Mississippi Department of Marine Resources

SOLICITATION:	Invitation for Bids
SOLICITATION NUMBER:	**3160007842**
DESCRIPTION:	GBNERR Savanna Boardwalk Replacement
ISSUE DATE:	**January 22, 2026**
BID CLOSING LOCATION:	Mississippi Department of Marine Resources 1716 A J Holloway Dr. Biloxi, Mississippi 39532
BID COORDINATOR:	Rick Kinnard (228) 523-4147 procurement@dmr.ms.gov
CLOSING DATE AND TIME:	**February 24, 2026 @ 2:00 p.m.**

TABLE OF CONTENTS

INVITATION FOR BIDS ..... INVITATION FOR BIDS
ATTACHMENT A ..... LIST OF PRIOR EXPERIENCE
ATTACHMENT B ..... MAP OF PROPOSED PROJECT AREA
ATTACHMENT C ..... BIDDER STATEMENT OF COMPLIANCE
ATTACHMENT D ..... BID FORM
ATTACHMENT E ..... INSTRUCTIONS FOR MAGIC
ATTACHMENT F ..... MDMR CONTRACT TERMS AND CONDITIONS
ATTACHMENT G ..... MISS. CODE ANN. § 31-5-33 & MISS. CODE ANN. § 31-7-305

SECTION 00 52 15 ..... AGREEMENT
SECTION 01 20 00 ..... MEASUREMENT AND PAYMENT PROCEDURES
SECTION 01 29 00 ..... PAYMENT PROCEDURES
SECTION 01 29 73 ..... SCHEDULE OF VALUES
SECTION 01 31 00 ..... PROJECT MANAGEMENT AND COORDINATION
SECTION 01 32 00 ..... CONSTRUCTION PROGRESS DOCUMENTATION
SECTION 01 32 23 ..... SURVEYS AND LAYOUT DATA
SECTION 01 32 33 ..... PHOTOGRAPHIC DOCUMENTATION
SECTION 01 33 00 ..... SUBMITTAL PROCEDURES
SECTION 01 35 29 ..... SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS
SECTION 01 35 43 ..... ENVIRONMENTAL PROTECTION
SECTION 01 40 00 ..... CONTRACTOR QUALITY CONTROL
SECTION 01 77 00 ..... CLOSEOUT PROCEDURES

INVITATION FOR BIDS

Project: **MDMR – GBNERR Savanna Boardwalk Replacement**

Contracting Agency: **Mississippi Department of Marine Resources**

To: **Prospective Bidders**

1.0 PURPOSE AND STATEMENT OF WORK

The Mississippi Department of Marine Resources ("MDMR", "Agency", or "State") is seeking sealed bids for the project **"GBNERR Savanna Boardwalk Replacement"** (the "Project").

This Project is solicited by MDMR to replace the Savanna Trail Boardwalk at the Grand Bay National Estuarine Research Reserve (GBNERR) in Moss Point, MS.

The Project requirements are detailed in this Invitation for Bids and the Contract Documents. The Contract Documents include the Section 00 52 15 Agreement, the MDMR Standard Contract Terms and Conditions (Attachment F), the scope of work, and this Invitation for Bids (including Attachments A through G), together with any addendum that may be issued through the solicitation process. Following award of the Contract, the Contract Documents will also include the Contractor's Bid, the Notice of Award, the Notice to Proceed, the insurance certificates and endorsements required for this Project, and any addenda, Change Orders or modifications that may be issued. The Section 00 52 15 Agreement may be referred to as the "Agreement" or the "Contract" throughout the Contract Documents.

MDMR is seeking bidders with qualifications, experience, equipment, and labor for the work detailed herein. The selected bidder shall complete all work as specified in the Contract Documents as defined in Article 1 of the Section 00 52 15 Agreement ("Work").

The Contract will be awarded to the lowest responsible/responsive bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids. The "lowest responsible/responsive bidder" is the one who supplies the lowest price for the Work as specified on the Bid Form attached hereto as Attachment "D" and meets all requirements of Section 2.7, Minimum Bid Requirements, and Section 2.10, Standards of Responsibility. MDMR reserves the right to accept or reject any or all bids. Alternates may be awarded as funding allows. The successful bidder shall have prior experience in construction projects and shall list that experience in Attachment A, List of Prior Experience.

The Contract Documents may be examined at the office of the Mississippi Department of Marine Resources, Attn: Rick Kinnard, 1716 AJ Holloway Dr, Biloxi, MS 39532.

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

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

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

2.1. Issuing Office

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

2.2. Pre-Bid Meeting

An optional Pre-Bid Meeting will be held at 10:00 a.m., 2/10/2026 at 6005 Bayou Heron Rd., Moss Point, MS 39562. The purpose of the pre-bid meeting is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the procurement requirements.

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

2.3. Deadline

All bids must be received by MDMR no later than 2:00 p.m. 2/24/2026. All bids received after the deadline will be returned unopened. If a bid is to be mailed, bidders should use certified mail with a return receipt guaranteed. MDMR will not be responsible for mail delays or lost mail.

Bids must be labeled as follows:

MDMR – GBNERR SAVANNA TRAIL BOARDWALK

Mississippi Department of Marine Resources
Attention: Rick Kinnard
1716 AJ Holloway Dr.
Biloxi, MS 39532

Bidder's name: _____

Bidder's legal address: _____

Bid for Solicitation #: _____

Certificate of Responsibility No. _____

SEALED BID – DO NOT OPEN

Bids will be opened in the presence of two (2) or more procurement officials. All written bids shall be recorded and maintained as a public record. Bids will be opened publicly and read aloud at 2:00 p.m., 2/24/2026, at the MDMR office located at 1716 AJ Holloway Dr., Procurement Office, Biloxi, Mississippi 39532.

2.4. Force Majeure Event

If MDMR is closed for any reason, including but not limited to: Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, hurricanes, tropical storms, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the delivery of Bids by the advertised deadline, the bid submission deadline shall take place the next business day that MDMR shall be open and at the previously advertised time. The new date and time of the bid submission deadline, as determined in accordance with this section, shall not be advertised, and all bidders, upon submission of a bid submission, shall be deemed to have knowledge of and shall have agreed to the provisions of this section. Bids shall be received by MDMR until the new date and time of the bid deadline as set forth herein. **MDMR shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of MDMR as a result of a Force Majeure Event.** Each bidder shall be required to ensure the delivery and receipt of its bid by MDMR prior to the new date and time of the bid submission deadline.

2.5. Nonresident Bidder

In accordance with Miss. Code Ann. § 31-3-21(3), in the letting of public contracts, preference shall be given to resident bidders, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident

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

2.6. Magic

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

2.7. Minimum Bid Requirements

Bids shall contain the following minimum information:

A. One (1) original and 2 copies shall be submitted along with one pdf copy on a flash drive.

B. Fully completed and/or executed copies of Attachments A, C, and D, attached hereto.

C. The written information for a responsibility determination in accordance with Section 2.10, Standards of Responsibility, in this Invitation for Bids.

D. A copy of bidder's current Certificate of Responsibility (commercial license) issued by the State of Mississippi for the type of work to be performed under this Invitation for Bids, pursuant to Miss Code Ann. § 31-3-21(1) and (2). **The Certificate of Responsibility number must appear on the exterior of the bid envelope.**

E. A copy of the bidder's current Certificate of Good Standing from the Mississippi Secretary of State.

F. If the bidder is a non-resident contractor, a copy of bidder's **current** state bidder preference law pertaining to that State's treatment of non-resident contractors, pursuant to Miss. Code Ann. § 31-3-21(3) or a statement on letterhead and signed by the same person who signs the Bid Form stating that no preference laws exist in that state. The State of Residency of a contractor shall be the same as the corporate office as reported by the Mississippi Secretary of State's office.

G. Performance Bond and Bid Security are not required for this project.

2.8. Response to Inquiries

All questions regarding this Invitation to Bids must be submitted in writing to Rick Kinnard via email at procurement@dmr.ms.gov or by mail to 1716 AJ Holloway Dr, Biloxi, MS 39532, Attn: Procurement Office, and must be received by MDMR by 2:00 p.m., CST, 2/12/2026. Questions submitted after this date will not be considered. Bidders shall provide an email address or fax number for MDMR to direct

the consolidated "question and answer" document. MDMR answers will be provided in writing and transmitted via email or fax to all prospective bidders who are known to have requested and received a copy of the bid package. Only answers transmitted in this manner will be considered official and valid by MDMR. No negotiations, decisions, or actions shall be initiated by any bidder as a result of any verbal discussion with any State or Agency representative.

2.9. Proprietary Information/Mississippi Public Records Act

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

2.10. Standards of Responsibility

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

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

A. A satisfactory record of relevant experience (up to 3 points)

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

a. Any projects directly related to a similar scope of work as described in this IFB.

B. A commercial working knowledge of the requirements of this Project and how the contractor:

a. Will take safety measures while working. (up to 10 points)

C. A satisfactory record of integrity (up to 3 points)

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

D. A satisfactory record of performance (up to 3 points)

a. Provide a listing of all relevant projects within and around the Southeast for the past three (3) years and identify the completion dates (scheduled and actual) and whether the project resulted in a positive outcome.

The burden is on the prospective bidder to thoroughly demonstrate its responsibility in the above-listed categories. Any bidder with an overall score of nine (9) points or below, or a score of one (1) point or below in categories A, C and D, or a score of four (4) points or below in Category B, on the above Standards of Responsibility will be deemed non-responsible and will be rejected**.**

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

2.11. Waiver of Informalities or Rejection of Bids

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

A. Failure to comply with the requirements of the Invitation for Bids and any of its Addenda;

B. Bidder is in arrears on existing contracts with MDMR or another governing authority or state agency;

C. Bidder is, anticipates being, or has been within the last five (5) years in litigation or arbitration with MDMR or another governing authority or a state agency;

D. Bidder has defaulted on a previous contract;

E. The bid contains unauthorized amendments to the requirements of the Invitation for bids;

F. The bid is conditional or qualified;

G. The bid is incomplete or contains irregularities, which make the bid indefinite or ambiguous;

H. The bid is not signed by an authorized representative of the party;

I. The bid contains false or misleading statements or references;

J. The bidder is determined to be non-responsible;

K. The bid ultimately fails to meet the announced requirements of the State in some material aspect;

L. The bid price is clearly unreasonable;

M. The bid is not responsive, i.e., does not conform in all material respects to the Invitation for Bids; and,

N. The work or materials offered in the bid are unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternative or other acceptability criteria set forth in the Invitation for Bids.

2.12. Disposition of Bids

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

2.13. Conditions of the Solicitation

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

Before preparing the bid, all parties should note:

A. MDMR accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

B. The award of a contract for any bid is contingent upon the following:

1. Favorable evaluation of the bid;
2. Availability of funds; and,
3. Approval of the Public Procurement Review Board.

C. Contracted parties will be required to assume full responsibility for all specified services, materials, labor and equipment, and may subcontract only as specified in Attachment F, "MDMR Standard Contract Terms and Conditions," herein.

2.14. Withdrawal of Bids

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

2.15. Bid Modification Requests

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

2.16. Addenda to Bid Specifications

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

2.17. Acknowledgement of Addendum

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

2.18. Information Regarding References

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

2.19. Performance, Payment, and Tax Bonds

There are NO bonds required for this project.

2.20. Award of Contract

If MDMR makes an award for the Project, MDMR will do so within ninety (90) days after opening the bids. Should there be any reason why the Contract cannot be awarded within ninety (90) days after bid opening, the time may be extended by written mutual agreement between MDMR and the successful bidder. The Notice of Award shall be accompanied by the Contract. Actions taken by a bidder prior to final execution of such Contract will be at the bidder's OWN RISK and MDMR will not be liable for such action. The party to whom the Contract is awarded will be required to execute the Contract within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. In case of failure of the bidder to execute the Contract or submit other required documents, MDMR may award the Contract to the next lowest and best responsible/responsive bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids.

When the Contract is fully executed, an executed duplicate of the Contract shall be returned to the bidder. Such notice of withdrawal shall be effective upon receipt of the notice by MDMR.

A Notice to Proceed is anticipated to be issued in March 2026.

2.21. Equal Opportunity

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

2.22. Applicable Laws

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

regulations.

2.23. Governing Law

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

2.24. Certification of Independent Price Determination

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

2.25. Procurement Regulations

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

2.26. Contract Documents

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

3.0 PERIOD OF PERFORMANCE

The period of performance for this Contract ("Contract Time") shall commence upon issuance of a Notice to Proceed by MDMR. A Notice to Proceed is anticipated to be issued in March 2026. The successful contractor will be allowed until June 30, 2026 to complete all construction activities. The successful contractor must begin work within seven (7) calendar days of any such Notice to Proceed.

4.0 INSURANCE REQUIREMENTS

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

5.0 RELATIONSHIP OF PARTIES

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

deemed in any way, directly or indirectly, expressly, or by implication, to be an employee of MDMR. The successful contractor will be an independent contractor.

6.0 CONTRACT ADMINISTRATION

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

7.0 COMPENSATION

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

8.0 CONTRACT TERMS AND CONDITIONS

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

9.0 LIST OF ATTACHMENTS AND FORMS

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

Attachment A – List of Prior Experience

Attachment B – Map of Proposed Project Area

Attachment C – Bidder Statement of Compliance

Attachment D – Bid Form

Attachment E – Instructions for MAGIC

Attachment F – MDMR Standard Contract Terms and Conditions

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

Appendix A

ATTACHMENT A

List of Prior Experience

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

Date Work Performed: _____

Agency: _____

Agency Contact Name: _____

Agency Contact Phone Number:_____

Name of Project: _____

Address of Project: _____

Scope of Project: _____

Client Name: _____

Client Phone Number: _____

Work Performed by Bidder [ ] or Subcontractor [ ]

If subcontractor, list subcontractor name: _____

Date Work Performed: _____

Agency: _____

Agency Contact Name: _____

Agency Contact Phone Number:_____

Name of Project: _____

Address of Project: _____

Scope of Project: _____

Client Name: _____

Client Phone Number: _____

Work Performed by Bidder [ ] or Subcontractor [ ]

If subcontractor, list subcontractor name: _____

Date Work Performed: _____

Agency: _____

Agency Contact Name: _____

Agency Contact Phone Number:_____

Name of Project: _____

Address of Project: _____

Scope of Project: _____

Client Name: _____

Client Phone Number: _____

Work Performed by Bidder [ ] or Subcontractor [ ]

If subcontractor, list subcontractor name: _____

Date Work Performed: _____

Agency: _____

Agency Contact Name: _____

Agency Contact Phone Number:_____

Name of Project: _____

Address of Project: _____

Scope of Project: _____

Client Name: _____

Client Phone Number: _____

Work Performed by Bidder [ ] or Subcontractor [ ]

If subcontractor, list subcontractor name: _____

ATTACHMENT B

Map of Proposed Project Area

ATTACHMENT C

Bidder Statement of Compliance

State of _____

County of _____

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

Bidder's Representation Regarding Contingent Fees

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

Bidder's Non-Collusion Certification

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

a) Fix prices in the attached Bid or for other Bidders;

b) Fix or make arrangements to restrict land use availability or lease/rental prices for this Bid or for other Bidders; or

c) Fix any overhead, profit or cost elements for this Bid or for other Bidders.

Bidder's History, Debarment and Suspension Representations

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

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction;

c) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in b) and c) above; and,

e) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

No Conflict of Interest

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

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

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

All of the foregoing is true and correct:

Bidder: _____

Date: _____

Authorized Signature: _____

Name: _____

Typed/Printed

Title: _____

SWORN TO AND SUBSCRIBED before me, this the____day of_____, 20_____.

_____

NOTARY PUBLIC

My Commission Expires:

_____ [SEAL]

ATTACHMENT D

Bid Form

1.0 BID RECIPIENT

This Bid is submitted by_____(hereinafter called "Bidder") doing business as a_____(insert "a corporation," "an individual" as applicable; if a corporation, indicate state of incorporation; or a "joint venture") to:

Mississippi Department of Marine Resources
Attention: Rick Kinnard
1716 AJ Holloway Dr.
Biloxi, Mississippi 39532

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

2.0 BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Invitation for Bids, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of MDMR. Should the Base Bid be accepted by MDMR, all Alternate pricing shall remain good for 120 days and all offered unit prices shall be good for the life of the contract.

3.0 BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

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

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

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

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

F. Bidder is aware of the general nature of work to be performed at the site that relates to the Work as indicated in the Contract Documents.

G. Bidder has given MDMR written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, (including, but not limited to, the Drawings and Specifications), and the written resolution thereof by MDMR is acceptable to Bidder.

H. The Invitation for Bids is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 BID FORM INSTRUCTIONS

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

shall have a current power of attorney attached that certifies the agent's authority to bind the bidder.

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

GBNERR SAVANNA TRAIL BOARDWALK
Mississippi Department of Marine Resources
1716 A J Holloway Dr.
Biloxi, MS 39532

BID SCHEDULE - BASE BID

All labor, materials, equipment, mobilization, and demobilization pertaining to the procurement and execution of the scope of work as shown and specified within the contract documents.

1. Demolition of existing 1014' decking and stringers;
2. Installation of new 2" x 6" 2.5 CCA treated rough cut stringers (4) @ 18 O.C. per 10' bent, outside stringers lagged to pilings with 3/8 x 6" HDG lags;
3. Install new 1' X 5' ThruFlow Legacy XP deck panels or approved equivalent;
4. Decking screwed down with 3.5" SS panhead deck screws;
5. Install new 4"x4" wheelchair bumper, bumpers secured using 1/2" x 6" HDG lags.

TOTAL –Lump Sum BASE BID ($) _____

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

BIDDER'S SIGNATURE _____

_____
Printed Name and Title

_____
Written Total Amount of Bid

Note: Bids shall include all applicable taxes and fees. All blanks shall be filled in. Total

amount of Bid shall be the Base Bid. Contract Award will be made according to the Invitation for Bids. Award will be made to only one Bidder based upon the most advantageous combination to MDMR of the Base Bid, plus Alternates if selected, from this Bid Form and determination of the lowest and best, responsive, responsible bidder according to the Invitation for Bids.

1. The Bidder agrees that the Work shall be completed within 120 calendar days as stipulated in the Agreement.
2. The following documents are attached to and made a condition of this Bid:
    a. Bid Security (surety bond, cashier's check, or certified check);
    b. Power of Attorney (For Surety Bond only);
    c. Authority to Execute Contract (for any corporate employee other than the president or vice-president); and
    d. A list of all subcontractors, surveyors and suppliers associated with this Bid.

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

This Bid is submitted by:

If Bidder is:

An Individual

Name:_____

(Typed or Printed)

By: _____

(Individual's Signature)

Doing business as: _____

State Contractor License No. _____

A Partnership

Partnership
Name: _____

(Typed or Printed)

By: _____

(Signature of General Partner – attach evidence of authority to sign)

Name: _____

(Typed or Printed)

State Contractor License No. _____

A Corporation

Corporation Name: _____

(Seal)

State of Incorporation: _____

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

By: _____

(Signature, attach evidence of authority to sign)

Name: _____

(Typed or Printed)

Title: _____

(Corporate Seal)

Attest: _____

Date of Qualification to do business in Mississippi is_____/_____/_____.

State Contractor License No. _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

(Seal)

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

Name:_____

Title: _____

Bidder's Business Address: _____

_____

_____

Phone No. _____

Email:_____

Submitted on_____, 20_____

State Contractor License No. _____

ATTACHMENT E

Instructions for MAGIC

TO: Vendors for the State of Mississippi

FROM: Mississippi Department of Marine Resources Office of Procurement

SUBJECT: Instructions to register as Vendor

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

Please complete the online registration at this address:

https://www.dfa.ms.gov/mmrs-vendors

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

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

Mississippi Department of Marine Resources

Office of Procurement

ATTACHMENT F

MDMR Contract Terms and Conditions

Applicable to All Work

1.0 AVALABILITY OF FUNDS.

It is expressly understood and agreed that the obligation of MDMR to proceed under this Agreement is conditioned upon the receipt of funds from the Mississippi State Legislature and/or the appropriation of funds by the Mississippi State Legislature for this Project. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to State, MDMR shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDMR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

2.0 REPRESENTATIVES

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

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

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

to MDMR.

3.0 AUTHORITY OF ARCHITECT

Not Applicable.

4.0 AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified and registered to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

5.0 EMPLOYMENT STATUS

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

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

6.0 CONTRACTOR'S PERSONNEL

MDMR shall, throughout the life of the Contract, have the right of reasonable rejection

and approval of staff or subcontractors assigned to the Work by Contractor. If MDMR reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to MDMR in a timely manner and at no additional cost to MDMR. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor. Contractor must receive pre-approval from MDMR prior to subcontracting with any company and/or individual not listed as a subcontractor in the bid submittal. The Request to Subcontract form is attached in Appendix G.

7.0 DRUG-FREE WORK FORCE

A. The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. MDMR will not be responsible for implementing, overseeing or enforcing the Contractor's drug-free work force program.

B. Contractor programs shall include the following, or appropriate alternatives:

1. Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

2. Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

3. Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

4. Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

a. The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the Work being performed under the Contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

b. In addition, the Contractor may establish a program for employee drug testing—

1) When there is a reasonable suspicion that an employee uses illegal drugs;

2) When an employee has been involved in an accident or unsafe practice;

3) As part of or as a follow-up to counseling or rehabilitation for illegal drug use; or

4) As part of a voluntary employee drug testing program.

c. The Contractor may establish a program to test applicants for employment for illegal drug use.

C. Contractor shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractor shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

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

8.0 NOTIFICATION OF OWNERSHIP CHANGES

A. Contractor shall make the following notifications in writing:

1. When Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify MDMR within 30 days.

2. Contractor shall also notify MDMR within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

3. Contractor shall:

a. Maintain current, accurate, and complete inventory records of assets and their costs;

b. Provide MDMR or its designated representative ready access to records reasonably related to the performance of the Work performed hereunder upon request;

c. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of Contractor's ownership changes; and

d. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership

change.

9.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

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

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

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

10.0 INTERPRETATION OF PLANS AND SPECIFICATIONS

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

In the event there is a discrepancy between the Specifications and the Plans or Drawings, the Specifications take precedence over the Drawings. In the event of any discrepancy

between any Plans or Drawing and the figures written thereon, the figures shall be taken as correct.

11.0 INSPECTION

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

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

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

12.0 PUBLIC CONVENIENCE AND SAFETY

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

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

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

13.0 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

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

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

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

15.0 RESPONSIBILITY FOR DAMAGE

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

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

16.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

MDMR shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Contract, except for Contractor's internal administrative and quality assurance files and internal documents. Contractor shall deliver such documents and work papers to MDMR upon termination or completion of the Contract. The foregoing notwithstanding, Contractor shall be entitled to retain a

set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDMR and subject to any copyright protections.

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

17.0 COPYRIGHTS

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

18.0 RECORD RETENTION AND ACCESS TO RECORDS

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State, including the Mississippi State Auditor, the National Park Service, the Inspector General of the United States, or any of their duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the Project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Contract shall be retained by Contractor for three (3) years after final payment is made under this Contract and all pending matters are closed, or as required by federal or state law or regulations, whichever period is longer. However, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

19.0 RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by MDMR or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for the period required in Section 18.0 above. These records shall be made available during the term of the Contract and the subsequent required retention

period for examination, transcription, and audit by the MDMR and/or the Mississippi State Auditor's Office, their designees, or other authorized bodies.

20.0 THIRD PARTY ACTION NOTIFICATION

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

21.0 ORDERS OF MDMR

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

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

Contractor shall not be bound to follow any orders, directions or interpretations of MDMR that are not in writing. MDMR shall not be liable to Contractor for Work performed by Contractor in reliance on verbal orders of MDMR and neither shall such reliance relieve Contractor from the responsibilities of Contractor set forth in the Contract.

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

22.0 CHANGE ORDERS

A. **Generally**. MDMR may order changes in the services consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by Contractor that the scope of the Project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the Contract, unless such changes or

adjustments have been made by written amendment to the Contract signed by MDMR and Contractor. If Contractor believes that any particular work is not within the scope of the Project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify MDMR in writing of this belief. If MDMR believes that the particular work is within the scope of the Contract as written, Contractor will be ordered to and shall continue with the Work as changed and at the cost stated for the services within the Contract.

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

1. Proposed by MDMR.

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

a. Detailed description of the change, products, and location of the change in the Project;

b. Supplementary or revised Drawings and Specifications;

c. The projected time span for making the change and a specific statement as to whether overtime work is, or is not authorized;

d. A specific period of time during which the requested price will be considered valid; and

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

2. Proposed by Contractor.

Contractor may initiate changes by submitting a written notice directly to MDMR, containing:

a. Description of the proposed changes;

b. Statement of the reason for making the changes;

c. Statement of the effect on the Contract Sum and the Contract Time;

d. Statement of the effect on the work of separate contractors; and

e. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

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

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

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

D. <u>Form of Change Order.</u>

1. The party initiating the request for a Change Order shall prepare the request on a form provided by MDMR.
2. A Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
3. A Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
4. MDMR will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
5. Contractor will sign and date the Change Order to indicate agreement with the terms therein.
6. Changes in price will be based on:
   a. Lump sum prices already established in the Bid Form;
   b. Re-negotiated unit and lump sum prices established in the Bid Form;
   c. Negotiated unit prices for items not previously established in the Bid Form; or
   d. Negotiated lump sum prices for items not previously established in the Bid Form.
7. For negotiated unit or lump sum prices for items not previously established in the Bid Form, the total markup for profit and overhead for the Contractor,

including all sub-contractors and/or vendors shall not exceed fifteen percent (15%).

8. Changes in Contract Time will be justified based on the Extension of Contract Time provision below.

E. Final Summary Change Order.

1. At the conclusion of the Project, the MDMR will perform a final quantity estimate of all unit price items and submit final quantities to the Contractor for review and verification.

2. After mutual acceptance of final quantities, the MDMR will prepare a summary Change Order that reflects all actual installed and accepted quantities.

3. MDMR and Contractor will sign and date the Final Summary Change Order to indicate their agreement with the terms therein.

F. Work Order Directive.

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

23.0 EXTENSION OF CONTRACT TIME

A. Time Extension

1. The time within which to complete the Contract may be extended by MDMR if any of the following two (2) requirements are met:

a. The delay is the result of documented causes beyond the control of Contractor or its Subcontractors or suppliers such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather; or

b. Negotiated additional time for new work activities not included in the original Contract.

2. In the circumstances described in Section 23(A)(1)(a), Contractor shall notify the MDMR in writing within ten (10) days from the beginning of any such delay period of the cause of the delay and request an extension of the time within which to complete the Contract by reason of the delay and specify the length of such requested extension in accordance with the Change Order

provisions above.

3. MDMR, upon investigation, may grant an increase in the Contract Time in accordance with the Change Order provisions above.
4. No claims for increased costs, charges, expenses or damages of any kind shall be made by the Contractor against the Owner for any delays or hindrances from any cause whatsoever; provided that the Owner, in the Owner's discretion, may compensate the Contractor for any said delays by extending the time for completion of the Work as specified in the Contract. (No Damages for Delay)

24.0 MODIFICATION OR AMENDMENT

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

25.0 RELEASE PRIOR TO FINAL PAYMENT

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

26.0 CONFLICT OF INTEREST

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

27.0 DEBARMENT AND SUSPENSION

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

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction;

C. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in subparagraphs B. and C. of this certification; and

E. Have not, within a three-year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

28.0 REPRESENTATION REGARDING CONTINGENT FEES

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

29.0 REPRESENTATION REGARDING GRATUITIES

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

30.0 TAX BONDS

Tax bonds not required for this project.

31.0 INSURANCE REQUIREMENTS

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

A. Workers' Compensation and Employer's Liability Insurance. This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a workers' compensation law. The liability limits shall not be less than the required statutory limits for workers' compensation and employer's liability limits in the amount of One Million and 00/100 Dollars ($1,000,000.00). Contractor shall supply MDMR endorsements from its carriers evidencing waiver of subrogation in favor of MDMR.

B. Longshore and Harbor Workers' Compensation Insurance. Not applicable for this solicitation.

C. Comprehensive General Liability Insurance. This insurance shall include bodily injury, property damage, contractual and other standard coverage contained in comprehensive general liability insurance, in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) aggregate.

D. Contractor's Pollution Liability Insurance. Not applicable for this solicitation.

E. Auto Liability Insurance. This insurance shall be in the amount of not less than One Million and 00/100 Dollars ($1,000,000.00) Combined Single Limit to protect it from any and all claims arising from the use of the following: (1) Contractor's own automobiles and trucks; (2) hired and non-owned automobiles and trucks; and (3) automobiles and trucks owned by CONTRACTORS and SUBCOONTRACTORS. The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

F. MDMR, its Advisory Commissioners, officers, employees, agents and representatives, and the State of Mississippi shall be named as additional insureds on all liability insurance policies. The Contractor shall provide that the insureds under all insurance waive subrogation against the State of Mississippi and the said agency and subdivisions thereof. The Contractor's respective policies shall provide primary coverage before any applicable policy otherwise covering MDMR, and any insurance covering MDMR shall be excess coverage over the

Contractor's coverage. Endorsements so stating shall be provided to MDMR by the Contractor. The policies shall also provide for all additional insureds to be provided with a minimum 30-day written notice prior to a cancellation or modification of each respective policy. While Contractor shall provide MDMR with endorsements as set forth in this Section, the failure to do so, or the failure of the endorsements or insurance provided to conform to the Contract, does not constitute waiver or estoppels as to MDMR of their respective legal and equitable rights, including but not limited to the right to enforce the terms of the Contract. These contractual insurance provisions are intended to be, and shall be interpreted to be, separate and independent contractual obligations from the contractual provisions addressing the indemnity of MDMR by the Contractor. Upon execution of the Contract, the Contractor shall promptly furnish MDMR with certificates of insurance and endorsements showing the Contractor's compliance with the insurance provisions of this Section.

32.0 INDEMNIFICATION

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

33.0 NO LIMITATION OF LIABILITY

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

34.0 RECOVERY OF MONEY

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

35.0 SUBCONTRACTS

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

36.0 ASSIGNMENT

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

37.0 CONFIDENTIAL INFORMATION

A. <u>Information Designated by Contractor as Confidential</u>. Any disclosure of those materials, documents, data and other information, which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Contract, the personal or professional services to be provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of Confidential Information on the part of Contractor or its

subcontractor shall rest with CONTRACTOR. Disclosure of any Confidential Information by Contractor or its subcontractor without the express written approval of MDMR shall result in the immediate termination of this Contract.

B. **Public Records.** Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDMR is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 et seq. If a public records request is made for any information provided to MDMR pursuant to this Contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDMR shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79- 23-1 before disclosing such information. MDMR shall not be liable to Contractor for disclosure of information required by court order or required by law.

C. **Disclosure of Confidential Information.** In the event that either party to this Contract receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.

D. **Exceptions to Confidential Information.** Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party **("Disclosing Party")** which is:

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

38.0 TEMPORARY SUPENSION OF WORK

MDMR shall have the authority to suspend the Work wholly or in part, for such period as it may deem necessary due to: (1) unsuitable weather; (2) such other conditions as are considered unfavorable for the suitable prosecution of the Work. Any such suspension ordered by MDMR shall be within its sole discretion. Contractor shall immediately cease Work upon such order of MDMR's Executive Director or representative and shall not resume the Work until ordered in writing by MDMR. Contractor shall not be entitled to any increase in the Contract Price and waives any claim for damages as a result of any such suspension of Work.

39.0 STOP WORK ORDER

A. **Order to Stop Work.** The Chief Procurement Officer of the State of Mississippi, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

1. Cancel the stop work order; or

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

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

1. the stop work order results in an increase in the time required for, the performance of any part of this contract; or,

2. the stop work order results in an increase in the Contractor's cost properly allocable to the performance of any part of this contract; and,

3. the Contractor asserts a claim for such an adjustment within 30 days after the

end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

40.0 TERMINATION

The Contract may be terminated as follows:

A. **Termination Upon Bankruptcy.** The Contract may be terminated in whole or in part by MDMR upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor (or Bonding Company) shall be paid an amount for satisfactory work actually performed pursuant to the Contract, but in no case shall said compensation exceed the total Contract Price.

B. **Termination for Convenience.** MDMR may terminate the Contract, in whole or in part, for any reason after giving written notice to Contractor of such termination andspecifying the effective date thereof, at least ten (10) days before the effective date of such termination. Contractor shall be paid an amount for satisfactory work actually performed in connection with the Contract, but in no case shall said compensation exceed the total Contract price.

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

C. **Termination for Cause:**

1. Default. If Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof or otherwise fails to timely satisfy the Contract provisions or commits any other substantial breach of this Contract, MDMR may notify Contractor in writing of the delay or

nonperformance. If delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by the MDMR officer or representative, MDMR may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by MDMR. Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable to MDMR for excess costs incurred in procuring similar goods or services.

2. Contractor's Duties. Notwithstanding termination of the Contract and subject to any directions from MDMR, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

3. Compensation. Payment for completed services delivered and accepted by the State shall be at the Contract Price. The State may withhold from amounts due Contractor such sums as MDMR deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

4. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified MDMR within 10 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Contract requirements. Upon request of Contractor, MDMR shall ascertain the facts and extent of such failure. If MDMR determines that any failure to perform was occasioned by any one or more of the excusable causes and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the delivery schedule may be revised accordingly, subject to the

rights of MDMR under the section entitled "Termination for Convenience." (As used in this paragraph of this section, the term "subcontractor" means subcontractor at any tier.)

5. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this section, MDMR determines for any reason that the Contract was not in default under the provisions of this section or that the delay was excusable under the provisions of subparagraph 4. (Excuse for Nonperformance or Delayed Performance) of this section, the rights and obligations of the parties shall, if the Contract contains a clause providing for Termination for Convenience, be the same as if the notice of termination had been issued pursuant to such section.

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

41.0 USE AND POSSESSION PRIOR TO COMPLETION

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

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

42.0 ANTITRUST

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

43.0 PROCUREMENT REGULATIONS

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

44.0 E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq*. The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Contract may subject Contractor to the following:

A. Termination of this Contract for services and ineligibility for any state or public Contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

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

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

45.0 E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDMR agrees to make payment in accordance with

Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated 31-7-301, et seq., which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

46.0 PAYMODE

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

47.0 TRANSPARENCY

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61- 1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq*. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Contract is required to be posted to the Department of Finance and Administration's independent agency Contract website for public access at http://www.transparency.mississippi. Information identified by Contractor as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. In the event the MDMR receives a public records request for documents containing information identified by the Contractor as trade secrets or proprietary information, the MDMR will notify the Contractor who will be given a reasonable time to obtain a court order protecting the information. See Mississippi Code Annotated § 25-61-9(1). The personal or professional services to be provided, the price to be paid, and the terms of this Contract shall not be deemed to be a trade secret or confidential commercial or financial information.

48.0 WAIVER

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

49.0 GOVERNING LAW

The Contract shall be construed and governed in accordance with the laws of the State of Mississippi, without regard to its conflict of laws provisions and the laws of the United

States of America, and venue for the resolution of any dispute shall be brought in the appropriate state or federal court located in Harrison County, Mississippi.

50.0 COMPLIANCE WITH LAWS

Contractor understands that MDMR is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the Contract that Contractor will strictly adhere to this policy in its employment practices and provision of work performed pursuant to the Contract. Contractor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified. Contractor shall immediately report in writing to MDMR any discrepancy or inconsistency in the Contract Documents that appear to violate or be contrary to the then existing applicable federal, state and local laws. Contractor shall ensure that any person assigned to perform services hereunder meets the employment eligibility requirements of the immigration and naturalization laws including but not limited to the Immigration Reform and Control Act of 1986.

51.0 REFERENCE TO STATUTES

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

52.0 CAPTIONS

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

53.0 SEVERABILITY

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

54.0 DISPUTES

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

thereof mailed or furnished to Contractor.

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

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

55.0 ATTORNEY'S FEES AND EXPENSES

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

56.00 INFRASTRUCTURE INVESTMENT AND JOBS ACT

Contractor agrees to comply with all applicable provisions of Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), also known as the Build America, Buy America Act.

ATTACHMENT G

Miss. Code Ann. § 31-5-33

§ 31-5-33. Amount of retainage which may be withheld; exemptions

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

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

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

Miss. Code Ann. § 31-7-305

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

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

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

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

(4) (a) In the event of a bona fide dispute as to an invoice, or any portion thereof, the

dispute shall be settled within thirty (30) days after interest penalties could begin to be assessed, if it were not for the dispute.

(b) If a warrant or check, as the case may be, in payment of an invoice, subject to a prior dispute, is not mailed or otherwise delivered within thirty (30) days after settlement of the dispute, the public body shall be liable to the vendor, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1-1/2 %) per month or portion thereof on the unpaid balance from the expiration of said thirty-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor. At the time of initiating such penalty payment, the public body shall specify in writing an explanation of the delay and shall attach such explanation to the requisition for payment of the penalty or to the file copy of the check issued by the public body, as the case may be. The interest penalty prescribed in this paragraph shall be in lieu of the penalty provided in subsection (3).

SECTION 00 52 15

AGREEMENT

This Agreement (hereinafter "Agreement" or "Contract") is entered by and between the Mississippi Department of Marine Resources (hereinafter called "MDMR" or "Agency") and _____(hereinafter called "Contractor").

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

ARTICLE 1-WORK

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

The GBNERR Savanna Trail Boardwalk consists of removing and replacing all rotten wood in the project area consisting of the following.

The Scope of Work includes, but is not limited to, the following:

1. Demolition of existing 1014' decking and stringers;
2. Installation new 2" x 6" 2.5 CCA treated rough cut stringers (4) @ 18 O.C. per 10' bent, outside stringers lagged to pilings with 3/8 x 6" HDG lags;
3. Install new 1' X 5' ThruFlow Legacy XP deck panels or approved equivalent;
4. Decking screwed down with 3.5" SS panhead deck screws;
5. Install new 4"x4" wheelchair bumper, bumpers secured using 1/2" x 6" HDG lags.

ARTICLE 2-MDMR

This is an MDMR Project.

The MDMR project managers will oversee and approve the work in accordance with the Contract Documents.

ARTICLE 3-CONTRACT TIME AND LIQUIDATED DAMAGES

3.01 The Contractor will commence and complete the construction of the Project within the period of performance defined in Section 3.02.

3.02 The performance period for this Contract has been established to end June 30, 2026 from issuance of the Notice to Proceed ("Contract Time"). The Contract

Time is inclusive of anticipated adverse weather days.

3.03 Liquidated Damages. No liquidated damages will be assessed for this project.

ARTICLE 4-COMPENSATION

The Contractor agrees to furnish all materials in place and to faithfully complete all said Work described by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings, and other requirements of the Agency, under the direct observation of and to the complete satisfaction of the Agency or its authorized representatives, and in accordance with the laws of the State of Mississippi, for which the MDMR hereby agrees to pay, and the Contractor agrees to accept, a sum of money in current funds equal to the total value of the Work complete in place, computed by multiplying the final quantities of each item of Work by the Contract unit prices and the amounts established by the approved Schedule of Values for Lump Sum prices as stated in the Bid Form, attached hereto and made a part hereof which is estimated as being the sum of _____

($_____) ("Contract Sum" or "Contract Price"), in full compensation for furnishing all materials, doing of all the Work described under the Contract, as well as all loss or damage, if any, arising out of the nature of the Work.

ARTICLE 5-PAYMENTS

5.01 Contractor shall submit Applications for Payment to MDMR in accordance with Section 01 29 00 Payment Procedures and Section 01 20 00 – Measurement and Payment Procedures of the specifications. Contractor will be paid for all Work satisfactorily completed. (Attachment G.)

5.02 Contractor will be paid in arrears after the rendition of services on a monthly basis on presentation of a complete and certified Application for Payment to the MDMR for Work performed pursuant to the Schedule of Values and the Contractor's Bid. Pursuant to Mississippi Code § 31-5-33, retainage in the amount of five percent (5%) shall be withheld until the Project is certified by Contractor and the MDMR as being fifty percent (50%) complete, at which time retainage will be withheld in the amount of two and one-half percent (2.5%) for the remainder of the project and fifty percent (50%) of the retainage may be released to Contractor for proportional distributions to Contractor and its subcontractors of the retainage withheld through the first half of the Project. The final payment and remaining retainage shall be paid to Contractor when the Project is certified by Contractor, MDMR as having been completed. At no point shall the retainage withheld by Contractor from a subcontractor exceed the retainage withheld by MDMR from Contractor. Contractor is not required by this section to withhold a retainage from its subcontractors, particularly those that

have completed their portion of the Project.

5.03 Contractor shall provide the MDMR with a monthly Application for Payment by the 25th of each month. Payments will be made by the MDMR in accordance with Mississippi Code § 31-7-305 (Attachment G.) All payments are subject to the availability of funding as stated in the Terms and Conditions.

5.04 Upon final completion and acceptance of the Work and completion of all punch list items from the Final Inspection and approval of Project closeout requirements as defined by Section 01 77 00 – Closeout Procedures, Final Payment will be made by the MDMR in accordance with Mississippi Code § 31-7-305 which will be inclusive of withheld retainage in accordance with Mississippi Code § 31-5-33.

ARTICLE 6-CONTRACTOR'S REPRESENTATIONS

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

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

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

6.03 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishings of the Work.

6.04 Contractor has read and fully understands all requirements and conditions of all environmental permits that pertain to this Work.

6.05 Contractor has obtained all required insurance policies, payment bonds, tax bonds and performance bonds required by the Contract Documents.

6.06 Contractor is aware of the general nature of the Work to be performed under this solicitation as indicated in the Contract Documents.

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

6.08 Contractor has given MDMR written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by MDMR is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey

understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, errors, ambiguities, or discrepancies have not been resolved through interpretation or clarification by MDMR for whatever reason, Contractor has included in its Bid the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost; and such is included in the Contract Price.

ARTICLE 7-CONTRACT DOCUMENTS

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

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

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

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

This Agreement will be effective upon execution of this contract.

MDMR_____Contractor _____

By _____ By_____

(CORPORATE SEAL)

Address for giving notices Address for giving notices

MDMR (Attn: Rick Kinnard)_____ _____

1716 A J Holloway Dr

Biloxi, MS 39532_____

_____ _____

Mississippi License No. _____

_____

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

END OF SECTION 00 52 15

SECTION 01 20 00

MEASUREMENT AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. This section includes requirements to be used for the basis of measurement and payment. The Contractor shall receive and accept the compensation provided in the Bid Form as full payment for furnishing all materials, labor, tools, and equipment for performing all operations necessary to complete the Work under the Contract. Payment for all loss or damages arising from the nature of the Work, or from the action of the elements or any unforeseen difficulties, encountered during the Work until final acceptance by MDMR will be the responsibility of the Contractor.

B. Bid price for the work items are to establish a total price for completing the Project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Form, to reflect the total price for completing the Project in its entirety, as depicted on the Drawings and specified herein, unless there is a specific line item for administrative costs (e.g., Project Management, Quality Control and Safety), allocate such costs proportionally across all line items. The Contractor must include all costs for this Project to complete all work, in total, designated in the drawings, specifications, and Bid Form.

1.02 SUBMITTALS

A. The following submittals shall be submitted in accordance with **SECTION 01 33 00 – SUBMITTAL PROCEDURES (As applicable).**

1. Schedule of Values

a. The Contractor will submit a printed Schedule of Values on Contractor's standard form acceptable to MDMR in electronic printout for review and approval prior to the first Application for Payment. List payment items sequentially in the same order as they appear in the Bid Form.

b. Lump sum items are to have adequate breakdown of components to facilitate evaluating completeness for payment in accordance with Section 01 29 73 - SCHEDULE OF VALUES. Breakdown components shall appear directly under the payment item heading to

which they apply.

c. The Contractor will revise the Schedule of Values to list approved Change Orders, with each Application for Payment. The Contractor will submit revised Schedule of Values in accordance with this Specification.

2. Construction Schedule

a. Within ten (10) days after effective date of Contract, the Contractor shall prepare and submit, to the MDMR for approval, a schedule in the form of a CPM progress chart.

b. Submit copies of the updated schedule to the MDMR for each Application for Payment. Changes that have occurred since the last update shall be clearly marked.

1.03 MEASUREMENT - NOT APPLICABLE

1.04 BASIS FOR PAYMENT

A. Unless otherwise indicated on the Contract Documents, all work indicated on the Drawings and specified in the Contract Documents shall be included in the Contract Sum indicated on the Bid Form. Contract amount will consist of base bid plus any awarded alternates if any.

B. Prices stated in the Bid Form shall include all costs and expenses for taxes (inclusive of applicable Contractor's tax per Miss. Code Ann. § 27-65-21), labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as depicted on the Drawings and specified herein. The basis of payment for an item in the amount shown in the Bid Form shall be in accordance with the description of that item provided in this Section.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form, the Contractor shall include the cost for that work in another applicable bid item, in order that the Bid for the project reflects the total price to be paid by the Agency for completing the Work in its entirety.

D. Changes in the Contract Price and Contract Time require prior authorization in writing from MDMR, in the form of a Change Order. The Contractor is responsible for verification of all bid quantities and to report to the MDMR

any discrepancies found prior to ordering materials and/or equipment for the project.

E. The various major items of Work will be paid for, if applicable, either by 1) the quantity of the actual Work completed by the Contractor and accepted by the MDMR multiplied by the unit price; or, 2) a pro rata amount based on the percentage complete of any lump sum Bid Item. The Work shall include all miscellaneous and ancillary items necessary to construct a complete and functional Project.

1.05 SCHEDULE OF VALUES

NOT APPLICABLE

1.06 PAYMENT ITEMS

Basis of Payment for Lump Sum Items:

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

B. Progress Payments – NOT APPLICABLE

1.07 DESCRIPTION OF WORK ITEMS

A. The Work items are described in order to assist the Contractor in the preparation of the Bid and to assist the MDMR in the evaluation of Bids and payments during the project.

B. No separate payment will be made for any testing performed to complete the Work; costs for testing (as applicable), are included in the cost to complete the work item. Contractor shall be responsible for all scheduling, labor and costs to sample and test work performed for compliance with the contract drawings and specifications. Sampling and testing include but is not limited to; material proctors, compaction test, compressive strength test of all precast concrete. All sampling and testing shall be completed and certified by a third-party contractor approved by MDMR.

C. Submittals are considered part of the Contractor's administrative and overhead costs. The Contactor will not be compensated separately for submittals required by these specifications or those listed on the Drawings.

D. Separate payment will not be made for providing and maintaining an effective

Quality Control program, and all costs associated there with shall be included in the applicable unit prices or lump-sum prices contained in the Bid Form.

E. For the purpose of the work items listed below, complete installation will mean the inclusion of preliminary surveying, preliminary photographic documentation, mobilization and demobilization, quality control documentation of materials, delivery of materials to the Project site, installation of materials and any ancillary components, sampling and testing of installed materials, photographic documentation, surveying during and afterconstruction, and any overhead related items associated with Division 01 of the Contract Documents.

F. Below is a description of the Work listed in the Bid Form (Attachment D). This description is not intended to be a complete and all-inclusive record of the required work items. Work includes but is not limited to the following:

1. Lump Sum Items:

a. All equipment, labor and materials to complete the project as depicted on the drawings and described in the specifications.

2. Unit Price Items:

a. There are no unit price items currently in this project.

1.08 DEFECTIVE WORK

The remediation, removal or replacement of defective work is addressed by Section 13 of the MDMR Standard Contract Terms & Conditions.

1.09 NON-PAYMENT

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

1. Products wasted or disposed of in a manner that is not acceptable;

2. Products determined as unacceptable before or after placement;

3. Products damaged in transit, during handling, or due to improper storage;

4. Products not completely unloaded from the transporting vehicle;

5. Products placed beyond the lines and levels of the required Work;

6. Products remaining on hand after completion of the Work;

7. Removing, demolishing, and disposing of rejected Work;

8. Loading, hauling, and disposing of rejected Products.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 20 00

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 RELATED SECTIONS

A. Sections 25 and 46 of the standard Contract Terms and Conditions

B. Section 00 52 15 – Agreement

C. Section 01 31 00 – Project Management and Coordination

D. Section 01 32 00 – Construction Progress Documentation

E. Section 01 32 33 – Photographic Documentation

F. Section 01 33 00 – Submittal Procedures

G. Section 01 77 00 – Closeout Procedures

1.03 SUBMITTALS

A. Submit one searchable PDF file of the Application for Payment (including updated progress schedule) to the MDMR by the 25th of each month in accordance with the requirements set forth in **SECTION 00 52 15 – AGREEMENT and SECTION 01 33 00 – SUBMITTAL PROCEDURES.**

1.04 FORMAT AND DATA REQUIRED

A. Submit applications typed on the Application for Payment form provided by the Agency/MDMR, with itemized data typed on 8-1/2" x 11" white paper continuation sheets.

B. Provide itemized data on continuation sheet:

1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Agency's Representative.

1.05 PREPARATION OF EACH PROGRESS APPLICATION FOR PAYMENT

A. Application Form:

1. Fill in required information, including information for Change Orders executed prior to date of submittal of application.

2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.

3. Execute certification with signature of a responsible officer of Contractor.

a. Continuation Sheets:

4. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.

5. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Stored materials may (or may not) be allowed only in special cases and requires direct written approval from MDMR for such costs to be reimbursable prior to material installation.

6. List each Change Order executed prior to date of submission, at the end of the continuation sheets.

7. Calculate the retainage amount in accordance with Mississippi Code 31-5-33 (Attachment G. See Article 5, Paragraph 5.02 in Section 00 52 15 – Agreement for retainage requirements.

8. Calculate the total amount due by subtracting the retainage from the total earned and previously paid.

1.06 SUBSTANTIATING DATA FOR PROGRESS APPLICATION FOR PAYMENTS

A. Contractor shall submit suitable information, including the following, with a cover letter identifying:

1. Project;

2. Application number and date;

3. Updated Construction Schedule in accordance with Section 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION;

4. Construction Photographs in accordance with Section 01 32 33 – PHOTOGRAPHIC DOCUMENTATION; and

B. Submit one copy of data and cover letter for each copy of application.

1.07 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified for progress payments.

B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01 77 00 – CLOSEOUT PROCEDURES.

C. Submit Release of Claims Form

1.08 SUBMITTAL PROCEDURE

A. Submit Application for Payment to MDMR at:
\ (BY MAIL) MISSISSPPI DEPARTMENT OF MARINE RESOURCES

Attn: Procurement
1716 A J Holloway Dr
Biloxi, MS 39532

BY EMAIL procurementuser@dmr.ms.gov

.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 29 00

SECTION 01 29 73

SCHEDULE OF VALUES-NOT APPLICABLE

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 RELATED SECTIONS

A. Attachment D – Bid Form

B. Section 01 20 00 – Measurement and Payment Procedures

C. Section 01 29 00 – Payment Procedures

1.03 SUBMITTAL

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 PREPARATION

A. Upon receipt of the Notice of Award, Contractor shall commence preparation of a Schedule of Values for Lump Sum items and Unit Price items in accordance with the Bid Form. All items shall be broken down into location specific headings.

B. Schedule of Values format and content shall be approved by the MDMR prior to submittal of first payment request.

C. Contractor shall coordinate the preparation of a Schedule of Values with preparation of the Construction Schedule as set forth in Section 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION. The corresponding values from the Bid Form shall match with the approved Schedule of Values.

D. Include the following Project identification on a certified Schedule of Values:

1. Project name and location;

2. Project Number;

3. Contract #;

4. Contractor name; and

5. Date of Submittal.

E. The Schedule of Values shall be in an Excel format, tabular form with separate columns and shall include the following items:

1. Related Specification Section and Division;

2. Description of Work;

3. Name of Subcontractor, manufacturer or supplier;

4. Dollar value, quantity and unit of measure of each line item; and

5. Percentage of Contract amount to nearest one-hundredth percent, adjusted to total 100%.

F. Provide a breakdown of the Contract Amount in enough detail acceptable to MDMR to facilitate continued evaluation of Application for Payment and progress reports.

G. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each Lump Sum line item.

H. Temporary facilities and other cost items that are not direct cost of actual work-in-place shall be shown as separate line items.

I. An approved certified Schedule of Values shall serve as the basis for the monthly certified Application for Payment.

J. If at any time, Agency determines, in its reasonable discretion, that the Schedule of Values does not approximate the actual cost being incurred by Contractor to perform the Work, Contractor shall prepare a revised Schedule of Values, which then shall be used as the basis for future progress payments. Without changing the Contract Amount, Agency reserves the right to require Contractor:

1. To increase or decrease amounts within the line items in the Schedule of Values; and,

2. To conform the price breakdown to Agency accounting practice.

3.02 SUBMITTAL

A. Contractor shall submit one (1) searchable PDF digital file and one (1) digital Excel file of the Schedule of Values for review and approval at least fourteen (14) days before the first Application for Payment.

B. Agency will review and if necessary, return the submitted Schedule of Values

with summary comments noting items not in compliance with the requirements of the Contract Documents.

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

END OF SECTION 01 29 73

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY:

1.02 THIS SECTION ADDRESSES:

A. General requirements;

B. Preconstruction conference;

C. Request for Information (RFIs);

D. Schedule finalization meeting;

E. Progress meetings;

F. Pre-installation conferences; and

G. Final Inspection.

1.03 RELATED SECTIONS

A. Section 01 32 00 – Construction Progress Documentation

B. Section 01 33 00 – Submittal Procedures

C. Section 01 40 00 – Contractor Quality Control

D. Section 01 77 00 – Closeout Procedures

1.04 SUBMITTALS

A. Subcontract List: Prepare a digital, written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form with the required request to subcontract form provided in Attachment G:

1. Name, address, and telephone number of entity performing subcontract or supplying products.

2. Number and title of related Specification Section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 10 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel for the Project. Identify individuals and their duties and responsibilities; list

addresses and telephone numbers, including office and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and the Agency construction trailer, if any. Keep list current at all times.

2. Changes in key personnel shall only occur with written permission of MDMRand shall have the right of reasonable rejection and approval of staff as provided in Section 6 of the Standard Contract Terms and Conditions.

3. Agency has the right to raise and discuss adverse issues about any staff or subcontractor employed by the Contractor.

1.05 PROJECT COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate submittals, surveying, availability of equipment, delivery of materials to ensure efficient use of resources and time management.

3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Agency and separate contractors if coordination of their Work is required.

2. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

a. Preparation of Contractor's construction schedule;

b. Preparation of the schedule of values;

c. Delivery and processing of submittals;

d. Progress meetings;

e. Pre-installation conferences; and

f. Project closeout activities.

1.06 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in a format acceptable to the MDMR.

1. All RFIs must be submitted by the Contractor. MDMR will return RFIs submitted to MDMR by other entities controlled by Contractor with no response.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

3. Do not use RFIs for any purpose other than to request additional information or interpretation of the Contract Documents.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name;

2. Project number;

3. Date;

4. Name of Contractor;

5. Name of Agency;

6. RFI number, numbered sequentially;

7. RFI subject;

8. Specification Section number, title and related paragraphs, as appropriate;

9. Drawing number and detail references, as appropriate;

10. Field dimensions and conditions, as appropriate;

11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

12. Contractor's signature; and

13. Attachments: Include sketches, descriptions, measurements, photos,

product data, shop drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

a. Include dimensions, thicknesses, location and/or station number, and details of the affected area or facilities impacted by the RFI.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to MDMR.

1. Attachments shall be electronic files in searchable Adobe Acrobat PDF format.

2. MDMR's Action: MDMR will review each RFI, determine action required, and respond. Allow seven working days for MDMR's response for each RFI. RFIs received by MDMR after 1:00 p.m. will be considered as received the following working day.

3. The following Contractor-generated RFIs will be returned without action:

a. Requests for approval of submittals.

b. Requests for approval of substitutions.

c. Requests for approval of Contractor's means and methods.

d. Requests for coordination information already indicated in the Contract Documents.

e. Requests solely for adjustments in the Contract Time or the Contract Sum.

f. Requests for interpretation of MDMR's actions on submittals.

g. Incomplete RFIs or inaccurately prepared RFIs.

4. MDMR's action may include a request for additional information, in which case MDMR's time for response will date from time of receipt of additional information.

5. MDMR's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Order request according to the Change Order procedures in Section 22 of the Standard Contract Terms and Conditions.

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify MDMR in writing within 7 days of receipt of the RFI response.

6. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

a. Project name;

b. Name and address of Contractor;

c. Name and address of the agency;

d. RFI number including RFIs that were returned without action or withdrawn;

e. RFI description;

f. Date the RFI was submitted; and

g. Date MDMR's response was received.

7. On receipt of MDMR's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify MDMR within seven (7) days if Contractor disagrees with response. Include the following:

8. Identification of related minor change in the Work, Work Change Directive, and Change Order request, as appropriate.

1.07 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.

a. Notify Agency of scheduled meeting dates and times five (5) days in advance.

b. The Agency shall be permitted to attend meetings held at the Project Site.

c. Representatives of contractors, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes within five days of the meeting:

a. To all participants in meetings; and,

b. To Agency.

4. MDMR will schedule and administer the pre-construction kick-off meeting. All regularly scheduled progress meetings, and specially meetings called throughout the progress of the Work the Contractor will:

a. Prepare agendas for meetings, including items requested by Agency;

b. Notify Agency five (5) days in advance of meeting date; and,

c. Preside at such meetings.

5. Contractor will also schedule and administer pre-installation conferences. Contractor shall:

a. Attend all meetings;

b. Arrange for the attendance of Contractor's agents, employees, subcontractors, and suppliers as appropriate to the agenda; and,

c. Make physical arrangements for meetings.

B. PRECONSTRUCTION CONFERENCE

1. MDMR will schedule a conference after Notice of Award and before commencement of the Work.

2. Location: A central site, convenient for all parties

3. The representatives that should be in attendance include:

a. Agency's Representative;

b. Program Manager's Representative(s);

c. MDMR and his professional consultants;

d. Resident Project Representative;

e. Contractor's Superintendent;

f. Major Subcontractors;

g. Major Suppliers; and,

h. Others as appropriate.

4. The agenda may include:

a. Contractual matters;

b. Submission of executed bonds and insurance certificates;

c. Distribution of Contract Documents;

d. Submission of list of subcontractors and suppliers, list of products, Schedule of Values, and progress schedule;

e. Designation of key personnel representing the parties in Contract and the MDMR;

f. Procedures and processing of field decisions, submittals, substitutions, applications for payments, cost proposal requests,

Change Orders and Contract Closeout Procedures;

g. Establishment of official date of Notice to Proceed (NTP);

h. Establishment of mailing address and local office for the Contractor;

i. Establishment of cut-off dates and payment request submittals;

j. CQC plan as defined in Section 01 40 00 – Contractor Quality Control;

k. Construction scheduling and updates;

l. Construction photographs and video requirements;

m. Environmental permit compliance during construction;

n. Critical work sequencing;

o. Major material deliveries and priorities;

p. Procedures for maintaining Record Documents;

q. Construction facilities, controls and construction aids;

r. Temporary utilities provided by Contractor;

s. All safety and first-aid procedures are responsibility of the Contractor;

t. Hurricane/Storm Preparedness Plan;

u. Security and housekeeping procedures as required by the Agency;

v. Procedures for testing; and,

w. Providing electronic design files to the Contractor.

5. The Contractor shall bring to this conference the following items in either completed or draft form:

a. Accident Prevention Plan;

b. Activity Hazard Analysis;

c. Job Hazard Analysis for each employee classification;

d. Material Safety Data Sheets;

e. Letter appointing representatives;

f. List of Subcontractors;

g. Listing of First Aid and CPR trained personnel; and,

h. Work Plan.

C. SCHEDULE FINALIZATION MEETING

1. Contractor will schedule at least ten (10) days before submission of the

first Application for Payment.

2. Location: A central site convenient for all parties.

3. The representatives that should be in attendance include:

a. Agency's representative;

b. Architect-if applicable;

c. Contractor; and

d. Others, as appropriate.

4. The suggested agenda for this meeting is:

a. Schedule of Values;

b. Construction Schedule;

c. Submittal Schedule; and

d. Questions.

D. PROGRESS MEETINGS – NOT APPLICABLE

1. Contractor will schedule and administer monthly meetings throughout progress of the Work.

2. Location of the Meetings: The project field office of the Contractor, or other locations arranged for by Contractor, convenient to all parties.

3. The representatives that should be in attendance include:

a. Agency's Representative;

b. Architect, and his professional consultants if applicable;

c. Resident Project Representative;

d. Contractor's Superintendent;

e. Subcontractors as appropriate to the agenda;

f. Suppliers as appropriate to the agenda; and,

g. Others, as appropriate.

4. The suggested agenda for this meeting is:

a. Review minutes of previous meetings;

b. Review unresolved issues from last meeting;

c. Safety; and

d. Contractor's Construction Schedule:

1) Review progress since the last meeting;

2) Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule;

3) Determine how behind schedule activities will be expedited; secure commitments from parties involved to do so;

4) Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time;

5) Identification of problems which impede planned progress;

6) Planned progress during succeeding work period; and.

7) Make necessary revisions to construction schedule.

e. Review of submittals schedule and status of submittals;

f. Review of material delivery schedules;

g. Access;

h. Site Utilization;

i. Temporary facilities;

j. Maintenance of quality and work standards;

k. Status of RFIs;

l. Status of proposal request;

m. Pending changes;

n. Status of Change Orders;

o. Pending claims and disputes;

p. Documentation of information for payment request; and,

q. Long-term weather conditions.

E. PRE-INSTALLATION CONFERENCES

1. When required in individual specification Section, Contractor will convene a pre- installation conference at work site prior to commencing work of the Section.

2. Contractor will require attendance of parties directly affecting, or affected by, work of the specific Section.

3. Contractor will notify MDMR at least four (4) days in advance of meeting

date.

4. Contractor will prepare agenda, preside at conference, record minutes, and distribute copies within two (2) days after conference to participants, with two (2) copies to the Agency.
5. Review conditions of installation, preparation and installation procedures, and coordination with related work.

F. FINAL INSPECTION

1. Contractor, after completing their own independent inspection and corrective actions (punchlist), shall notify the Agency and certify that the Project is complete and request a date and time for a Final Inspection.
2. Final Inspection will be conducted in accordance with the procedures identified in Section 01 77 00 CLOSEOUT PROCEDURES.

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

A. A Job Hazard Analysis is required for each person employed on this job. Prior to beginning the job, a Job Hazard Analysis shall be prepared by the Contractor. The analysis will address the hazards in each job classification and will present the procedures and safeguards necessary to provide a safe working environment for that employee. The Contractor shall provide a means to assure that each employee has an opportunity to provide input to his/her Job Hazard Analysis and proof of employee understanding by having the employee sign a copy of his/her analysis.

B. Contractor should assure an understanding on the part of employee and supervisor alike that no new task having potential as a hazard will be undertaken without through discussion between them to determine the safest means to accomplish the task. The Job Hazard Analysis will then be modified accordingly.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 –EXECUTION (NOT APPLICABLE)

END OF SECTION 01 31 00

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during the performance of the Work, including the following:

1. Startup construction schedule;

2. Contractor's construction schedule;

3. Updated construction schedule with updating report;

4. Daily construction reports;

5. Material location reports;

6. Site condition reports; and

7. Special reports.

1.02 RELATED SECTIONS

A. Section 01 29 00 - Payment Procedures

B. Section 01 31 00 – Project Management and Coordination

C. Section 01 32 23 – Surveys and Layout Data

D. Section 01 32 33 - Photographic Documentation

E. Section 01 33 00 – Submittal Procedures

F. Section 01 35 43 – Environmental Protection

G. Section 01 40 00 – Contractor Quality Control

H. Section 01 77 00 –Closeout Procedures

1.03 SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file;

2. Fully searchable PDF electronic file; and

B. Startup construction schedule

1. Approval of cost-loaded, startup construction schedule will not constitute

approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, as described in this Section, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

E. Updated Construction Schedule with Updating Report: Submit with Applications for Payment

F. Daily Construction Reports: Submit at weekly intervals.

G. Material Location Reports: Submit at monthly intervals.

H. Site Condition Reports: Submit at time of discovery of differing conditions.

I. Special Reports: Submit at time of unusual event.

1.04 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed (NTP) to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early or later completion date, unless specifically authorized by Change Order.

B. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than thirty (30) days, unless specifically approved by MDMR.
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring more than sixty (60) days, as separate activities in schedule.
3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 - SUBMITTAL PROCEDURES in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Punch List and Final Completion: Include not more than thirty (30) days for completion of punch list items and final completion. Final completion shall be within the Contract Time.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Work Restrictions: Show the effect of the following items (if applicable) on the schedule:
   - **a.** Coordination with existing construction;
   - **b.** Uninterruptible services;
   - **c.** Use of premises restrictions;
   - **d.** Provisions for future construction;
   - **e.** Seasonal variations; and
   - **f.** Environmental control.
2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   - **a.** Subcontract awards;
   - **b.** Submittals;
   - **c.** Fabrication;
   - **d.** Deliveries;
   - **e.** Installation;
   - **f.** Tests and inspections;
   - **g.** Adjusting;
   - **h.** Curing (if applicable); and

i. Startup and placement into final use and operation (if applicable).

3. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities:

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, fabrication of pipe/box culverts, fabrication and delivery of precast panels, and final completion.

E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

1. See Section 01 29 00 Payment Procedures for cost reporting and payment procedures.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update and submit in accordance with Section 01 31 00 – Project Management and Coordination. Summarize the following issues:

1. Unresolved issues;

2. Unanswered Requests for Information;

3. Rejected or unreturned submittals;

4. Notations on returned submittals; and

5. Pending modifications affecting the Work and Contract Time.

G. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Critical Path Identification: The Critical Path Method (CPM) schedule should clearly identify all activities that are on the critical path.

2.02 STARTUP/MOBILIZATION CONSTRUCTION SCHEDULE

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

2.03 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule using Microsoft Project or similar software approved by the Agency within twenty-one (21) days of date established for the Notice to Proceed. Base schedule on the startup construction schedule and additional information received since the start of Project. Approval of this comprehensive schedule is a condition precedent for payment.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

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

2.04 REPORTS – NOT APPLICABLE

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. Date of Daily Report;

2. List of subcontractors at Project site;

3. List of separate contractors at Project site;

4. Actual count of all personnel at Project site;

5. Regulatory agency or other visiting personnel at Project site;

6. Equipment utilized including production time and downtime at Project site;

7. Description of all construction activity performed in the last twenty-four (24) hours;

8. High and low temperatures and general weather conditions, including presence of rain or snow, high winds, high waves, high tide and low tide;

9. Description of any downtime, delay, quality control issue or schedule change;

10. Accidents – including, but not limited to incidents involving people or equipment (first-aid, near miss, OSHA recordable or lost time);

11. Meetings and significant decisions;

12. Unusual events (see special reports);

13. Emergency procedures (if appropriate);

14. Orders and requests of authorities having jurisdiction;

15. Change Orders received and implemented;

16. Construction Change Directives received and implemented;

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.05 SPECIAL REPORTS

A. General: Submit special reports directly to the Agency within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Agency in advance when these events are known or predictable.

PART 3 - EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. In-House Option: Agency may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques.

2. Meetings: Scheduling consultant or Contractor’s skilled personnel shall attend meetings related to Project progress, alleged delays, and time impact.

B. Contractor's Construction Schedule Updating: At monthly intervals, with Application for Payment, update schedule to reflect actual construction progress and activities. Issue schedule minimum of 48 hours before each regularly scheduled progress meeting. No payment will be processed without an approved construction schedule.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting within forty-eight (48) hours after such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

3. As the Work progresses, indicate final completion percentage for each activity.

C. Distribution: Distribute copies of approved schedule to the Agency, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

SECTION 01 32 23

SURVEYS AND LAYOUT DATA

PART 1 - GENERAL

1.01 SUMMARY

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

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

1.02 RELATED SECTIONS

A. Section 01 20 00 - Measurement and Payment Procedures

B. Section 01 33 00 - Submittal Procedures

C. Section 01 35 43 - Environmental Protection

D. Section 01 77 00 – Closeout Procedures

1.03 SUBMITTALS

A. As-built surveys: Upon Project completion and before submitting the final Application for Payment, the Contractor shall submit to the MDMR drawings showing as-built conditions of the site. The as-builts will highlight any deviations to the Drawings and shall include the following:

1. Field changes of dimension and detail;

2. Changes made by Change Order or other Modifications; and,

3. Details not on original Project Drawings.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 GENERAL

A. The Contractor shall complete the layout of the Work and shall be responsible for all final field measurements and connections; and,

B. The Contractor shall establish and maintain quality control for survey operations to assure compliance with contractual requirements and maintain records of its quality control for qualification of survey personnel, and the accuracy and completeness of required survey work. PRE-CONSTRUCTION SURVEY

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

3.02 As-Built Survey – (not used)

END OF SECTION 01 32 23

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. This Section addresses the requirement to take and produce construction record photographs during the course of the Work.

B. Digital Photography is required. Film photography is not acceptable.

C. The employment of competent photographer to take construction record photographs periodically during course of the Work is required

1.02 RELATED DOCUMENTS

A. Section 01 29 00 – Payment Procedures

B. Section 01 33 00 – Submittal Procedures

C. Section 01 77 00 – Closeout Procedures

1.03 STILL PHOTOGRAPHY REQUIRED

A. Take a minimum of five (4) daily photographs of construction activities as necessary to document daily construction progress. The intent is for digital photos to be kept as a project record. Digitally record all existing conditions of the box culvert before starting construction. Digitally record all construction progress as the Pavilion is being constructed.

B. Digital photographs shall be submitted on suitable electronic media or uploaded to project site server at the MDMR's option. Organization, cataloguing and files of pictures must be approved by MDMR.

C. Digital photographs shall be a resolution of ten (10) megapixels or greater.

D. Submitted digital media and photos become the property of Agency.

1.04 COSTS OF PHOTOGRAPHY

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

1.05 DELIVERY OF PHOTOS

A. Contractor will submit digital photos to the MDMR with monthly pay requests.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 TECHNIQUE

A. Presentation of Still Photography. The information/data provided with the digital still photography shall include:

1. Date of image;

2. Location of images corresponding to plan location.

3. Direction of image (N, S, E, W, NE, NW, SE, SW).

B. Exposure and Focus. The photography shall be taken with the appropriate exposure and focus.

1. Aerial Images and Aerial Videos:

a. Two final aerial views of the completed project will be chosen by the MDMR from four (4) different positions (NE, SE, NW, SW). Two sets will be required to be professionally printed in color (size 24" x 32") and mounted on foam core for turnover to the owner.

2. Video imagery shall be at 1080p resolution with a shutter speed no slower than 30 frames/sec.

3. Video imagery shall use high quality lenses that produce clear and sharp images with a focal length that allows collected images to extend no more than 30 feet outside the construction zone. If a fixed lens is used, the height above sea level can be used to ensure that the cross section of the video does not exceed more than 30 feet outside the construction zone.

3.02 VIEWS REQUIRED

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

3.03 PROJECT RECORD

A. Contractor shall submit a USB flash drive containing digital photos, for project records collated in chronological order of project with date headings and descriptions for groups of photos or videos.

B. Contractor shall submit three copies of all photos and videos, grouped by date and location.

C. Project manager will distribute, after review:

1. One copy of each view to Agency;

2. One copy of each view to MDMR's file; and

3. One copy of each view returned to Contractor for inclusion in Project

Record and Close-out Documents.

END OF SECTION 01 32 33

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 RELATED DOCUMENTS

A. 01 29 00 – Payment Procedures

B. 01 32 00 – Construction Progress Documentation

C. 01 40 00 – Contractor Quality Control

D. 01 77 00 – Closeout Procedures

1.03 SUBMITTALS

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

1.04 QUALITY ASSURANCE

A. Coordination: The Contractor will coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity;

2. Submit submittal items required for each Specification Section concurrently;

3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination;

a. MDMR reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received;

4. Initial Review: Allow seven (7) working days for initial review of each submittal. Submittals which require coordination of subsequent submittals will not be reviewed until all pertinent submittals are provided;

5. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal;

6. Resubmittal Review: Allow seven (7) working days upon MDMR's receipt of resubmittal for review of each resubmittal;

7. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form; and,

8. Name file with submittal number or other unique identifier, including revision identifier – numbering system and identifiers will be mutually acceptable to the Contractor and MDMR.

9. Transmittal Form for Electronic Submittals shall be in color format and be fully searchable: Use electronic form, containing the following information:

a. Project name;

b. Date;

c. Name and address of Agency;

d. Name of Contractor;

e. Name of firm or entity that prepared submittal;

f. Names of subcontractor, manufacturer, and supplier;

g. Category and type of submittal;

h. Revision number of submittal along with submittal dates of previous submittals;

i. Submittal purpose and description;

j. Specification Section number and title;

k. Related physical samples submitted directly;

l. Indication of full or partial submittal;

m. Remarks;

n. Identify options requiring selection by the Agency; and

o. Identify on separate page any clarification required by the MDMR and any deviations from the Contract Drawings and Contract Documents;

10. Furnish one (1) searchable PDF copy of each submittal to the MDMR. Provide additional submittals if additional copies are needed for suppliers or subcontractors. Copies of the submittal will be retained for the Agency, with the remaining copies returned to the Contractor.

PART 2 - PRODUCTS

2.01 MATERIAL SUBMITTAL PROCEDURES

A. Shop Drawings: The Contractor shall prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products;

b. Schedules;

c. Compliance with specified standards;

d. Notation of coordination requirements;

e. Notation of dimensions established by field measurement;

f. Relationship and attachment to adjoining construction clearly indicated; and

g. Seal and signature of professional Architect if applicable.

2. Identify shop drawing details by reference to sheet and detail, or schedule shown on contract drawings.

3. Make drawings accurate to a scale with sufficient detail to show the kind, size, arrangement and function of component materials and devices.

4. Minimum sheet size is 8.5” X 11”.

5. Fabrication drawing size shall be 11” X 17” which shall be folded to 8.5” X 11” size.

6. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.

7. Mark each copy of each submittal to show which products and options are applicable.

8. Include the following information, as applicable:

a. Manufacturer's catalog cuts;

b. Standard color charts; and

c. Statement of compliance with specified referenced standards.

9. Submit Product Data before or concurrent with Samples.

10. Submit Product Data in the following format:

a. Electronically; and

b. Physical samples as necessary

11. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample;

b. Product name and name of manufacturer;

c. Sample source;

d. Number and title of applicable Specification Section; and

e. Specification paragraph number and generic name of each item.

12. Provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

13. Disposition: Maintain sets of approved Samples at Project site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use; and,

b. Samples not incorporated into the Work, or otherwise designated as Agency's property, are the property of Contractor.

2.02 SCHEDULE OF VALUES SUBMITTAL – NOT APPLICABLE

A. Contractor shall submit a Schedule of Values for all Lump Sum items in accordance with Specification 01 29 73 – SCHEDULE OF VALUES.

B. Approval of Schedule of Values must be approved by the Agency prior to submittal of first payment request.

2.03 PAYMENT REQUEST

A. One (1) searchable PDF copy of each payment request must be submitted on the Application for Payment forms provided by or approved by the Agency.

B. Each payment request shall include the following:

1. Payment form provided by the Agency;

2. Updated Construction Schedule with updating report in accordance with Section 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION;

3. Photographic Documentation in accordance with Section 01 32 33 – PHOTOGRAPHIC DOCUMENTATION; and

2.04 OTHER SUBMITTALS

A. The Contractor shall also provide the following submittals:

1. Certificates of insurance;

2. Surety bonds;

3. List of proposed subcontractors;

4. List of proposed products;

5. Construction Progress Schedule;

6. Submittal register;

7. Health and safety plan;

8. Work plan;

9. Surveying Plan;

10. Quality control plan; and

B. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 –PROJECT MANAGEMENT AND COORDINATION.

C. Test and Inspection Reports and Schedule of Test and Inspection Submittals: Comply with requirements specified in Section 01 40 00 – CONTRACTOR QUALITY CONTROL.

D. Closeout Submittals: Comply with requirements specified in Section 01 77 00 – CLOSEOUT PROCEDURES.

E. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

PART 3 - EXECUTION

3.01 CONTRACTOR'S REVIEW

A. Submittals: The Contractor shall review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents, note corrections and field dimensions, and mark with an approval stamp before submitting to the MDMR.

B. Project Closeout and Maintenance Material Submittals: See requirements specified in Section 01 77 00 - CLOSEOUT PROCEDURES.

C. Approval Stamp: Prior to submitting submittals to the Agency, stamp each submittal with the submittal stamp. Each submittal must include:

1. Project Name;

2. Submittal Number and Revision Number;

3. Specification Section; and

4. Contractor's approval and statement certifying that submittal has been reviewed and checked and approved for compliance with the Contract Documents. Incomplete submittals will be returned to the Contractor.

D. Submittal Log to be Maintained by Contractor:

1. Maintain an accurate submittal log for duration of the Work showing current status of all submissions;

2. Show submittal number, section number, section title, submittal description dates and disposition of submittal; and

3. Make submittal log available to MDMR for MDMR's review upon request.

3.02 ARCHITECT'S DUTIES – NOT APPLICABLE

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

1. No extensions of time are allowed due to Architect's delay in reviewing submittals unless all the following criteria are met:

a. Contractor has notified Architect in writing that timely review of particular submittal in question is critical to the progress of the Work and Contractor has identified the requested submittal return date;

b. Architect has failed to return submittal within fourteen (14) working days of receipt of the submittal or receipt of said notice, whichever is later;

c. Contractor demonstrates that delay in progress of the Work was directly attributable to Architect's failure to return submittal within fourteen (14) working days; and

d. Contractor demonstrates that submittal was submitted on schedule and that submittal review is on an item that is on the critical path as defined by the construction schedule provided in Section 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION.

2. No extensions of time are allowed due to delays in progress of the Work caused by rejection and subsequent resubmission of data, including multiple resubmissions.

3. Architect's review shall not extend to means, methods, techniques, sequences, operations of construction, and safety precautions and programs incidental thereto. No information regarding these items will be reviewed whether or not included in submittals.

4. In the event that Architect will require more than fourteen (14) working days to perform review, Architect shall so notify Contractor.

B. The Architect will review drawings and data submitted only for general conformity with Contract Documents.

1. Architect's review of drawings and data returned marked "No Exceptions Taken" or "Exceptions Noted" does not indicate a thorough review of all dimensions, quantities, and details of material, equipment device or items shown;

2. Architect's review does not relieve Contractor of responsibility for errors, omissions or deviations nor responsibility for compliance with the Contract Documents;

3. The Architect will consider and review only those deviations from the Contract Documents clearly identified as such on the submittal and tabulated on the Contractor's transmittal sheet.

C. The Architect may return submittals unviewed to Contractor for distribution or for resubmission when:

1. The submittal was previously returned to the Contractor and no apparent changes have been made to the original submittal;

2. The submittal was provided by a subcontractor, supplier or manufacturer; or

3. The submittal is not required by the specific technical specification or contract documents.

D. The Architect will affix a stamp and indicate the approval for submittal or resubmission requirements with the following stamp:

3.03 DISPOSITION OF SHOP DRAWINGS AND PRODUCT DATA

☐ NO EXCEPTIONS TAKEN	☐ EXCEPTIONS NOTED
☐ REVISE & RESUBMIT	☐ REJECTED

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

Date_____ By_____

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

1. One copy sent to Agency;

2. One copy sent to Program Manager;

3. One copy sent to Resident Project Representative;

4. One copy retained in Architect's file;

5. Remaining copies returned to Contractor for his use;

a. One copy to be kept on file at Contractor's office at job site;

b. Remaining copies for Contractor's office file, suppliers, or subcontractors;

6. No corrections or comments noted on the submittal or on a Submittal Response Summary Sheet;

7. Issues or miscellaneous comments pertaining to other related items of the Work may be included in transmittal letter; and

8. Resubmission not required.

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

1. One copy sent to Agency;

2. One copy sent to Program Manager;

3. One copy sent to Resident Project Representative;
4. One copy retained in Architect's file;
5. Remaining copies returned to Contractor for his use; and
6. Comply with corrections or comments as noted on the submittal or on a Submittal Response Summary Sheet.
7. Resubmission not required.

C. "Revise and Resubmit": Incorrect information provided or Significant Information Still Required:

1. One copy sent to Program Manager;
2. One copy sent to Resident Project Representative;
3. One copy retained in Architect's file;
4. All remaining copies returned to Contractor for revision and re-submittal;
5. Copy of transmittal letter and/or Submittal Response Summary Sheet sent to Agency. A "No Exceptions Taken" or "Exceptions Noted" submittal will be forwarded to Agency after review per above disposition requirements;
6. Submittal is either: incorrectly annotated; specific comments need to be addressed and incorporated in re-submittal; and/or additional information may be required as noted on the submittal or on a Submittal Response Summary Sheet;
7. Submitted information may not include or address specific item required per the specification as identified on the submittal or on a Submittal Response Summary Sheet;
8. Specific information related to identified item may be required for final approval of submittal; and
9. Resubmission of entire submittal may be required or resubmission of specific item may be required as identified on the submittal or on a Submittal Response Summary Sheet.

D. "Rejected": Returned for Correction:

1. One copy sent to Program Manager;
2. One copy sent to Resident Project Representative;
3. One copy retained in Architect's file;
4. All remaining copies returned to Contractor;

5. Copy of transmittal letter and/or Submittal Response sent to Agency;
6. Contractor required to resubmit complete submittal package in accordance with Contract Documents;
7. Submittal does not comply with provisions of Contract Documents as noted on the submittal or on a Submittal Response Summary Sheet; and
8. Resubmission required.

3.04 DISPOSITION OF SAMPLES

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

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

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

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

C. "Rejected": Returned for Correction:

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

END OF SECTION 01 33 00

SECTION 01 35 29

SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

AS APPLICABLE

PART 1 - GENERAL

1.01 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

2. ANSI A10.32 Personal Fall Protection - Safety Requirements for Construction and Demolition Operations

3. ANSI Z359.1 (1992; R 1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

4. ANSI/ASSE A10.34 (2001) Protection of the Public on or Adjacent to Construction Sites

5. ASME INTERNATIONAL (ASME)

6. ASME B30.22 (2005) Articulating Boom Cranes

7. ASME B30.5 (2004) Mobile and Locomotive Cranes

8. NFPA 10 (2002) Portable Fire Extinguishers

9. U.S. ARMY CORPS OF ARCHITECTS (USACE)

10. EM 385-1-1 (2003) Safety -- Safety and Health Requirements

11. 29 CFR 1910.146 Permit-required Confined Spaces

12. 29 CFR 1926 Safety and Health Regulations for Construction

13. 29 CFR 1926.500 Fall Protection

1.02 SUBMITTALS – AS APPLICABLE

A. Preconstruction Submittals. Prior to construction commencing, the Contractor shall provide an Accident Prevention Plan (APP), Activity Hazard Analysis (AHA); Crane Critical Lift Plan; proof of qualification for Crane Operators and Test Reports.

B. Reports. Contractor shall submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports," including:

1. Accident Reports;

2. Monthly Exposure Reports;

3. Crane Reports;

4. Regulatory Citations and Violations SD-07 Certificates;

5. Confined Space Entry Permit; and

6. Current crane certifications

1.03 DEFINITIONS

A. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

B. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by physician or registered personnel.

C. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

1. Death, regardless of the time between the injury and death, or the length of the illness;

2. Days away from work (any time lost after day of injury/illness onset);

3. Restricted work;

4. Transfer to another job;

5. Medical treatment beyond first aid;

6. Loss of consciousness; or

7. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

1.04 REGULATORY REQUIREMENTS

A. In addition to the detailed requirements included in the provisions of this Contract, work performed shall comply with USACE EM 385-1-1, and the following federal, state, and local, laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work.

B. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply. The safety manuals identified in this specification are to be considered minimum requirements. It is the responsibility of the Contractor to identify and comply with any and all safety regulations.

1.05 SITE QUALIFICATIONS, DUTIES AND MEETINGS

A. Personnel Qualifications

1. Competent Person

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

2. Crane Operators

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

B. Personnel Duties

1. Superintendent, or designated competent person, shall:

a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.

b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.

c. Maintain applicable safety reference material on the job site.

d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.

e. Implement and enforce accepted APPS and AHAs.

f. Maintain a safety and health deficiency tracking system that monitors

outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.

g. Ensure sub-contractor compliance with safety and health requirements.

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

C. Meetings

1. Preconstruction Conference

a. Contractor representatives who have a responsibility or significant role in accident prevention on the Project shall attend the preconstruction conference. This includes the project superintendent, designated competent person, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

b. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and MDMR as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

2. Safety Meetings

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

1.06 ACCIDENT PREVENTION PLAN (APP)

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

B. MDMR considers the Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informingtheir subcontractors of the safety provisions under the terms of the Contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

C. Once accepted, the APP and attachments will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP will be cause for stopping of work, at the discretion of MDMR, until the matter has been rectified.

D. Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of MDMR, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify MDMR within 24 hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSE A10.34,) and the environment.

E. Copies of the accepted plan will be maintained at MDMR's Representative's office and at the job site. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the Contract.

F. Unusual or high-hazard activities not identified in the original APP shall be

incorporated in the plan as they are discovered.

1. EM 385-1-1 Contents

a. In addition to the requirements outlined in Appendix A of USACE EM 385-1- 1, the following is required of the Contractor:

1) Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this Project to include the designated competent person, superintendent and any other qualified personnel. The duties of each position shall be specified.

2) Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

3) Confined Space Entry Plan. Develop a confined space entry plan in accordance with USACE EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other federal, state and local regulatory requirements identified in this Contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by Contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

4) Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks.

5) The plan shall be submitted 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.C.18. and the following:

a) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).

6) Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan shall be included in the Accident Prevention Plan (APP).

1.07 ACTIVITY HAZARD ANALYSIS (AHA)

A. The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

B. The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

C. The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the Contractor, its suppliers or subcontractors and provided to MDMR.

1.08 SITE SAFETY REFERENCE MATERIALS

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

1.09 EMERGENCY MEDICAL TREATMENT

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

1.10 REPORTS

A. Accident Reports

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

B. Accident Notification

1. Notify MDMR as soon as practical, but not later than 30 minutes, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than $2,000, or any weight handling equipment accident.

2. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the MDMR investigation team arrives on-site and an investigation is conducted.

C. Crane Reports

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

1.11 HOT WORK

A. The Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal “Hot Work”. All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any “Hot Work” done at this activity.

B. When starting work in the facility, Contractor shall require its personnel to familiarize themselves with the location of the nearest fire extinguishers and place in memory the emergency fire department phone number.

C. Obtain services from a NFPA Certified Marine Chemist for “HOT WORK”

within or around flammable materials (such as fuel systems, welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, vaults, etc.) that have the potential for flammable or explosive atmospheres, if required.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 CONSTRUCTION AND/OR OTHER WORK

A. The Contractor shall comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, Federal and/or State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard shall prevail.

1. Corps of Architects Safety and Health Requirements Manual. All Contractors must comply with the Corps of Architects Safety and Health Requirements Manual, EM- 385-1-1 in effect on date of solicitation.

2. Hazardous Material Exclusions

a. Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead- based paint are prohibited. MDMR, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.02 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

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

1. Training

a. The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the

Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

2. Fall Protection Equipment and Systems

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

b. Personal Fall Arrest Equipment

1) Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a

fall arrest system.

3. Horizontal Lifelines

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

4. Guardrails and Safety Nets

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

5. Rescue and Evacuation Procedures

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

3.03 EQUIPMENT

A. Material Handling Equipment

1. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.

2. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.

3. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

B. Weight Handling Equipment

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

2. The Contractor shall comply with the crane manufacturer's

specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturer's recommended procedures.

3. The Contractor shall comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.
4. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.
5. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.
6. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.
7. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.
8. All employees shall be kept clear of loads about to be lifted and of suspended loads.
9. The Contractor shall use cribbing when performing lifts on outriggers.
10. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
11. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
12. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by MDMR.
13. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by MDMR personnel.

14. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

15. Equipment and Mechanized Equipment

16. Proof of qualifications for operator shall be kept at the Project site for review.

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

3.04 EXCAVATIONS -

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

1. Utility Locations

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

2. Utility Location Verification

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

3.05 ELECTRICAL

A. Conduct of Electrical Work

1. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a

minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, faceshields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

B. Portable Extension Cords

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

3.06 WORK IN CONFINED SPACES

A. The Contractor shall comply with the requirements in Section 06.I of USACE EM 385- 1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6). Any potential for a hazard in the confined space requires a permit system to be used. The entry and monitoring procedures shall include:

1. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

2. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.

3. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

END OF SECTION 01 35 29

SECTION 01 35 43

ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

A. This Section covers prevention of environmental pollution and damage as the result of construction operations under this Contract and for those measures set forth in other technical requirements of the Contract Specifications. For the purpose of this Specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents, which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

B. Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. Contractor shall record on daily quality control reports or attachments thereto, any problems in complying with laws, regulations and ordinances, and corrective actions taken.

1.02 RELATED SECTIONS:

A. Section 01 20 00 - Measurement and Payment Procedures

B. Section 01 29 00 – Payment Procedures

C. Section 01 32 00 - Construction Progress Documentation

D. Section 01 33 00 - Submittal Procedures

E. Section 01 40 00 - Contractor Quality Control

1.03 SUBMITTALS

A. The following submittals shall be submitted by the Contractor in accordance with **SECTION 01 33 00 SUBMITTAL PROCEDURES.**

1. Environmental Protection Plan - After the contract is awarded, prior to the commencement of the work, the Contractor shall meet with the MDMR, or his representative, and discuss the proposed environmental protection plan. The meeting shall develop mutual understanding relative to details of environmental protection, including required reports and measures to

be taken should the Contractor fail to provide adequate protection in an adequate and timely manner.

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

2. SWPPP and SCNOI - Contractor shall prepare and submit to MDMR a SWPPP and SCNOI in accordance with MDMR standards for the project.

1.04 SUBCONTRACTORS

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

1.05 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

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

1.06 NONCOMPLIANCE

B. The MDMR or CQC System Manager will notify the Contractor of any observed noncompliance. The Contractor shall, after receipt of such notice, inform the MDMR of proposed corrective action and take such action as may be approved. Corrective actions shall be in compliance with the aforementioned federal, state, or local laws or regulations, permits and other elements of the Contractor's EPP. If the Contractor fails to comply promptly, the MDMR may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

C. Monitoring of permit and/or regulation compliance by the MDMR is for the sole benefit of the Agency and shall not relieve the Contractor of the responsibility of knowing and complying with all local, state, and federal laws

and regulations concerning the protection of environmental resources, nor does it relieve the Contractor of the responsibility of ensuring that all environmental permit requirements governing the project work are met.

D. The Contractor shall notify the MDMR immediately, in writing, of the occurrence of environmental incidents and also include in the Daily Progress Report in accordance with **SECTION 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION.**

PART 2 - PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - PART 3 - EXECUTION

3.01 PROTECTION OF ENVIRONMENTAL RESOURCES

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

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

A. Inadvertent Discoveries - If, during construction activities, Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to MDMR so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

B. Claims for Downtime due to Inadvertent Discoveries - Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources,

the Contractor shall seek to continue work well away from, or otherwise protectively avoiding, the area of interest, or in some other manner that strives to continue productive activities in keeping with the Contract. Should an inadvertent discovery be of the nature that substantial impact(s) to the work schedule are evident; such delays shall be coordinated with the MDMR.

3.03 PROTECTION OF WETLANDS

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

3.04 PROTECTION OF LAND RESOURCES

A. Before beginning any construction, Contractor shall identify all land resources to be preserved within Contractor's work area. Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms outside of the clearing limits specified in the Drawings and Specifications without special permission from MDMR. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following paragraphs.

B. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

C. Solid wastes (excluding clearing debris) shall be placed in containers that are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off the properties within the project limits and dispose of it in compliance with federal, state, and local requirements for solid waste disposal. Discarded materials other than those that can be handled in the solid waste category will be handled as directed by the MDMR.

D. Fuel dispensers shall have a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners right below the bib. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground or water takes place. Pans shall be cleaned by an approved method immediately after every dispensing of fuel and wastes disposed of offsite in an approved area. Contractor shall select and implement controls and

procedures to minimize leaking or spilling of fuels during fueling of vehicles or equipment. Should any spilling of fuel occur the Contractor shall immediately recover the contaminated ground and/or water and dispose of it offsite in an approved area.

E. Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, state, and local regulations.

F. Discarded materials other than those that can be included in the solid waste category shall be handled as directed.

3.05 PROTECTION OF WATER RESOURCES

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

B. No creosote material shall be used in construction.

C. No construction debris, refuse, or unauthorized fill material shall be allowed to enter coastal wetlands or waters.

D. Oil and Fuel Spill Prevention

1. Contractor will prevent oil or other hazardous substances from entering the ground, drainage, or local bodies of water. Contractor will provide containment, diversionary structures, or equipment to prevent discharged oil from reaching a watercourse. Contractor will take immediate action to contain and clean up any spill of oily substances, petroleum products, and hazardous substances. Contractor will immediately report such spills to the MDMR. Contractor will provide one or more of the following preventive systems at each oil storage site. The provision of such preventive systems shall be approved by the MDMR prior to tank installation and use.

a. Dikes, berms, retaining walls, culverts, curbs, gutters, or other similar structures shall be capable of containing the contents of the largest

single tank.

b. Absorbent materials shall be capable of absorbing the contents of the largest single tank.

2. Oil or Fuel Storage Tank Installation: All storage tank installation shall be constructed so that a secondary means of containment is provided for the entire contents of the tanks installed. Dikes and other structures shall be positioned or located so as to provide a secondary containment identical to that required for non- mobile storage tanks. Storage tanks shall be located where they will not be subject to flooding or washout. When it is determined that the installation of containment structures or equipment to prevent discharged oil from reaching a watercourse is not practicable, a clear demonstration of such impracticability shall be submitted to the MDMR for approval prior to installation or use of the storage tank. The following shall also be provided to the MDMR for approval prior to installation use of the storage tank:

a. An oil spill contingency plan, either contained within or separate from the EPP.

b. A written certification of commitment of manpower, equipment, and materials required to expeditiously control and remove the discharge oil.

3. Liabilities: Contractor shall be liable for the damage caused by oil or fuel spills when it can be shown that the oil or fuel was discharged as a result of negligence or willful misconduct. The penalty for failure to report the discharge of oil or fuel shall be in accordance with state and federal laws.

3.06 PROTECTION OF FISH AND WILDLIFE RESOURCES

A. Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish, shellfish beds, migratory birds and nests and wildlife.

B. In the event that a threatened or endangered species is harmed because of construction activities, the Contractor shall cease all work and notify the MDMR. The MDMR will provide emergency contact information at the Pre-Construction Meeting.

C. Any collision with and/or injury to a sea turtle or small tooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization at 1- 888-806-1674.

3.07 PROTECTION OF AIR RESOURCES

A. The Contractor shall keep construction activities under surveillance, management,and control to minimize pollution of air resources. All activities, equipment, processes and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Mississippi and all Federal emission and performance laws and standards.

B. Dust Control: Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at any staging areas, haul roads, and other areas disturbed by operations. Strictly adhere to applicable environmental regulations for dust prevention.

C. Contractor will minimize air pollution from the construction activities.

1. Burning of waste materials, rubbish, or other debris will not be permitted on or adjacent to the Site.

2. Tanks and containers of fuels and related products shall be controlled to minimize the emission of volatile organic compounds.

3.08 PROTECTION FROM SOUND INTRUSIONS

A. The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise and to comply with all federal, state, and local noise ordinances. The use of horns, bells or the use of whistle signals shall be held to a minimum necessary in order to ensure as safe and as quiet an operation as possible.

3.09 CONSTRUCTION CLEANUP

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

3.10 MAINTENANCE OF POLLUTION CONTROL FACILITIES

A. The Contractor shall, at his expense, provide routine maintenance of permanent and temporary erosion control features until the Project is completed and accepted. If such erosion control features must be reconstructed due to the Contractor's negligence, carelessness, or in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, such replacement shall be on the Contractor's expense.

B. If the Contractor through any construction activity degrades, destroys, or impacts the ground cover on any adjoining property including rights-of-way,

effected area shall be fully repaired and re-vegetated at the Contractor's expense.

3.11 REPAIR OR RESTORATION:

A. All dunes or other landscape features scarred or damaged by the Contractor's equipment or operations shall be repaired and/or restored to their original condition at the Contractor's expense. The MDMR shall approve the repair and/or restoration prior to its initiation.

B. Temporary Construction: The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and all other vestiges of construction. Temporary roads, parking areas and similar temporary use areas shall be graded in conformance with surrounding areas.

END OF SECTION 01 35 43

SECTION 01 40 00

CONTRACTOR QUALITY CONTROL

PART 1 - GENERAL

1.01 PAYMENT

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

1.02 RELATED SECTIONS

A. 01 20 00 – Measurement and Payment Procedures

B. 01 31 00 – Project Management and Coordination

C. 01 32 00 – Construction Progress Documentation

D. 01 33 00 – Submittal Procedures

E. 01 77 00 – Closeout Procedures

1.03 SUBMITTALS

A. The following submittals shall be submitted by the Contractor in accordance with SECTION 01 33 00 – SUBMITTAL PROCEDURES.

1. Quality Control Plan - Within twenty (20) calendar days of Notice of Award, the Contractor shall submit the draft Contractor Quality Control (CQC) Plan for review and acceptance by the MDMR prior to the coordination meeting. The Contractor shall furnish, no later than ten (10) calendar days after receipt of the Notice to Proceed, an acceptable final CQC Plan. The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

A. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with these specifications. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction

sequence. The Project site superintendent will be held responsible for the quality of work on the job and is subject to removal by MDMR for non-compliance with the quality requirements specified in the contract. The Project site superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The Project site superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to MDMR and shall be responsible for all construction and construction related activities at the site.

3.02 QUALITY CONTROL PLAN

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

1. Content of the CQC Plan

a. The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

b. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three-phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the Project superintendent.

c. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

d. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the Contract. The CQC System Manager shall issue letters of direction to all other various quality control

representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to MDMR.

e. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

f. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by MDMR shall be used.)

g. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

h. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

i. Reporting procedures, including proposed reporting formats.

j. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

2. Acceptance of Plan

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

1) Failure to submit acceptable CQC plan

a) If the contractor fails to submit an acceptable draft CQC plan within the time prescribed, construction shall not start. If an

acceptable final plan is not submitted within a reasonable time, as determined by the MDMR, the MDMR may order the contractor to stop work until such time as an acceptable plan has been submitted. Any such stop work order shall not be considered a suspension of work pursuant to section 39 of the MDMR Standard Contract Terms and Conditions of MDMR (Attachment F) and the Contractor shall not be entitled to pay adjustments as a result of the stop work order. Failure to comply with the above requirements within the time prescribed will be considered a condition endangering the performance of the contract and may be considered grounds for termination of the contract in accordance with section 40 in the MDMR Standard Contract Terms and Conditions.

2) Notification of Changes

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

3.03 COORDINATION MEETING

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

3.04 QUALITY CONTROL ORGANIZATION

A. Personnel Requirements

1. The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive

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

B. CQC System Manager

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

C. Organizational Changes

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

3.05 SUBMITTALS AND DELIVERABLES

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

3.06 CONTROL

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

1. Preparatory Phase

a. This phase shall be performed prior to beginning work on each definable feature of the Work, after all required plans/documents/materials are approved/accepted, and after copies are at the Work site. This phase shall include:

1) A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the Work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by MDMR personnel until final acceptance of the Work.

2) A review of the contract drawings.

3) A check to assure that all materials and/or equipment have been tested, submitted, and approved.

4) Review of provisions that have been made to provide required control inspection and testing.

5) Examination of the Work area to assure that all required preliminary Work has been completed and is in compliance with the Contract.

6) A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

7) A review of the appropriate activity hazard analysis to assure safety requirements are met.

8) Discussion of procedures for controlling quality of the Work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of the Work.

9) A check to ensure that the portion of the plan for the Work to be performed has been accepted by MDMR.

10) Discussion of the initial control phase.

11) MDMR shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet Contract Specifications.

2. Initial Phase

a. This phase shall be accomplished at the beginning of a definable feature of the Work. The following shall be accomplished:

1) A check of work to ensure that it is in full compliance with Contract requirements. Review minutes of the preparatory meeting.

2) Verify adequacy of controls to ensure full Contract compliance. Verify required control inspection and testing.

3) Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.

4) Resolve all differences.

5) Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

6) MDMR shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow- up phases.

7) The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3. Follow-up Phase

a. Daily checks shall be performed to ensure control activities, including

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

4. Additional Preparatory and Initial Phases

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

3.07 COMPLETION INSPECTION

A. Punch-Out and Final Inspection

1. Near the end of the Work, or any increment of the Work, the MDMR and/or CQC Manager shall conduct an inspection of the Work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify MDMR that the Work is ready for final survey and inspection. Failure of Contractor to have all Work acceptably complete for this inspection will be cause for the Agency to bill the Contractor for the Agency's additional inspection cost in accordance with Section 01 77 00 Closeout Procedures.

3.08 DOCUMENTATION

A. The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

1. Contractor/subcontractor and their area of responsibility.

2. Operating plant/equipment with hours worked, idle, or down for repair.

3. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of the Work performed each day by NAS activity number.

4. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-Up). List of deficiencies noted, along with corrective action.

5. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

6. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

7. Offsite surveillance activities, including actions taken.

8. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

9. Instructions given/received and conflicts in plans and/or specifications.

10. Contractor's verification statement.

B. These records shall indicate a description of trades working on the Project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the Work and workmanship comply with the Contract. The original and one copy of these records in report form shall be furnished to MDMR daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the Contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.09 NOTIFICATION OF NONCOMPLIANCE

A. MDMR will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the Work site, shall be deemed sufficient for the purpose of

notification. If the Contractor fails or refuses to comply promptly, MDMR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

END OF SECTION 01 40 00

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 REQUIREMENTS

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

1.02 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures

B. Section 01 32 23 - Surveys and Layout Data

C. Section 01 40 00 – Contractor Quality Control

1.03 CLOSEOUT PROCEDURES

A. Contractor will comply with requirements stated in these specifications for administrative procedures in closing out the Work.

B. Contractor will submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for MDMR's inspection.

C. Contractor will provide submittals to MDMR that are required by governing or other authorities.

D. Contractor will submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

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

A. When Contractor considers the Work is complete, he shall submit written certification that:

1. Contract Documents have been reviewed.

2. Work has been inspected for compliance in accordance with Paragraph 3.07 A of Section 01 40 00 – CONTRACTOR QUALITY CONTROL.

B. When the Agency finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals in accordance with Section
1.05 below.

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

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Contractor will provide as closeout submittals the following:

1. Evidence of Payment and Release of Liens, see Appendix B.

2. Final inspection reports by all regulatory agencies demonstrating the agencies' final approval.

3. At Contract close-out, deliver Record Documents to MDMR.

4. Accompany submittal with transmittal letter in triplicate containing:

a. Date;

b. Project title and number;

c. Contractor's name and address;

d. Title and number of each Record Document; and

e. Signature of Contractor or his authorized representative.

1.06 PROJECT RECORD DOCUMENTS

A. Final Payment will not be made to Contractor until Project Record Documents in accordance with this Section are submitted and approved.

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

C. Three electronic copies of all record documents will also be submitted to MDMR.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 77 00