMAGE DISAPPEARS WITH HEAT.

FOSTER'S AIR CONDITIONING AND HEATING, INC.
GAUTIER, MISSISSIPPI 39553
CITY OF GAUTIER

5/30/2022

127910

166.67
166.67
166.66

Security Features Included.



Details on back.

JERRY LEE'S GROCERY NO. 1
HOME OF PRIME MEATS
1417 HWY 90
GAUTIER MS 39553

16208
85-136/653

PAY TO THE
ORDER OF

City of Gardi

DATE 06/10/22

\$300.00

\$ 300.00
DOLLARS

Security features
included.
Details on back.

M&M
MEMPHIS BANK

We're hometown people that you know!
1-866-223-9512 | MemMBank.com

MEMO

Donor (Cousin the Coast)

Matthew
Shawder House

MP

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

June 21, 2022
Approval of a contract addendum with Mississippi Department of Marine Resources to extend the grant deadline for the Shepard State Park kayak and boat launch

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Approval of a contract addendum with Mississippi Department of Marine Resources for the Shepard State Park kayak and boat launch project to extend the grant deadline an additional twelve (12) months from June 30, 2022 to June 30, 2023

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier has previously entered a contract with the Mississippi Department of Marine Resources for the Shepard State Park kayak and boat launch project; and

WHEREAS, the Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service's sport fish grant on behalf of the City of Gautier for the Shepard State Park kayak and boat launch project;

WHEREAS, the City has been awarded \$72,440 in federal funds, with a \$25,000 match, which will come from Tidelands funding (FY2019), bringing the total amount for this project to \$97,440; and

WHEREAS, this project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the new marshwalk; and

WHEREAS, because this project was delayed during the permitting phase, this contract addendum would extend the time allowed for the construction phase from June 30, 2022 to June 30, 2023; and

WHEREAS, this extension would provide time for Heflin Engineering and Cypress Environmental to complete permitting and construct the much-needed restoration to the boat launch, as well as the additions of the kayak launches; and

WHEREAS, the City Council hereby finds that the approval of the contract addendum is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract addendum with the Mississippi Department of Marine Resources for the Shepard State Park kayak and boat launch project to extend the grant deadline an additional twelve (12) months from June 30, 2022 to June 30, 2023 is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of June 21, 2022

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 06/14/2022
Subject: MS Coast Boat Access – Shepard State Park Kayak and Boat Launch Sub-Grant Contract Addendum to Extend Time

REQUEST:

The Grants and Projects Department requests that City Council approve a contract addendum with the Mississippi Department of Marine Resources for the Shepard State Park kayak and boat launch project to extend the grant deadline an additional twelve (12) months from June 30, 2022, to June 30, 2023.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. Sport fisheries research and management activities; boating access development and maintenance; aquatic resource education activities; lake construction and maintenance; land acquisition; technical assistance; planning; habitat enhancement; administration; coordination; and hatchery construction are eligible under the Act.

The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City has been awarded \$72,440 in federal funds, which requires a \$25,000 match. The local match will come from Tidelands funding (FY2019). This \$97,440 project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the new marshwalk.

DISCUSSION:

This project was delayed during the permitting phase, and this contract addendum would extend the time allowed for the construction phase. This would provide time for Heflin Engineering and Cypress Environmental to complete permitting and construct the much-needed restoration to the boat launch, as well as the additions of the kayak launches, benefiting the public and visitors to Shepard State Park.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve a contract addendum to extend time with the Mississippi Department of Marine Resources for the Shepard State Park Kayak and Boat Launch an additional twelve (12) months from June 30, 2022, to June 30, 2023.

City Council may:

1. Approve the contract addendum; or
2. Not approve the contract addendum.

ATTACHMENTS:

1. Gautier-Shepard State Park No Cost Extension Amendment One (Final)

AMENDMENT # 1 OF SUB-GRANT AGREEMENT

Mississippi Department of Marine
Resources and
City of Gautier

Sub-Grant # F21AF00274

The sub-grant between the Mississippi Department of Marine Resources (MDMR) and the City of Gautier (SUB-GRANTEE) is hereby mutually amended according to **Sub-Section 8.23 Changes**. The following, **Sub-Section 6.1 Activity Reports**, and **Section 7.0 Period of Performance**, **Section 9 Incorporation of Documents** are amended to reflect an end date of June 30, 2023, at no additional cost.

SECTION 6.0: Reporting Requirements

- 6.1 **Activity Reports.** In compliance with the USFWS reporting requirements, the SUB-GRANTEE must provide written activity reports to the MDMR summarizing work undertaken, in progress, or completed. The final report is required before final payments will be made. (There will be no cost associated with this report.) Reports must be delivered to:

The Department of Marine Resources
Attn: Rhonda Price
Office of Coastal Restoration and Resiliency
1141 Bayview Avenue, Suite 202
Biloxi, MS 39530
OR
Rhonda.price@dmr.ms.gov

The reports shall be generally organized in accordance with the following:

- 6.1.1 Activities completed and dates of completion.
- 6.1.2 Problems encountered and remedial actions.
- 6.1.3 Activities planned.
- 6.1.4 Problems anticipated.
- 6.1.5 Changes to protocol/procedure manuals.
- 6.1.6 Certification that the invoices submitted, and activities completed have been performed pursuant to the Sub-Grant.

Performance Reporting Schedule:

Final Financial Report

Reporting Period	Due Date
07.01.21 – 06.30.22	7.31.22
07.01.22 - 06.30.23	7.31.23

Final Performance Report

Reporting Period	Due Date
07.01.21 – 06.30.23	7.31.23

- 6.2 If performance is inadequate, the Sub-Grantee will be notified in writing of the specific problems that must be corrected. The MDMR's Executive Director shall resolve disputes over performance. Reimbursements for project costs under Section 5.0 will be made only if performance is determined to be adequate.

SECTION 7.0: Period of Performance

The Sub-Grantee agrees to execute the objectives of this project as stated in Federal Grant Award **F21AF00274– “MS Coastal Boating Access – City of Gautier, Shepard State Park Project”** beginning July 1, 2021 through June 30, 2023.

SECTION 9.0: Incorporation of Documents

The following documents are attached hereto and incorporated herein by reference:

- 1. Attachment “A”, Notice of Grant Award
- 2. Attachment “B”, Project Proposal
- 3. Attachment “C” Amended Notice of Grant Award

All other terms and conditions set forth in the original agreement effective June 18, 2021 remain in full effect.

CITY OF GAUTIER
SUB-GRANTEE

Attachment C

1. DATE ISSUED MM/DD/YYYY

04/20/2022

1a. SUPERSEDES AWARD NOTICE dated 01/05/2021

except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.

15.605 - Sport Fish Restoration

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. F21AF00274-01

Originating MCA #

5. TYPE OF AWARD

Other

4a. FAIN F21AF00274

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY

From 07/01/2021

Through MM/DD/YYYY

Through 06/30/2023

7. BUDGET PERIOD MM/DD/YYYY

From 07/01/2021

Through MM/DD/YYYY

Through 06/30/2023

8. TITLE OF PROJECT (OR PROGRAM)

MS - Coastal Boating Access - City of Gautier Project

9a. GRANTEE NAME AND ADDRESS

Marine Resources, Mississippi Department Of
1141 BAYVIEW AVE STE 101
BILOXI, MS, 39530-1651

9b. GRANTEE PROJECT DIRECTOR

Ms. Melody Chaplin
1505 Eastover Dr
Jackson, MS, 39211-6322
Phone: 228-523-4087

10a. GRANTEE AUTHORIZING OFFICIAL

Mr. Joe Spraggins
1141 BAYVIEW AVE STE 101
BILOXI, MS, 39530-1651
Phone: (228) 523-4170

10b. FEDERAL PROJECT OFFICER

Mr. Howard Meister
1875 Century Blvd NE
Atlanta, GA, 30345-3325
Phone: 404-679-7180

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

II

a. Salaries and Wages	\$	0.00
b. Fringe Benefits	\$	0.00
c. Total Personnel Costs	\$	0.00
d. Equipment	\$	0.00
e. Supplies	\$	0.00
f. Travel	\$	0.00
g. Construction	\$	0.00
h. Other	\$	0.00
i. Contractual	\$	97,440.00
j. TOTAL DIRECT COSTS	→ \$	97,440.00
k. INDIRECT COSTS	\$	2,560.00
l. TOTAL APPROVED BUDGET	\$	100,000.00
m. Federal Share	\$	75,000.00
n. Non-Federal Share	\$	25,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	\$	75,000.00
b. Less Unobligated Balance From Prior Budget Periods	\$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$	75,000.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$	0.00
13. Total Federal Funds Awarded to Date for Project Period	\$	75,000.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

☒ Yes☐ No

Construction Activities: This grant award is conditionally obligated so that no construction activities (ground-disturbing or in-water work) may take place until all required compliance documents have been received, reviewed, and approved by the Wildlife and Sport Fish Restoration Program.

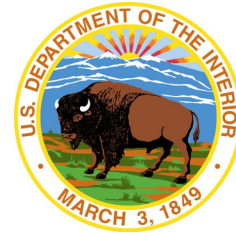
No Program Income anticipated.

GRANTS MANAGEMENT OFFICIAL:

Marilyn Lawal, Program Manager
1875 Century Blvd NE
Atlanta, GA, 30345-3325
Phone: 404 679-7277

17. VENDOR CODE0070043339			18a. UEI RXKSGRHQZY1118b. DUNS 122490324			19. CONG. DIST.04	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051004722-00010	\$0.00	07/01/2021	06/30/2023	8151	9522 (BA Salt)	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Dingell-Johnson Sport Fish Restoration Act—Sport Fish Restoration (16 U.S.C. §777 et seq., except §§777e-1 and g-1)

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 7	DATE ISSUED 04/20/2022
GRANT NO. F21AF00274-01	

SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions. The purpose of this grant award is to improve the existing public boat launch facilities at Shepard State Park including the addition of two (2) kayak launches for public use. The purpose of this amendment is to allow an additional 12-months to complete grant objectives.

Terms and Conditions

1. U.S. Fish and Wildlife Service

General Award Terms and Conditions

Effective Date: December 31, 2020

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §§200.339—343.

A PDF of these terms and conditions with embedded links to all regulations is available on the Service's website at: <https://www.fws.gov/media/fws-financial-assistance-award-terms-and-conditions-2020-12-31>. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

Applicable to awards with a total Federal share of more than \$500,000 except for awards of any amount to foreign public entities.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 7	DATE ISSUED 04/20/2022
GRANT NO. F21AF00274-01	

2 CFR Part 200, Subpart E—Cost Principles

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

48 CFR Subpart 31.2—Contracts with Commercial Organizations

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200 and for-profit organizations.

Indirect Cost Proposals

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: <https://ibc.doi.gov/ICS/icrna>.

2 CFR Part 200, Subpart F—Audit Requirements

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

Statutory and National Policy Requirements

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation

Not applicable to individuals. See 2 CFR 170 for other exceptions.

2 CFR §175.15—Award Term for Trafficking in Persons

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

2 CFR Part 1400—Nonprocurement Debarment and Suspension

All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.

2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)

Not applicable to foreign public entities or foreign organizations.

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 7	DATE ISSUED 04/20/2022
GRANT NO. F21AF00274-01	

43 CFR Part 18—New Restrictions on Lobbying

Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, or an officer or employee of a Member of the U.S. Congress in connection with the award.

41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees

41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government

Mandatory Disclosures

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

Conflicts of interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

Lobbying: If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, "Disclosure of Lobbying Activities" form to the USFWS. This form is available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that are specifically permitted by other Federal law.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM.

National Policy Encouragements

Executive Order 13043—Increasing Seat Belt Use in the United States

Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.

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E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving

Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury's ASAP System

The recipient will request payments under this award in the [U.S. Treasury's Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

SPECIAL TERMS AND REQUIREMENTS

1. Environmental Compliance Reviews

Construction Activities: This grant award is conditionally obligated so that no construction activities (ground-disturbing or in-water work) may take place until all required compliance documents have been received, reviewed, and approved by the Wildlife and Sport Fish Restoration Program.

Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

2. Inadvertent Archaeological or Historical Discoveries

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
2. Take reasonable steps to ensure the confidentiality of the discovery sites; and
3. Take reasonable steps to restrict access to the site of discovery.

The recipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with the recipient regarding actions to be taken and disposition of material. If Human remains are uncovered, appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said remains.

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BUDGET AND PROGRAM REVISIONS

1. WSFR Budget and Program Revisions

The recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the prior written approval of the Service. Refer to **2 CFR 200.308** for additional information on the types of changes that require prior written approval.

REPORT

1. WSFR TRACS Reporting

The recipient is responsible for entering interim (if required) and final performance report information for this award into the Service's electronic performance reporting system – TRACS (<https://tracs.fws.gov>) and attaching those reports from TRACS into GrantSolutions by the report due date(s) as specified in GrantSolutions. Performance information entered in TRACS must provide quantitative outputs to the approved Standard Objectives and narrative responses to the following questions. If the award includes multiple project statements, the recipient must answer these questions for each project statement. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

1. What progress has been made towards completing the objective(s) of the project?
2. Please describe and justify any changes in the implementation of your objective(s) or approach(es).
3. If applicable, please share if the project resulted in any unexpected benefits, promising practices, new understandings, cost efficiencies, management recommendations, or lessons learned.
4. For survey projects only: If applicable, does this project continue work from a previous award? If so, how do the current results compare to prior results? (Recipients may elect to add attachments such as tables, figures, or graphs to provide further detail when answering this question).
5. If applicable, identify and attach selected publications, photographs, screenshots of websites, or other documentation (including articles in popular literature, scientific literature, or other public information products) that have resulted from this project that highlight the accomplishments of the project.
6. Is this a project that you wish to highlight for communication purposes?
7. For CMS State fish and wildlife agencies only: If the grant is a CMS, has the agency submitted an update report every 3 years detailing the CMS components: (a) inventory and scanning; (b) strategic plan; (c) operational plan; and (d) evaluation and control have been reviewed and summaries included which provide detailed review results and recommendations?

2. WSFR TRACS Real Property/Facility

The recipient is responsible for entering required information into the TRACS (<https://tracs.fws.gov>) inventory modules to create real property/facility record(s). These records will become the basis for future recipient real property/facility reporting compliance under 2 CFR 200.330 and 2 CFR 1402.329. If you need assistance with entering real property/facility records in TRACS, please contact the WSFR Federal Project Officer identified in this Notice of Award.

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3. WSFR Interim Financial Reports

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, [“Federal Financial Report”](#) form. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

4. WSFR Interim Performance Reports

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

5. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, [“Federal Financial Report”](#) form. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

6. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient’s operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

7. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
June 21, 2022**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
