Tuesday
November 18, 2014
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held November 18, 2018 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members, Mary Martin, Johnny Jones, Hurley Ray Guillotte, Casey Vaughan, Rusty Anderson, Adam Colledge, Samantha Abell, City Manager; Cynthia Russell, City Clerk; Joshua Danos, City Attorney and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
November 18, 2014 @ 6:30 PM

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

1. **Office closed Thursday, November 27th and Friday, November 28th in observance Thanksgiving Day.**

IV. Presentation Agenda

V. Public Agenda

1. **Agenda Comments**

VI. Business Agenda

1. **Order authorizing the advertisement for bids for the Drainage System Clearing and Improvements, Phase 1 for the City of Gautier GMC Project No. CMOB-140039.**
2. **Order authorizing Longevity Pay for FY 2015 to be paid on or before December 10th to all eligible employees as declared herein.**
3. **Resolution declaring that a necessity exists for the mitigation of a 20" (in diameter) Protected Live Oak Tree on Martin Bluff Road.**

4. **Consideration of a Professional Services Agreement with Mississippi Legislative and Consulting Group, LLC to provide government relations and legislative lobbying services for the 2015 Gautier Legislative Priorities White Paper Packet.**

5. **Order authorizing the Mississippi Department of Wildlife, Fisheries and Parks Grant Agreement for the 2015 Youth Participation Initiative Program-Archery at Shepard State Park.**

6. **Consideration of a Citywide Comprehensive Rezoning of R-1 Low Density Single-Family Residential Districts (City Initiated) to allow a Bed and Breakfast and Child Care Center as a Conditional Use (GPC#14-21-RZ) Quasi-Judicial Procedures.**

7. **Consideration of resolution retaining Butler Snow, O'Mara, Stevens & Cannada, PPLC for the City of Gautier's Financial Disclosures.**

8. **Order approving Docket of Claims.**

VII. Consent Agenda (All items approved in one motion)

1. **Order accepting the Final Plat for the Dees Landing Subdivision and authorization to record the Final Plat (GPC# 12-28-SD).**

2. **Order approving a monetary donation in the amount of $250.00 by Rachel B. Finnie Photography to be used by the Cultural Services Division.**

3. **Order approving the minutes from Regular Council Meeting held November 4, 2014.**

4. **Resolution approving to continuance of the Local Emergency for the Deep Water Horizon Oil Spill until further notice.**

STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
November 18, 2014

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 December 2, 2014 at 6:30 PM
www.gautier-ms.gov

Announcements:

1. Office closed Thursday, November 27th and Friday, November 28th in observance Thanksgiving Day.

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states;

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 27, 2014, in observance of THANKSGIVING DAY; on Thursday, December 25, 2014, in observance of CHRISTMAS DAY; and on Thursday, January 1, 2015, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 28, 2014, in further observance of the Thanksgiving holiday, on Wednesday, December 24, 2014, in further observance of Christmas and on Friday, January 2, 2015, in further observance of New Year's Day; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 23rd day of October in the year of our Lord, two thousand and fourteen, and of the Independence of the United States of America, the two hundred and thirty-ninth.

Phil Bryant

PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

Councilman Colledge made the motion to amend Advertisement for Bids to state "All bidders shall submit, upon request, a list of projects "successfully completed" in the last five (5) years, having the same scope of work and approximate construction cost as specified in this project". **Councilman Anderson** seconded the motion and the vote carried unanimously.

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

ORDER NUMBER 260-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the advertisement for bids for the Drainage System Clearing and Improvements, Phase I for the City of Gautier, Mississippi GMC Project No. CMOB-140039 is hereby authorized.

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

Motion was made by **Councilman Vaughan** seconded by **Councilwoman Martin** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 18, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cynthia Russell, City Clerk

Date: November 12, 2014

Subject: Advertisement for Drainage System Clearing and Improvements, Phase 1

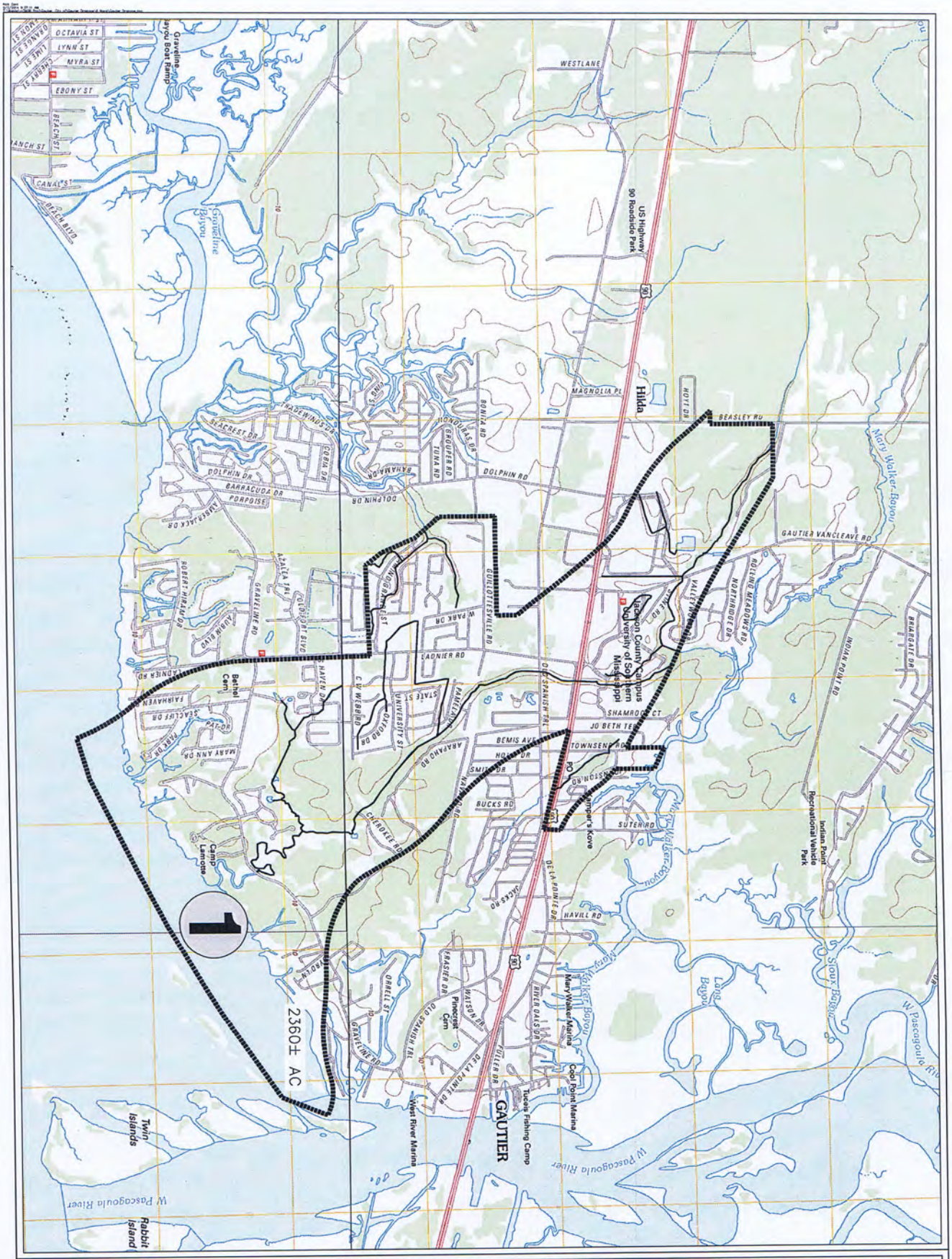
REQUEST:
City Council authorization is requested to advertise for the Drainage System Clearing and Improvements, Phase 1 project.

BACKGROUND:
ClearWater Solutions, LLC (CWS) requested the City Council to approve an engineering agreement with Goodwyn, Mills and Cawood, Inc. (GMC) to design and oversee the construction of drainage improvements primarily located in the College Park and De La Forest Areas. The City previously sub-contracted ditch cleaning and clearing for major drainage conveyances and outfalls throughout the City. Due to budget constraints, the service has not been provided for several years. There are several ditches generally located in the College Park, De La Forest and Stonegate subdivisions and also areas along Bemis, Joe Beth and Townsend which are extremely overgrown and inaccessible. CWS does not have the equipment or manpower to perform the necessary clearing and cleaning.

Phase 1 consists of the aforementioned locations and includes a drainage area of approximately 2559 acres. The Scope of work will include overseeing construction of ditch clearing and cleaning. Once the ditches have been cleared and cleaned, CWS will be responsible for these types of improvements along with future maintenance.

RECOMMENDATION:
Based on the information provided, it is recommended that the Council approve the advertisement for Drainage System Clearing and Improvements, Phase 1.

ATTACHMENT(S):
Advertisement



DRAINAGE SYSTEM CLEARING AND IMPROVEMENTS PHASE 1
FOR THE CITY OF GAUTIER, MISSISSIPPI

CMOB-1400XX
SCALE : 1" = 1000'
PLAN SHEET

sheet of 2

ISSUE	DATE
INITIAL	08.19.2014

drawn by: NLG
checked by: LAW

GOODWYN | MILLS | CAWOOD

11 North Water Street, Suite 15250 | Mobile, AL 36602
Tel 251.460.4006 | GMCNETWORK.COM

ADVERTISEMENT FOR BIDS

Sealed bids for the DRAINAGE SYSTEM CLEARING AND IMPROVEMENTS, PHASE I will be received by the City of Gautier until 2:00 P.M., Tuesday, December 23, 2014 at City Hall located at 3330 Hwy. 90, Gautier, Mississippi 39553 and at said time bids will be publicly opened and read aloud.

The project generally consists of clearing drainage system of all brush, trees, etc.

The CONTRACT DOCUMENTS AND PLANS may be examined at the office of the Purchasing Agent, Gautier City Hall in Gautier, MS, and at the office of Goodwyn, Mills and Cawood, Inc. in Mobile, AL.

Copies of the CONTRACT DOCUMENTS AND PLANS may be viewed at Gautier City Hall located at 3330 Hwy. 90, Gautier, Mississippi 39553. Copies of the CONTRACT DOCUMENTS AND PLANS may be obtained at the office of Goodwyn, Mills, and Cawood, Inc., located at 11 North Water Street, Suite 15250, Mobile, Alabama 36602 upon payment of a $50.00 deposit. No plans and specifications will be issued to Contractors within twenty-four (24) hours of the time indicated above for receiving bids. Also, no partial sets, individual pages or drawing sheets will be provided.

The City of Gautier, Mississippi reserves the right to reject any and all bids and to waive any informalities in the bidding.

Each bid must be accompanied by Cash, a Bid bond, an Irrevocable Letter of Credit acceptable to the City of Gautier, or a Certified Check in an amount equal to at least five percent (5%) of the Bid, payable to the City of Gautier, Mississippi, as bid security. The successful bidder shall be required to furnish a Performance and a Payment Bond each in the amount of 100% of the Bid.

All bidders shall submit, upon request, a list of projects "successfully completed" in the last 5 years, having the same scope of work and approximate construction cost as specified in this project.

No bidder may withdraw his bid within 90 days after the opening thereof.

A mandatory pre-bid meeting will be held at Gautier City Hall located at 3330 Hwy. 90, Gautier, Mississippi 39553 at 10:00 A.M. (CST) on Wednesday, December 10, 2014. All prospective bidders shall have a representative at the meeting.

All bids shall be submitted on the bid proposal form included in the Contract Documents furnished by the Engineer. All bids must be submitted in an envelope bearing on the outside the name of the Bidder, address, Certificate of Responsibility number and name of the project. Envelopes containing bids must be addressed as follows, and delivered to ***Ms. Cindy Steen, Purchasing Agent, City of Gautier, 3330 Hwy. 90, Gautier, MS 39553: "*****BID FOR DRAINAGE SYSTEM CLEARING AND IMPROVEMENTS, PHASE I".**

Published by order of the City of Gautier, Mississippi

Cindy Steen, Purchasing Agent
City of Gautier

PROOF OF PUBLICATION:

Publication Dates: November 23, 2014
November 30, 2014

MEMO

To: All Plan Holders

From: Lawrence Wilson

Subject: DRAINAGE SYSTEM CLEARING
AND IMPROVEMENTS, PHASE I
FOR THE CITY OF GAUTIER, GAUTIER, MISSISSIPPI
GMC PROJECT NO. CMOB-140039

Date: October 2014

Please be advised that all questions or comments for the above subject project will be accepted in writing only. All questions or comments must be received in this office by **8:00 a.m., Friday December 19th, 2014**. Questions or comments not received prior to this deadline will NOT be addressed.

You can fax your questions or comments to (251) 460-4423 or email at lawrence.wilson@gmcnetwork.com. Appropriate responses will be issued only to those items considered necessary by the Engineer.

OWNERSHIP OF DOCUMENTS AND DISCLAIMER

The Project Manual, Technical Specifications, Drawings, and all other documents relating to this project have been prepared for this individual and particular project, and for the exclusive use of the original Owner, developer or other party so indicated.

Actual project conditions and as-built conditions may vary significantly. Changes made during bidding, negotiations, construction, due to additions or deletions of portions of this project, and/or for other reasons, may not be indicated in these documents.

These documents may not be used or relied upon as a certification of information indicated, or used for any other project, by any third parties or other parties, for any purpose whatsoever, without the prior written consent of Goodwyn, Mills and Cawood, Inc., or prior to receipt of mutually agreed to compensation paid to Goodwyn, Mills and Cawood, Inc., therefor.

The ownership, copyrights, and all other rights to these documents, are reserved by Goodwyn, Mills and Cawood, Inc., including in part, all copies thereof in any form or media. Reproduction of the material contained in these documents or substantial quotation of their provisions without prior written permission of Goodwyn, Mills and Cawood, Inc., violates the copyright and common laws of the United States and will subject the violator to legal prosecution.

Goodwyn, Mills and Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, AL 36602
and
Montgomery, Alabama
Birmingham, Alabama
Andalusia, Alabama
Vernon, Alabama
Eufaula, Alabama
Fairhope, Alabama
Huntsville, Alabama
Greenville, South Carolina
Nashville, Tennessee

PROJECT MANUAL

FOR

DRAINAGE SYSTEM CLEARING AND IMPROVEMENTS, PHASE I

FOR THE

CITY OF GAUTIER GAUTIER, MISSISSIPPI

GMC PROJECT NO. CMOB-140039

OCTOBER 2014

GOODWYN | MILLS | CAWOOD

11 NORTH WATER STREET SUITE 15250 MOBILE AL 36602
T: 251-460-4006 F: 251-460-4423
WWW.GMCNETWORK.COM

SET NO. _____

DRAINAGE SYSTEM CLEARING
AND IMPROVEMENTS, PHASE I

FOR THE

CITY OF GAUTIER
GAUTIER, MISSISSIPPI

GMC PROJECT NO. CMOB-140039

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OWNER'S INSTRUCTIONS TO CONTRACTOR CONCERNING BONDS AND INSURANCE FOR CONSTRUCTION

PROJECT: Drainage System Clearing & Improvements, Phase I

DATE:

FROM: City of Gautier, MS **(Owner)** — GMC Project No. CMOB-140039 **(Owner's Project No.)**

ATTENTION: **CONTRACTORS**

The following are the instructions with respect to the requirements for bonds and insurance to be included in the bidding documents and construction contract for the above Project.

I. BID SECURITY

Bid Security in the amount of five-percent (5%) of Bidder's maximum bid and will be in the form of:

Cash, a Bid Bond, an Irrevocable Letter of Credit *or* Certified Check drawn to the City of Gautier, Mississippi.

II. CONSTRUCTION BONDS

A Construction Performance Bond in an amount equal to the Contract Price and Construction Payment Bond in an amount equal to the Contract Price.

III. LIABILITY INSURANCE

The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall not be less than the following amounts:

A. Workers' Compensation under Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

1. State — Statutory
2. Applicable Federal
   a. Longshoreman's — Statutory
   b. Maritime — Statutory
3. Employer's Liability — $500/500/500

B. Comprehensive General Liability under Paragraphs 5.04.A.3 through 5.04.A.6 of the General Conditions (including Contractual Liability, Premises—Operations; Independent Contractors' Protective; Products Liability – Completed Operations; Broad Form Property Damage):

1. General Aggregate (Except Products—Completed Operations) $2,000,000
2. Products—Completed Operations Aggregate $2,000,000
3. Personal and Advertising Injury (per Person/Organization) $1,000,000
4. Each Occurrence (Bodily Injury and Property Damage) $1,000,000
5. Personal Injury Liability Coverage will include Claims arising out of Employment ☐ YES X NO
6. Exclusion(s) for damage to Property in Contractor's Care, Custody or Control to be deleted ☐ YES X NO
7. Property Damage Liability Insurance will Provide Coverage for Explosion, Collapse and Underground Damage X YES ☐ NO
8. Watercraft inclusion to be deleted X YES ☐ NO
9. Excess or Umbrella Liability
   a. General Aggregate $2,000,000
   b. Each Occurrence $2,000,000

C. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

1. Bodily Injury
   a. Each Person $1,000,000
   b. Each Accident $1,000,000
2. Property Damage
   a. Each Accident $500,000
   b. or a combined single limit of $1,000,000

D. Additional Insured coverage under Contractor's Commercial General Liability Policy(ies) for Owner, Engineer, and others listed in the Supplementary Conditions will be provided, subject to customary exclusions for professional liability (select either nos. 1 or 2 and complete no. 3, as applicable):

1. By endorsement as additional insureds on Contractor's Commercial General Liability Policy. X YES ☐ NO

2. By a separate Protective Liability Policy covering all of them issued by Contractor's general liability carrier. ☐ YES X NO

3. List here by name and address any additional individuals or entities (in addition to Owner and Engineer) to be identified in the Supplementary Conditions as additional insureds under the required liability policies:

ENGINEER: Goodwyn, Mills and Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, AL 36602

OWNER: City of Gautier
3330 Hwy. 90
Gautier, MS 39553

E. Other Liability Insurance, if any, e.g., Railroad Protective Liability, Environmental Impairment Liability: Not applicable.

Provided By	Type of Coverage	Amount

IV. WAIVER OF SUBROGATION

A. All insurance certificates shall provide for "Waiver of Subrogation" against the Owner, Engineer and their consultants, by the Contractor, Subcontractors, and their insurers.

V. PROPERTY INSURANCE (BUILDER'S RISK):

A. Property insurance to the full replacement cost of the Work in accordance with Paragraph 5.06 of the General Conditions will be provided by the Contractor.

VI. CERTIFICATE HOLDER

A. The certificate holder shall be the Owner:

City of Gautier
3330 Hwy. 90
Gautier, MS 39553

IMMIGRATION STATUS VERIFICATION

1.1 GENERAL:

A. Bidders are hereby reminded that they are required to comply with requirements of **enrollment in the E-Verify Program of the United States Department of Homeland Security**:

1. Contractor's signed "E-Verify Memorandum of Understanding" will be required to be attached to any Contract awarded.
2. General Contractors and Subcontractors shall be enrolled in, participate in and maintain compliance for the duration of this contract, and as otherwise required by statute.

C. Additional information and Guidance is available at the following website:

1. US Department of Homeland Security, E-Verify: www.dhs.gov/E-Verify

END OF SECTION

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. For this project, Issuing Office is the Engineer.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 10 days after opening of Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit, upon request, written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Bidder's Certificate of Responsibility, if applicable.

C. Complete Statement of Qualifications (see Section 01030). This is to be submitted with your bid.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE – NOT APPLICABLE

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer **in writing**. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. See Memo to All Plan Holders. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five-percent (5%) of Bidder's maximum Bid price and in the form of cash, certified check, Irrevocable Letter of Credit, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of

Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The times for Substantial Completion and readiness for final payment are to be set forth by Bidder in the Bid and will be entered into the Agreement. Substantial Completion is desired within 45 working days. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and be ready for final payment within the times designated in the Bid.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers,

individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures**.**

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

1. Bidders may submit a Bid for any of the separate sections or any combination of sections as provided in the Bid Form. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.

14.02 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

~~15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.~~

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the **City of Gautier, Mississippi**.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

BID FORM

DRAINAGE SYSTEM CLEARING
AND IMPROVEMENTS, PHASE I

FOR THE

CITY OF GAUTIER
GAUTIER, MISSISSIPPI

GMC PROJECT NO. CMOB-140039

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF GAUTIER
3330 Hwy. 90
Gautier, MS 39553
Attn: Cindy Steen, Purchasing Agent

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous

Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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

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

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

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

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) $_____:

5.02 Owner has a set amount of funds available for this project. If the total bid comes in higher than amount of money available, the Owner reserves the right to adjust quantities in order to be within this amount. Winning bidder will be selected by lowest total bid after/if quantities are adjusted.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 45 working days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 10 calendar days after the date when the Contract Times cease to run.

6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of _____;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

C. Contractor's License No.: _____;

D. Required documents per Specification Section 01030, Qualification Statement.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in _____ is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____ _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

BASE BID

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	37500 LF	Drainage Clearing (Up to 20' Wide)		
2	22 EA	Small Tree Cutting (6"-12" Diameter)		
3	20 EA	Large Tree Cutting (12" - 18" Diameter)		
				$

ADDITIVE ALTERNATE #1

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	2800 LF	Drainage Clearing (Up to 20' wide)		
				$

TOTAL BASE BID + ADDITIVE ALTERNATE #1	$

Bid Amount: _____ and /100 Dollars

By: _____

Title: _____

Company: _____

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____ _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:
City of Gautier
3330 Hwy. 90
Gautier, Mississippi 39553

BID
Bid Due Date:
Description *(Project Name and Include Location)*: Drainage System Clearing and Improvements, Phase I
The project consists generally of clearing and improving existing drainage ways.

BOND
Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum 5% of Bid (Words) $ (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

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

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

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

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

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

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

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

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

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

Notice of Award

Date: _____

Project: **Drainage System Clearing and Improvements, Phase I**	
Owner: City of Gautier	Project No.: CMOB-140039
Bidder:	
Bidder's Address:	
Attn:	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are hereby notified that your BID has been accepted.

The Contract Price of your Contract is _____/100 Dollars ($_____)

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

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

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

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

CITY OF GAUTIER
Owner

By:_____
Samantha D. Abell, City Manager

Attest: _____
Cynthia L. Russell, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the _____ day of _____, 20____.

_____
Contractor

By:_____

_____
Title

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

THIS AGREEMENT is by and between CITY OF GAUTIER, MISSISSIPPI ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The project generally consists clearing existing drainage ways within City ROW.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

DRAINAGE SYSTEM CLEARING
AND IMPROVEMENTS, PHASE I
FOR THE CITY OF GAUTIER
GAUTIER, MISSISSIPPI
GMC PROJECT NO. CMOB-140039

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Goodwyn Mills and Cawood, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Dates for Substantial Completion and Final Payment

B. The Work will be substantially completed in **45 Working Days**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before TBD by Notice to Proceed when the Contract Times commence to run.

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4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$1,000.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **$1,000.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A:

For all Work other than Unit Price Work, a lump sum of: **_____ and /100 Dollars, ($)**

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously

made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that

have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages C-520-1 to C-520-7, inclusive).

2. Performance bond (pages C-610-1 to C-610-3, inclusive).

3. Payment bond (pages C-615-1 to C-615-3, inclusive).

4. Other bonds (pages C-430-1 to C-430-2, inclusive); Bid Bond

5. General Conditions (pages C-700-1 to C-700-63, inclusive).

6. Supplementary Conditions (pages 750-1 to 750-4, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings (3 total sheets) each bearing the following general title: Drainage System Clearing and Improvements, Phase I for the City of Gautier, MS, GMC Project No. CMOB-1400XX

9. Addenda (numbers __ to __, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages C-410-1 to C-410-9, inclusive).

    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed (pages C-550-1; inclusive).

    b. Work Change Directives.

    c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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

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

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

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

CITY OF GAUTIER, MISSISSIPPI

By: _____

Title: Samantha D. Abell, City Manager

Attest: _____

Title: Cynthia L. Russell, City Clerk

Address for giving notices:

3330 Hwy. 90

Gautier, MS 39553

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

CONTRACTOR

_____

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:

_____

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

Notice to Proceed

Date: _____

Project: Drainage System Clearing and Improvements, Phase I	
Owner: City of Gautier	Project No.: CMOB-140039
Contractor:	
Contractor's Address:	
Attn:	

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

	CITY OF GAUTIER
Contractor	Owner
Given by:	Given by:
	Samantha D. Abell, City Manager
Title	Cynthia L. Russell, City Clerk

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest:_____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By:_____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest:_____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

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

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

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

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

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

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

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

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

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

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

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete

and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

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

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

B. *Resolving Discrepancies:*

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

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

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

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

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

1. A Field Order;

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

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

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

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

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

3.06 *Electronic Data*

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

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

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

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

C. *Possible Price and Times Adjustments:*

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

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

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

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

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

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

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

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

4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data;

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

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

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

B. *Not Shown or Indicated:*

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

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

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

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the

scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

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

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

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

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

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

5.04 *Contractor's Insurance*

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

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

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

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

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

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

   b. by any other person for any other reason;

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

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

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

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

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

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

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

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

6. include completed operations coverage:

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

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

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

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

6. include testing and startup; and

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

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

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

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

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and

subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

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

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance

with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

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

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the

performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

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

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

6.04 *Progress Schedule*

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

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

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

6.05 *Substitutes and "Or-Equals"*

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

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in

which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

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

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

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

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

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

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

2. *Substitute Items:*

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

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

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

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

      1) shall certify that the proposed substitute item will:

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

         b) be similar in substance to that specified, and

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

2) will state:

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

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

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

3) will identify:

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

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

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

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

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

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for

making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

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

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

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

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

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

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

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

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

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

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

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

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

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

C. *Submittal Procedures:*

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

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

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

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

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

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

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

D. *Engineer's Review:*

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

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

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

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

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

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

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

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

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

6.21 *Delegation of Professional Design Services*

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

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner

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

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

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

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

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

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

other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 *Coordination*

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

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

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

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

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

7.03 *Legal Relationships*

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

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

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

9.07 *Determinations for Unit Price Work*

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

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of

the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

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

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

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

10.04 *Notification to Surety*

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

10.05 *Claims*

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

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

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

1. deny the Claim in whole or in part;

2. approve the Claim; or

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

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

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor

invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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

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

11.01 *Cost of the Work*

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

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

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

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

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

5. Supplemental costs including the following:

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

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

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

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

C. *Contingency Allowance:*

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

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

11.03 *Unit Price Work*

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

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

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

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

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

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

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

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

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the

Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

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

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

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

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

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

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

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

12.03 *Delays*

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

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

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

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

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

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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

the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

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

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

13.04 *Uncovering Work*

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

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

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

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

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

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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

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

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

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

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

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

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies

under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

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

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

B. *Review of Applications:*

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

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

    a. the Work has progressed to the point indicated;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

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

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

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

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

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

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

adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

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

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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

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

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

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

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

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

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

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

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

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

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

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

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

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

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

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

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

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

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

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

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

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

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

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

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

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

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

3. complete the Work as Owner may deem expedient.

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

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

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue.

Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

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

15.03 *Owner May Terminate For Convenience*

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

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

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

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

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

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

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

adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

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

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

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on

a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SUPPLEMENTAL GENERAL CONDITIONS

1. **COPIES OF DOCUMENTS**

1.1 Section 2.02 of the General Conditions is hereby modified. The Contractor will be furnished with three complete sets of plans and specifications. Any additional sets required can be purchased for the payment fee as stipulated in the Advertisement for Bids.

2. **SUBCONTRACTORS, SUPPLIERS AND OTHERS**

2.1 The Contractor will be required to submit a list of Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to the Owner in advance of the specified date prior to the Effective Date of the Agreement.

3. **SALVAGE MATERIAL**

3.1 All metals and devices removed from the project that can be returned for scrap shall be the property of the owner. Owner shall have first right of refusal on all items that are to be demolished, removed or scrapped from the project. Contractor shall provide a list of such items in written form to the owner. Prior to the contractor salvaging any material for his own gain, the contractor shall obtain written approval from the owner.

4. **SHOP DRAWINGS AND SAMPLES**

4.1 Section 6.17 of the General Conditions is hereby modified to require all shop drawings to bear a stamp reading AThe Contractor hereby represents that all field measurements, field construction criteria, materials, dimensions, catalog numbers and other similar data have been determined and verified and that each shop drawing and sample has been checked and coordinated with the requirements of the work and of the contract documents along with the name of the Contractor.

5. **PAYMENTS TO CONTRACTOR**

5.1 Monthly estimates for payment shall be submitted to the office of the Engineer by the Friday nearest the 25th of each month.

6. **AS-BUILTS**

6.1 The General Contractor shall be responsible for providing a complete set of marked up as-built/record drawings to the Engineer for review and approval prior to final payment. The General Contractor shall be responsible for securing the same from all subcontractors and suppliers. Both vertical and horizontal final locations for all structures, pipelines, and related appurtenances shall be provided. Vertical locations shall be tied to project bench mark elevations and horizontal locations shall be tied to property lines, right-of-ways, roadway centerline or other above grade permanent fixture.

7. **OR EQUAL**

7.1 Where "or equal" or "approved equal" occurs in the specifications, the Contractor will be allowed under the procedure outlined below to submit for approval prior to the bid opening detailed information concerning alternative products. The information shall contain:

1) A copy of the contract specifications that name the materials, products and manufacturers as specified.

2) The manufacturers specifications for the materials, products and performance of the proposed alternative.

3) Submittals concerning all proposed substitutions shall be submitted in writing to the Engineer 14 days or more prior to the date of the bid opening. All submittals shall be made in good faith and shall be certified as verifiably equal or superior to the specified item.

4) All submittals shall include all data that would be present in construction drawings and specifications, including complete names and descriptions, dimensions, performance verification, and latest catalog numbers.

5) If a new material is proposed for substitution, data shall be provided on laboratory tests and standards that have been observed in the design of the product.

6) If a new fabricator is proposed, information concerning his capabilities and experience shall be included in the submittal.

7) The Engineer will review the or equal submittal package as quickly as possible and will issue a written opinion to the Contractor and to all other bidders within two days of the bid opening.

8. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

8.1 Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8.2 The Contractor shall schedule the work to be completed within the time for completion as provided in the contract. Work shall be scheduled during regular work times during week days, except for special or emergency situations that may arise. Engineer shall be notified in writing at least two days in advance of any overtime or weekend work schedules, except in the case of emergencies. Contractor shall be responsible for any extra inspection and testing costs resulting from work performed under special work hour conditions.

9. PROTECTION OF OWNER

9.1 The Contractor hereby agrees to hold harmless, indemnify and defend the Owner, the Owner's agent, the Consulting Engineers, and the owner's employees while acting within the scope of their duties from and against any and all liability, claims, damages, and cost of defense arising out of the Contractor's performance of the work described herein but not including the sole negligence of the Owner, his agents or employees. The Contractor will require any and all

subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to name as additional insured the Owner and the Consulting Engineer.

9.2 The Contractor and his insurer, by the contractor's execution of the Contract, shall waive all rights of subrogation against the Owner, Architect, and their Consultants, on all insurance provided by the Contractor and by every Subcontractor.

9.3 The Contractor and his insurer agree all policies furnished by Contractor shall contain no exclusion pertaining to faulty workmanship, job related accident, safety of construction sequences.

10. CONTRACTOR'S LIABILITY INSURANCE

10.1 Additionally named insureds shall be the Owner, the Engineer and their Consultants.

10.2 All insurance certificates shall provide for "Waiver of Subrogation" against the Owner, Engineer and their Consultants, by the Contractor, Subcontractors, and their insurers.

11. RECORD DOCUMENTS (DRAWINGS)

11.1 The Contractor shall maintain at the construction site or in the home office, one set of contract drawings to be annotated as Record Drawings. All deviations from the contract drawings shall be clearly marked on this set of drawings. The Record Drawing shall be updated each work day and shall show all deviations from the contract drawings as well as actual conditions found including but not limited to:

- Underground utilities showing both horizontal location and depth of utility, size and type, etc.
- Drainage structures
- Other conditions

Periodic payment requests shall not be processed by the Engineer or Owner until the Contractor has satisfied the Engineer that Record Drawings are current.

The Final Record Drawing shall be delivered to the Engineer with the final pay estimate.

The costs for maintaining Record Drawings shall be a subsidiary obligation to the unit cost/lump sum as shown in the proposal.

12. PROPERTY INSURANCE (BUILDER'S RISK)

12.1 The Contractor will obtain property insurance to the full replacement cost of the work in accordance with paragraph 5.06 of the General Conditions. Additionally named insureds shall be the Owner, Contractor, Subcontractors, Engineer and Engineer's Consultants.

13. SAFETY AND PROTECTION

13.1 All safety precautions in connection with traffic control shall be in accordance with the recommendations procedures and requirements contained in the "Manual on Uniform Traffic Control Devices", Section G.

END OF SECTION

SECTION 02110

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY:

A. This Section includes the following:

1. Coordination of the Work.
2. Protection of existing trees and landscaping to remain, if any, and boundary and property line markers, bench marks, survey control points, and existing structures and improvements which are to remain.
3. Environmental and erosion control measures, as indicated and as otherwise required by applicable codes, regulations, and authorities having jurisdiction.
4. Removal of trees and other vegetation, as indicated, and within "controlled areas."
5. Removing above-grade improvements as indicated, and as required to accommodate drainage improvements.

1.3 PROJECT CONDITIONS:

A. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

B. Protection of Existing Improvements:

1. Provide protection necessary to prevent damage to existing improvements indicated to remain in place. Clearing, demolition and any excavation within 5'-0" of existing buildings and structures to remain shall be performed by hand.
2. Protect improvements on adjoining properties and on Owner's property.
3. Protect boundary and property line markers, benchmarks, and survey control points.
4. Restore damaged improvements and markers to their original condition, as acceptable to property owners.

C. Protection of Existing Trees and Vegetation:

1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary fencing, barricades, and/or other precautions as necessary to protect trees and vegetation to be left standing.

2. Provide protection for roots over 1-1/2-inch diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
3. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to Engineer and Owner. Employ a licensed arborist to repair damages to trees and shrubs.
4. Replace trees which cannot be repaired and restored to full-growth status, as determined by arborist.

D. Improvements on Adjoining Property:

1. Authority for performing any removal and alteration work on property adjoining Owner's property will be obtained by Owner prior to award of contract, if any is indicated or required.
2. Extent of work on adjacent property is indicated on Drawings, if any.

E. Salvable Improvements: Carefully remove items indicated to be salvaged, if any, and store on Owner's premises where indicated or directed.

PART 2 - PRODUCTS

A. Not applicable to this Section.

PART 3 - EXECUTION

3.1 SITE CLEARING:

A. General:

1. Remove trees, shrubs, grass and other vegetation, improvements, or obstructions as required to permit drainage ditch clearing. Remove similar items elsewhere on site or premises as specifically indicated. "Removal" includes cutting down all above ground trees, shrubs, grasses, etc., within the project area, at existing grade. Trees up to 6" in diameter can be mulched and left in place. Trees greater than 18" in diameter shall be left in place. Select trees between 6" and 18" diameter shall be removed, but only after direction to do so from the Engineer.
2. No roots, root balls, etc. shall be removed from below the existing surface in the ditch bottoms and side slopes without prior written permission from the Engineer and Owner. Digging below the existing surface could negatively affect the flow path of the ditch.
3. Cut minor roots and branches of trees indicated to remain in a clean and careful manner, where such roots and branches obstruct drainage ditch clearing, on Owner's property.
4. Fill depressions caused by site clearing operations with satisfactory soil material.

    a. Place fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact to a density equal to adjacent original ground.

C. Removal of Improvements:

1. Remove existing above-grade improvements as indicated to facilitate drainage ditch clearing.

3.2 DISPOSAL OF EXCESS AND WASTE MATERIALS:

A. Burning on Owner's Property: Burning is not permitted on Owner's property.

B. Removal from Owner's Property: Remove unacceptable soils materials, waste materials, trash, and debris, and legally dispose of off Owner's property.

3.2 EROSION CONTROL:

A. Provide erosion control methods in accordance with requirements of authorities having jurisdiction.

B. Seeding mixes: All seed shall meet the requirements of these specifications and comply with applicable state law. The type of grass seed to be planted shall meet the approval of the OWNER. Seed shall be delivered in sealed bags, properly labeled. Seeds of legumes shall be inoculated just before use with the appropriate culture. Seed mixtures shall be applied at the rate in pounds per acre and with the seasonal limitations shown in the following table:

	Sept.- Nov.	Dec. - Feb.	March - Aug.
Bermuda Grass (Hulled)	--	--	10
Bermuda Grass (Unhulled)	10	10	--
Reseeding Crimson Clover	30	30	--
Kentucky 31 Fescue	20	15	--
Pensacola Bahia	25	25	30
Annual Rye Grass	--	20	--

C. Fertilizer and lime: After ground preparation is complete, the area to be seeded shall have commercial fertilizer (800 lbs./acre: 13-13-13) and lime (1.5 ton/acre: dolomitic or calcitic lime) applied at the applicable rate.

D. Mulching: Mulching shall consist of covering areas that have been grassed or as otherwise specified with straw. **Hay is not an acceptable mulching material and will not be allowed.** Straw shall be threshed oats, pine, wheat, or rye, and shall be applied at the rate of 1-1/2 tons per acre. Mulch materials shall be free of seeds detrimental to the project. Mulch shall be free from leaves, twigs, insects, grasses, weeds, plants and their seeds, other foreign material and any substances harmful to plant growth.

E. Inspection and maintenance: Newly seeded areas need to be inspected frequently to ensure the grass is growing.
1. Repair damage caused by pedestrian and/or vehicular traffic, or other causes.
2. If the seeded area is damaged due to runoff, additional storm water measures may be needed.

3. The acceptance of areas designated to be seeded under this Section will be based on verification of a satisfactory stand of grass as determined by an on-site observation by the ENGINEER.
4. A satisfactory stand is defined as a cover of living grass of specified species, after true leaves are formed in which no gaps larger than five (5) inches square occur. Areas viewed by the ENGINEER to be solid rock will be exempt from this requirement.
5. If a satisfactory stand is not established in any area, the area shall be reseeded until a satisfactory stand is established, without additional compensation.
6. Spot seeding can be done on small areas to fill in bare spots where grass did not grow properly.

3.16 MAINTENANCE:

A. Protection of Cleared Areas: Protect newly cleared areas from traffic and erosion. Keep free of trash and debris.

B. Repair edges of existing pavements, sidewalks, etc., and other existing and/or new improvements flush with and to match existing materials and thicknesses, subject to acceptance by Owner and Engineer.

END OF SITE CLEARING

PROJECT MANUAL

FOR

DRAINAGE SYSTEM CLEARING AND IMPROVEMENTS, PHASE I

FOR THE

CITY OF GAUTIER GAUTIER, MISSISSIPPI

GMC PROJECT NO. CMOB-140039

OCTOBER 2014

GOODWYN | MILLS | CAWOOD

11 NORTH WATER STREET SUITE 15250 MOBILE AL 36602

T: 251-460-4006 F: 251-460-4423

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SET NO. _____

Councilwoman Martin made the motion to table Business Agenda Item #2- Authorization of Longevity Pay for FY 2015 to be paid on or before December 10th to all eligible employees as declared until a Special Meeting scheduled for Thursday, November 20th at 6:00 PM. **Councilman Vaughan** seconded the motion and the vote carried unanimously.

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

RESOLUTION NUMBER 026-2014

A RESOLUTION DECLARING THAT A NECESSITY EXISTS FOR THE MITIGATION OF A 20" (IN DIAMETER) PROTECTED LIVE OAK TREE ON MARTIN BLUFF ROAD, GAUTIER, MISSISSIPPI

WHEREAS, Ordinance 204 of the Gautier Unified Development Ordinance requires the City Council adopt a resolution finding a necessity for the removal of protected trees; and

WHEREAS, any applicant who requests a permit to remove protected trees shall be required to prepare and implement a tree mitigation and preservation plan. Mitigation plans shall include provisions for planting the same species of protected tree, temporary or permanent irrigation, and monitoring for a two-year period, <u>or</u> an in-lieu fee or infrastructure project; and

WHEREAS, to determine whether a request warrants a finding of necessity, the Council shall consider the Comprehensive Plan, the intent of Ordinance 204 to preserve protected trees, whether the continued preservation of the tree(s) places a significant hardship on the property owner, the continuation of the tree(s) threatens public safety and welfare, and whether all other options for preservation and/or relocation have been explored and found unsatisfactory; and

WHEREAS, DG Development I, LLC Company must remove a 20" (in diameter) live oak at the rear of the property in order to construct a neighborhood retail center; and

WHEREAS, the Unified Development Ordinance specifies a mitigation value of $1,000 per caliper inch; and

WHEREAS, DG Development I, LLC Company proposes an on-site mitigation plan with public benefit. The Owner agrees to construct a minimum 8' wide sidewalk along the entire road frontage that is otherwise not required by Code, and the City of Gautier would otherwise incur this cost due to city plans to construct a multi-use sidewalk adjoining this property, the value of which is further described in the below mitigation plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gautier, Mississippi, that:

Section 1. Finding of Necessity. For the aforesaid reason, this Council hereby finds, determines and declares that a necessity exists with respect to the maintenance and clearing of 7510 Martin Bluff Road, Gautier, MS 39533 for the construction of a neighborhood retail center, and approves the tree mitigation plan described in Section 2.

Section 2. Payment of an inch-for-diameter-inch replacement in-lieu fee for public amenities and infrastructure. Public Amenities to be counted as a mitigation credit are as follows: The provision of 309 linear feet of concrete 8' wide sidewalk with culverts, to be constructed by the Company's contractor.

Section 6. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

Motion made by **Councilman Vaughan**, seconded by **Councilman Guillotte**, and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS:

DULY ADOPTED this 18th day of **November**, **2014** by the City Council of Gautier, Mississippi.

ATTEST:

_____
City Clerk
Cynthia Russell

_____
Mayor Gordon Gollott

CITY OF GAUTIER
MEMORANDUM

TO: Samantha Abell, City Manager

FROM: Erica Greene, City Planner

THRU: Chandra Nicholson, Economic Development Director

DATE: November 12, 2014

SUBJECT: A Resolution Declaring That A Necessity Exists For The Mitigation of a 20" (in diameter) Protected Live Oak Tree on Martin Bluff Road, Gautier Mississippi.

REQUEST:

Request for approval of Ordinance 204 of the Gautier Unified Development Ordinance requires the City Council adopt a resolution finding a necessity for the removal of a protected tree.

DISCUSSION:

The applicant, DG Development I LLC, is requesting the approval of finding a necessity for the removal of a protected tree at 7510 Martin Bluff Road, Gautier, MS 39533 for the construction of a neighborhood retail center.

To determine whether a request warrants a finding of necessity, the Council shall consider the Comprehensive Plan, the intent of Ordinance 204 to preserve protected trees, whether the continued preservation of the tree(s) places a significant hardship on the property owner, the continuation of the tree(s) threatens public safety and welfare, and whether all other options for preservation and/or relocation have been explored and found unsatisfactory

DG Development I, LLC Company proposes an on-site mitigation plan with public benefit. The Owner agrees to construct a minimum 8' wide sidewalk along the entire road frontage that is otherwise not required by Code, and the City of Gautier would otherwise incur this cost due to city plans to construct a multi-use sidewalk adjoining this property, the value of which is further described in the below mitigation plan.

The City Council has the responsibility to determine the appropriateness of finding a necessity for the removal of a protected tree.

RECOMMENDATIONS:

The City Council may:

A) Approve the tree mitigation; or
B) Deny the request.

ATTACHMENTS;

1) Resolution Finding of Necessity
2) Email Dated 11.10.14

RESOLUTION _____

A Resolution Declaring That A Necessity Exists For The Mitigation of a 20" (in diameter) Protected Live Oak Tree on Martin Bluff Road, Gautier Mississippi

WHEREAS, Ordinance 204 of the Gautier Unified Development Ordinance requires the City Council adopt a resolution finding a necessity for the removal of protected trees; and

WHEREAS, any applicant who requests a permit to remove protected trees shall be required to prepare and implement a tree mitigation and preservation plan. Mitigation plans shall include provisions for planting the same species of protected tree, temporary or permanent irrigation, and monitoring for a two-year period, or an in-lieu fee or infrastructure project; and

WHEREAS, to determine whether a request warrants a finding of necessity, the Council shall consider the Comprehensive Plan, the intent of Ordinance 204 to preserve protected trees, whether the continued preservation of the tree(s) places a significant hardship on the property owner, the continuation of the tree(s) threatens public safety and welfare, and whether all other options for preservation and/or relocation have been explored and found unsatisfactory; and

WHEREAS, DG Development I, LLC Company must remove a 20" (in diameter) live oak at the rear of the property in order to construct a neighborhood retail center; and

WHEREAS, the Unified Development Ordinance specifies a mitigation value of $1,000 per caliper inch; and

WHEREAS, DG Development I, LLC Company proposes an on-site mitigation plan with public benefit. The Owner agrees to construct a minimum 8' wide sidewalk along the entire road frontage that is otherwise not required by Code, and the City of Gautier would otherwise incur this cost due to city plans to construct a multi-use sidewalk adjoining this property, the value of which is further described in the below mitigation plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gautier, Mississippi, that:

Section 1. Finding of Necessity. For the aforesaid reason, this Council hereby finds, determines and declares that a necessity exists with respect to the maintenance and clearing of 7510 Martin Bluff Road, Gautier, MS 39533 for the construction of a neighborhood retail center, and approves the tree mitigation plan described in Section 2.

Section 2. Payment of an inch-for-diameter-inch replacement in-lieu fee for public amenities and infrastructure. Public Amenities to be counted as a mitigation credit are as follows: The provision of 309 linear feet of concrete 8' wide sidewalk with culverts, to be constructed by the Company's contractor.

Section 6. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

DULY ADOPTED this _____ day of _____, by the City Council of Gautier, Mississippi.

ATTEST:

_____
City Clerk
Cynthia Russell

_____
Mayor Gordon Gollott

Erica Greene

From:	Stan Middleton <smidds1@cox.net>
Sent:	Monday, November 10, 2014 4:06 PM
To:	Samantha Abell; Erica Greene; cnicholson@gautier-ms.gov
Cc:	Kenny Smith; Andy Sawyer
Subject:	Fwd: tree mitigation - Dollar General
Attachments:	DollarGeneral.Tree Mitigation.11.10.14.doc; Untitled attachment 00044.htm
Importance:	High

All, please accept this email as our written request to remove the oak tree which sits in the middle of the building pad of the Dollar General at the proposed location in Gautier, MS. We have tried to avoid the tree, but there is no way to accomplish that. We will accept the compromise that we install an 8' sidewalk at the street (Martin Bluff) across our property with the understanding that the oak tree can be removed at no tree removal fee/cost. Please let me know if you need any further information as I am out of my office at this time; however, please put us on the next agenda. Thx, S

Stan Middleton

Begin forwarded message:

From: Kenny Smith <ksmith@cbsmithhomes.com>
Subject: Fwd: tree mitigation
Date: November 10, 2014 at 3:32:10 PM CST
To: smidds1@cox.net

Please call me when you get this. KOS

---------- Forwarded message ----------
From: **Samantha Abell** <sabell@gautier-ms.gov>
Date: Mon, Nov 10, 2014 at 3:24 PM
Subject: tree mitigation
To: egreene@gautier-ms.gov, ksmith@cbsmithhomes.com
Cc: cnicholson@gautier-ms.gov

Kenny,

See the attached Resolution Finding a Necessity for the Mitigation of a Protected Tree. To process this tree mitigation request, Erica Greene requires a letter from Dollar General requesting the mitigation for the tree, explaining that it is a necessity for construction, and offering the construction of the sidewalk as an in-lieu-of fee.

The Unified Development Ordinance Section 11.4.5 establishes a fee schedule of $1,000 per caliper inch. However, an in-lieu-of fee for public benefit is permitted in some instances, such as the construction of a sidewalk. I have attached the draft Resolution for review. It described a minimum 8' wide sidewalk property line to property line. Our city engineer states that the property is 309 linear feet. Add culverts and 30 yards of concrete and the estimated value is $12-15,000. The mitigation requires $1,000 per caliper inch for the 20 inch caliper tree. Please keep this in mind…

Of course, as you well know, the city plans to connect to this sidewalk in the next 2-3 years. The agenda must be finished by 5 PM today so this is very expedited. There are a few blanks. We will fill them in once we hear back from you.

Thanks.

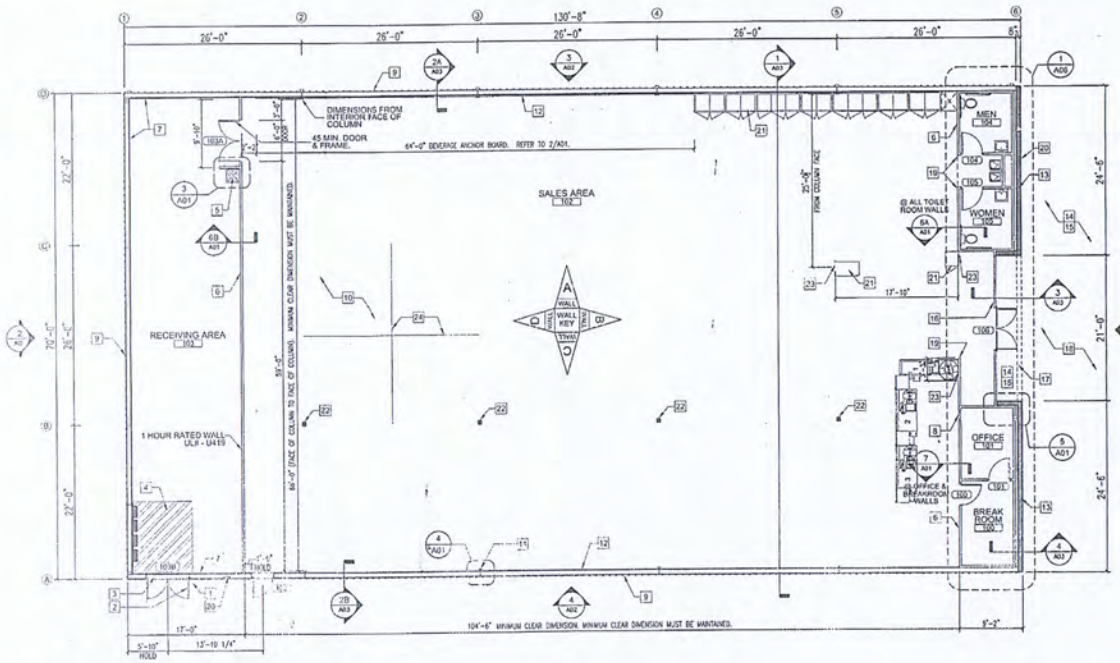
Samantha D. Abell

City Manager

City of Gautier, MS

(o) 228.497.8000 | www.gautier-ms.gov

DOLLAR GENERAL



NOTE:
SALES AREA MINIMUM DIMENSIONS TO BE MAINTAINED

NOTE:
METAL BUILDING COLUMNS SHALL BE STRAIGHT.

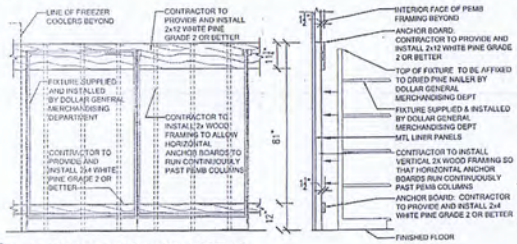
COORDINATE THE FINAL LOCATION AND AMOUNT OF THE REGISTERS WITH THE APPROVED FIXTURE PLAN.

SEE DESIGN CRITERIA ON SHEET M1 INDICATING MINIMUM BUILDING ENVELOPE U-FACTORS.

FLOOR PLAN KEYED NOTES

1. RECEIVING DOOR BUZZER - TORK MDL.#TA725 OR EQUAL
2. DOOR SCOPE, PROVIDED BY BASS SECURITY. REFER TO T01 AND DOOR SCHEDULE.
3. WEATHER STRIP & LOW PROFILE THRESHOLD PROVIDED BY BASS SECURITY. SEE TO T01 AND DOOR SCHEDULE.
4. STRIPE FLOOR FOR DESIGNATED EGRESS PATH (PAINT YELLOW).
5. PROVIDE AND INSTALL A TEN GALLON WATER HEATER (OR LARGER IF REQUIRED BY CODE) ABOVE THE MOP SINK.
6. 3 5/8" METAL STUD WITH 1/2" MINIMUM GYPSUM BOARD (BOTH SIDES). REFER TO NOTED WALL SECTION. REFER TO ROOM FINISH SCHEDULE FOR GYPSUM BOARD HEIGHT AT ANY PARTICULAR WALL.
7. METAL LINER PANELS TO UNDERSIDE OF ROOF DECK. (BY PRE-ENGINEERED BUILDING MANUFACTURER).
8. 18" x 18" ONE WAY WINDOW, BOTTOM @ 36" A.F.F.
9. METAL BUILDING PANELS (BY PRE-ENGINEERED BUILDING MANUFACTURER). PROVIDE TAMPER-RESISTANT FASTENERS FOR BOTTOM 8'-0".
10. CONCRETE SLAB WITH 6X6XW1.4 WELDED WIRE MESH OVER POLYETHYLENE VAPOR BARRIER (MIN. 10 MM THICK) OVER CRUSHED STONE BASE. TYPICAL. PROVIDE CONTROL JOINTS AS SHOWN ON S03.
11. METAL BUILDING FRAME. REFER TO NOTED WALL SECTION FOR ADDITIONAL INFORMATION.
12. 1/2" GYPSUM BOARD (TO 10'-0" A.F.F.) OVER METAL LINER PANELS AND INSULATION WITH VAPOR BARRIER.
13. 8" SPLIT-FACED CMU PAINTED TO MATCH SIDE WALL PANELS. ALIGN FACE OF BLOCK WITH STEEL GIRT. PROVIDE PROPER ANCHORAGE TO STRUCTURE.
14. SLOPE CONCRETE 1/8" PER FOOT AWAY FROM BUILDING.
15. BROOM FINISH CONCRETE SIDEWALK, TYPICAL.
16. BRONZE STOREFRONT SYSTEM. REFER TO NOTED WALL SECTION FOR ADDITIONAL INFORMATION. CONTINUE GYPSUM BOARD ABOVE STOREFRONT TO DECK.
17. LINE OF SOFFIT OR CANOPY ABOVE.
18. A.D.A. COMPLIANT ACCESSIBLE RAMP WITH YELLOW PAINTED SIDES TO ACCESSIBLE PARKING STALLS.
19. MC CUE CART AND BUMPER GUARDS. TOP INSTALLED @ 3'-5" A.F.F. ORDER TRIM KIT FOR THIS PROTOTYPE.
20. WALL HYDRANT. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
21. REFRIGERATION BY DOLLAR GENERAL.
22. STEEL COLUMN. PAINT SW7005 PURE WHITE. WRAP STEEL COLUMN WITH TIGHT LOOP CARPET (BLACK) FROM BASE TO 48" A.F.F.
23. POWER POLE. COORDINATE FINAL LOCATION WITH ELECTRICAL DRAWINGS AND FINAL DOLLAR GENERAL FIXTURE PLAN (F01).
24. CONTROL JOINTS ARE TO BE PLACED ALONG COLUMN LINES AND MID POINT BEWTEEN COLUMN LINES COORDINATE WITH STRUCTURAL DRAWINGS.

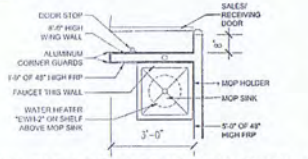
1 / A01 FLOOR PLAN
SCALE 1/8"=1'-0"



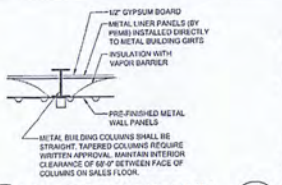
DRINK FIXTURE WALL MOUNTING SUPPORT NOTES:

1. PROVIDE AND INSTALL 2X12 WHITE PINE - GRADE 2 OR BETTER.
2. PROVIDE AND INSTALL 2X4 WHITE PINE - GRADE 2 OR BETTER.
3. FASTEN THE 2X12 TO THE WALL WITH THE TOP EDGE OF THE BOARD AT 81" A.F.F.
4. FASTEN THE 2X4 TO THE WALL WITH THE TOP EDGE OF THE BOARD AT 12" A.F.F., STARTING FROM THE END OF THE LAST COOLER AND STOPPING 2'-0" FROM REAR WALL.
5. PRE-DRILL PILOT HOLES IN ALL BOARDS PRIOR TO INSTALLATION TO PREVENT WOOD SPLITS.
6. SECURE THE 2X12 WITH THREE SELF-TAPPING SCREWS PER WALL STUD. MINIMUM SCREW SIZE IS 4"x 1/4".
7. FASTEN THE 2X4 WITH WITH ONE SELF-TAPPING SCREW PER WALL STUD. MINIMUM SCREW SIZE IS 4"x 1/4".
8. CAULK THE EDGES OF THE 2X12 AT THE TOP AND BOTTOM WHERE IT MEETS THE WALL PRIOR TO PAINTING.
9. PRIME AND PAINT BOTH BOARDS TO MATCH WALL COLOR.

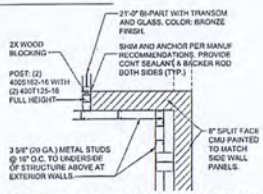
2 / A01 ANCHOR BOARD DETAIL
SCALE 3/4"=1'-0"



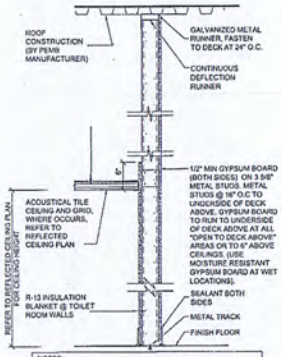
3 / A01 ENLARGED MOP SINK PLAN
SCALE 3/4"=1'-0"



4 / A01 DETAIL AT COLUMN
SCALE 3/4"=1'-0"

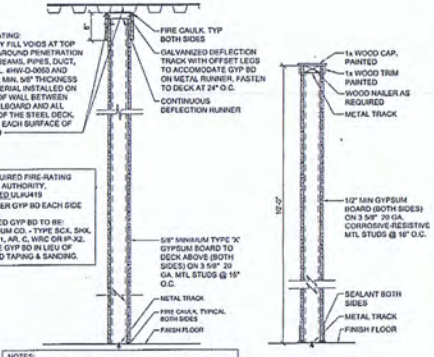


5 / A01 EXTERIOR CORNER DETAIL
SCALE 3/4"=1'-0"



NOTES:
1. DO NOT FASTEN GYPSUM BOARD WITHIN 2" OF BOTTOM OF SLIP TRACK.
2. IN PLACE OF CONTINUOUS SLIP TRACK - METAL STUD CONTRACTOR MAY USE "VERTICLIP" BRAND SLIP CONNECTION TO STRUCTURE
3. SCREW ANCHORS SHALL NOT EXTEND BEYOND TOP OF DECK ELEVATION.

6A / A01 TYPICAL PARTITION
SCALE 1"=1'-0"



VERIFY REQUIRED FIRE-RATING WITH LOCAL AUTHORITY.
1 HOUR RATED UL#U419
1 HR. = 1 LAYER GYP BD EACH SIDE

- FIRE RATED GYP BD TO BE: U.S. GYPSUM CO. - TYPE SCX, SHX, WRX, IP-X1, AR, C, WRC OR IP-X2.
- FIRE TAPE GYP BD IN LIEU OF STANDARD TAPING & SANDING.

NOTES:
1. DO NOT FASTEN GYPSUM BOARD WITHIN 2" OF BOTTOM OF SLIP TRACK.
2. IN PLACE OF CONTINUOUS SLIP TRACK - METAL STUD CONTRACTOR MAY USE "VERTICLIP" BRAND SLIP CONNECTION TO STRUCTURE.
3. SCREW ANCHORS SHALL NOT EXTEND BEYOND TOP OF DECK ELEVATION

6B / A01 FIRE-RATED PARTITION
SCALE 1"=1'-0"

OFFICE & BREAKROOM

7 / A01 PARTITION
SCALE 1"=1'-0"

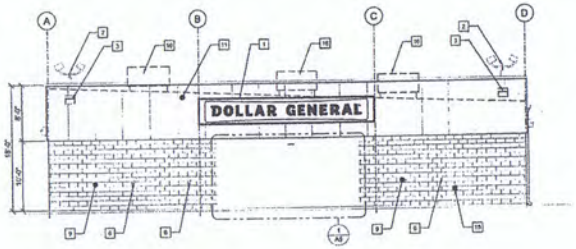
NOTE:
DO NOT COPY OR REPRODUCE WITHOUT WRITTEN PERMISSION.

PROJECT:
DOLLAR GENERAL STORE
Gautier, Mississippi

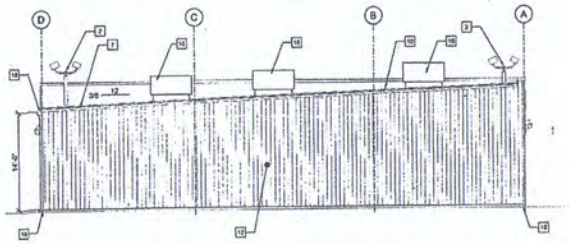
DRAWN: Array Services
CHECKED: Bill Mann
DATE: September 2014
REVISED

BILL MANN, ARCHITECT
5726 Blackjack Road P.O. Box 80297
Starkville, Mississippi 39759
PHONE: 662-323-0358 FAX: 662-323-8406
E-mail: bill_mann@starkvillearchitects.com

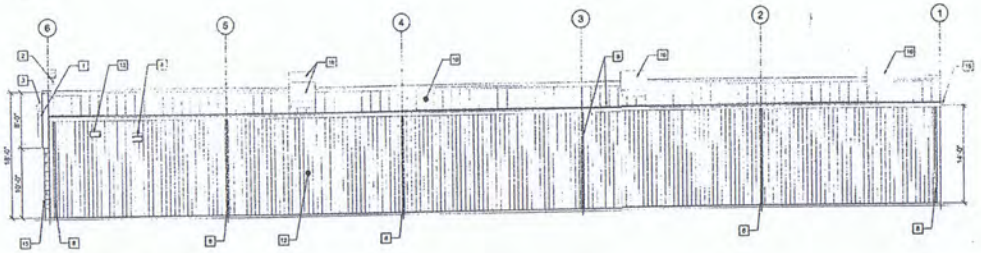
SHEET NO:
A01



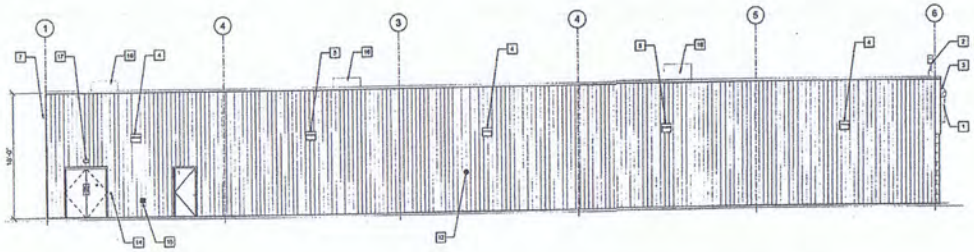
1 A02 FRONT ELEVATION
SCALE 1/8" = 1'-0"



2 A02 REAR ELEVATION
SCALE 1/8" = 1'-0"



3 A02 RIGHT ELEVATION
SCALE 1/8" = 1'-0"



4 A02 LEFT ELEVATION
SCALE 1/8" = 1'-0"

ELEVATION KEYED NOTES

1. SIGN FURNISHED AND INSTALLED BY DOLLAR GENERAL CORP. WITH CIRCUIT AS NOTED ON ELECTRICAL PLAN. SIGN TO BE CENTERED ON FRONT OF BUILDING. CONTRACTOR IS TO PROVIDE ADEQUATE BLOCKING AS REQUIRED BY SIGN MANUFACTURER TO SUPPORT SIGN WEIGHT OF UP TO 1,400 LBS. EXTERIOR CANOPY SIGN SHALL BE SUPPORTED BY THE FACE OF THE CANOPY. COORDINATE THE PROPER SIGNAGE TO BE USED WITH DOLLAR GENERAL.
2. BI-DIRECTONAL SECURITY LIGHT. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
3. WALL PACK. 16'-0" A.F.F. TO TOP OF WALL PACK. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
4. WALL PACK 12'-0" A.F.F. TO TOP OF WALL PACK. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
5. WALL PACK, (ALTERNATE PARKING LIGHT) REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION. REQUIRED ONLY IF THERE IS PARKING THIS SIDE OF BUILDING.
6. RECEPTACLE. REFER TO E1 FOR ADDITIONAL INFORMATION.
7. TRIM - SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
8. GUTTER AND DOWNSPOUT - SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
9. 8" SPLIT FACE CONCRETE MASONRY UNIT. PAINT TO MATCH SIDE WALL PANELS.
10. STANDING SEAM METAL ROOF. GALVALUME FINISH.
11. PRE-FINISHED METAL WALL PANELS, REVERSE RIB PROFILE SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
12. PRE-FINISHED METAL WALL PANELS. PROVIDE TAMPER-RESISTANT FASTENERS FOR BOTTOM 8'-0". SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
13. VENT FOR BATHROOM EXHAUST. REFER TO M01 FOR ADDITIONAL INFORMATION.
14. DOOR BUZZER. REFER TO E01 FOR ADDITIONAL INFORMATION.
15. WALL HYDRANT REFER TO P01 FOR ADDITIONAL INFORMATION.
16. HVAC UNITS MOUNTED ON ROOF. REFER TO MECHANICAL SHEET M1 FOR MORE INFORMATION.
17. OUTSIDE AIR TEMP. SENSOR MOUNTED OVER RECEIVING DOORS @ 8'-0" A.F.F.
18. MINIMUM EAVE HEIGHT IS 14'-0" A.F.F.
19. FINISHED GRADE AT EXTERIOR WALLS SHALL BE A MINIMUM OF 6" BELOW FINISHED FLOOR AT ALL NON PAVED AREAS.

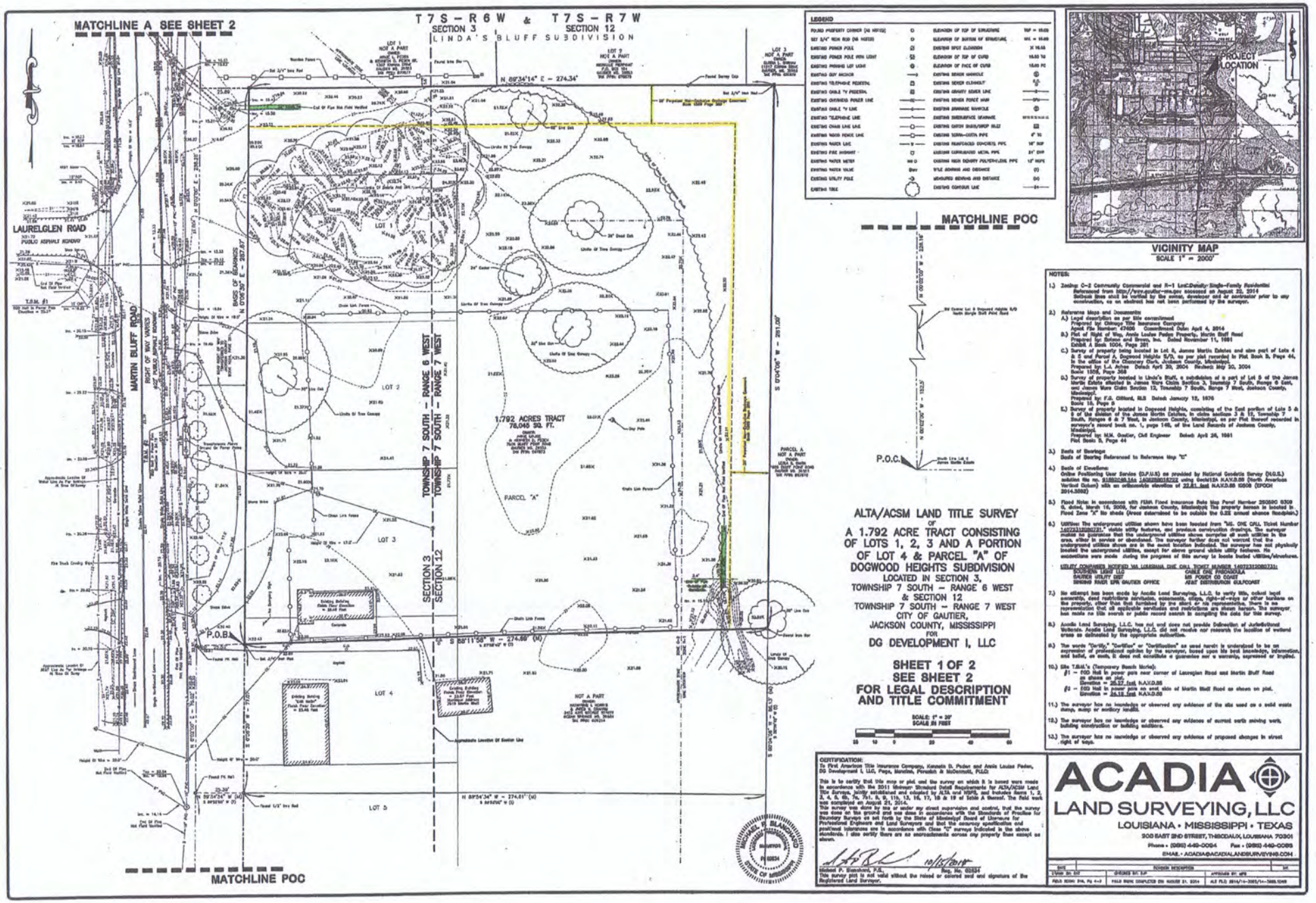
NOTE:
DO NOT COPY OR REPRODUCE WITHOUT WRITTEN PERMISSION.

PROJECT:
DOLLAR GENERAL STORE
Gautier, Mississippi

DRAWN Ashley Bankston
CHECKED Bill Mann
DATE September 2014
REVISED

BILL MANN, ARCHITECT
5726 Blackjack Road
Starkville, Mississippi 39759
PHONE: 662-323-0338 FAX: 662-323-8406
Email: bm_mann@39759dyncs.com

SHEET NO:
A02


MATCHLINE A SEE SHEET 2
T7S – R6W & T7S – R7W
SECTION 3
SECTION 12
LINDA'S BLUFF SUBDIVISION
LAURELGLEN ROAD
PUBLIC ASPHALT ROADWAY
MARTIN BLUFF ROAD
RIGHT OF WAY VARIES
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
1.792 ACRES TRACT
78,046 SQ. FT.
PARCEL "A"
TOWNSHIP 7 SOUTH – RANGE 6 WEST
TOWNSHIP 7 SOUTH – RANGE 7 WEST
SECTION 3
SECTION 12
P.O.B.
P.O.C.
MATCHLINE POC
LEGEND
VICINITY MAP
SCALE 1" = 2000'
PROJECT LOCATION
ALTA/ACSM LAND TITLE SURVEY
OF
A 1.792 ACRE TRACT CONSISTING
OF LOTS 1, 2, 3 AND A PORTION
OF LOT 4 & PARCEL "A" OF
DOGWOOD HEIGHTS SUBDIVISION
LOCATED IN SECTION 3,
TOWNSHIP 7 SOUTH – RANGE 6 WEST
& SECTION 12
TOWNSHIP 7 SOUTH – RANGE 7 WEST
CITY OF GAUTIER,
JACKSON COUNTY, MISSISSIPPI
FOR
DG DEVELOPMENT I, LLC
SHEET 1 OF 2
SEE SHEET 2
FOR LEGAL DESCRIPTION
AND TITLE COMMITMENT
SCALE: 1" = 20'
SCALE IN FEET
NOTES:
CERTIFICATION:
ACADIA
LAND SURVEYING, LLC
LOUISIANA • MISSISSIPPI • TEXAS

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

ORDER NUMBER 261-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Mississippi Legislative and Consulting Group, LLC to provide government relations and legislative lobbying services is hereby approved.

IT IS FURTHER ORDERED that approval is contingent upon City of Pascagoula's approval.

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

Motion was made by **Councilwoman Martin,** seconded by **Councilman Colledge** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Rusty Anderson
Adam Colledge

NAYS: **Casey Vaughan**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 18, 2014.

MISSISSIPPI

LEGISLATIVE & CONSULTING GROUP

November 13, 2014

The City of Gautier
3330 Highway 90
Gautier, MS 39553

SUBJECT: ENGAGEMENT LETTER

Dear City Council,

We are pleased that you have asked Mississippi Legislative and Consulting Group, LLC ("MSLC Group") to provide government relations and legislative lobbying services for your Organization. This engagement letter ("Agreement") will confirm our discussions with you regarding engagement of our firm and will describe the basis upon which our firm will provide government relations and legislative lobbying services to The City of Gautier, (the "Organization"). Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions, do not hesitate to call.

Client Scope of Representation. Our client in this matter will be the Organization. We will be engaged to provide strategic counsel and tactical guidance on legislative, political and financial matters as more fully set forth in Exhibit A ("Strategy and Timeline") attached hereto. The initial scope of service shall be for a period of seven (7) months. All resources of MSLC Group, LLC will be available to Organization as MSLC Group undertakes to work for and represent Organization.

You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be acknowledged and agreed upon by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future project, this will confirm that our representation of you is limited to the foregoing government relations and legislative lobbying matter.

Fees. Our fee for an initial service period of 7 months (December 1, 2014 through June 30, 2015) shall be U.S. $14,000. The first payment of $2,000 for one month of service is due on January 2, 2015 and client will be billed monthly for remainder of term. The term of this engagement will be seven months and shall be renewable thereafter at a mutually agreeable rate. Any out-of-state travel required by Mississippi Legislative and Consulting Group, LLC for purposes of government relations or legislative lobbying for Organization shall be reimbursed by the Organization. The organization must approve out-of-state travel by Mississippi Legislative and Consulting Group, LLC before expense is incurred.

Potential Conflicts. As we have discussed, you are aware that our firm represents many other companies and individuals. This can create situations where work for one client on a matter might preclude us from assisting other clients on unrelated matters. It is possible that during the time that we are representing the Organization, some of our present or future clients will have disputes or transactions with the Organization or engage in similar business activities. To avoid undue restriction on our practice, the Organization agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to matters concerning which we represent, or adverse to, the Organization. Specifically, however, we will not undertake a state government or private services representation for any enterprise directly competing with the Organization. Moreover, we do not intend for you to waive your right to have our firm maintain confidences or secrets that you transmit to our firm; and we agree not to disclose such confidential information to any third party without your consent. We would, of course, take commercially reasonable steps to keep such information confidential.

Compliance with Law. We represent to you that the terms of this Agreement comply with applicable State of Mississippi law.

Notice Addresses.

TO MSLC Group:
Mississippi Legislative and Consulting Group, LLC
1037 Lake Village Circle, Suite A
Brandon, MS 39047

To Organization:
The City of Gautier
3330 Highway 90
Gautier, MS 39568-0908

We appreciate the opportunity to represent you. If these terms of our engagement are acceptable to you, please return a signed copy of this letter to MSLC Group. Our representation of you will commence on December 1, 2014.

Sincerely,

Matthew K. Armstrong
Mississippi Legislative and Consulting Group, LLC

The foregoing is understood and accepted:

By:
Name:
Title:

Exhibit A – Strategy and Timeline

The primary focus of this contractual agreement will be to provide strategic and tactical guidance, government relations and legislative lobbying services in relation to The City of Gautier's 2015 Legislative White Paper Packet. Included in these services is a joint effort between The City of Gautier and The City of Pascagoula to establish a Community Redevelopment and Restoration Act for the purposed of economic development and to eliminate slum and blight.

Phase One: 12/01/14 – 01/28/15:

Phase One shall include, but shall not be limited to, the following:

1. Meetings on Organization's behalf with the relevant committee chairpersons, Lt. Governor, and Governor of Mississippi.
2. Initial drafting of the bill, designating and assigning authors/co - authors.
3. Such other objectives as set forth by Organization.

Phase Two: 01/28/15 – 04/05/15 (SINE DIE):

Phase Two shall include, but shall not be limited to, the following:

1. Final drafting of the bill.
2. Bill presentation to all relevant committees/sub committees and help secure that a floor vote on the Bill takes place. (Floor vote is estimated to occur on or before 02/25/15)
3. Use diligent and best effort to ensure Bill is passed and no opposition to Bill succeeds.
4. Such other objectives as set forth by Organization.

Phase Three: 04/06/15 – 06/30/15:

Phase Three shall include, but shall not be limited to, the following:

1. Monitor bill until it is signed into law by the Governor. The Bill is expected to become "official" on or about 07/01/15.
2. Such other objectives as set forth by Organization.

CITY OF GAUTIER

Nature's Playground

2015 Legislative Priorities

Mississippi State Legislature

Gautier City Council

Gordon Gollott, Mayor

Adam Colledge, Ward 5

Rusty Anderson, Ward 4

Casey Vaughan, Ward 3

Hurley Ray Guillotte, Ward 2

Johnny Jones, Ward 1

Mary Martin, Councilman-At-Large

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Prepared by
The Office of the City Manager

City Hall
3330 Highway 90
Gautier, Mississippi 39553

CITY OF GAUTIER

MISSION

To enhance the quality of life of the citizens of Gautier and our neighborhoods by providing exceptional government services.

VISION

We strive to achieve efficient and responsible service; a highly trained, competent workforce; and responsible stewardship of resources.

VALUES

℘ PEOPLE ℘ INTEGRITY ℘ PROSPERITY

STRATEGIC PRIORITIES

In June 2009, the City of Gautier unanimously adopted a Comprehensive Plan that provides the foundation for the following eight strategic priorities. These initiatives are reflected throughout our legislative package either by specific requests or through the City's stance on issues of regional or statewide significance.

Our Strategic Priorities are:

- **Community Maintenance**
  . . . aesthetically improve all areas of the City

- **Strengthening a Recreational Waterfront**
  . . . cultivate public and private investments in the economic engine of the Coast

- **Focus on the Town Center Master Plan and I-10 Corridor**
  . . . promote economic renewal and strategic development

- **Environmentally Sustainable Local Government Policies**
  . . . develop and implement pro-environmental policies

- **College Park Community Redevelopment**
  . . . stimulate further redevelopment opportunities

- **Operational Performance and Efficiency**
  . . . focus on improving efficiency and performance

- **Promote Public Safety**
  . . . reduce violent crime among youth and adults

- **Customer Service**
  . . . maintain and improve the quality our customers' experiences

While recognizing that the City is involved in many other important activities, these eight initiatives will be our focus as we plan future activities and deploy resources.

FACTS ABOUT THE CITY OF GAUTIER

The City of Gautier is home to the Mississippi Gulf Coast Community College's Jackson County Campus, nationally ranked as a top ten community college and established in 1911. Gautier enjoys one of the highest elevations along the Gulf Coast, with sprawling bluffs and also low-lying fishing villages within its 33 square miles. More than 70 miles of waterfront line Gautier, nestled between bayous, barrier islands, and the only unimpeded waterway in the United States, the Pascagoula River. Gautier is "Nature's Playground", boasting numerous parks and coastal recreation, including the 19,000-acre U.S. Fish and Wildlife's Sandhill Crane Refuge and 395-acre Shepard State Park.

Gautier lies one hour west of Mobile and less than two hours east of New Orleans, in the center of Jackson County on the Mississippi Gulf Coast. Gautier is also centrally located between the City of Pascagoula (the largest industrial area of Mississippi with thousands of high-paying manufacturing jobs), and the Biloxi-Gulfport area (with a high concentration of tourism related jobs, many in the gaming industry).

Historic Profile

In 1699, the King of France sent Pierre Lemoyne D'iberville to establish a fort on the bluff in Gautier where the prominent homestead referred to as La Maison Gautier, or "The Old Place" still stands today. The Gautier family moved from New Orleans after the Civil War, and established a sawmill and several sprawling homesteads along the bluffs and beachline that can still be visited today.

The City of Gautier was incorporated in 1986. In February, 2002, the City of Gautier completed its annexation process, which tripled the size of our city. The annexation included large areas of land to the west and north of the city. The annexation increased population by approximately fifty percent and positioned the city for additional growth along the Mississippi Highway 57 (MS 57) and U.S. Highway 90 (US 90) corridors. It also placed legal requirements for expansion of city services and infrastructure to the newly annexed areas.

Government

Gautier operates under a progressive and business-friendly "City Manager-Council" structural form, in which the city and city employees are directed by a professional city manager. Oversight is provided by City Council with one member elected from each ward, one member elected at large and one member elected as mayor. The mayor serves as chairman for council meetings and honorary representative of the city. Both the Mayor and the members of the City Council are elected for concurrent four-year terms.

LEGISLATIVE PRIORITIES

General Principles

Gautier supports legislation to foster economic prosperity along the Gulf Coast and protect the City's ability to provide basic municipal services to its citizens.

- Defend against state revenue reductions or legislation that hampers the City's ability to extend basic city services.
- Protect shared state revenue sources available to the City, and provide new revenue options and flexibility in the use of existing revenues.
- Support long-term sustainability efforts related to City financial, environmental and transportation goals.

City of Gautier 2015 Legislative Priorities

1. Gautier opposes any new mandates that draw on City resources, and opposes any further shifting of costs or services from federal and state government to cities.

2. Gautier supports an overhaul to the 1972 Growth Management Act as it relates to requirements for the rezoning of property. Changes are necessary in the interest of sustainability and economic development.

3. Gautier supports special legislation to create a pilot program for the elimination of blight and to encourage the redevelopment of commercial and residential areas. The "Community Redevelopment and Restoration Act", grants pilot communities the authority to rebate redevelopers a portion of the increase in the local government's new sales tax generated from the project.

4. Gautier supports legislation to repeal Senate House Bill No. 3100, Section 42 Housing Law.

5. Gautier supports legislation to repeal the 1987 Certificate of Need process for hospital facilities.

6. Gautier supports all efforts on behalf of the Mississippi Gulf Coast Community College's Jackson County Campus.

LEGISLATIVE PRIORITIES

1. **Gautier opposes any new mandates that draw on City resources, and opposes any further shifting of costs or services from Federal and State Government to cities.**

   July 1, 2014, the Gautier Mayor and Council approved Resolution 54, a resolution responding to the Environmental Protection Agency's proposed new rule to define "Waters of the U.S." and place local drainage ways under the permitting and regulatory authority of the U.S. Army Corp of Engineers. The city joins other governments nationwide who object to the proposed over-reach. The result is a gross hindrance to private property rights and unfunded mandates, by giving the federal government discretion on a case-by-case basis of what constitutes "water of the US". As Gautier is surrounded by waterway on three sides and thousands of miles of waterways, the proposed rule is a major threat to sustainability and sovereignty.

2. **Gautier supports an overhaul to the 1972 Growth Management Act as it relates to requirements for the rezoning of property, in the interest of sustainability and economic development.**

   An overhaul to Mississippi's Growth Management Act is long overdue, considering how both the world economy and local community development practices have changed in the last forty years. Rezoning is only one component of the GMA that needs updating. However, this law has become a choking point for smart growth. The solution is to allow economic development to be a legally permissible justification for the "need" to rezone, if the rezoning request is made by the property owner, and not government.

   Furthermore, rezoning property *only* after there is a change in the character of the land is reactionary; it is the stark opposite of sound planning. For the purposes of conservation and sustainability, governments must be permitted to rezone property prior to a change in the character of the land.

   State law requires either an error in the initial zoning; a change in the character of the use of the land; or some compelling "need" before existing zoning may be changed. The Mississippi Supreme Court has found that the law does not allow a municipality to consider the finding of "need" to be justified by economic development. This greatly hinders private property rights. Governments base their Official Zoning Map on a long-rage comprehensive plan which does not provide for a response to unforeseen opportunity. Governments cannot anticipate physical, cultural, and economic obstacles or opportunities. Government should not be dictating the free market by rigid laws which do not allow for consideration of free market opportunities. Private property owners should be able to request a rezoning public hearing in consideration of the best use of their property. However, existing law

prohibits most privately-initiated rezoning requests because a government is unclear how to justify "need" by data and analysis, if economic development is not a consideration.

3. **Gautier supports special legislation to create a pilot program for the elimination of blight and to encourage the redevelopment of commercial and residential areas. The "Community Redevelopment and Restoration Act", authorizes pilot communities the authority to rebate redevelopers a portion of the increase in the local government's new sales tax generated from the project.**

The purpose of the pilot legislation is to utilize these cities as a testing ground for measuring the "before and after" applications of economic revitalization incentives to eliminate slum and blight. The pilot program allows for the creation of a Community Redevelopment Area (CRA) which allows for "home rule" local decision-making to address community redevelopment needs.

The CRA does not affect school or state share of taxes. The district merely allows for the CRA Board to enter into a development agreement to rebate a developer with local public funds based on the increment of new sales tax generated by the project. The project must be a redevelopment project within in area recognized as "blighted". The remaining portion of the increase in sales tax may be used to revitalize areas within the CRA district.

Currently municipalities have no way to directly incentivize commercial developers to renovate existing privately owned buildings for reuse/redevelopment. This is not the case for most other states. Not being able to attract this type of investment results in:

- Increased debt burden by cities utilizing bonds and loans as opposed to development agreements to address community development needs
- Loss of commercial development projects
- Increase in commercial blighted properties/vacant buildings
- Increase in sprawl, as it is more financially feasible to construct new buildings as opposed to redeveloping existing commercial buildings.

Community Redevelopment Areas: What, When, and How

CRAs, as they are known, are quite common in other states. Local governments are able to designate areas as Community Redevelopment Areas when certain conditions exist. Since all the monies used in financing CRA activities are locally generated, CRAs are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans.

Who is the Community Redevelopment Authority?

The activities and programs offered within a Community Redevelopment Area are administered by either the City Council or a created "Board". A local government may establish multiple CRA districts within its designated Urban Renewal Area, yet there may be only one Board. Each district must maintain separate trust funds, and expend those funds only in that district.

What is a Community Redevelopment Plan?
The Board is responsible for developing and implementing the redevelopment plan that includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area.

Examples of traditional projects include: streetscapes and roadway improvements, building renovations, new building construction, flood control initiatives, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks and street tree plantings. The plan can also include redevelopment incentives such as grants and loans for such things as façade improvements, sprinkler system upgrades, signs, and structural improvements. The redevelopment plan is a living document that can be updated to meet the changing needs within the Community Redevelopment Area; however, the boundaries of the area cannot be changed without starting the process from the beginning.

CRAs are a specifically focused financing tool for redevelopment. The Board does not establish policy for the cities – they develop and administer a plan to implement that policy. The Board has certain powers that the city by itself may not do, such as leverage local public funds (sales tax). In summary, the CRA does not affect school or state share of taxes. The district merely allows for the Board to enter into a development agreement to rebate a developer with a portion of the new sales tax generated by the project. The remaining increase in new sales tax can be used to leverage loans, bonds, or other existing incentives for the revitalization of blighted areas, within the CRA.

4. Gautier supports legislation to repeal Senate House Bill No. 3100, Section 42 Housing Law.

For the last eight years, local governments have struggled under the burden of an unfair and expensive law that allows some of the most valuable properties in our counties to escape payment of local property taxes. The continuing situation has serious ramifications for county and city budgets, on school district funding and on the property tax burdens of other hard working local taxpayers.

These federally subsidized developments (called Section 42 properties because their owners receive extremely valuable federal subsidies under Section 42 of the IRS Code in exchange for building them) provide low and moderate income housing. In 2005, the Mississippi Legislature passed a law giving the owners of these multi-million dollar developments another large tax benefit resulting in their payment of little, if any, local property taxes. The bottom line is that for the last eight years, these taxpayers' unfair avoidance of local tax liability has resulted in a substantial loss of revenue to local governments, from hundreds of thousands to millions of dollars, depending on the county in question. As a consequence, the tax breaks have caused an unfair and disproportionate shifting of tax burdens in counties and cities across the state to single family homeowners and less valuable multi-family housing properties, some of which are losing tenants to the federally subsidized

properties and struggling to remain in business. Jackson County needs your help to change this law.

Local governments have had enough. The day is fast approaching when local millage rates will have to be raised in order to provide basic services like road maintenance, police and fire protection and public education to the residents of these developments whose owners do not pay a proportionate share of local taxes, and in some cases no taxes, to help pay for these services.

As a result of the recent court decision, Gautier will be required to refund these section 42 housing developers $101,885.00 and an additional $833,000.00 over the life of the project, or $32,000 per year.

Counties, municipalities and local school districts are once again marshaling resources to convince the legislature to correct this inequity and restore tax fairness to our local communities. We call on our local legislators to vote to repeal the 2005 law that allows Section 42 developments to avoid payment of local taxes that other, less financially able taxpayers are being required to pick up. Property taxes should be based on the local property's true value determined by taking into consideration all factors that lend value to that property. Preventing that in all cases but in the case of these federally subsidized properties is an injustice that can no longer be tolerated. Our legislators must be responsive to this unified cry for help from local governments and schools across the state if they are to retain reputations as supporters of their local constituents and their interests rather than the interests of wealthy developers.

5. **Gautier supports legislation to repeal the 1987 Certificate of Need process for hospital facilities (House Bill 457).**

The antiquated 1974 Certificate of Need process critically hampers the free competition of medical services, driving up costs and severely limiting access to quality healthcare. It's time for Mississippi to remove its certificate-of-need requirement that limits where hospitals, nursing homes and other health care facilities can open and what services they can offer. Facilities that have CONs have a seemingly financial interest in keeping the system in place to minimize their potential competition. The CON process is incredibly lengthy and competing health care facilities get bogged down in protracted legal battles to deny the issuance of a CON rather than let the free market determine the need and demand. For example, if a nursing home wants to add beds or if a medical office wants to add a magnetic resonance imaging machine, each would need to file a CON application that lists details of the proposal, including the cost.

On its website, the Mississippi State Department of Health publishes a timetable for trying to get a certificate of need. Even without opposition from a competing facility, it takes months during a volatile market given federal healthcare reform. With opposition, it can drag on for years, with no guarantee an applicant will be granted a CON. It is time to repeal this 1974 law for the growth of the health care industry, the Coast's medical corridor, and the State.

6. **Gautier supports all efforts on behalf of the Mississippi Gulf Coast Community College's Jackson County Campus.**

   The Jackson County campus is a vital part of Gautier's community. It boasts a strong workforce development program through on-going training partnerships with such Jackson County industries as Huntington Ingalls and ChevronTexaco. MGCCC promotes its community by partnering with local industries such as WLOX TV, The ChevronTexaco Pascagoula Refinery, and Keesler Federal Credit Union. MGCC's campus provides top notch cultural and performing arts facilities.

   The Estuarine Education Center (EEC) provides a great service to the community, giving residents and visitors tourism opportunities, including birding, photography and paddling. The center is a hub of experientially-based learning, and it will expand environmental and marine technology educational offerings, and add natural resource management and outdoor recreation leadership opportunities, for associate degree programs, community-based outreach programs, and research-based programs.

SUPPORTING DOCUMENTS

Order authorizing the City Manager to forward the 2015 Legislative Priorities Packet to Mississippi Legislators

Resolution for the Repeal of Senate Bill No.3100, Section 42 Housing Law

Resolution 54, A Resolution responding to the Environmental Protection Agency's proposed new rule to define "Waters of the U.S." and place local drainage ways under the permitting and regulatory authority of the U.S. Army Corp of Engineers.

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

ORDER NUMBER 262-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Agreement with the Mississippi Department of Wildlife, Fisheries and Parks (MDWFP) for a 2015 Youth Participation Initiative Program for the archery range at Shepard State Park is hereby authorized.

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

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 18, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants & Projects Manager

Through: Chandra Nicholson, Director of Economic Development & Planning

Date: November 5, 2014

Subject: Mississippi Department of Wildlife, Fisheries and Parks Grant Agreement for the 2015 Youth Participation Initiative Program-Archery at Shepard State Park

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REQUEST:
The Economic Development and Planning Department requests City Council authorization to enter into a Grant Agreement with the Mississippi Department of Wildlife, Fisheries and Parks (MDWFP) for a 2015 Youth Participation Initiative Program for the archery range at Shepard State Park.

BACKGROUND:
The Youth Participation Initiative Program was established in 2009 to provide funding for the purpose of educating children in the areas of hunting, fishing, conservation, and safety. The Mississippi Department of Wildlife, Fisheries and Parks encourages applicants to focus on the education, recruitment, or retention of youth in the areas listed above or in any safety issues arising from the areas of hunting, fishing, or conservation.

DISCUSSION:
The City of Gautier is in the process of building an outdoor archery range at Shepard State Park with 28 certified lanes for dual use with circular targets and 3-D foam animal targets. The total cost of this project is estimated at $12,736.00. The City requested and has received a Youth Participation Initiative Program grant award from the MS Department of Wildlife, Fisheries and Parks for $3,600 to cover some of the cost of materials for the target houses. It is expected that a new archery club or league will promote the range to school-age children and that that archery skills, safety and sportsmanship will be taught.

RECOMMENDATION:
The Economic Development and Planning Department recommends that City Council authorize acceptance of the FY2015 Grant Agreement from the MS Department of Wildlife, Fisheries and Parks for the archery range at Shepard State Park as outlined above.

The City Council may:

1. Approve acceptance of the grant award and authorize entering into a Grant Agreement with MDWFP as presented; or
2. Approve acceptance of the grant award and authorize entering into a Grant Agreement with MDWFP with some changes; or
3. Disapprove acceptance of the grant award.

ATTACHMENT(S):
2015 Youth Participation Initiative Program Grant Agreement

Award No. 05-2015

2015 Youth Participation Initiative Program

AGREEMENT

This Agreement ("Agreement") is entered into between the State of Mississippi, Department of Wildlife, Fisheries and Parks, located at 1505 Eastover Drive, Jackson, Mississippi 39211-6374, and City of Gautier ("Recipient"), located at 3330 Highway 90 Gautier, MS 39553 .

The MDWFP is awarding the Recipient $ 3,600.00 in funds to create, coordinate and administer the program " Shepard State Park Archery Range " ("Program"), as more fully described in Recipient's proposal ("Proposal") attached hereto as Appendix A.

Recipient expressly acknowledges and agrees to comply fully with the following terms and conditions in connection with the acceptance of this grant ("Grant"):

Recipient's Program and Use of Funds:

1. a. Recipient agrees that all funds it receives under this program shall be used exclusively for the purposes specified in Recipient's Proposal, as approved.

   More specifically, no funds may be used for any unrelated, unnecessary or indirect expenses (e.g. salaries, overhead, office supplies, etc.). MDWFP shall have final approval on what may or may not be an appropriate expense.

   b. In the event that Recipient's Proposal includes the use of Program Funds to purchase certain items of "equipment" as that term is defined by the Office of Purchasing and Travel of the Mississippi Department of Finance and Administration, state purchasing laws, rule and regulations, Recipient must make a good faith effort to comply with the requirements of applicable purchasing regulations. Such items may include, but are not limited to, firearms, all-terrain vehicles, Global Positioning System (GPS) devices, and similar items. The MDWFP will assist the Recipient in identifying any "equipment" items contained in the Recipient's Proposal. Should Recipient have any question as to whether or not any item intended to be purchased for its Program is or is not "equipment," Recipient shall contact the MDWFP for technical assistance. Any "equipment" purchased with Program Funds must be inventoried by the Recipient and maintained in as good condition as when purchased, less normal wear and tear. At the end of the Program period, Recipient shall transfer any and all "equipment" items to the MDWFP, unless such items will be used in future programs as agreed between the parties.

2. Recipient shall notify MDWFP in writing of any significant changes regarding the use of funds or any modifications to scheduled Program events and/or activities as originally proposed by Recipient in carrying out the intentions of the Proposal. Any changes regarding the use of funds or any modifications to scheduled Program events and/or activities are subject to the prior written approval of the MDWFP.

3. Recipient hereby warrants that all activities performed in connection with Recipient's Program under this Agreement will comply with all applicable federal, state or local laws, statutes, codes, circulars or other governmental restrictions.

4. At all times during the Program Period, Recipient shall maintain, and shall make available to MDWFP or any State or Federal agency authorized to audit MDWFP, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. Any and all records maintained by Recipient in connection with the Program are required to be copied and attached to the final report submitted to MDWFP.

OPERATIONS AND REVIEW

5. Unless the proposed project involves a mutually agreed upon MDWFP partnership, Recipient expressly acknowledges that the MDWFP will not have any direct or indirect supervision or control over Recipient's Program or spectators of, or participants in, Recipient's Programs. In the event that Recipient's Program incorporates the use of firearms or involves activities that could result in bodily injury or death or other loss, Recipient shall ensure that proper supervision and safety procedures are followed at all times. The Recipient shall name "Mississippi Department of Wildlife, Fisheries, and Parks, and its affiliates" in any liability waiver and release that the, Recipient distributes in connection with any Program organized using Program funds.

6. Recipient shall acknowledge the contribution of the MDWFP to Recipient's Program by conspicuously including the MDWFP's logo and the following statement in all Recipient issued Program press releases, signage, clothing, brochures or other public communications:

   "This project is supported by the 2015 Youth Participation Initiative Program of the Mississippi Department of Wildlife, Fisheries, and Parks."

7. MDWFP may, at its own expense, periodically monitor and conduct an evaluation of the Recipient's Program. Recipient agrees to fully cooperate with MDWFP and provide all necessary assistance in connection with such evaluation.

PROGRAM REPORTS

8. **Final Report: Within 15 days of the project completion date, Recipient shall furnish the MDWFP with a written final report regarding Recipient's Program (including copies of any advertisements, press releases, brochures or other promotional material created and used in connection with the Program). Recipient's final report must also include a summary of accomplishments, how many youth were reached through the program, copies of any receipts used in connection with Program funds. The final report shall be submitted to the Youth Outreach Coordinator, Karri Fulton.**

Any funds not used by the Recipient are automatically forfeited to the Youth Participation Initiative Program and shall be returned with the final report in the form of a check made payable to MDWFP -Youth Participation Initiative.

REVERSION AND TERMINATION OF PROGRAM

9. MDWFP may, at its option, suspend and/or terminate the Program, reduce the amount of funds awarded to Recipient, recover any unexpended funds, and/or refuse to fund Recipient in future years, if Recipient fails to comply with any of the provisions of this Agreement or, if in MDWFP's sole judgment, Recipient becomes unfit or unable to complete the Program as described in Recipient's Proposal within the Program Period.

Any funds not used by the Recipient are automatically forfeited to the Youth Participation Initiative Program and shall be returned with the final report in the form of a check made payable to MDWFP -Youth Participation Initiative.

SPECIAL CONDITIONS

10. Recipient shall grant to MDWFP the nonexclusive, royalty-free rights. Including the non exclusive, royalty-free rights in copyright, to reproduce, publish or otherwise use, and to authorize others to duplicate or use, any Program materials developed by Recipient under the Program, including Recipient's Program proposal, in whole or in part, without further compensation to or recognition of Recipient, its representatives or contractors.

11. The MDWFP and Recipient agree that in the event of any conflict or inconsistency between this Agreement and Recipient's Proposal (Appendix A), this Agreement shall prevail.

GENERAL TERMS and CONDITIONS

12. Availability of Funds. It is expressly understood that the fulfillment of the conditions of this Agreement by MDWFP is conditioned upon the receipt of state and/or federal funding, and any cessation or reduction of funding shall, at the option of MDWFP, constitute grounds for the voidance of this Agreement.

13. Compliance with Laws. Recipient shall comply with all applicable laws, regulations, policies, and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions that may affect the performance of duties under this Agreement. More specifically, Recipient shall not discriminate against any employee or participant, nor shall any party be subject to discrimination in the performance of this Agreement, because of race, creed, color, sex, age, national origin or disability.

IN WITNESS WHEREOF, this Grant Agreement has been entered into and executed by the parties hereto in duplicate originals.

This _____ day of _____, 2014.

Mississippi Department of Wildlife, Fisheries, and Parks

_____
Sam Polles, Ph.D.
Executive Director

RECIPIENT

_____
Name:

_____
Title:

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

ORDINANCE NUMBER 223-2014

AN ORDINANCE OF THE PLANNING COMMISSIOM OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; REZONING ARTICLE V, ZONING REGULATIONS AND SPECIFIC REGULATIONS, TO ALLOW A BED AND BREAKFAST AS A CONDITIONAL USE-MAJOR IN A R-1 ZONED DISTRICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE ZONING REQUIREMENTS OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Section 1. Authority & Intent

A. The authority for enactment of this ordinance is contained in Section 5.2.2 of the City's Unified Development Ordinance.
B. The Planning Commission finds that there is a need for bed and breakfast in an R-1 Low Density Single Family.
C. The Planning Commission finds the creation of a bed and breakfast in an R-1 Low Density Single Family Residential to be consistent with the goals of the Comprehensive Plan.

Section 2. Amendment of Article V

Article V, Zoning Districts and Regulations, is hereby amended to wit (delete strike-thru):

5.2.2 Uses Permitted by Right and Conditional Uses

No use shall be established in any zoning district unless it is expressly designated by this Ordinance as a "P-permitted use" or "C-conditional use-major" or "c-conditional use-minor". The range of uses allowed as "Permitted Uses and Structures," "Conditional Uses," in each zoning district are summarized in Tables 3, 4 and 5. In the event of a conflict between tables of this Ordinance, the text shall control. The intent of the underlying Future Land Use category of the Comprehensive Plan determines allowable uses in the PUD District.

Table No. 3: Uses Permitted in Residential Districts							
		AG	**RE**	**R-1**	**R-1A**	**R-2**	**R-3**
	Accessory Buildings *(In*	P	P	P	P	P	P

Table No. 3: Uses Permitted in Residential Districts							
		AG	RE	R-1	R-1A	R-2	R-3
	accordance with Article VI)						
	Adult Day Care Center, Commercial	C				C	
	Apartment Building-less than 45' in height				P	P	
	Apartment Building – 46' to 60' in height.					P	
	Assisted Living Facility					C	
	Bed and Breakfast			C			
	Boarding House					C	
	Cemetery and/or Columbarium	C		C	C	C	C
	Child Care Facility	c				c	
	Church or Place of Worship	C		c	c	C	
	Country Club	c	C	c	c	c	
	Clubhouse or Lodge	c	c			P	
	Cluster Development						
	Community Center	c	c	c	c	c	c
	Condominium, Residential (less than 45' in height).					P	
	Condominium, Residential (46' to 60' in height).					P	
	Conservation Subdivision	P	P				
	Dwelling, Mobile Manufactured Home	C					P
	Dwelling, Multi-family					P	
	Dwelling, Single-family, Attached				C		
	Dwelling, Single-family, Detached	P	P	P	P		P*
	Dwelling, Two-family				C		
	Farm	P					
	Garage or carport, Private as an Accessory Use	P	P	P	P	P**	P
	Garage Apartment (As an accessory Use)	c	C	c	C	C	C

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon approval by the City Council and signature of the Mayor.

Motion made by Councilman Colledge that by clear and convincing evidence that by the testimony made tonight that there was probably a mapping error and that the City Council recommends approval of a zoning change of R-1 Low Density Single Family Residential District to allow a Bed & Breakfast uses as a Conditional Use Major. Councilman Anderson seconded the motion and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: Johnny Jones
Hurley Ray Guillotte
Casey Vaughan

Motion passed.

Adopted: **November 18, 2014**

_____
Gordon Gollott, Mayor

Attest:

_____
Cindy Russell, City Clerk

Approved as to form and legal sufficiency.

_____
Josh Danos, City Attorney

New language is underlined.
Deleted language is ~~stricken~~.
To Be Codified.

QUASI-JUDICIAL PROCEDURES

1. Announcement of Matter. Read the matter title to be considered.

2. Swear the Witnesses. All witnesses, parties, citizen participants and City Staff who plan to speak at the hearing shall collectively be sworn at the beginning of the hearing by the City Attorney.

3. Ex Parte Disclosure. All members must disclose on the record any ex parte communications, to include any physical inspections of the subject property. The disclosure should include with whom any communication has taken place, a summary of the substance of the communication, and the date of the site visit, if any. If anyone has received written communications, the writing must be presented, read into record or a copy provided to all participants, and made a part of the official record.

4. Applicant Presentation.

5. Questions directed to Applicant. The applicant should answer any questions by the public, the Planning Commission, or others.

6. Staff Presentation. This includes presentation of the staff report into the official record.

7. Objections from Applicant. Confirm whether there are objections from the applicant regarding the staff report or development order.

8. Questions directed to Staff. The staff answers any questions by the public, the Planning Commission, or others.

9. Public Comments. Members of the public should be allowed to make comments regarding the application.

10. Applicant rebuttal/final comments

11. Staff rebuttal/final comments

12. Call for final questions.

13. Close public portion of the hearing.

14. Motion & Deliberation. Planning Commission makes a motion, and debates and deliberates regarding the application and development order.

15. Vote.

16. Close the quasi-judicial proceeding.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Chandra Nicholson, Economic Development & Planning Director

Date: November 12, 2014

Subject: Consideration of a Citywide Comprehensive Rezoning of R-1 Low Density Single-Family Residential Districts (City Initiated) to allow a Bed and Breakfast and Child Care Center as a Conditional Use (GPC #14-21-RZ)

REQUEST:

Gautier Planning Commission recommends the City Council approve an amendment to the R-1 Low Density Single Family Residential zoning district to allow a child care center and a bed and breakfast as a Conditional Use-Major.

The city attorney has reviewed for legal sufficiency and finds that the Mississippi Annotated Code (MAC) requires changes in a residential zone permitting commercial uses must be processed as a comprehensive rezoning.

BACKGROUND:

The City's Unified Development Ordinance (UDO) does not permit a child care center in an R-1 Zoning district nor a bed and breakfast. Section 4.16 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Requirements.

A Public Hearing was conducted on Thursday, November 6, 2014 by the Gautier Planning Commission.

Staff provided findings that the request met the requirements of applicable law. (See attached GPC Staff Report)

DISCUSSION:

The City's Unified Development Ordinance (UDO) does not currently allow a **child care center** in an R-1 Low Density Single-Family Residential Zoning District, however, the R-1 zoned area has existing structures that can only be utilized for commercial development or they sit vacant

becoming an eyesore to the neighborhood. The Comprehensive Plan for future land uses does allow for schools to be placed in these residential areas.

In addition, the City's Unified Development Ordinance (UDO) does not currently allow a **Bed and Breakfast** in an R-1 Low Density Single-Family Residential Zoning District, however, larger homes that are considered to be historical and/or suitable for a bed and breakfast are usually located in residential zoning districts. The Comprehensive plan for future land uses allows for the design characteristics of big lots in which these houses are located upon. The utilization of these houses as a bed and breakfast is good businesses for the City.

The proposed rezoning would allow a child care center and a bed and breakfast in an R-I Low Density Single Family Residential Zoning District. Both additions to the UDO are based on repeated feedback from citizens, and the fact the Comprehensive Plan anticipates such uses but the UDO fails to currently provide for them.

REVIEW CRITERIA:

To determine the appropriateness of the request, the City Council shall consider the following criteria.

A. The existing zoning in the subject area is not in accordance with the Comprehensive Plan, **and**

B. The need for additional land in the City having the same zoning classification as the one proposed; **and**

C. A substantial change in the land use character of the surrounding area that justifies the change in zoning; **or**

D. The probability of a mapping error in the Comprehensive Plan or the Unified

CONCLUSION AND RECOMMENDATION:

Based on the evidence of the probability of a mapping error in the Unified Development Ordinance, the Gautier Planning Commission recommends that the City Council approve the rezoning request.

Based on the required Review Criteria established by Section 4.16 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the City Council may:

1. Find that there is a probability of a mapping error in the Unified Development Ordinance has occurred **AND THEREFORE** approve the Ordinance to provide a citywide Comprehensive Rezoning; or
2. Deny the citywide Comprehensive Rezoning.

ATTACHMENTS:

1. Draft Ordinance
2. Staff Report as Submitted to the GPC with Back-Up
3. GPC Minutes Excerpt Dated November 7, 2014

ORDINANCE

(~~Strike thru~~ old/Underline new)

AN ORDINANCE OF THE PLANNING COMMISSIOM OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; REZONING ARTICLE V, ZONING REGULATIONS AND SPECIFIC REGULATIONS, TO ALLOW A CHILD CARE CENTER AS A CONDITIONAL USE-MAJOR IN A R-1 ZONED DISTRICT; ARTICLE V, ZONING REGULATIONS AND SPECIFIC REGULATIONS, TO ALLOW A BED AND BREAKFAST AS A CONDITIONAL USE-MAJOR IN A R-1 ZONED DISTRICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE ZONING REQUIREMENTS OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Section 1. Authority & Intent

The authority for enactment of this ordinance is Section 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a comprehensive rezoning is necessary to provide for the orderly growth and development of the City. A public hearing was held before the Gautier Planning Commission on November 7, 2014, after giving due public notice pursuant to the Public Hearing Process of the City's Unified Development Ordinance. The Commission recommended that Council approve the zoning change to allow a bed and breakfast and a child care center, commercial, in an R-1 Zoning District as a Conditional Use-Major. The City Council conducted a public hearing on November 18, 2014.

SECTION 2. PROPERTY REZONED.

This is a citywide rezoning of R-1 Low Density Single-Family Residential Zoning Districts.

SECTION 3. FINDINGS OF FACT.

The Planning Commission finds the probability of a mapping error in the Unified Development Ordinance has occurred, in that bed and breakfast uses and child care center uses were allowed with Special Exceptions in R-1 Zoning Districts prior to the adoption of the Unified Development Ordinance in 2009.

Section 4. Amendment of Article V

Article V, Zoning Districts and Regulations, is hereby amended to wit (delete strike-thru):

5.2.2 Uses Permitted by Right and Conditional Uses

No use shall be established in any zoning district unless it is expressly designated by this Ordinance as a "P-permitted use" or "C-conditional use-major" or "c-conditional use-minor". The range of uses allowed as "Permitted Uses and Structures," "Conditional Uses," in each zoning district are summarized in Tables 3, 4 and 5. In the event of a conflict between tables of this Ordinance, the text shall control. The intent of the underlying Future Land Use category of the Comprehensive Plan determines allowable uses in the PUD District.

Table No. 3: Uses Permitted in Residential Districts							
		AG	**RE**	**R-1**	**R-1A**	**R-2**	**R-3**
	Accessory Buildings *(In accordance with Article VI)*	P	P	P	P	P	P
	Adult Day Care Center, Commercial	C				C	
	Apartment Building-less than 45' in height				P	P	
	Apartment Building – 46' to 60' in height.					P	
	Assisted Living Facility					C	
	Bed and Breakfast			C			
	Boarding House					C	
	Cemetery and/or Columbarium	C		C	C	C	C
	Child Care Center, Commercial	c		C		c	
	Church or Place of Worship	C		c	c	C	
	Country Club	c	C	c	c	c	
	Clubhouse or Lodge	c	c			P	
	Cluster Development						
	Community Center	c	c	c	c	c	c
	Condominium, Residential (less than 45' in height).					P	
	Condominium, Residential (46' to 60' in height).					P	
	Conservation Subdivision	P	P				
	Dwelling, Mobile Manufactured Home	C					P
	Dwelling, Multi-family					P	

Tabl	No. 3: Uses Permitted in Residential Districts						
		AG	**RE**	**R-1**	**R-1A**	**R-2**	**R-3**
	Dwelling, Single-family, Attached				C		
	Dwelling, Single-family, Detached	P	P	P	P		P*
	Dwelling, Two-family				C		
	Farm	P					
	Garage or carport, Private as an Accessory Use	P	P	P	P	P**	P
	Garage Apartment (As an accessory Use)	c	C	c	C	C	C

Section 5. Conflicts
All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 6. Severability
If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7. SETTING EFFECTIVE DATE AND APPEAL
This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

Adopted: _____ _____
Gordon Gollott, Mayor

Attest: Approved as to form and legal sufficiency.

_____ _____
Cindy Russell, City Clerk Josh Danos, City Attorney

New language is <u>underlined.</u>
Deleted language is ~~stricken~~.
To Be Codified.

Gautier Planning Commission

Regular Meeting Agenda

November 6, 2014

Comprehensive Rezoning
GPC 14-21-RZ

VII. NEW BUSINESS

A. QUASI-JUDICIAL

1. REQUEST FOR A ZONING CHANGE IN AN R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL ZONING DISTRICT TO ALLOW DAYCARE FACILITIES AND BED AND BREAKFAST USES AS A CONDITIONAL USE-MAJOR. (GPC #14-21-RZ)

QUASI-JUDICIAL PROCEDURES

1. Announcement of Matter. Read the matter title to be considered.

2. Swear the Witnesses. All witnesses, parties, citizen participants and City Staff who plan to speak at the hearing shall collectively be sworn at the beginning of the hearing by the City Attorney.

3. Ex Parte Disclosure. All members must disclose on the record any ex parte communications, to include any physical inspections of the subject property. The disclosure should include with whom any communication has taken place, a summary of the substance of the communication, and the date of the site visit, if any. If anyone has received written communications, the writing must be presented, read into record or a copy provided to all participants, and made a part of the official record.

4. Applicant Presentation.

5. Questions directed to Applicant. The applicant should answer any questions by the public, the Planning Commission, or others.

6. Staff Presentation. This includes presentation of the staff report into the official record.

7. Objections from Applicant. Confirm whether there are objections from the applicant regarding the staff report or development order.

8. Questions directed to Staff. The staff answers any questions by the public, the Planning Commission, or others.

9. Public Comments. Members of the public should be allowed to make comments regarding the application.

10. Applicant rebuttal/final comments

11. Staff rebuttal/final comments

12. Call for final questions.

13. Close public portion of the hearing.

14. Motion & Deliberation. Planning Commission makes a motion, and debates and deliberates regarding the application and development order.

15. Vote.

16. Close the quasi-judicial proceeding.

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Erica Greene, City Planner

Date: October 31, 2014

Subject: Consideration of Zoning Change in an R-1 Low Density Single Family Residential Zoning District (City Initiated) to allow Daycare Facilities and Bed and Breakfast uses as a Conditional Use-Major (GPC #14-21-RZ).

REQUEST:

The Economic Development Director directed Staff to draft an amendment to the R-1 Low Density Single Family Residential zoning district to allow a child care facility and a bed and breakfast as a Conditional Use-Major.

The city attorney has reviewed for legal sufficiency and finds that the Mississippi Annotated Code (MAC) requires changes in a residential zone permitting commercial uses must be processed as a comprehensive rezoning.

BACKGROUND:

History

The City's Unified Development Ordinance (UDO) does not permit a child care facility in an R-1 Zoning district nor a bed and breakfast. Section 4.16 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Requirements. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change and the relationship of the proposed change to the goals, objectives and policies of the Comprehensive Plan. The GPC shall include in its recommendation to the City Council findings and any information which it deems relevant to issues relating to the proposed rezoning.

The Amendment Process

Amendments to the Unified Development Ordinance may be initiated by the City Council, the Gautier Planning Commission (GPC), the City Staff, or by a citizen. The process requires that the GPC review and forward a recommendation to the City Council on the proposed amending ordinance(s).

The City Council may consider approval after a public hearing based on the application and the relevant support materials, testimony at the public hearing, the GPC recommendation, and the Staff Report.

DISCUSSION:

The City's Unified Development Ordinance (UDO) does not currently allow a child care facility in an R-1 Single Family Residential zoned area. However the zoned area has existing structures that can only be utilized for commercial development or they sit vacant becoming an eyesore to the neighborhood. The Comprehensive Plan for future land uses allows for schools to be placed in this area.

Based on the below analysis, staff finds the change meets the sole requirement of item "D" and is therefore sufficient. The change meets requirements "A" and "B" as well.

A. The existing zoning in the subject area is not in accordance with the Comprehensive Plan, **and**

Staff finds the existing zoning in the subject area is not in accordance with the Comprehensive Plan because the Comprehensive plan allows for educational uses in residential areas (page 114, Comprehensive plan. This change would allow a Daycare Facility to be placed in an R-1 Single family Residential Zoning District. However, upon the approval of a Comprehensive Rezoning, the Comprehensive Plan will then become in accordance which places emphasis on suggested land uses similar to public and quasi-public uses such as churches and schools.

B. The need for additional land in the City having the same zoning classification as the one proposed; **and**

The Unified Development Ordinance, Section 5.3.3 describes R-1 Single Family Residential District as being an area where the principal use of land is for single-family detached dwelling units and related recreational facilities which complement the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

Staff finds that there is a need for additional land to allow for daycare uses; specifically in an R-1 Single Family Residential Zoning District. Staff further finds that the protection of residential areas requires day cares be permitted only as a Conditional Use-Major to ensure compatibility and controls

C. A substantial change in the land use character of the surrounding area that justifies the change in zoning; **or**

Staff finds that property owners of commercial buildings which once operated as daycares are currently not able to provide this services. Additionally from time to time citizens express a desire for daycares in residential areas. However, in keeping with the Comprehensive Plan, the future uses indicate a change. Rezoning this area will make this area in compliance.

D. The probability of a mapping error in the Comprehensive Plan or the Unified Development Ordinance has occurred.

Staff finds a probability in a mapping error in the Unified Development Ordinance exists. Daycares previously existed in the R-1 Zone, with a special permit. After the adoption of the 2009 UDO, this use was no longer delineated in the Table of Uses. However, the Comprehensive Plan allows for it. The UDO implements the Comprehensive Plan. Therefore the Staff finds the probability of an error. The Unified Development Ordinance show current zoning of an R-1 Single Family Residential to fit with the needs of the area. The Comprehensive Plan is a vision document for the future through the year 2030. As intensity of development increases a need for Daycare Facility in this area will be needed.

The City's Unified Development Ordinance (UDO) does not currently allow a Bed and Breakfast in an R-1 Single Family residential zoned area. In addition, larger homes that are considered to be historical and suitable for bed and breakfast are usually located in residential zoning districts. The Comprehensive plan for future land uses allows for the design characteristics of big lots in which these houses are located upon. The utilization of these houses as a bed and breakfast is good businesses for the City.

A. The existing zoning in the subject area is not in accordance with the Comprehensive Plan, and

Staff finds the existing zoning in the subject area is not in accordance with the Comprehensive Plan that would allow a Daycare Facility to be placed in an R-1 Single family Residential Zoning District. However, upon the approval of a Comprehensive Rezoning, the Comprehensive Plan will then become in accordance which places emphasis on suggested land uses similar to the design characteristics of large lots in this area.

B. The need for additional land in the City having the same zoning classification as the one proposed; and

The Unified Development Ordinance, Section 5.3.3 describes R-1 Single Family Residential District as being an area where the principal use of land is for single-family detached dwelling units and related recreational facilities which complement the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic

Staff finds that there is a need for additional land to be zoned in an R-1 Single

Family Residential Zoning District. Most Bed and Breakfast businesses are historical homes that are located in residential districts. Encompassing such properties and placing conditions for development to use these building with the intentions of creating business that complement the area will be good for business within the City.

C. A substantial change in the land use character of the surrounding area that justifies the change in zoning; or

Staff finds that property owners are currently not able to provide these services of a bed and breakfast. Additionally from time to time citizens express a desire for bed and breakfast in residential areas. However, in keeping with the Comprehensive Plan, the future uses indicate a change. Rezoning this area will make this area in compliance.

D. The probability of a mapping error in the Comprehensive Plan or the Unified Development Ordinance has occurred.

Staff finds a probability in a mapping error in the Unified Development Ordinance exists. A Bed and Breakfast previously existed in the R-1 Zone, with a special permit. After the adoption of the 2009 UDO, this use was no longer delineated in the Table of Uses. However, the Comprehensive Plan allows for it. The UDO implements the Comprehensive Plan. Therefore the Staff finds the probability of an error. The Unified Development Ordinance show current zoning of an R-1 Single Family Residential to fit with the needs of the area. The Comprehensive Plan is a vision document for the future through the year 2030. As intensity of development increases a need for Daycare Facility in this area will be needed.

The proposed rezoning allows a child care center and bed and breakfast in an R-I Low Density Single Family Residential zone. Both additions to the UDO are based on repeated feedback from citizens, and the fact the Comprehensive Plan anticipates such uses but the UDO fails to currently provide for them.

RECOMMENDATIONS:

The Planning Commission may:

1. Recommend that City Council approve the Comprehensive Zoning change to allow for a child care center and bed and breakfast in an R-1 area a a Conditional Use Major;
2. Recommend that City Council approve the Comprehensive Zoning with modifications; or
3. Recommend that City Council not approve the Comprehensive Zoning.

ATTACHMENTS:

1. Draft Ordinance

ORDINANCE

(~~Strike thru~~ old/Underline new)

AN ORDINANCE OF THE PLANNING COMMISSIOM OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; REZONING ARTICLE V, ZONING REGULATIONS AND SPECIFIC REGULATIONS, TO ALLOW A CHILD CARE FACILITY AS A CONDITIONAL USE-MAJOR IN A R-1 ZONED DISTRICT; ARTICLE V, ZONING REGULATIONS AND SPECIFIC REGULATIONS, TO ALLOW A BED AND BREAKFAST AS A CONDITIONAL USE-MAJOR IN A R-1 ZONED DISTRICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE ZONING REQUIREMENTS OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Section 1. Authority & Intent

A. The authority for enactment of this ordinance is contained in Section 5.2.2 of the City's Unified Development Ordinance.
B. The Planning Commission finds that there is a need for a child care facility and bed and breakfast in an R-1 Low Density Single Family.
C. The Planning Commission finds the creation of a child care facility and bed and breakfast in an R-1 Low Density Single Family Residential to be consistent with the goals of the Comprehensive Plan.

Section 2. Amendment of Article V

Article V, Zoning Districts and Regulations, is hereby amended to wit (delete strike-thru):

5.2.2 Uses Permitted by Right and Conditional Uses

No use shall be established in any zoning district unless it is expressly designated by this Ordinance as a "P-permitted use" or "C-conditional use-major" or "c-conditional use-minor". The range of uses allowed as "Permitted Uses and Structures," "Conditional Uses," in each zoning district are summarized in Tables 3, 4 and 5. In the event of a conflict between tables of this Ordinance, the text shall control. The intent of the underlying Future Land Use category of the Comprehensive Plan determines allowable uses in the PUD District.

Table No. 3: Uses Permitted in Residential Districts							
		AG	**RE**	**R-1**	**R-1A**	**R-2**	**R-3**
	Accessory Buildings *(In*	P	P	P	P	P	P

Table No. 3: Uses Permitted in Residential Districts							
		AG	**RE**	**R-1**	**R-1A**	**R-2**	**R-3**
	accordance with Article VI)						
	Adult Day Care Center, Commercial	C				C	
	Apartment Building-less than 45' in height				P	P	
	Apartment Building – 46' to 60' in height.					P	
	Assisted Living Facility					C	
	Bed and Breakfast			C			
	Boarding House					C	
	Cemetery and/or Columbarium	C		C	C	C	C
	Child Care Facility	c		C		c	
	Church or Place of Worship	C		c	c	C	
	Country Club	c	C	c	c	c	
	Clubhouse or Lodge	c	c			P	
	Cluster Development						
	Community Center	c	c	c	c	c	c
	Condominium, Residential (less than 45' in height).					P	
	Condominium, Residential (46' to 60' in height).					P	
	Conservation Subdivision	P	P				
	Dwelling, Mobile Manufactured Home	C					P
	Dwelling, Multi-family					P	
	Dwelling, Single-family, Attached				C		
	Dwelling, Single-family, Detached	P	P	P	P		P*
	Dwelling, Two-family				C		
	Farm	P					
	Garage or carport, Private as an Accessory Use	P	P	P	P	P**	P
	Garage Apartment (As an accessory Use)	c	C	c	C	C	C

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed

to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon approval by the City Council and signature of the Mayor.

Adopted: _____ _____

Gordon Gollott, Mayor

Attest: Approved as to form and legal sufficiency.

_____ _____

Cindy Russell, City Clerk Josh Danos, City Attorney

New language is <u>underlined.</u>
Deleted language is ~~stricken~~.
To Be Codified.

Excerpt from Gautier Planning Commission Meeting held November 6, 2014.

REQUEST:
QUASI-JUDICIAL – REQUEST FOR A ZONING CHANGE IN AN R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL ZONING DISTRICT TO ALLOW DAYCARE FACILITIES AND BED AND BREAKFAST USES AS A CONDITIONAL USE-MAJOR. (GPC#14-21-RZ)

RECOMMENDATION:
Commissioner Dailey made the motion stating that by clear and convincing evidence from the testimony made this evening that there was probably a mapping error and the Planning Commission recommends approval of a zoning change in an R-1 Low Density Single Family Residential zoning district to allow daycare facilities and bed and breakfast uses as a Conditional Use-Major. **Commissioner Walters** seconded the motion and the following vote was recorded:

AYES: **David Wooten**
Larry Dailey
Jimmy Green
Anthony York
Sandra Walters

NAYS: **Greg Spanier**

Motion passed.

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

RESOLUTION NUMBER 027-2014

The City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City") took up for consideration the matter of establishing appropriate policies and procedures regarding continuing disclosure obligations and thereupon Councilwoman Martin offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY") AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE CITY'S ANNUAL CONTINUING DISCLOSURE FILING REQUIREMENT PURSUANT TO RULE 15C2-12, AS AMENDED FROM TIME TO TIME; AUTHORIZING AND APPROVING THE FORM OF A MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE QUESTIONNAIRE (THE "QUESTIONNAIRE") AND THE FILING OF THE QUESTIONNAIRE WITH THE SECURITIES AND EXCHANGE COMMISSION; AUTHORIZING AND APPROVING THE FORM OF AND ADOPTION OF POLICIES AND PROCEDURES FOR CONTINUING DISCLOSURE/SEC RULE 15C2-12 COMPLIANCE; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule (the "Annual Filing");

WHEREAS, the Governing Body finds it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi to serve as dissemination agent and to prepare and distribute all necessary documents in connection with the City's Annual Filing and to approve the form of the engagement letter in connection with the City's Annual Filing;

WHEREAS, the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") was created by the SEC to encourage self-reporting by issuers of possible violations related to potential misrepresentations in offering documents concerning an issuer's prior compliance with continuing disclosure obligations through the filing of a Municipalities Cooperation Initiative Questionnaire for Self-Reporting Entities (the "Questionnaire");

WHEREAS, the Governing Body finds it is in the best interest of the City to participate in the Initiative and to approve the form/forms of the Questionnaire and to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi as special counsel to the City to submit the Questionnaire to the SEC and to approve the form of the engagement letter in connection with submission of the Questionnaire to the Initiative; and

WHEREAS, the Governing Body finds it is in the best interest of the City to monitor post issuance compliance in connection with the City's outstanding bond obligations and pursuant to the City's continuing disclosure agreements/certificates executed in connection with

the City's outstanding bond obligations and to approve the form of and execution of the Policies and Procedures For Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), to be dated as of the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Gautier, Mississippi, acting for and on behalf of the City, as follows:

SECTION 1. That the Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as dissemination agent and to compile the necessary information, with the assistance of the City, in connection with the City's Annual Filing, and the Mayor and the City Clerk of the City (the "Clerk") are hereby authorized and directed to execute and deliver the engagement letter, attached hereto as **EXHIBIT A**.

SECTION 2. The Governing Body of the City hereby approves the participation in the Initiative and the form of the Questionnaire and the Mayor and the Clerk of the City are hereby authorized and directed to execute said Questionnaire on behalf of the City, which said Questionnaire shall be in substantially the form attached hereto as **EXHIBIT B**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 3. The Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as special counsel to the City in connection with the participation in the Initiative, and the Mayor and the Clerk of the City are hereby authorized and directed to executed and deliver the engagement letter, attached hereto as **EXHIBIT C**. The Governing Body of the City hereby authorizes the Mayor and the Clerk of the City to assist Butler Snow LLP in connection with the participation in the Initiative.

SECTION 4. Butler Snow, LLP, Ridgeland, Mississippi is hereby approved to submit the Questionnaire for and on behalf of the City on or before December 1, 2014 to the SEC.

SECTION 5. The form of the Policy is hereby approved, and the Mayor and the City Clerk of the City are hereby authorized and directed to execute said Policy on behalf of the City. All provisions of the Policy, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which said Policy shall be in substantially the form attached hereto as **EXHIBIT D**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 6. The Mayor and/or City Clerk or any other authorized officer of the Governing Body, be, and they are hereby authorized and directed for and on behalf of the City, to take any and all such actions as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority.

SECTION 7. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but

only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following further discussion of the foregoing Resolution, Councilman Colledge seconded the motion for its adoption and the question being put to a roll call vote, and the result was as follows:

Councilman Adam Colledge	voted: YES
Councilman Rusty Anderson	voted: YES
Councilwoman Mary Martin	voted: YES
Councilman Gordon Gollott	voted: YES
Councilman Casey Vaughan	voted: YES
Councilman Hurley Ray Guillotte	voted: YES
Councilman Johnny Jones	voted: YES

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 18th day of November, 2014.

ATTEST: **ADOPTED:**

CLERK OF THE COUNCIL **MAYOR**

(SEAL)

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of November, 2014.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

(SEAL)

CITY OF GAUTIER
MEMORANDUM

To: Samantha D. Abell, City Manager

From: Cynthia Russell, City Clerk

Date: November 13, 2014

Subject: City of Gautier Retention of Butler, Snow, O'Mara, Stevens & Cannada, PPLC for Financial Disclosures

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REQUEST:

City Council action is requested to approve retaining Butler, Snow, O'Mara, Stevens & Cannada, PPLC for preparing and submitting the City of Gautier's Financial Disclosures.

BACKGROUND:

In the past, the City has retained Butler Snow to prepare and submit the Continuing Disclosure Information Statement in connection with the bonds. The last agreement was approved on February 18, 2014.

DISCUSSION:

Pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (MSRB) through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule (the "Annual Filing"). This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. This year's filing is due on or before March 31, 2015. Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed. The City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City. Total cost is not expected to exceed $1500.00. This is a budgeted item.

RECOMMENDATION:

Staff recommends approval to retain Butler Snow, O'Mara, Stevens & Cannada, PPLC to prepare and submit the City of Gautier's Financial Disclosures.

ATTACHMENT(S):

Exhibit A - Dissemination Agent Engagement Letter
Exhibit A - Standard Billing Terms and Charges for expenses
Exhibit B - Form of Questionnaire
Exhibit C - Special Counsel Engagement Letter
Exhibit A - Standard Billing Terms and Charges for expenses (Duplicate)
Exhibit B – Record Retention & Destruction Policy for Client Files
Exhibit C – Bond Issues Reported to SEC
Exhibit D – Policy
Exhibit A - Notice of Failure to File Annual Report
Exhibit B – Material Event Notice Cover Sheet

EXHIBIT A

DISSIMINATION AGENT ENGAGEMENT LETTER

November 4, 2014

VIA E-MAIL AT SABELL@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Samantha Abell, City Manager
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi 2015 Continuing Disclosure

Dear Ms. Abell:

We served as Bond Counsel in connection with various bond issues of the City. In the past, the City retained our firm to prepare and submit the City's Continuing Disclosure Information Statement in connection with the Bonds. It is once again time to prepare the current year's annual disclosure.

As you may recall, pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the (i) (a) Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"), and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"); and (ii) any public or private repository or entity designated by the State as a State repository for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repository"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. **This year's filing is due on or before March 31, 2015.** Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed. Additionally, the City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City.

Our fees hereunder will be based upon (i) our current understanding of the terms, the structure, size and schedule of the financings which may be represented hereunder, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the matters hereunder and (iv) the responsibilities we will assume in connection therewith. Based on

the foregoing, we estimate that our fees for legal services hereunder will be between $3,000 and $5,000.

This letter authorizes us to incur expenses and make disbursements on behalf of the City, which will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs. Attached as Exhibit A is the Butler Snow billing policy.

If you would like for us to handle this matter for you, please have this proposal approved and return a signed copy of this letter to us at your earliest convenience. Alternatively, if you do not wish for us to handle this matter for you, please sign the portion of this letter indicating same, and return it to us. If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP

Lucien L. Bourgeois

APPROVED BY:

Name:_____

Title:_____

We do not wish to retain Butler Snow LLP to prepare the Continuing Disclosure Information Statement for the City of Gautier.

Name:_____

Title:_____

Date:_____

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(via email to: jdanos@dwwattorneys.com)

Exhibit A

BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2014

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our payment terms are payment within **15 days** of receipt of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction	**No charge for routine reproduction (under 50 pages per day)**
Normal sized documents (up to 11 x 17)	**For reproduction in excess of 50 pages per day –** Black & White: $0.10/page Color: $0.25/page **Bates Labeling –** Electronic: $0.05/page Manual: $0.15/page
Oversize documents (size in excess of 11 x 17)	**Charge for each page – no exclusion** Black & white: $6.00/page Color: $30.00/page
Electronic Data Manipulation for reproduction	$75 per hour
Document Scanning	**No charge for routine scanning (except evidentiary materials)** **Bulk scanning of evidentiary documents: $0.06/page** (*additional charge for document coding*)
Oversize documents (size in excess of 11 x 17)	**$10.00/page**
Wire Transfers	**Outgoing:** International: **$50/wire** Domestic: **$25/wire**

Data/Audio/Visual Duplication & Reproduction	**CD/DVD:** **Portable Media Devices:** size	**$12.00** for each disc Priced per data storage
Electronically Stored Information (Litigation Support Services)	**Data Filtering/Searching:** **Data Processing Native:** occurrence **Data Processing Full Tiff:** **Data Storage:**	$50.00/gb per occurrence $200.00/gb per $250.00/gb per occurrence $15.00/gb per mo.
Computerized Legal Research	**No charge for basic research.** **$25/search for public records, special treatises, briefs, motions and expert directory databases.** **Specialized research at actual cost with prior client approval**	
Electronic retrieval of Court documents	**$0.40 / document**	
Electronic retrieval of Court documents	**No charge for calls or Fax transmissions within the United States.** **Non-domestic and conference calls charged at actual cost.**	
Travel (personal vehicle)	**Current Standard Mileage Rate as allowed by the IRS**	
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way-**No charge;** 10-25 miles one way - **$25.00;** over 25 miles one way - **$10.00/hour plus mileage;** Service of Subpoenas/Summons - **$35.00 plus delivery**	
Overnight Package Delivery	**Charged at actual cost per package**	
Postage	**No charge for routine postage** (under $25 per day) **Bulk mailing postage:** at actual cost	

EXHIBIT B

FORM OF QUESTIONNAIRE

U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

   Individual Contact Name:
   Individual Contact Title:
   Individual Contact telephone:
   Individual Contact Fax number:
   Individual Contact email address:

   Full Legal Name of Self-Reporting Entity:
   Mailing Address (number and street):
   Mailing Address (city):
   Mailing Address (state): Mississippi
   Mailing Address (zip):

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

   State: Mississippi
   Full Name of Issuing Entity:
   Full Legal Name of Obligor (if any):
   Full Name of Security Issue:
   Initial Principal Amount of Bond Issuance:
   Date of Offering:
   Date of final Official Statement (format MMDDYYYY):
   Nine Character CUSIP number of last maturity:

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- ☒ Issuer
- ☐ Obligor
- ☐ Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm:
Primary Individual Contact at Underwriter:

Financial Advisor:
Primary Individual Contact at Financial Advisor:

Bond Counsel Firm:
Primary Individual Contact at Bond Counsel:

Law Firm Serving as Underwriter's Counsel:
Primary Individual Contact at Underwriter's Counsel:

Law Firm Serving as Disclosure Counsel:
Primary Individual Contact at Disclosure Counsel:

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):
pLEASE SEE ATTACHED EXHITILMAL;DMFPL

On behalf of ,
I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Name of Duly Authorized Signer:
Title:

EXHIBIT C

SPECIAL COUNSEL ENGAGEMENT LETTER

November 4, 2014

VIA E-MAIL AT SABELL@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Samantha Abell, City Manager
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi 2015 MCDC/SEC Initiative

Dear Ms. Abell:

This letter is to confirm our engagement as special counsel to the City of Gautier, Mississippi (the "City") in connection with advising the City with regard to possible participation in the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") of the Securities and Exchange Commission (the "SEC"). This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the City in connection with this engagement. Our engagement hereunder is as special counsel to the City and we are not representing any officer or any individual member of the governing body of the City in connection with these matters.

Scope of Services

We understand our employment will include conferences with the City with regard to its past compliance with its continuing disclosure undertakings in connection with prior City financings, reviewing statements made by the City regarding its compliance in Official Statements delivered to investors since 2009, and advising the City about whether to participate in the Initiative. Our services do not include financial advice to the City. Our services as special counsel to the City are limited to those contracted for explicitly herein and the execution of this letter by the City constitutes an acknowledgment of those limitations.

Attorney-Client Relationship

In performing our services as special counsel, the City will be our client. We will represent the interests of the City, respectively, rather than the City Council, the Council's individual members, or the City's employees.

Conflicts of Interest

Before accepting any new business, the Mississippi Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing the City. We have completed a conflicts check within our firm and have found no current conflict between the City and our existing clients.

As we discussed, we have served as bond counsel to the City in connection with bond issuances which we understand have been self-reported by certain underwriters under the Initiative and are included under Exhibit C attached hereto. We have participated in the preparation of official statements and continuing disclosure undertakings subject to our bond counsel representation. We have also assisted the City with certain annual continuing disclosure undertakings related to City bond issuances.

The Initiative may create a tension between the City and its officials, employees and representative advisors. Initiative participation does not protect individuals associated with bond issues from further enforcement action. If the SEC pursues action against City officials as a result of information gleaned from the Initiative questionnaire, representatives of the City may be required to cooperate with the SEC in the ensuing investigation. The information in the MCDC questionnaire may also lead to investigations of and enforcement actions against City advisors such as underwriters, financial advisors or bond lawyers.

At this time, to the best of our knowledge, the SEC has made no allegations against City representatives or advisors as described in the immediately preceding paragraph. It is possible, though, that the interests of the City and Butler Snow may diverge in connection with Butler Snow representation hereunder in the event that the SEC pursues action against other transaction participants (including Butler Snow) as a result of the Initiative. The City and Butler Snow hereby agree that should there ever be any litigation, arbitration or other adversary proceeding, claim or dispute that may result in a conflict of interest between Butler Snow and the City, Butler Snow may be required to either request additional waivers from the City and/or terminate our engagement as special counsel hereunder.

Financial Arrangements

Our fees hereunder will be based upon (i) our current understanding of the terms, the structure, size and schedule of the financings which may be represented by the Initiative, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the Initiative and (iv) the responsibilities we will assume in connection therewith. Based on the foregoing, we estimate that our fees for legal services hereunder will be between $3,000 and $5,000.

This letter authorizes us to incur expenses and make disbursements on behalf of the City, which will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs. Attached as Exhibit A is the Butler Snow billing policy.

Document Retention

Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client

file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached as Exhibit B and incorporated herein by reference.

Termination of Engagement

Upon completion of our services as outlined in this letter, our responsibilities as special counsel will terminate and our representation of the City and the attorney-client relationship created by this engagement letter will be concluded. Should the City seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

We are pleased to have the City as our client, and look forward to a mutually satisfactory and beneficial relationship. If the foregoing terms are acceptable to you, please so indicate by returning a copy of this letter signed by the appropriate individual so authorized for the City and keeping a copy for your files. Thank you.

BUTLER SNOW LLP

Accepted and Approved:

CITY OF GAUTIER, MISSISSIPPI

By:_____

Title: _____

Date: _____

Enclosures
cc: Robert G. Ramsay, Esq., City of Gautier, Mississippi City Attorney
(via email to: robertgramsay@att.net)

Exhibit A
BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2014

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It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our payment terms are payment within **15 days** of receipt of the bill, unless other arrangements are agreed to in advance.

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Electronically Stored Information (Litigation Support Services)	**Data Filtering/Searching**: $50.00/gb per occurrence **Data Processing Native**: $200.00/gb per occurrence **Data Processing Full Tiff**: $250.00/gb per occurrence **Data Storage**: $15.00/gb per mo.
Computerized Legal Research	**No charge for basic research.** **$25/search for public records, special treatises, briefs, motions and expert directory databases.** **Specialized research at actual cost with prior client approval**
Electronic retrieval of Court documents	**$0.40 / document**
Electronic retrieval of Court documents	**No charge for calls or Fax transmissions within the United States.** **Non-domestic and conference calls charged at actual cost.**
Travel (personal vehicle)	**Current Standard Mileage Rate as allowed by the IRS**
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way-**No charge;** 10-25 miles one way - **$25.00;** over 25 miles one way - **$10.00/hour plus mileage;** Service of Subpoenas/Summons - **$35.00 plus delivery**
Overnight Package Delivery	**Charged at actual cost per package**
Postage	**No charge for routine postage** (under $25 per day) **Bulk mailing postage:** at actual cost

Exhibit B

NOTICE TO CLIENTS OF BUTLER SNOW'S RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records of documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

Exhibit C

Bond Issues Reported to SEC

$9,185,000 Combined Utility System Revenue Refunding Bonds, Series 2012 dated 5/31/12 (Duncan-Williams, Inc.)

EXHIBIT D

POLICY

23250246 v1

CITY OF GAUTIER, MISSISSIPPI
POLICIES AND PROCEDURES
FOR CONTINUING DISCLOSURE/SEC RULE 15c2-12 COMPLIANCE

I. Statement of Purpose

This Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (this "**Policy**") designates specific policies of the City of Gautier, Mississippi (the "**Issuer**") to monitor and ensure post issuance compliance under and pursuant to its continuing disclosure agreements/certificates (the "**CDA**") in connection with certain bond obligations (the "**Obligations**") issued by the Issuer with applicable provisions of the Securities and Exchange Commission's ("**SEC**") Rule 15c2-12 (the "**Rule**").

This Policy describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the Obligations be, or continue to be, in compliance with the CDA and the Rule. The Issuer recognizes that compliance with the Rule is an on-going process, necessary, during the entire term of the Obligations, and is an integral component of the Issuer's overall debt management policies. Accordingly, the analysis of those facts and implementation of this Policy will require on-going monitoring and may require consultation with bond counsel or other professionals beyond the scope of their initial engagement with respect to the issuance of particular Obligations.

II. Responsible Parties

A. The _____ shall identify an appropriate officer (currently the _____) to be responsible for monitoring the Issuer's post-issuance compliance issues (the "**Staff Designee**"). The _____ shall be responsible for ensuring an adequate succession plan for transferring post-issuance compliance responsibility when changes in officers and staff occur.

B. The Staff Designee will coordinate procedures for record retention and review of such records.

C. The Staff Designee will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually, will keep a log to document such reviews, and will consult as necessary with the Issuer's financial advisor and bond counsel.

D. The Staff Designee shall maintain originals and copies of all documents and other records relating to the Obligations.

E. The Staff Designee will review each issue of Obligations for compliance with this Policy on a periodic basis, but not less than annually, and will keep a log to document such reviews.

III. General Recordkeeping

The Staff Designee will maintain and store a copy of the following documents on file at all times for the life of the Obligations plus three (3) years:

- Financing transcript (may be in CD form);
- Copy of the CDA for each Obligation;
- Copy of the Official Statement for each Obligation;
- Copy of any rating reports or analysis;
- Copy of any defeasance, refunding or redemption notices;
- Copy of any Material Event Notice (as defined below);
- Copy of any Notice of Failure to File Annual Report (as defined below);
- Copy of any Annual Filing (as defined below);
- Copy of Financial Statements of the Issuer; and
- Copy of Current Budget information of the Issuer.

IV. Annual Filing

The following relate to compliance with the Rule regarding Annual Filings of Obligations.

The Staff Designee will:

A. Appoint or engage bond counsel or a dissemination agent (the "**Agent**") to assist in carrying out its obligations under this Policy, each CDA and the Rule. If the Issuer does not engage an Agent to file its Annual Filing, the Staff Designee shall be responsible for submitting the information required in this Policy directly to the MSRB (as defined below) through EMMA (as defined below) pursuant to each CDA.

B. Confirm that the Agent has filed with the Municipal Securities Rulemaking Board (the "**MSRB**") through the EMMA Dataport ("**EMMA**") at http://www.emma.msrb.org; information which is consistent with the requirements under its CDA (the "**Annual Filing**") no later than the date required for the reporting of each Annual Filing as determined by each CDA (the "**Report Date**"). The Annual Filing may be submitted as a single document or as separate documents comprising a package, and may be submitted separately from the balance of the Annual Filing.

C. If the Issuer is unable to provide the Annual Filing or portions of the Annual Filing by the Report Date, confirm that the Agent has filed on the Report Date a notice to the MSRB (the "**Notice of Failure to File**") in substantially the form attached hereto as **Exhibit A**.

D. Confirm that the Agent has filed audited financial statements by the Report Date. If audited financial statements are unavailable by the Report Date, confirm that the Agent has filed a Notice of Failure to File on the Report Date.

E. Confirm that the Agent has filed the budget for the next fiscal year by the Report Date.

F. Confirm that the Annual Report contains the appropriate information as required by its CDA. Examples of the following information typically required in an Annual Report are as follows:

1. Audited Financial Statements;
2. Budget for next fiscal year;
3. Accounting principles pursuant to which the Audited Financial Statements were prepared; and
4. Operating and financial information contained in the official statement in connection with the Obligation.

G. Confirm that no listed event as required by the Issuer's CDA has occurred. If the Issuer determines that a listed event has occurred, confirm that the Agent causes a notice of such occurrence (the "**Material Event Notice**") to be filed with the MSRB on or before the time period prescribed by the Rule, through EMMA, together with a cover sheet in substantially the form attached hereto as **Exhibit B.**

V. Material Event Notice

The following policies relate to compliance with regulations regarding the filing of a Material Event Notice.

The Staff Designee will:

A. Notify Bond Counsel and/or the Agent of any Listed Event (defined below) within ten (10) days after the occurrence of the event.

B. Confirm that the Material Event Notice of such Listed Event was provided to the MSRB, through EMMA, within ten (10) days after the occurrence of an event.

Listed Events include:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;

(7) Modifications to rights of Bondholders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property, if any, securing repayment of the Obligations, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

VI. Rating Changes

The following policies relate to compliance with regulations regarding any rating changes. Rating changes may include, without limitation, any change in rating on the Obligations

The Staff Designee will:

A. Notify Bond Counsel and/or the Agent of any rating change within ten (10) days after the occurrence of the event.

B. Confirm that the rating change was provided to the MSRB, through EMMA, within ten (10) days after the rating change in the form of the Material Event Notice.

VII. Defeasance of Obligations

The following policies relate to compliance with regulations regarding any defeasance of any Obligations.

The Staff Designee will:

A. Confirm Bond Counsel and/or the Agent has filed notice of the defeasance in the form of a Material Event Notice and that the Material Event Notice provides explicit disclosure as to whether the Obligations have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

VIII. Training

The following policies relate to compliance with regulations regarding training of staff in connection with the Policy.

The Staff Designee will consult with Bond Counsel and/or the Agent on appropriate training of responsible employees and staff in connection with this Policy.

Adopted on _____, 2014.

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Gautier, Mississippi

Date of Issuance: _____, 2014

CUSIP Numbers: _____, _____, _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report as required by its continuing disclosure undertakings. The City anticipates that the Annual Report will be filed by _____.

Dated:_____

CITY OF GAUTIER, MISSISSIPPI

By:_____
Authorized Officer

EXHIBIT B

MATERIAL EVENT NOTICE COVER SHEET

Name of Issuer: City of Gautier, Mississippi

Date of Issuance: _____, 2014

CUSIP Numbers: _____, _____, _____

Description of the attached Material Event Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-Payment related defaults, if material
3. _____ Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. _____ Modifications to rights of Bondholders, if material
8. _____ Bond calls, if material, and tender offers
9. _____ Defeasances
10. _____ Release, substitution, or sale of property, if any, securing repayment of the securities
11. _____ Rating changes
12. _____ Bankruptcy, insolvency, receivership or other similar event of the State
13. _____ The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. _____ Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. _____ Failure to provide annual financial information as required by the Rule
16. _____ Other material event notice (specify) _____

I hereby represent that I am authorized by the City/Other Obligated Person or its agent to distribute this information publicly:

Signature:_____
Name:_____ Title:_____
Employer: _____
Address: _____
Issuer, State, Zip Code: _____
Voice Telephone Number: _____

23249719 v1

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

ORDER NUMBER 263-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the 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 **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 18, 2014.

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	150309	11/18/2014	10/31/2014			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DEC 2014 NETWORK SERVICES		2208	10/14/2014			2,280.00
001	IBM CORPORATION	150310	11/18/2014	10/31/2014			816.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-730	AS400 PMT DEC 2014		I4456F2	11/01/2014			816.40
001	BELL AUTO PARTS, INC.	150311	11/18/2014	10/31/2014			473.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	THROTTLE UNIT		40519	10/06/2014			98.90
	001-161-639	IDLE CONTROL SWITCH		40520	10/07/2014			99.70
	001-100-570	BRAKE PADS(2),SEALS(6)		D054648	10/14/2014			69.60
	001-170-639	FILTER(7),FUEL TREATMENT(3)		40531	10/17/2014			76.57
	001-170-639	FILTER PLIERS,TIE DOWNS		40533	10/21/2014			49.25
	001-170-639	CASE 30HD OIL,5GAL CLEANER		40532	10/23/2014			79.50
001	STEINER SAW & MOWER	150313	11/18/2014	10/31/2014			106.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	S PLUG(2),WEED EATER LINE		674287	10/13/2014			43.95
	001-170-639	IGN MODULE,TANK GROMMET(3)		726272	10/27/2014			63.00
001	PASCAGOULA UTILITIES	150314	11/18/2014	11/04/2014			39.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN		1607576	10/30/2014			16.02
	001-161-630	SOUTH FIRE STN		1607758	10/30/2014			23.35
001	TEC	150315	11/18/2014	11/04/2014			71.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		797478	11/01/2014			71.49
001	JOE'S GARAGE	150317	11/18/2014	11/04/2014			32.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FLAT REPAIR:#14401		14198	10/07/2014			12.00
	001-100-638	MOUNT TIRE:#30		14232	10/15/2014			20.00
001	LOWE'S HOME CENTER'S, INC.	150322	11/18/2014	11/04/2014			1,652.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	GROUND PLUG(3),OUTLET(6)		901132	09/25/2014			33.21
	001-090-645	CREDIT RTN:HANG M.FEST BANNERS		917598	09/29/2014			-120.44
	001-161-559	SIGNS(8),WALL MIRROR,BOLTS(6)		913118	09/29/2014			69.37
	001-170-559	ROPES(2),SAW BLADE(3)		903941	09/30/2014			53.09
	001-170-635	SUPPLIES:FRAZIER PAVILION		902392	09/30/2014			70.68
	001-170-635	SUPPLIES:FRAZIER PAVILION		915931	09/29/2014			52.39
	001-170-634	SUPPLIES:FRAZIER PLAY GROUND		919098	09/30/2014			192.18
	001-170-634	SUPPLIES:FRAZIER PLAY GROUND		902553	10/01/2014			6.90
	001-170-635	SUPPLIES:FRAZIER PAVILION		902629	10/01/2014			76.05
	001-170-634	SUPPLIES:FRAZIER PLAY GROUND		915008	10/02/2014			65.86
	001-090-645	HANG MULLET FEST BANNERS		915009	10/02/2014			30.99
	001-205-559	DRILL BIT SET		903118	10/06/2014			18.98

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S HOME CENTER'S, INC.	150322	11/18/2014	11/04/2014			1,652.35	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-645	HANG MULLET FEST BANNERS	915126	10/06/2014		30.16
001-090-645	HANG MULLET FEST BANNERS	909618	10/06/2014		75.96
001-090-645	HANG MULLET FEST BANNERS	914796	10/06/2014		135.93
001-201-576	REPAIR RAIL:MARTIN BLUFF	903169	10/08/2014		96.37
001-205-559	SURFACE SLIDER	902922	10/08/2014		9.47
001-161-638	AIR FILTER:E-4	902900	10/08/2014		18.98
001-170-559	KWIKSET KEY(3),FLASHLIGHT	909751	10/10/2014		10.33
001-170-559	WASTEBASKET(4)	913021	10/13/2014		30.32
001-205-559	2-PC DRIVER SET	901569	10/15/2014		14.71
001-090-645	HANG MULLET FEST BANNERS	909306	10/15/2014		27.49
001-161-559	ANT&WASP KILLER(6),BATTERY(2)	902139	10/15/2014		39.69
001-090-645	HANG MULLET FEST BANNERS	909337	10/15/2014		56.49
001-170-559	CLEANING SUPPLIES	914271	10/16/2014		36.86
001-205-559	PVC PIPE(2),LOCKNUT,ADAPTER	903425	10/16/2014		17.18
001-170-559	CABLE TIES,HITCH PIN,ROPE CLIP	909724	10/16/2014		35.66
001-205-559	ELECTRIC OUTLET	902500	10/17/2014		27.26
001-170-635	REPAIR:CITY PARK PIER	902194	10/21/2014		50.06
001-170-635	REPAIR:CITY PARK PIER	902326	10/22/2014		52.71
001-170-635	REPAIR:CITY PARK PIER	902299	10/22/2014		25.90
001-201-576	SUPPLIES:STREET SIGNS	903554	10/23/2014		55.00
001-170-635	REPAIR:CITY PARK PIER	902491	10/23/2014		85.85
001-161-559	ICEMAKER,32CT WATER(20)	915673	10/23/2014		97.71
001-170-559	SOCKET EXT,RATCHET,CORD(3)	901785	10/24/2014		73.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	AUTO TRUCK AND TRAILER PARTS INC	150327	11/18/2014	11/05/2014			1,003.15

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	WIPER BLADES(6)	245490	10/02/2014		39.00
001-161-638	LIGHTS(4)	245832	10/20/2014		79.60
001-170-638	HOSE(2),TUBING ADAPTER(2)	245933	10/23/2014		5.40
001-161-638	FILTER(2):E-1	246014	10/28/2014		91.52
001-161-638	ROTELLA OIL(6)	246015	10/28/2014		99.00
001-161-638	FILTER(2):E-1	246032	10/28/2014		36.47
001-161-638	5GAL HYD FLUID,COOLANT:E-1	246038	10/29/2014		64.20
001-161-638	FILTER:E-1	246062	10/30/2014		86.94
001-161-638	ROTELLA OIL:E-4	246063	10/30/2014		99.00
001-161-638	FILTER(3):E-4	246064	10/30/2014		81.70
001-161-638	FILTER(2),OIL:E-4	246065	10/30/2014		82.46
001-161-638	FILTER:E-1	246066	10/30/2014		89.00
001-170-639	BATTERY	246067	10/30/2014		94.00
001-161-638	OIL,ZIP TIES:E-4	246086	10/30/2014		54.86

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	SYSCON INC	150329	11/18/2014	11/05/2014			1,475.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-698	NOV 2014 COURT SUPPORT	1-27385	11/03/2014		1,475.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	O'REILLY AUTO PARTS	150331	11/18/2014	11/04/2014			1,433.01

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	FAN RELAY,RAD ASSY,CONDENSOR	1978351239	09/29/2014		630.36
001-100-570	POWER STEERING WSHR(2)	1978352164	10/07/2014		5.70
001-100-570	REGULATOR	1978352281	10/08/2014		51.29
001-100-570	1GAL BRAKE FLUID	1978352358	10/09/2014		18.99

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	150331	11/18/2014	11/04/2014			1,433.01	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-638	FILTER,5QT & 1QT MOTOR OIL	1978352461	10/10/2014		29.78
001-100-570	CONDENSOR:#115	1978353053	10/15/2014		146.69
001-170-639	OCTANE BUST(2),DSL TREATMENT	1978353166	10/16/2014		24.77
001-170-639	FUEL FILTER(2)	1978353275	10/17/2014		14.76
001-090-638	POWER STG PUMP	1978353289	10/17/2014		84.74
001-100-570	BATTERY:HARLEY DAVIDSON	1978353293	10/17/2014		99.99
001-161-559	RACHET HANDLE	1978353666	10/20/2014		37.99
001-100-570	CYCLE REPAIR KT,SPARK PLUG(8)	1978353828	10/22/2014		72.91
001-090-638	POWER STG PUMP	1978353944	10/23/2014		53.06
001-100-570	B/S FLUID,1GAL CAR WASH(2)	1978353945	10/23/2014		25.97
001-090-638	IDLER PULLEY	1978353970	10/23/2014		19.73
001-100-570	BODY FASTENER	1978353977	10/23/2014		2.49
001-161-638	MASTER CYL:#7	1978354095	10/24/2014		45.49
001-161-638	FILTER,5QT & 1QT MOTOR OIL	1978354472	10/28/2014		30.50
001-170-638	COUPLER SET,REGULATOR	1978354527	10/28/2014		37.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	G&K SERVICES INC	150342	11/18/2014	11/06/2014			226.80

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-535	MAINTENANCE	1033536914	10/06/2014		56.70
001-205-535	MAINTENANCE	1033539104	10/13/2014		56.70
001-205-535	MAINTENANCE	1033541307	10/20/2014		56.70
001-205-535	MAINTENANCE	1033543492	10/27/2014		56.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	MALLETTE BROTHERS CONSTRUCTION, INC	150344	11/18/2014	11/06/2014			1,320.87

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	24.46 CY FILL SAND	17860	10/31/2014		293.52
001-201-576	26.44 TN A-BASE LIMESTONE	17860	10/31/2014		793.20
001-201-576	5.88 TN 610 A-BASE LIMESTONE	17860	10/31/2014		176.40
001-201-576	.77 TN ASPHALT	17860	10/31/2014		57.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	INFORMATION TECHNOLOGY SERVICE	150348	11/18/2014	11/07/2014			224.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-640	OCT 2014	5227853	10/31/2014		224.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	SBM REPORTING, LLC	150350	11/18/2014	11/10/2014			175.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-698	11/06/14 PLANNING MTG	MK330	11/07/2014		175.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	CABLE ONE	150351	11/18/2014	11/10/2014			195.50

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	NOV 2014-23421-102608-02-6	11042014	11/11/2014		195.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	ADVANCE AUTO PARTS	150352	11/18/2014	11/10/2014			75.92

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	1GAL ANTFRZ(2)	8679	10/07/2014		25.98
001-170-638	GASKET,FUNNELS,TRANS FLUID(2)	9308	10/21/2014		44.95
001-170-638	GASKET	9330	10/22/2014		4.99

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GALLS LLC	150353	11/18/2014	11/12/2014			395.34	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	4J-JA085 3 SEASON JACKET	BC0110917	10/31/2014	150116	44.99
001-161-535	4J-JA085 3 SEASON JACKET (4)	BC0110917	10/31/2014	150116	102.00
001-161-535	4J-LL211 INSIGNIA (5)	BC0110917	10/31/2014	150116	27.20
001-161-535	SHIPPING	BC0110917	10/31/2014	150116	18.99
001-161-535	4J-JA085 3 SEASON JACKET (3)	BC0110916	10/31/2014	141187	134.97
001-161-535	4J-JA085 3 SEASON JACKET	BC0110916	10/31/2014	141187	39.99
001-161-535	4J-LL211 INSIGNIA (4)	BC0110916	10/31/2014	141187	27.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO.	150354	11/18/2014	11/12/2014			142.95	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-596	TOOTSIE ROLLS	043619	10/29/2014	150127	24.00
001-161-596	ASSORTED CANDY	043619	10/29/2014	150127	76.00
001-092-510	TRASH BAGS	043734	11/05/2014	150165	18.95
001-092-510	HAND WHIPES	043734	11/05/2014	150165	24.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACTION PRINTING CENTER INC	150355	11/18/2014	11/12/2014			72.50	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-559	500 BUSINESS CARDS:GREENE,E	84301	10/16/2014	150031	72.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MISSISSIPPI FIRE ACADEMY	150356	11/18/2014	11/12/2014			800.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	FIRE INSP 1031-1: MCCOY,D	22457	11/03/2014	150032	800.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	NEWELL PAPER COMPANY	150357	11/18/2014	11/12/2014			224.96	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	7280203 CS 409	826394	10/29/2014	150090	34.80
001-092-510	7280050 CS COMET	826394	10/29/2014	150090	33.60
001-092-510	7280086 CS DAWN	826394	10/29/2014	150090	38.00
001-092-510	8620610 CS INSECT SPRAY	826394	10/29/2014	150090	37.80
001-092-510	690710 CS MF PAPER TOWELS (3)	826394	10/29/2014	150090	41.52
001-092-510	7280440 CS WINDEX	826394	10/29/2014	150090	39.24

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO.	150358	11/18/2014	11/12/2014			146.81	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-500	CLIPBOARD-LETTER (4)	94625	10/28/2014	150113	3.96
001-161-500	ITA-02307 CORRECTION PENS (4)	94625	10/28/2014	150113	9.56
001-161-500	HEWC8767WN HP BLACK INK (4)	94625	10/28/2014	150113	124.80
001-161-500	LP8511CA YELLOW TABLET (12)	94625	10/28/2014	150113	8.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF SALES AND SUPPLY, INC.	150359	11/18/2014	11/12/2014			276.48	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	CS BATTERY:AAA ALKALINE	431948	11/06/2014	150164	69.12
001-100-559	CS BATTERY:AA ALKALINE (3)	431948	11/06/2014	150164	207.36

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SIRCHIE CORPORATION	150361	11/18/2014	11/12/2014			228.60	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	HANDGUN BOX #ECB001G (3)	018525-IN	11/04/2014	150124	108.75
001-100-559	KNIFE HOLDER BOX #ECB001K (3)	018525-IN	11/04/2014	150124	89.85

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SIRCHIE CORPORATION	150361	11/18/2014	11/12/2014			228.60	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-559 / SHIPPING CHARGES			018525-IN	11/04/2014	150124		30.00
001	MISSISSIPPI WHOLESALE TROPHIES, INC.	150362	11/18/2014	11/12/2014			29.18	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 / NAME/SERVING BAR: FREE,A			4047	11/04/2014	150153		29.18
001	GULF COAST ARMY NAVY STORE	150363	11/18/2014	11/12/2014			287.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 / PROPPER BDU PANTS (9)			454764	10/28/2014	150110		287.55
001	HAYGOOD'S INDUSTRIAL ENGRAVERS, INC.	150364	11/18/2014	11/12/2014			30.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-500 / WALNUT NAMEPLATE:GREENE,E			019690	11/06/2014	150170		15.00
	001-090-500 / WALNUT NAMEPLATE:YORK,A			019690	11/06/2014			15.00
001	HILL MANUFACTURING CO., INC.	150365	11/18/2014	11/12/2014			258.53	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-634 / EVERCIDE ANT CONTROL			830125-788	10/31/2014	150139		245.00
	001-170-634 / FREIGHT			830125-788	10/31/2014	150139		13.53
001	NAFECO, INC. (NORTH ALABAMA FIRE EQUIP.)	150366	11/18/2014	11/12/2014			116.96	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 / 5121U DUTYMAN BELT (4)			757748	10/29/2014	150111		80.76
	001-161-535 / 90081-BLK NECKTIE BK (5)			757748	10/29/2014	150111		19.90
	001-161-535 / 90010-BLK CLIP TIE BK			757748	10/29/2014	150111		3.72
	001-161-535 / FREIGHT			757748	10/29/2014	150111		12.58
001	SUN COAST/CLAY'S	150367	11/18/2014	11/12/2014			167.28	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-500 / HEWC8766WN TRI COLOR INK (4)			1064439-0	10/28/2014	150112		114.24
	001-161-500 / IVRPC301 PRINT CART (2)			1064439-0	10/28/2014	150112		20.08
	001-161-500 / UNVWHITETOP COPY PAPER			1064439-0	10/28/2014	150112		30.00
	001-161-500 / UNV35668 POST IT NOTES (12)			1064439-0	10/28/2014	150112		2.96
001	OFFICE DEPOT, 1104	150368	11/18/2014	11/12/2014			63.39	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-500 / A-Z FILE GUIDE #543924 (2)			7368089070	10/27/2014	150098		39.28
	001-010-500 / NOTEBOOKS (5)			7385846351	11/03/2014	150154		24.11
001	PASCAGOULA TIRE & SERVICE	150370	11/18/2014	11/12/2014			740.06	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 / 2 FS FIREHAWK GTZ: #21			61372	10/29/2014	150123		254.54
	001-100-638 / SET FS FIREHAWK GTZ: #14400			61155	10/14/2014	141206		485.52
001	K&R SERVICES, INC.	150371	11/18/2014	11/12/2014			870.45	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-639 / SERVICE GENERATOR:CENTRAL			33190	10/22/2014	150053		440.16
	001-161-639 / SERVICE GENERATOR:NORTH			33170	10/24/2014	150053		222.31
	001-161-639 / SERVICE GENERATOR:SOUTH			33113	10/10/2014	150053		207.98

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE FIRE STORE	150373	11/18/2014	11/12/2014			311.79	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	LHC-13-S HELMET CRESCENTS (12)	1576887	10/29/2014	150108	59.88
001-161-535	FREIGHT	1576887	10/29/2014	150108	9.99
001-161-639	TFS-LAMB-B AIR MASK BAG (2)	1577313	10/31/2014	150131	37.98
001-161-535	PT8-LC-3XL FF GLOVE LONG (2)	1577313	10/31/2014	150131	125.98
001-161-535	SHIPPING	1577313	10/31/2014	150131	14.99
001-161-639	K07 ADJ HYDRANT WRENCH (2)	1577309	11/05/2014	150136	49.98
001-161-639	FREIGHT	1577309	11/05/2014	150136	12.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ELITE 911 UNIFORMS INC	150374	11/18/2014	11/12/2014			382.50	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	CODE 3 WHITE SS SHIRT (2)	002444	10/31/2014	140935	69.90
001-161-535	CODE 3 NAVY SS SHIRT (5)	002444	10/31/2014	140935	174.75
001-161-535	CODE 3 LT BLUE SS SHIRT (2)	002444	10/31/2014	140935	69.90
001-161-535	REVERSIBLE USA FLAG	002444	10/31/2014	140935	30.00
001-161-535	CODE 3 WHITE LS SHIRT	002444	10/31/2014	140935	37.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ANDAX INDURSTRIES, LLC	150375	11/18/2014	11/12/2014			158.40	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	PEL 7060 302 000 BATTERY (6)	83428	11/05/2014	150163	158.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GRAFIX SHOPPE	150376	11/18/2014	11/12/2014			4,895.75	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-799	ULT2004 REFL BADGE DECAL(9)	96993	10/28/2014	150071	3,195.00
001-100-799	ULT2004 REFL BADGE DECAL(2)	96993	10/28/2014	150071	710.00
001-100-799	ULT2004 REFL BADGE DECAL	96993	10/28/2014	150071	355.00
001-100-799	CUSTOM REFL GRAPHIC KIT (3)	96993	10/28/2014	150071	570.00
001-100-799	SHIPPING / HANDLING	96993	10/28/2014	150071	65.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	EAST CENTRAL SPORTS CENTER	150379	11/18/2014	11/12/2014			816.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	NAVY SHORTS W/GFD (102)	10282014	11/05/2014	150100	816.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS, LLC	150382	11/18/2014	11/12/2014			154.68	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PORT O LET	0000502106	10/31/2014		154.68

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GAUTIER ROTARY CLUB	150383	11/18/2014	11/12/2014			300.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-682	DUES 7/14-12/14 & TICKETS	11032014	11/03/2014		300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF FINANCE & ADMIN	150384	11/18/2014	11/12/2014			30,876.75	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	OCT 2014 COURT ASSESSMENT	10312014	11/06/2014		30,876.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	150385	11/18/2014	11/12/2014			238.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	OCT 2014 SPECIAL ASSESSMENT	10312014	11/06/2014		238.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY BOARD OF SUPERVISORS	150386	11/18/2014	11/12/2014			10,560.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-697 / FY 2015 ANIMAL SHELTER FEE			10012014	10/29/2014			10,560.00
001	ALABAMA MEDIA GROUP	150387	11/18/2014	11/12/2014			145.92	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-615 / RFP: PURCHASING CARD SERVS			0007115689	10/05/2014	141204		30.72
	001-040-615 / NOTICE: FY 2013 AUDIT			0007130036	10/22/2014	150077		56.40
	001-090-615 / NOTICE: COMP REZONING			0007132313	10/22/2014	150088		21.00
	001-090-615 / CU NOTICE: HUDSON,T			0007132320	10/22/2014	150086		19.08
	001-090-615 / CU NOTICE: GUILLETTE,K			0007132627	10/24/2014	150086		18.72
001	GALLS LLC	150388	11/18/2014	11/12/2014			55.85	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 / TR310 BLK DUTYPRO PANTS (2)			BC0111480	11/04/2014	150109		45.90
	001-161-535 / SHIPPING			BC0111480	11/04/2014	150109		9.95
001	STAPLES CREDIT PLAN	150389	11/18/2014	11/12/2014			221.89	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-500 / 100 PK CD-R SPINDLE (3)			25384	10/29/2014	150126		50.97
	001-100-500 / 50 PK DVD R SPINDLE (4)			25384	10/29/2014	150126		79.96
	001-100-500 / 2 PC PRONG FASTENERS (2)			25384	10/29/2014	150126		20.98
	001-100-500 / PACKING TAPE 6 ROLLS			25384	10/29/2014	150126		24.99
	001-100-500 / HP INK CARTRIDGE BK#74			25384	10/29/2014	150126		44.99
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	150390	11/18/2014	11/12/2014			474.56	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-500 / GREEN LEGAL FOLDERS			3246721977	10/29/2014	150084		14.54
	001-090-500 / LEGAL BANKERS BOXES (24)			3246721977	10/29/2014	150084		120.04
	001-090-500 / COMPUTER MONITOR:PERMIT CLERK			3246721974	10/29/2014	150096		169.99
	001-090-500 / COMPUTER MONITOR:PLANNER			3246721974	10/29/2014			169.99
001	DERRICK WELTON	150393	11/18/2014	11/12/2014			492.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 / PER DIEM: SWAT OPS SCHOOL			12012014	09/30/2014			492.00
001	CHRISTOPHER W SMITH	150394	11/18/2014	11/12/2014			492.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 / PER DIEM: SWAT OPS SCHOOL			12012014	09/30/2014			492.00
001	HAMPTON INN-OLIVE BRANCH MS	150395	11/18/2014	11/12/2014			1,152.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 / 12/1-12/2014 WELTON/SMITH			12012014	09/30/2014			1,152.00
001	DESOTO COUNTY SHERIFF'S DEPT	150396	11/18/2014	11/12/2014			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 / RANGE FEE: WELTON,DERRICK			12012014	09/30/2014			100.00
	001-100-681 / RANGE FEE: SMITH, CHRIS			12012014	09/30/2014			100.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTER'S AIR CONDITIONING & HEATING INC	150397	11/18/2014	11/12/2014			325.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	ESA RENEWAL: 2 SYSTEMS	P156207	10/05/2014		325.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MUNICIPAL CODE CORPORATION	150398	11/18/2014	11/12/2014			550.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-699	FY15 CODE ON INTERNET FEE	00245079	08/04/2014		550.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FEDERAL EXPRESS	150399	11/18/2014	11/12/2014			122.13	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-607	OVERNIGHT: GRANTS	283519813	11/05/2014		48.01
001-092-607	OVERNIGHT: LOWES DOCUMENTS	283519813	11/05/2014		74.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS GULF COAST COUNCIL OF GARDEN CLUBS	150400	11/18/2014	11/12/2014			500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-645	2015 SPRING PILGRIMAGE	04222015	10/24/2014		500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY, INC	150401	11/18/2014	11/12/2014			833.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-645	OCT 2014 CLUB SUPPORT	10312014	11/05/2014		833.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LLOYD B MARSHALL, JR. CPA	150402	11/18/2014	11/12/2014			2,854.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-600	PROGRESS PMT FY 2014	4	11/12/2014		2,854.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	150403	11/18/2014	11/12/2014			3,550.91	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP42714247	11/03/2014		142.44
001-092-525	UNL FUEL	NP42714247	11/03/2014		36.33
001-100-525	UNL FUEL	NP42714247	11/03/2014		2,613.62
001-161-525	UNL & DSL FUEL	NP42714247	11/03/2014		595.39
001-170-525	UNL FUEL	NP42714247	11/03/2014		163.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	150406	11/18/2014	11/12/2014			3,359.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP42772539	11/10/2014		49.30
001-092-525	UNL FUEL	NP42772539	11/10/2014		85.72
001-100-525	UNL FUEL	NP42772539	11/10/2014		2,678.05
001-161-525	UNL & DSL FUEL	NP42772539	11/10/2014		342.47
001-170-525	UNL FUEL	NP42772539	11/10/2014		82.75
001-205-525	UNL & DSL FUEL	NP42772539	11/10/2014		121.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SHERWIN-WILLIAMS	150407	11/18/2014	11/13/2014			169.77	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	SAFETY YELLOW PAINT (3)	6403-25973	10/24/2014		169.77

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	150410	11/18/2014	11/13/2014			1,145.88	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-605	CITY MGR CELL PHONES	0030759348	10/31/2014		123.92
001-022-605	HR CELL PHONES	0030759348	10/31/2014		123.92

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	150410	11/18/2014	11/13/2014			1,145.88	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-605	CITY CLERK CELL PHONES	0030759348	10/31/2014		165.32
001-090-605	ECON DEV CELL PHONES	0030759348	10/31/2014		383.84
001-161-605	FIRE DEPT CELL PHONES	0030759348	10/31/2014		191.88
001-170-605	RECREATION CELL PHONES	0030759348	10/31/2014		95.14
001-205-605	MAINT CELL PHONES	0030759348	10/31/2014		26.87
001-090-559	OTTERBOX CASE (ACO)	0030759348	10/31/2014		34.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CARD SERVICES	150413	11/18/2014	11/13/2014			1,292.37	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-681	MML CMO CLASS:GOLLOTT	XTMLKL	10/01/2014		25.00
001-001-681	MML CMO CLASS:MARTIN	XTMLKL	10/01/2014		25.00
001-001-681	MML CMO CLASS:ANDERSON	XTMLKL	10/01/2014		25.00
001-001-681	2014 SMALL TOWN CONF:GOLLOTT	XTMLKW	10/01/2014		75.00
001-001-681	2014 SMALL TOWN CONF:MARTIN	XTMLKW	10/01/2014		75.00
001-001-681	2014 SMALL TOWN CONF:ANDERSON	XTMLKW	10/01/2014		75.00
001-040-500	RICOH BLACK PHOTOCONDUCTOR	NQ0KM4	10/02/2014		156.63
001-040-500	RICOH COLOR PHOTOCONDUCTOR	NQ0KM4	10/02/2014		414.51
001-040-500	LEXMARK TONER	8NKTF8	10/15/2014		169.90
001-040-559	SHARPIE OIL BASE PAINT PENS	EVPKW8	10/22/2014		19.34
001-040-682	NOTARY RENEWAL:THIGPEN,T	JWYA75	10/23/2014		157.00
001-040-559	5 SHELF BOOKCASE:RUSSELL	ZRKP1K	10/23/2014		74.99

FUND TOTAL 1 Claims to Checks 63 Total 83,083.18 Manual Held Total 83,083.18

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
025	CREDIT CARD CENTER	150409	11/18/2014	11/13/2014			284.49	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
025-100-681	HOTEL:STARS CONF (ROOM 2)	43676	09/30/2014		284.49

FUND TOTAL 25 Claims to Checks 1 Total 284.49 Manual Held Total 284.49

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
026	CMI, INC	150377	11/18/2014	11/12/2014			1,630.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
026-100-799	INTOXILYZER S-D5 (5)	804686	10/24/2014	150093	1,630.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
026	WATCHGUARD VIDEO	150378	11/18/2014	11/12/2014			4,820.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
026-100-799	IN CAR CAMERA SYSTEM	4ELXINV856	10/31/2014	150092	4,820.00

FUND TOTAL 26 Claims to Checks 2 Total 6,450.00 Manual Held Total 6,450.00

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	LOWE'S HOME CENTER'S, INC.	150320	11/18/2014	11/04/2014			1,043.78	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-755	SUPPLIES:FRAZIER PARK BATHROOM	915165	10/07/2014		12.28
130-130-755	FRAZIER PARK:BATHROOM STEPS	987102	10/08/2014		870.58
130-130-755	SUPPLIES:FRAZIER PARK BATHROOM	902217	10/10/2014		117.03
130-130-755	SUPPLIES:FRAZIER PARK BATHROOM	902192	10/10/2014		19.85
130-130-755	SUPPLIES:FRAZIER PARK BATHROOM	902236	10/10/2014		9.48
130-130-755	SUPPLIES:FRAZIER PARK BATHROOM	902762	10/13/2014		14.56

FUND TOTAL 130 Claims to Checks 1 Total 1,043.78 Manual Held Total 1,043.78

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS, INC.	150312	11/18/2014	10/31/2014			84.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-638	1GAL ROTELLA OIL(4)		40518	10/07/2014			84.00
176	LOWE'S HOME CENTER'S, INC.	150321	11/18/2014	11/04/2014			414.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	105CT CLOROX WIPE		913700	09/25/2014			9.48
	176-170-559	ROPE,NUMBERS(4),MAILBOX		914961	10/09/2014			37.71
	176-170-513	SUPPLIES:HAUNTED TRAILS		909947	10/13/2014			123.61
	176-170-513	SUPPLIES:HAUNTED TRAILS		909735	10/16/2014			86.15
	176-170-513	SUPPLIES:HAUNTED TRAILS		909734	10/16/2014			94.98
	176-170-559	55GAL TRASH BAG(2)		914348	10/18/2014			26.56
	176-170-559	REVLV LIGHT,TRAILER COUPLER		902993	10/20/2014			36.06
176	O'REILLY AUTO PARTS	150330	11/18/2014	11/04/2014			8.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	BELT		1978351219	09/29/2014			8.88
176	FUELMAN OF MS	150404	11/18/2014	11/12/2014			126.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP42714247	11/03/2014			126.77
176	FUELMAN OF MS	150405	11/18/2014	11/12/2014			128.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP42772539	11/10/2014			128.77
176	IHEARTMEDIA	150408	11/18/2014	11/13/2014			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-513	WKNN/WMJY PROMO ADS (35)		1009700550	10/26/2014			300.00
176	C SPIRE WIRELESS	150411	11/18/2014	11/13/2014			123.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONES		0030759348	10/31/2014			123.92
176	CARD SERVICES	150414	11/18/2014	11/13/2014			549.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-513	12 SPORTS BEAN BAGS (2)		017S55	10/14/2014			43.14
	176-170-513	ASST GLOW TOYS (544 PC)		FXDZ4A	10/14/2014			281.52
	176-170-513	50 BALES HAY		HS0VA5	10/17/2014			225.00
176	AD2 INC	150419	11/18/2014	11/13/2014			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOST FEE OCT 2014		2516	09/15/2014			25.00
	176-170-699	SHOPPING CART OCT 2014		2516	09/15/2014			115.00

FUND TOTAL 176 Claims to Checks 9 Total 1,876.55 Manual Held Total 1,876.55

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	150316	11/18/2014	11/04/2014			145,083.00	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	OCT 2014 OPERATION FEE		GAUTIER023	11/01/2014			145,083.00
400	LOWE'S HOME CENTER'S, INC.	150319	11/18/2014	11/04/2014			48.94	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	FRAZIER PARK:REPAIR SW LINE		987063	10/07/2014			48.94
400	AUTO TRUCK AND TRAILER PARTS INC	150328	11/18/2014	11/05/2014			23.04	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	BELT(2):MARTIN BLUFF LS		246018	10/28/2014			23.04
400	WASTE MANAGEMENT OF MS-GLF COAST INC	150349	11/18/2014	11/10/2014			371.26	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	ROLL OFF-TIMBERLANE		0611221213	11/01/2014			371.26
400	GULF COAST FENCE COMPANY	150360	11/18/2014	11/12/2014			34.00	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	DOUBLE WHEEL CARRIER		28594	11/04/2014	150133		34.00
400	C & M ELECTRIC MOTOR SERVICE, INC.	150369	11/18/2014	11/12/2014			202.50	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	CAPACITORS (15)		11581	10/22/2014	150115		202.50
400	SOUTHERN WATERWORKS SUPPLY, INC	150372	11/18/2014	11/12/2014			1,586.39	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	4" SDR35 CAP		56284	10/31/2014	150135		22.80
	400-651-581	4" SDR 35 CLEANOUT ADAPTER		56284	10/31/2014	150135		15.54
	400-651-581	4" SDR 35 MPT PLUG		56284	10/31/2014	150135		31.40
	400-651-581	4" SDR 35 WYE		56284	10/31/2014	150135		36.00
	400-651-581	4" SDR 35 STREET 45		56284	10/31/2014	150135		26.60
	400-651-581	4" SDR 35 45		56284	10/31/2014	150135		23.76
	400-651-583	2" SCH40 DEEP COUP		56284	10/31/2014	150135		21.60
	400-651-583	2" X 1 1/2" SCH 40 BUSH S X S		56284	10/31/2014	150135		9.60
	400-651-583	2 X 1 1/4 SCH BUSH S X S		56284	10/31/2014	150135		9.60
	400-651-583	3/4 BRASS TEE NL CTS		56284	10/31/2014	150135		362.00
	400-651-581	4" SCH 80 90		56284	10/31/2014	150135		34.92
	400-651-581	4" SCH 80 MALE ADAPTER		56284	10/31/2014	150135		53.92
	400-651-581	3/4 BRASS COUP PVC X FIP		55575	09/23/2014	141086		-81.25
	400-651-581	1" BRASS COUP NL PVC X MIP		55575	09/23/2014	141086		-153.24
	400-651-583	2" SCH 40 STREET 45		55575	09/23/2014	141086		-10.75
	400-651-583	2 SCH 40 22 /2		55575	09/23/2014	141086		-9.15
	400-651-583	2" SCH 40 STREET 22 1/2		55675	09/23/2014	141086		-15.12
	400-651-581	3/4 BRASS METER COUP NO LEAD		55781	09/30/2014	141195		75.00
	400-651-581	3/4 X 5/8 X 3/4 CURB STOP CTS		55781	09/30/2014	141195		423.48
	400-651-581	3/4 X 5/8 X 3/4 BRASS CURB MC		55781	09/30/2014	141195		295.20
	400-651-581	4 OZ. PIPE JOINT COMPOUND		55781	09/30/2014	141195		51.84
	400-651-581	3/4 TEPHLON TAPE		55781	09/30/2014	141195		11.88
	400-651-581	4 X 3 SCH 40 BUSHING S X S		55781	09/30/2014	141195		30.30
	400-651-581	3" MALE ADAP SCH 80		55781	09/30/2014	141195		52.98

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY, INC	150372	11/18/2014	11/12/2014			1,586.39	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	RAIN R SHINE CEMENT	55781	09/30/2014	141195	114.60
400-651-581	PURPLE PRIMER ONE CASE	55781	09/30/2014	141195	95.76
400-651-583	4" SDR35 22 1/2	55781	09/30/2014	141195	23.40
400-651-583	4" SDR35 CLEANOUT ADAPTER	55781	09/30/2014	141195	33.72

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES, INC.	150380	11/18/2014	11/12/2014			4,126.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	2HP GRINDER PUMP:ROBERTSDALE	379870	10/27/2014	150114	775.00
400-651-584	NEMA 1 STARTER MOTOR (3)	379951	10/27/2014	150060	951.00
400-651-584	FREIGHT	379951	10/27/2014	150060	75.00
400-651-584	EXTERNAL CAPACITOR:TRADEWIND	380012	10/30/2014	150140	775.00
400-651-584	INTERNAL CAPACITORS (2)	380012	10/30/2014	150140	1,550.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	IRBY'S ANSWERING SERVICE	150381	11/18/2014	11/12/2014			330.39	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	SERVICE 11/05-12/02/14	277-110514	11/05/2014		330.39

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	150391	11/18/2014	11/12/2014			399.95	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-500	CANON IMAGECLASS D1350 COPIER	3247028855	10/31/2014	150121	399.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AETEC INDUSTRIES INC	150392	11/18/2014	11/12/2014			89,171.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-730	2014 RAM 5500 BUCKET TRUCK	8141442	11/10/2014	141013	89,171.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	150412	11/18/2014	11/13/2014			104.07	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	CELL PHONE/DATA CARD	0030759348	10/31/2014		104.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CARD SERVICES	150415	11/18/2014	11/13/2014			704.42	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-500	MS SURFACE 2 TABLET	1433518920	10/23/2014		449.00
400-651-500	EXT SERVICE PLAN	1433518920	10/23/2014		99.00
400-651-500	COVER,32GB FLASH CARD,SLEEVE	1433518920	10/23/2014		156.42

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	150416	11/18/2014	11/13/2014			43,427.11	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-821	ST LNS #3 90/57 SWR	11102014	11/10/2014		7,877.45
400-680-822	ST LNS #4 90/57 WTR	11102014	11/10/2014		10,948.67
400-680-822	ST LNS #4 90/57 SWR	11102014	11/10/2014		9,019.22
400-680-823	ST LNS #5 ALLEN RD	11102014	11/10/2014		2,149.95
400-680-824	ST LNS #6 OLD SPAN TR	11102014	11/10/2014		3,765.83
400-680-825	ST LNS #7 OLD SPAN TR	11102014	11/10/2014		9,665.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	150417	11/18/2014	11/13/2014			100,096.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-000-104	OCT 2014 GARBAGE PMTS	10312014	10/31/2014		100,096.19

FUND TOTAL 400 Claims to Checks 15 Total 385,708.26 Manual Held Total 385,708.26

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS, LLC	150343	11/18/2014	11/06/2014			81,511.60	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	OCT 2014 RES GARBAGE SERV	7489	10/31/2014		78,571.44
404-677-693	OCT 2014 RES CART RENTAL	7489	10/31/2014		2,698.41
404-677-693	OCT 2014 COMM CART RENTAL	7489	10/31/2014		194.68
404-677-693	CART DELIVERY FEE	7489	10/31/2014		47.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE IND	150347	11/18/2014	11/07/2014			76.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	OCT 2014 38 @ 2.00	2067	10/31/2014		76.00

FUND TOTAL 404 Claims to Checks 2 Total 81,587.60 Manual Held Total 81,587.60

Docket of Claims

Release date from 11/18/2014 thru 11/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
449	GIBSON MAINTENANCE LLC	150418	11/18/2014	11/13/2014			71,535.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
449-607-721	CONSTRUCTION: PW BLDG	1	11/11/2014		71,535.00

FUND TOTAL 449 Claims to Checks 1 Total 71,535.00 Manual Held Total 71,535.00

Docket of Claims
Release date from 11/18/2014 thru 11/18/2014

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	63	Total	83,083.18	Manual	Held	Total	83,083.18
FUND 25	Claims	to	Checks	1	Total	284.49	Manual	Held	Total	284.49
FUND 26	Claims	to	Checks	2	Total	6,450.00	Manual	Held	Total	6,450.00
FUND 130	Claims	to	Checks	1	Total	1,043.78	Manual	Held	Total	1,043.78
FUND 176	Claims	to	Checks	9	Total	1,876.55	Manual	Held	Total	1,876.55
FUND 400	Claims	to	Checks	15	Total	385,708.26	Manual	Held	Total	385,708.26
FUND 404	Claims	to	Checks	2	Total	81,587.60	Manual	Held	Total	81,587.60
FUND 449	Claims	to	Checks	1	Total	71,535.00	Manual	Held	Total	71,535.00
Total for all Funds			Checks	94	Total	631,568.86	Manual	Held	Total	631,568.86

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

ORDER NUMBER 264-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 2 – 4 are hereby approved.

IT IS FURTHER ORDERED that Consent Item #1 is pulled for further discussion.

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

Motion was made by **Councilwoman Martin** seconded by **Councilman Anderson** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 18, 2014.

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

ORDER NUMBER 264-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the monetary donation in the amount of $250.00 by Rachel B. Finnie Photography to be used by the Cultural Services Division is hereby approved.

IT IS FURTHER ORDERED that the monetary donation is in the "best interest" of the City of Gautier.

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

Motion was made by **Councilwoman Martin,** seconded by **Councilman Anderson** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting November 18, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Rachel Honea, Administrative Bookkeeper

Through: Chandra Nicholson, Economic Development and Planning Director

Date: November 7, 2014

Subject: Monetary Donation to the City of Gautier (Cultural Services Division)

REQUEST:

The Economic Development and Planning Department requests City Council authorization to accept a monetary donation from Rachel B. Finnie Photography to be used by the Cultural Services Division.

BACKGROUND:

During the 2014 Jackson County Youth Football Association season, Rachel B. Finnie Photography provided photo packages to participants for a fee. Rachel B. Finnie Photography has offered to donate 10% of the proceeds ($250.00) from the photo sales to the City for use by the Cultural Services Division.

DISCUSSION:

The Economic Development and Planning Department has determined that it is in the best interest of the City of Gautier to accept this monetary donation of $250.00 from Rachel B. Finnie.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize the acceptance of the donation as described above.

City Council may:

1. Authorize acceptance of the monetary donation as presented; or
2. Disapprove acceptance of the monetary donation.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 265-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held November 4, 2014 are hereby approved.

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

Motion was made by **Councilwoman Martin**, seconded by **Councilman Anderson** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 4, 2014.

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

RESOLUTION NUMBER 028-2014
PROCLAMATION
(A Local Emergency)

WHEREAS, the City Council of the City of Gautier, Mississippi does hereby find that the conditions of extreme peril to the safety of persons and property within the City of Gautier, Mississippi, is forecast to receive oil slick in the Gulf of Mexico due to the explosion and collapse of the Deep Water Horizon oil rig in the Gulf of Mexico.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does exist throughout said City of Gautier, Mississippi; and

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND ORDERED that the City Manager or City Clerk is hereby authorized to executed any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Anderson** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 18, 2014.

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

ORDER NUMBER 266-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Final Plat for the Dees Landing Subdivision is hereby accepted.

IT IS FURTHER ORDERED that the Final Plat is hereby authorized to be recorded.

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

Motion was made by **Councilman Colledge,** seconded by **Councilwoman Martin** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting November 18, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Chandra Nicholson, Economic Development and Planning Director

Date: November 13, 2014

Subject: Dees Landing Subdivision Final Plat

REQUEST:
The Economic Development & Planning Department recommends the Council accept the Final Plat for the Dees Landing Subdivision and authorize recording the Final Plat (GPC # 13-28-SD).

BACKGROUND:
The project is located at the southeast end of Homestead Boulevard, and identified as Jackson County Parcel Nos. 81807045.030, 81807045.000 & 81807045.025. City Council approved the Preliminary Plat and Development Order for the Dees Landing Subdivision, March 18, 2014. The required infrastructure improvements have been made by the Owner and inspected as complete by the Public Works Director, Chad Jordan in accordance with the approved construction plans, specifications, Preliminary Plat, and Development Order. All required submittals have been received. Staff finds no substantial change between the Preliminary Plat and the Final Plat.

RECOMMENDATION:
Pursuant to state statute, City Council must accept a Final Plat if all improvements have been made in accordance with the Preliminary Plat approval.

ATTACHMENT(S):

Final Plat

SUBDIVISION PLAT FOR
DEES LANDING SUBDIVISION
HOMESTEAD ROAD
CLAIM SECTION 7, TOWNSHIP 7 SOUTH, RANGE 6 WEST
JACKSON COUNTY, MISSISSIPPI
CITY OF GAUTIER

CERTIFICATION BY PROFESSIONAL LAND SURVEYOR

STATE OF MISSISSIPPI
COUNTY OF JACKSON

THIS TO CERTIFY THAT I, B. ARON CHESNEY, REGISTERED SURVEYOR, HAVE SURVEYED THE LAND DESCRIBED ON THE FACE OF THIS PLAT AND HAVE SUBDIVIDED SAID LAND INTO LOTS AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF.

SIGNED, THIS, THE_____DAY OF_____, 2014.

_____
B. ARON CHESNEY, PLS
BATSON AND BROWN, INC.
4347 OLD SPANISH TRAIL
GAUTIER, MS 39553

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY CAME AND APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR THE JURISDICTION AFORESAID, THE WITHIN NAMED B. ARON CHESNEY, WHO ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE FOREGOING CERTIFICATE ON THE DATE THEREIN WRITTEN AND FOR THE PURPOSE THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE, THIS, THE_____DAY OF_____, 2014.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES (SEAL)

CERTIFICATION BY OWNER

STATE OF MISSISSIPPI
COUNTY OF JACKSON

KNOW ALL MEN BY THESE PRESENTS THAT I, WILBUR DEES, WHO AS OWNER OF ALL THE LAND SHOWN ON THIS PLAT OF DEES LANDING SUBDIVISION, CERTIFY THAT THIS PLAT WAS MADE AT THE REQUEST AND ACCORDING TO THE DIRECTIONS OF SAID UNDERSIGNED OWNER, AND THE SAME IS HEREBY APPROVED, AND AS OWNER HAVE CAUSED THIS PLAT OF DEES LANDING SUBDIVISION TO BE SIGNED AND DELIVERED. ALL ROADS AND RIGHT-OF-WAYS SHOWN ARE DEDICATED TO THE PUBLIC AS SUCH FOREVER.

WITNESS OUR SIGNATURES, THIS THE _____DAY OF_____, 2014.

_____
WILBUR DEES
15078 LAURELWOOD DRIVE
GULFPORT, MS 39503

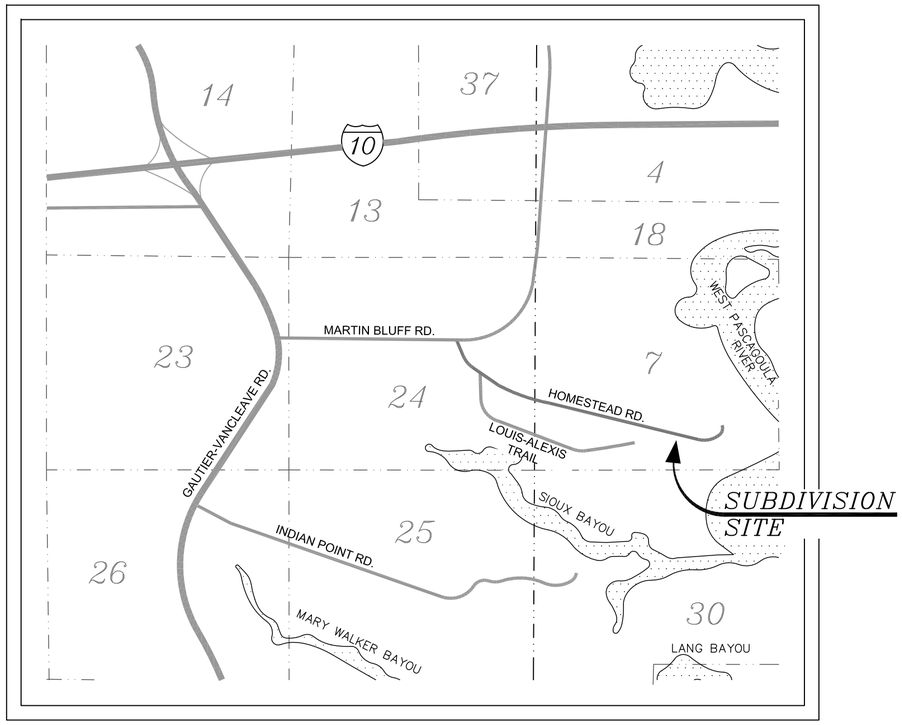
ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY CAME AND APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR THE JURISDICTION AFORESAID, THE WITHIN NAMED WILBUR DEES WHO ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE FOREGOING CERTIFICATE ON THE DATE THEREIN WRITTEN AND FOR THE PURPOSES THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS, THE _____DAY OF _____, 2014.

_____ _____ (SEAL)
NOTARY PUBLIC MY COMMISSION EXPIRES



CERTIFICATION OF APPROVAL OF FINAL PLAT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

FINAL APPROVAL OF PLAT BY THE CITY OF GAUTIER, AT THE REGULAR MEETING OF SAID CITY HELD ON THE_____DAY OF_____, 2014, SAID PROCEEDINGS BEING DULY RECORDED IN MINUTE BOOK_____, PAGE_____.

WITNESS OUR HAND AND THE OFFICIAL SEAL OF THE CITY OF GAUTIER, MISSISSIPPI THIS THE_____DAY OF _____, 2014.

_____ _____ _____
CITY ENGINEER BY: CITY CLERK MAYOR – CITY OF GAUTIER

CERTIFICATION OF COMPARISION

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT WE HAVE EACH COMPARED THIS RECORD PLAT WITH THE ORIGINAL PLAT OF DEES LANDING SUBDIVISION, AND THAT WE FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF AND OF THE WHOLE SAID PLAT.

WITNESS OUR SIGNATURES, THIS, THE_____DAY OF_____, 2014.

_____ _____ _____
CHANCERY CLERK BY: DEPUTY CLERK SURVEYOR

CERTIFICATION OF FINAL ACCEPTANCE

STATE OF MISSISSIPPI
COUNTY OF JACKSON

FINAL APPROVAL OF PLAT BY THE CITY OF GAUTIER CITY COUNCIL.
THIS, THE _____ DAY _____, 2014.

_____ _____
BY: CITY CLERK MAYOR – CITY OF GAUTIER

CERTIFICATION OF RECORDATION

STATE OF MISSISSIPPI
COUNTY OF JACKSON

THIS IS TO CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE AND RECORDED IN PLAT BOOK NO._____, PAGE NO._____, ON THE _____DAY OF_____, 2014.

_____ _____
CHANCERY CLERK BY: DEPUTY CLERK

COVENANTS RECORDED DEED BOOK ____ PAGE ____ ***SHEET 1 OF 3***

PLAT BOOK ____ PAGE ____

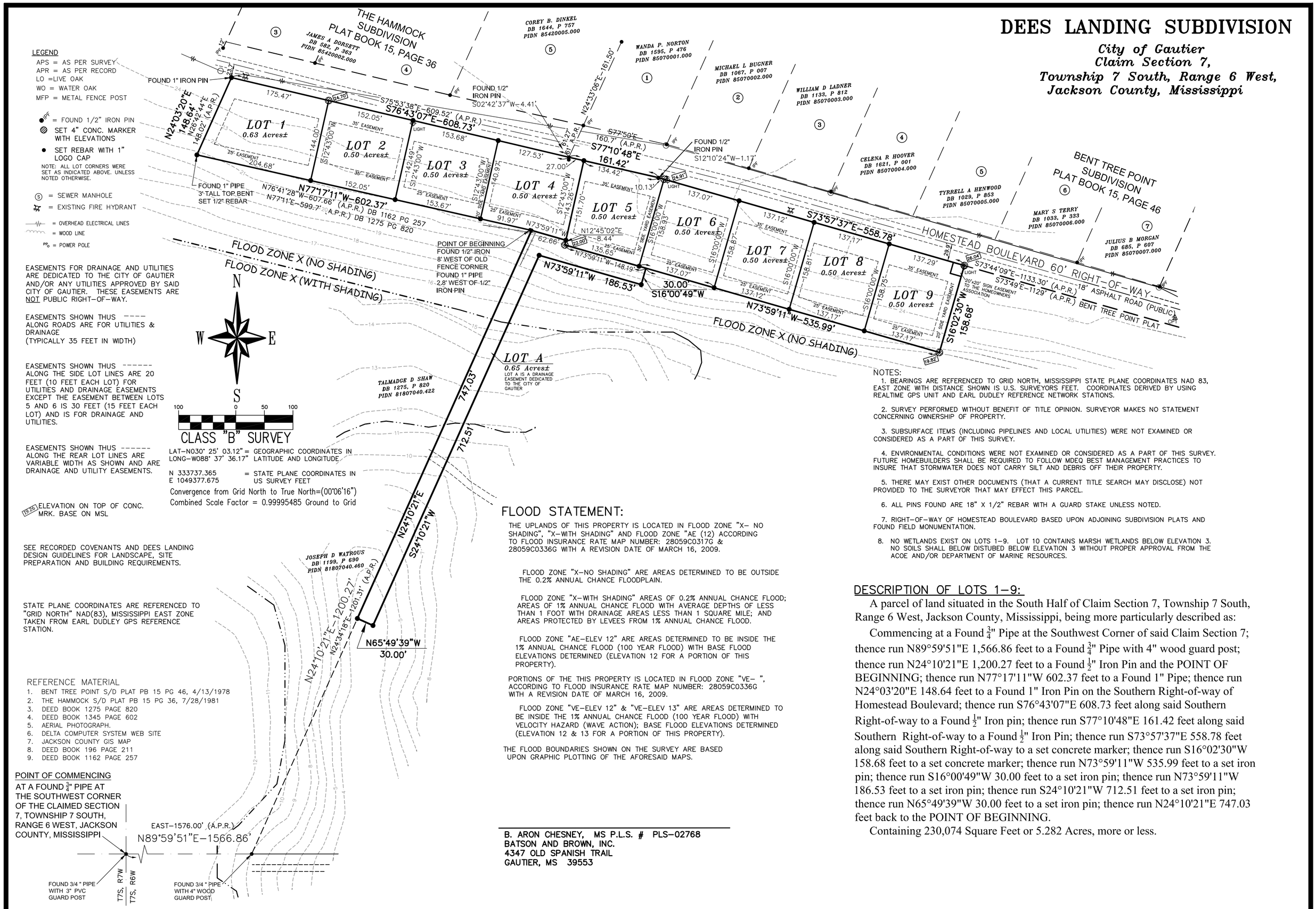
SCALE: 1" = 100'
DATE: 10/29/2014
DRAWN BY: TARRIN

BATSON AND BROWN, INC. CONSULTING ENGINEERS
WIGGINS ☐ LUCEDALE ☐ PASCAGOULA, MISSISSIPPI

45619-PLAT

DEES LANDING SUBDIVISION

City of Gautier
Claim Section 7,
Township 7 South, Range 6 West,
Jackson County, Mississippi



LEGEND

APS = AS PER SURVEY
APR = AS PER RECORD
LO = LIVE OAK
WO = WATER OAK
MFP = METAL FENCE POST

IPF = FOUND 1/2" IRON PIN
SET 4" CONC. MARKER WITH ELEVATIONS
SET REBAR WITH 1" LOGO CAP

NOTE: ALL LOT CORNERS WERE SET AS INDICATED ABOVE. UNLESS NOTED OTHERWISE.

S = SEWER MANHOLE
= EXISTING FIRE HYDRANT
= OVERHEAD ELECTRICAL LINES
= WOOD LINE
PP = POWER POLE

EASEMENTS FOR DRAINAGE AND UTILITIES ARE DEDICATED TO THE CITY OF GAUTIER AND/OR ANY UTILITIES APPROVED BY SAID CITY OF GAUTIER. THESE EASEMENTS ARE NOT PUBLIC RIGHT-OF-WAY.

EASEMENTS SHOWN THUS ---- ALONG ROADS ARE FOR UTILITIES & DRAINAGE (TYPICALLY 35 FEET IN WIDTH)

EASEMENTS SHOWN THUS ------ ALONG THE SIDE LOT LINES ARE 20 FEET (10 FEET EACH LOT) FOR UTILITIES AND DRAINAGE EASEMENTS EXCEPT THE EASEMENT BETWEEN LOTS 5 AND 6 IS 30 FEET (15 FEET EACH LOT) AND IS FOR DRAINAGE AND UTILITIES.

EASEMENTS SHOWN THUS ------ ALONG THE REAR LOT LINES ARE VARIABLE WIDTH AS SHOWN AND ARE DRAINAGE AND UTILITY EASEMENTS.

LAT-N030° 25' 03.12" = GEOGRAPHIC COORDINATES IN
LONG-W088° 37' 36.17" LATITUDE AND LONGITUDE

N 333737.365
E 1049377.675 = STATE PLANE COORDINATES IN US SURVEY FEET

Convergence from Grid North to True North=(00°06'16")
Combined Scale Factor = 0.99995485 Ground to Grid

19.26 ELEVATION ON TOP OF CONC. MRK. BASE ON MSL

SEE RECORDED COVENANTS AND DEES LANDING DESIGN GUIDELINES FOR LANDSCAPE, SITE PREPARATION AND BUILDING REQUIREMENTS.

STATE PLANE COORDINATES ARE REFERENCED TO "GRID NORTH" NAD(83), MISSISSIPPI EAST ZONE TAKEN FROM EARL DUDLEY GPS REFERENCE STATION.

REFERENCE MATERIAL

1. BENT TREE POINT S/D PLAT PB 15 PG 46, 4/13/1978
2. THE HAMMOCK S/D PLAT PB 15 PG 36, 7/28/1981
3. DEED BOOK 1275 PAGE 820
4. DEED BOOK 1345 PAGE 602
5. AERIAL PHOTOGRAPH.
6. DELTA COMPUTER SYSTEM WEB SITE
7. JACKSON COUNTY GIS MAP
8. DEED BOOK 196 PAGE 211
9. DEED BOOK 1162 PAGE 257

POINT OF COMMENCING

AT A FOUND $\frac{3}{4}$" PIPE AT THE SOUTHWEST CORNER OF THE CLAIMED SECTION 7, TOWNSHIP 7 SOUTH, RANGE 6 WEST, JACKSON COUNTY, MISSISSIPPI

FLOOD STATEMENT:

THE UPLANDS OF THIS PROPERTY IS LOCATED IN FLOOD ZONE "X- NO SHADING", "X-WITH SHADING" AND FLOOD ZONE "AE (12) ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER: 28059C0317G & 28059C0336G WITH A REVISION DATE OF MARCH 16, 2009.

FLOOD ZONE "X-NO SHADING" ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

FLOOD ZONE "X-WITH SHADING" AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

FLOOD ZONE "AE-ELEV 12" ARE AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD) WITH BASE FLOOD ELEVATIONS DETERMINED (ELEVATION 12 FOR A PORTION OF THIS PROPERTY).

PORTIONS OF THE THIS PROPERTY IS LOCATED IN FLOOD ZONE "VE- ", ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER: 28059C0336G WITH A REVISION DATE OF MARCH 16, 2009.

FLOOD ZONE "VE-ELEV 12" & "VE-ELEV 13" ARE AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD) WITH VELOCITY HAZARD (WAVE ACTION); BASE FLOOD ELEVATIONS DETERMINED (ELEVATION 12 & 13 FOR A PORTION OF THIS PROPERTY).

THE FLOOD BOUNDARIES SHOWN ON THE SURVEY ARE BASED UPON GRAPHIC PLOTTING OF THE AFORESAID MAPS.

B. ARON CHESNEY, MS P.L.S. # PLS-02768
BATSON AND BROWN, INC.
4347 OLD SPANISH TRAIL
GAUTIER, MS 39553

NOTES:

1. BEARINGS ARE REFERENCED TO GRID NORTH, MISSISSIPPI STATE PLANE COORDINATES NAD 83, EAST ZONE WITH DISTANCE SHOWN IS U.S. SURVEYORS FEET. COORDINATES DERIVED BY USING REALTIME GPS UNIT AND EARL DUDLEY REFERENCE NETWORK STATIONS.
2. SURVEY PERFORMED WITHOUT BENEFIT OF TITLE OPINION. SURVEYOR MAKES NO STATEMENT CONCERNING OWNERSHIP OF PROPERTY.
3. SUBSURFACE ITEMS (INCLUDING PIPELINES AND LOCAL UTILITIES) WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
4. ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. FUTURE HOMEBUILDERS SHALL BE REQUIRED TO FOLLOW MDEQ BEST MANAGEMENT PRACTICES TO INSURE THAT STORMWATER DOES NOT CARRY SILT AND DEBRIS OFF THEIR PROPERTY.
5. THERE MAY EXIST OTHER DOCUMENTS (THAT A CURRENT TITLE SEARCH MAY DISCLOSE) NOT PROVIDED TO THE SURVEYOR THAT MAY EFFECT THIS PARCEL.
6. ALL PINS FOUND ARE 18" X 1/2" REBAR WITH A GUARD STAKE UNLESS NOTED.
7. RIGHT-OF-WAY OF HOMESTEAD BOULEVARD BASED UPON ADJOINING SUBDIVISION PLATS AND FOUND FIELD MONUMENTATION.
8. NO WETLANDS EXIST ON LOTS 1-9. LOT 10 CONTAINS MARSH WETLANDS BELOW ELEVATION 3. NO SOILS SHALL BELOW DISTUBED BELOW ELEVATION 3 WITHOUT PROPER APPROVAL FROM THE ACOE AND/OR DEPARTMENT OF MARINE RESOURCES.

DESCRIPTION OF LOTS 1-9:

A parcel of land situated in the South Half of Claim Section 7, Township 7 South, Range 6 West, Jackson County, Mississippi, being more particularly described as:

Commencing at a Found $\frac{3}{4}$" Pipe at the Southwest Corner of said Claim Section 7; thence run N89°59'51"E 1,566.86 feet to a Found $\frac{3}{4}$" Pipe with 4" wood guard post; thence run N24°10'21"E 1,200.27 feet to a Found $\frac{1}{2}$" Iron Pin and the POINT OF BEGINNING; thence run N77°17'11"W 602.37 feet to a Found 1" Pipe; thence run N24°03'20"E 148.64 feet to a Found 1" Iron Pin on the Southern Right-of-way of Homestead Boulevard; thence run S76°43'07"E 608.73 feet along said Southern Right-of-way to a Found $\frac{1}{2}$" Iron pin; thence run S77°10'48"E 161.42 feet along said Southern Right-of-way to a Found $\frac{1}{2}$" Iron Pin; thence run S73°57'37"E 558.78 feet along said Southern Right-of-way to a set concrete marker; thence run S16°02'30"W 158.68 feet to a set concrete marker; thence run N73°59'11"W 535.99 feet to a set iron pin; thence run S16°00'49"W 30.00 feet to a set iron pin; thence run N73°59'11"W 186.53 feet to a set iron pin; thence run S24°10'21"W 712.51 feet to a set iron pin; thence run N65°49'39"W 30.00 feet to a set iron pin; thence run N24°10'21"E 747.03 feet back to the POINT OF BEGINNING.

Containing 230,074 Square Feet or 5.282 Acres, more or less.

COVENANTS RECORDED DEED BOOK ____ PAGE ____ ***SHEET 2 OF 3***

PLAT BOOK ____ PAGE ____

SCALE: 1" = 100'
DATE: 10/29/2014
DRAWN BY: TARRIN

BATSON AND BROWN, INC. CONSULTING ENGINEERS
WIGGINS ☐ LUCEDALE ☐ PASCAGOULA, MISSISSIPPI

45619-PLAT

DEES LANDING SUBDIVISION

City of Gautier
Claim Section 7,
Township 7 South, Range 6 West,
Jackson County, Mississippi

N
W E
S

100 0 50 100

CLASS "B" SURVEY

LAT–N030° 25' 03.12" = GEOGRAPHIC COORDINATES IN
LONG–W088° 37' 36.17" LATITUDE AND LONGITUDE

N 333737.365 = STATE PLANE COORDINATES IN
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SEE SHEET 2 OF 3 FOR ZONING.

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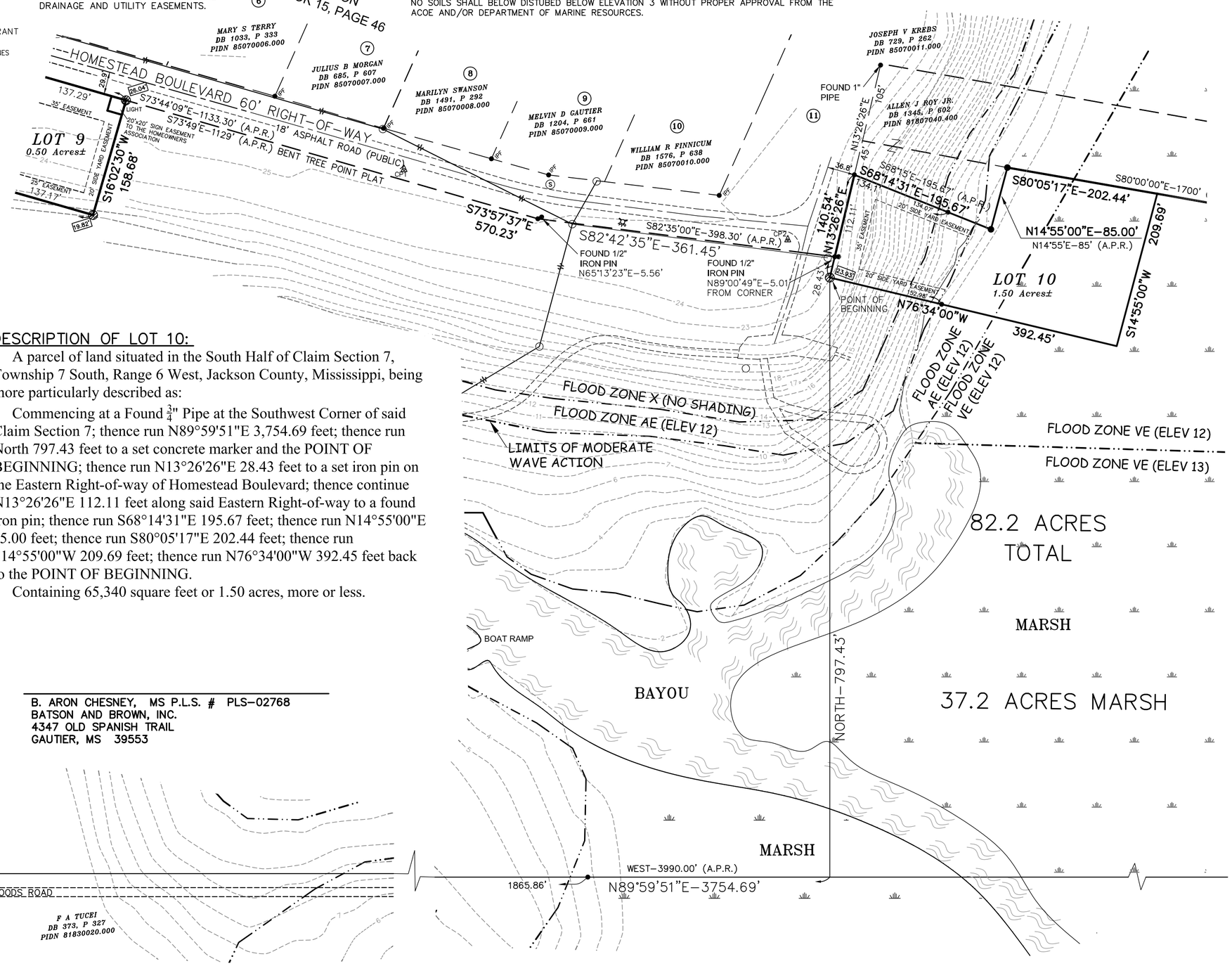
CONTROL POINTS

POINT #	NORTHING	EASTING
CP#1	333315.1870	1051034.6000
CP#2	333221.6500	1051545.0700



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Containing 65,340 square feet or 1.50 acres, more or less.

REFERENCE MATERIAL
1. BENT TREE POINT S/D PLAT PB 15 PG 46, 4/13/1978
2. THE HAMMOCK S/D PLAT PB 15 PG 36, 7/28/1981
3. DEED BOOK 1275 PAGE 820
4. DEED BOOK 1345 PAGE 602
5. AERIAL PHOTOGRAPH.
6. DELTA COMPUTER SYSTEM WEB SITE
7. JACKSON COUNTY GIS MAP
8. DEED BOOK 196 PAGE 211
9. DEED BOOK 1162 PAGE 257

B. ARON CHESNEY, MS P.L.S. # PLS–02768
BATSON AND BROWN, INC.
4347 OLD SPANISH TRAIL
GAUTIER, MS 39553

COVENANTS RECORDED DEED BOOK ____ PAGE ____

PLAT BOOK ____ PAGE ____

SHEET 3 OF 3

SCALE: 1" = 100'
DATE: 10/16/2014
DRAWN BY: TARRIN

BATSON AND BROWN, INC.
WIGGINS ☐ LUCEDALE ☐ PASCAGOULA, MISSISSIPPI
CONSULTING ENGINEERS

45619–PLAT

Councilwoman Martin made the motion to go into closed session. **Councilman Vaughan** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to go into executive session to discuss possible SEC litigation because of Financial Disclosure Statements. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to direct the City Manager and City Attorney to work with Butler Snow to make sure we are in compliance with disclosure statements**.** **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to return to open session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

*Elizabeth Thomas advised the Mayor and Council that name Butler Snow, O'Mara, Stevens & Cannada, PPLC has been changed to Butler Snow, LLC.

Citizen Comments:

Kathy Nesbitt at 6200 Brown Road commented on flooding at her residence from Fire Department. Ms. Nesbitt stated she never knew she was resident of Gautier and has lived at there for 34 years.

Councilwoman Martin made the motion to recess until Thursday, November 20th at 6:00 P.M. **Councilman Vaughan** seconded the motion and the vote carried unanimously.

APPROVED BY:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of December 2, 2014.