

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
APRIL 17, 2018

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall Building on Tuesday, April 3, 2018 at 6:00 p.m. with the following in attendance: Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Mike Bryan, Willie Jennings, City Attorney Ben Logan; Amanda Daniel, Clerk of the Council.

Boy Scout Clayton Ellis of Troop No. 85 gave the invocation, followed by the Pledge of Allegiance led by Council President Markel Whittington.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Markel Whittington called the meeting to order at 6:00 p.m.

IN THE MATTER OF CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilman Beard moved, seconded by Councilman Palmer, to confirm the agenda as submitted. Of those present, the vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

Mayor Shelton recognized the following members of Boy Scout Troop No. 85: Conner Graham, Thomas Bagwell, Clayton Ellis, and Lee Pate. Their Troop Leader Bradley Bagwell accompanied the scouts. All Saints Episcopal Church sponsors the troop.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

No employees were present for recognition.

IN THE MATTER OF PUBLIC RECOGNITIONS

The City Council members made the following recognitions:

Councilwoman Davis encouraged the community to participate in the upcoming "10 for Tupelo" litter pick up and beautification event which will take place on April 28, 2018 from 8:00 a.m. to 6:00 p.m. The event consists of teams of ten to volunteer their time in the form of litter pick up and beautification projects for a portion of ten hours straight service bettering Tupelo. Keep Tupelo Beautiful and the Rotary Club are teaming up to sponsor this event.

MUNICIPAL MINUTES, CITY OF TUPELO
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Councilman Jennings commended Boy Scout Clayton Ellis for his confidence and consideration in volunteering to give the invocation earlier in the meeting.

Councilman Jennings invited the young men of the community ranging from ages 18 to 35 to participate in the upcoming class series entitled "Chain 2 Change". The following classes will be provided as part of the curriculum: The Expungement Process, Life Skills, Money Management, Dressing for Success, Resumes & Applications. The classes will be held at the Haven Acres Boys and Girls Club each Thursday at 6:00 p.m. from April 5 through May 3, 2018. The classes are free of charge.

IN THE MATTER OF THE MAYOR'S REPORT

Mayor Shelton thanked Jessie Bandry and Katherine Rae for their work organizing the upcoming "10 for Tupelo" litter pick up and beautification project and echoed Councilwoman Davis's invitation for the community to get involved in this great event.

Mayor Shelton announced that Mississippi House of Representative Steve Holland will be honored this evening during the North Mississippi Regional Rehabilitation Center's Humanitarian Awards Dinner. He commended Representative Holland for more than thirty years of service through the state legislature and more than thirty years of service on the board of the Regional Rehab Center. The Regional Rehab center was among one of the three projects responsible for the City of Tupelo being awarded its' first All-America City Award in 1967.

Mayor Shelton congratulated Ms. Doyce Deas for being awarded the Ron Aldridge Volunteer of the Year Award. Keep Mississippi Beautiful makes the award to the recipient who best "time and energy to furthering the Keep Mississippi Beautiful mission."

Mayor Shelton explained that two events will take place on Friday, April 20, 2018. The Downtown Main Street Association, Trustmark Bank and Downtown Wine and Spirits are proud to present the 2018 Wine Downtown event. The progressive wine tasting includes over ten downtown retail shops and studios. The Budweiser Clydesdales are coming to Tupelo! A parade and public viewing will take place at Fairpark from 6:00 to 7:00 p.m. on April 20th.

(CLOSE THE REGULAR MEETING OPEN THE PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARING

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
APRIL 17, 2018

IN THE MATTER OF A PUBLIC HEARING REGARDING THE DEMOLITION OF PROPERTIES

PARCEL NO.	LOCATION	
089P-31-244-00	520 S. BROADWAY STREET	No one appeared to discuss this item.
074T-17-055-00	3053 WALSH ROAD	No one appeared to discuss this item.
074E-16-106-00	2630 WALSH ROAD	No one appeared to discuss this item.
089B-30-062-00	1209 NORTH GREEN STREET	No one appeared to discuss this item.
089F-30-218-00	600 NORTH SPRING STREET	No one appeared to discuss this item.

A copy of the final demolition list is attached as **APPENDIX A.**

CITIZEN HEARING

IN THE MATTER CONCERNING A PENDING COMPATIBLE REVIEW APPLICATION CASE NO. COMP 1804 (231 TOLBERT STREET)

No one appeared to discuss this item.

(CLOSE THE PUBLIC AGENDA AND OPEN THE REGULAR SESSION)

ACTION AGENDA

IN THE MATTER OF REVIEW, ADOPT, REJECT AN ORDINANCE AMENDING AN ORDINANCE TO CREATE A CITIZEN'S ADVISORY BOARD TO ADD ADDITIONAL AT-LARGE MEMBERS

Councilman Beard moved, seconded by Councilwoman Davis, to adopt this ordinance as submitted. The motion passed by a vote of 5-1 with the members voting as follows:

Aye: Council members: Whittington, L. Bryan, Beard, Davis, Jennings

Nay: Council member M. Bryan

Absent: Council member Palmer

A copy of this Ordinance is attached hereto as **APPENDIX B.**

ROUTINE AGENDA

IN THE MATTER OF REVIEW, APPROVE, REJECT MINUTES OF THE APRIL 3, 2018 REGULAR COUNCIL MEETING

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
APRIL 17, 2018

Councilwoman Davis moved, seconded by Councilman Palmer, to approve the minutes as submitted. Of those present, the vote as unanimous in favor.

IN THE MATTER OF REVIEW, APPROVE, REJECT LIST OF ADVERTISING AND PROMOTIONAL EXPENSES

Chief Financial Officer, Kim Hanna, had submitted a request to the City Council to approve a list of expenditures for the purpose of advertising and bringing into favorable notice the opportunities, possibilities, and resources to the City of Tupelo. Councilman Jennings moved, seconded by Councilwoman Davis, to approve advertising and promotional list as submitted.

Of those present, the vote was unanimous in favor. A copy of the list is attached to these minutes as **APPENDIX C.**

IN THE MATTER OF REVIEW, PAY BILLS

Bills were reviewed at 4:30 p.m. by council members: Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis; Missy Shelton, Deputy Clerk; Johnny Timmons, Tupelo Water and Light Department.

Councilwoman Davis moved, seconded by Councilman Beard, to approve the payment of the checks bills, and claims. Of those present, the vote was unanimous in favor.

CHECK NUMBERS 345005-345424
ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF THE DOCKET
INVOICES AS SHOWN ON THE FACE OF THE DOCKET

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST FOR THE APPROVAL OF DONATED SICK TIME FOR VALERIE FIELD, A TUPELO WATER AND LIGHT EMPLOYEE

Councilman M. Bryan moved, seconded by Councilman Beard, to approve this request as submitted. Of those present, the vote was unanimous in favor. A copy of this request is attached as **APPENDIX D.**

IN THE MATTER OF REVIEW, ACCEPT, REJECT AN APPOINTMENT TO THE POLICE ADVISORY BOARD

Councilman L. Bryan moved, seconded by Councilman Palmer, to appoint Bridgett Wilson to the Police Advisory Board. Of those present, the vote was unanimous in favor. A copy Ms. Wilson's resume is attached as **APPENDIX E.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
APRIL 17, 2018

IN THE MATTER OF REVIEW, APPROVE, REJECT THE FINAL DEMOLITION LIST

Councilman L. Bryan moved, seconded by Councilwoman Davis, to approve the final demolition list submitted by the Department of Development Services as being in such a state of uncleanliness and disrepair as to be a menace and hazard to public health, safety, and welfare of the community. By this action, the City of Tupelo is authorized to demolish this structure, invoice the owners, and place liens on the property if the owners do not pay for the demolition. Of those present, the vote was unanimous in favor. A copy of the final demolition list is attached to these minutes as **APPENDIX F.**

IN THE MATTER OF REVIEW, ACCEPT, REJECT MINUTES OF THE APRIL 2, 2018 PLANNING COMMITTEE MEETING

Councilman L. Bryan moved, seconded by Councilwoman Davis, to accept the minutes as submitted. After some discussion, Councilman Beard moved to amend the motion to accept the minutes of the April 2, 2018 Planning Committee meeting with the exception of the two appeals. The amended motion passed by a vote of 5-1 with the members voting as follows:

Aye: Councilmembers Whittington, L. Bryan, Beard, Davis, Jennings

Nay: Councilmember M. Bryan

Absent: Councilmember Palmer

A copy of this document is attached to these minutes as **APPENDIX G.**

IN THE MATTER OF REVIEW, GRANT, DENY THE TWO APPEALS OF THE DECISIONS OF THE PLANNING COMMITTEE REGARDING THE OLD ELK'S CLUB PROPERTY

Appeal No. 1 – The decision of the Planning Committee to grant a compatible use to the location (old Elk's Club) to use the property as a place of assembly, also referred to as an events center. Councilman L. Bryan moved, seconded by Councilwoman Davis to deny Appeal No. 1 and affirm the decision of the Planning Committee. The motion passed by a vote of 5-1 with the members voting as follows:

Aye: Councilmembers Whittington, L. Bryan, Beard, Davis, Jennings

Nay: Councilmember M. Bryan

Absent: Councilmember Palmer

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
APRIL 17, 2018

A copy of this document is attached to these minutes as **APPENDIX H.**

Appeal No. 2 – Planning Committee’s decision to grant a variance to the property (old Elk’s Club) in the distance requirements from “protected structures” defined in the alcohol provisions contained in Chapter 11 of the Development Code and Chapter 5, Article II of the Code of Ordinances. Councilwoman Davis moved, Councilman L. Bryan, to deny the appeal and affirm the decision of the Planning Committee. The motion passed by a vote of 5-1 with the member voting as follows:

Aye: Councilmembers Whittington, L. Bryan, Beard, Davis, Jennings

Nay: Councilmember M. Bryan

Absent: Councilmember Palmer

A copy of this document is attached to these minutes as **APPENDIX I.**

IN THE MATTER OF REVIEW, RATIFY, REJECT THE CONTRACT OF PURCHASE MCCULLOUGH/COLEY RIGHT OF WAY FROM BONNIE JEAN WEBB TO THE CITY OF TUPELO AS APPROVED ON MARCH 20, 2018.

Councilman L. Bryan moved, seconded by Councilman Beard, to ratify this contract of purchase. Of those present, the vote was unanimous in favor. A copy of this executed contract is attached to these minutes as **APPENDIX J.**

IN THE MATTER OF REVIEW, RATIFY, REJECT THE CONSTRUCTION CONTRACT WITH PRAIRIE CONSTRUCTION FOR THE TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3-C PROJECT APPROVED ON MARCH 13, 2018

Councilman M. Bryan moved, seconded by Councilman L. Bryan, to ratify this contract. Of those present, the vote was unanimous in favor. A copy of this executed contract is attached as **APPENDIX K.**

IN THE MATTER OF REVIEW, APPROVE, REJECT THE POLICE DEPARTMENT’S REQUEST TO DISPOSE OF A VEHICLE PURSUANT TO MISS. CODE ANNO. § 17-25-25(1) AND (6) (1972 AS AMENDED) BY DECLARING THE VEHICLE AS HAVING CEASED TO BE USED FOR PUBLIC PURPOSES AND FINDING DISPOSAL TO PROMOTE THE BEST INTEREST OF THE GOVERNING AUTHORITY AND SELLING PURSUANT TO MISS. CODE ANNO. §31-7-13(m) (vi) (1972 AS AMENDED) FOR \$1.00 TO THE BLUE SPRINGS POLICE DEPARTMENT: 2004 FORD CROWN VICTORIA (PD21)VIN 2FAHP71W04X127032

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
APRIL 17, 2018

Councilman Jennings moved, seconded by Councilwoman Davis, to approve this request as submitted. Of those present, the vote was unanimous in favor. A copy of this request is attached to these minutes as **APPENDIX L.**

IN THE MATTER OF REVIEW, ACCEPT, REJECT THE MARCH 13, 2018 OF THE PARKS ADVISORY BOARD AND SPORT COUNCIL MEETING MINUTES

Councilman M. Bryan moved, seconded by Councilman Jennings, to accept the minutes as submitted. Of those present, the vote was unanimous in favor. A copy of the minutes is as **APPENDIX M.**

IN THE MATTER OF REVIEW, APPROVE, REJECT A CHANGE ORDER REQUEST FOR THE BALLARD PARK SPORTS FIELD ADDITIONS

Finding this change order to be necessary for the project, made in a commercially reasonable manner and not made to circumvent the public purchasing statutes, Councilman Beard moved, seconded by Councilman L. Bryan, to approve this change order as requested. Of those present, the vote was unanimous in favor. A copy of the change order is attached to the minutes as **APPENDIX N.**

IN THE MATTER OF REVIEW, APPROVE, REJECT A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE PUBLIC WORKS DEPARTMENT AND DABBS CORPORATION FOR ROADWAY MAINTENANCE ADMINISTRATION AND IMPLEMENTATION

Councilman L. Bryan moved, seconded by Councilwoman Davis, to approve this agreement as submitted. Of those present, the vote was unanimous in favor. A copy of this agreement is attached hereto as **APPENDIX O.**

STUDY AGENDA

IN THE MATTER OF REVIEW, DISCUSS A RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO COOPER TIRE & RUBBER COMPANY

Councilman Jennings moved, seconded by Councilwoman Davis, to move this item up to the May 1, 2018 Regular Council Meeting Action Agenda. Of those present, the vote was unanimous in favor.

EXECUTIVE SESSION

No items appeared for consideration.

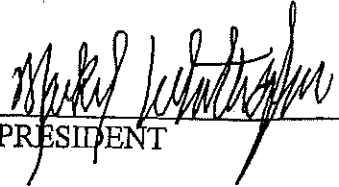
MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
APRIL 17, 2018

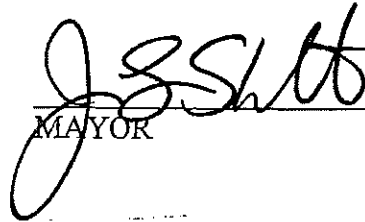
IN THE MATTER OF ADJOURNMENT

With no further business to come before the City Council, Councilwoman Davis moved, seconded by Councilman M. Beard, to adjourn the meeting at 6:30 p.m. Of those present the vote was unanimous in favor.

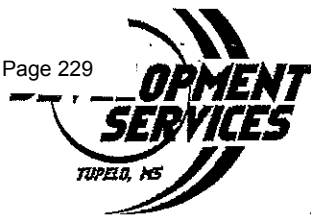
ATTEST:

Amanda Daniel
CLERK OF THE COUNCIL


PRESIDENT


MAYOR

DATE: May 2, 2018



Memorandum

Debra Byrd, Code Enforcement Manager

Date: March 27, 2018

To: Pat Falkner
Shane Hooper

Subject: Demolition for Council Meeting

I have listed below and will forward a copy of the Public Hearing Notice and Exhibit A evidence for each which I would like for the City Council to consider for declaring a hazard to the health and safety of the general public on April 17, 2018, during its regularly scheduled meeting.

Due diligence has been done for these cases. It is my sincere wish that the City Council will find this property to be a hazard and award permission for the lowest and best bidder to demolish the structure and pay the bid winner from the Revitalization Fund. We will invoice the owner and place a lien on the property if the owner does not pay for the demolition. A copy of the entire case file including all pictures will be made available for the Council if they wish. I can attend the Agenda Review to answer any questions.

Thanks,

Debra

<u>REF</u>	<u>PARCEL</u>	<u>LOCATION</u>	<u>OWNERS NAME</u>
18202	089P-31-244-00	520 S. BROADWAY	LIBERTY RESTORATION
23865	074T-17-055-00	3053 WALSH RD	L. PATRICK SHELLY
23446	075E-16-106-00	2630 WALSH RD	JOHN ELLIS
23682	089B-30-062-00	1209 N GREEN	DOOLIE WITHERSPOON
23764	089F-30-218-00	600 N SPRING	JOHN T. SHANNON

cc: Amanda Daniel, Clerk of the Council

**IN THE MATTER OF REVIEW/ADOPT AN AMENDMENT TO THE
CITIZEN’S POLICE ADVISORY BOARD ORDINANCE BY ADDING
TWO ADDITIONAL AT-LARGE MEMBERS**

WHEREAS, on April 5, 2017, the City of Tupelo City Council approved an ordinance creating the Citizen’s Police Advisory Board in an effort to strengthen the relationship and communication between the City of Tupelo Police Department and the community; and

WHEREAS, The Citizen’s Police Advisory Board is currently composed of nine (9) voting members, with one (1) member selected from each ward by the ward councilperson and two (2) at-large members that are selected at-large by the Mayor of City of Tupelo; and

WHEREAS, the Citizen’s Police Advisory Board has been functional for almost a year and, within that year, has successfully acted as a liaison by promoting awareness, understanding, education and concerns within the community; and

WHEREAS, in an effort to continue developing new partnerships, building trust, promoting education and recommending strategies for the future, the City of Tupelo wishes to add two (2) additional at-large members to the Citizen’s Police Advisory Board, to be appointed by the Mayor.

NOW, THEREFORE BE IT ORDAINED by the Tupelo City Council that the Mayor shall be allowed to appoint two (2) additional at-large members, making a total of four (4) at-large members of the Citizen’s Police Advisory Board, and the Section 101 and 102 of ordinance shall be amended to read , with the underlined portions denoting the amendments thereto:

CHAPTER 2 – ADMINISTRATION

ARTICLE XI. - CITIZEN’S POLICE ADVISORY BOARD

SEC. 101. - CREATION

The Tupelo Police Department Citizen's Police Advisory Board (hereinafter the "Board") is hereby created to be composed of eleven (11) members with one (1) member selected from each ward and four (4) at-large members.

SEC. 102. - APPOINTMENTS AND TERMS OF OFFICE

The Board will consist of eleven (11) voting members. one (1) representative will be selected from each ward by the ward councilperson and four (4) additional at-large members will be selected by the Mayor of the City of Tupelo, all of which to be confirmed by the City Council.

After a full discussion of this matter, Council Member Travis Beard
moved that that foregoing ordinance be adopted and said motion was seconded by Council Member Nettie Y. Davis and upon the question being put to vote, the results were as follows:

Councilmember Whittington voted	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Absent</u>
Councilmember M. Bryan voted	<u>Nay</u>
Councilmember Jennings voted	<u>Aye</u>

WHEREUPON, the foregoing Ordinance was declared, passed and adopted at a regular meeting of the Council on this the 17th day of April, 2018

CITY OF TUPELO, MISSISSIPPI

Markel Whittington
MARKEL WHITTINGTON
City Council President

ATTEST:

Amanda Daniel
AMANDA DANIEL
Clerk of the Council

APPROVED:

Jason L. Shelton
JASON L. SHELTON, Mayor
April 18, 2018
DATE

3/1/20

Finance Department

To: Mayor & City Council
From: Kim Hanna
Date: April 3, 2018
Re: Review/Approve/Reject Advertising and Promotion Expense

The following expenditures are requested to be approved for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

MLK – MS Radio Group – Mayor	\$199.00
Best of the Best – Fire – Lee County Courier	\$180.00

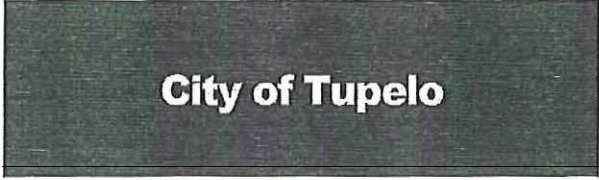
The proposed expenditures are included in the operating budget of the City of Tupelo.

7/1/18

Memorandum

To: City Council
From: Kim Hanna
Date: April 17, 2018
Re: Approval of Donated time for Employee

I respectfully ask for the approval of donated sick time for Valarie Fields. She is an employee of the Water & Light Collection Office and is off work due to an illness. Brenda Powell, Office Manager for the Water & Light Collection's office has requested that Valarie be placed on the agenda to receive donated time. She is eligible under the donated leave policy if approved by the Council and her illness meets the criteria to receive donated time.



Memo

Accepted
4/17/18
AD

To: City Council
From: Mayor Jason Shelton
Date: April 12, 2018
Re: Appointment to Police Advisory Board

It is my recommendation that Ms. Bridgette Wilson be appointed to the Police Advisory Board. She will fill one of the at-large positions that were created.

Please consider this recommendation.

Bio's attached

Biography
of
Bridgette (Blanks) Wilson

Bridgette (Blanks) Wilson is a resident of Tupelo, MS and is the daughter of Henry (Peewee) and the late Jo Ann Blanks. She is a graduate of Tupelo High School and continued her education at Rust College where she graduated Magna Cum Laude with a Bachelor of Arts degree in Political Science and Pre-Law. She also attended the University of Mississippi and Memphis State University where she studied Criminal Justice and Secondary Education and is currently pursuing her master's degree in Healthcare Administration. She is a graduate of the Parent Leadership Institute and is a student in the 2018 class of the Tupelo Citizens' Policy Academy. She is the Corporate Risk Manager for North Mississippi Health Services and has been employed with the organization for 21 years. She is a member of Alpha Kappa Alpha Sorority, Inc., the Tupelo Jr. Auxiliary, and the Susie Ann Owens Scholarship Committee. She is a member of White Hill M.B. Church where she serves on the Children Church Ministry. Bridgette is married to Fred Wilson and they have two sons, Robben 19 and Bryson 17. In her spare time, she enjoys attending sporting events and is a volleyball referee with the Mississippi High School Athletic Association. Bridgette's motto is, "tell me and I may forget, teach me and I may remember but if you involve me, I'll understand"- Benjamin Franklin



Memorandum

Debra Byrd, Code Enforcement Manager

Date: March 27, 2018

To: Pat Falkner
Shane Hooper

Subject: Demolition for Council Meeting

I have listed below and will forward a copy of the Public Hearing Notice and Exhibit A evidence for each which I would like for the City Council to consider for declaring a hazard to the health and safety of the general public on April 17, 2018, during its regularly scheduled meeting.

Due diligence has been done for these cases. It is my sincere wish that the City Council will find this property to be a hazard and award permission for the lowest and best bidder to demolish the structure and pay the bid winner from the Revitalization Fund. We will invoice the owner and place a lien on the property if the owner does not pay for the demolition. A copy of the entire case file including all pictures will be made available for the Council if they wish. I can attend the Agenda Review to answer any questions.

Thanks,

Debra

<u>REF</u>	<u>PARCEL</u>	<u>LOCATION</u>	<u>OWNERS NAME</u>
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23764	089F-30-218-00	600 N SPRING	JOHN T. SHANNON

cc: Amanda Daniel, Clerk of the Council

117

MEMO

TO: Mayor, City Council members
FROM: Pat Falkner
DATE: April 10, 2018
RE: Routine agenda item: Minutes of April 2, 2018 Planning Committee meeting

Attached are the minutes of the Planning Committee meeting of April 2. The action items are as follows:

Text Amendment to Chapter 5 of Development Code, to establish a Neighborhood Conservation Overlay District in the area around Lawhon School

Disapproved

Compatible Use 18-04, Application from College Enterprises LLC for approval to establish an events venue at 321 Tolbert Street.

Flexible Variance 18-01, Application from College Enterprises LLC for variance of restriction on allowing beer and light wine to be served less than the required 400 feet from a protected building.

These applications were approved jointly with a condition that the approvals be brought back before the Planning Committee for review one year after the events center is opened.

This action has been appealed.

TUPELO PLANNING COMMITTEE

April 2, 2018

CALL TO ORDER

Chairman Ted Moll called the meeting to order. Members present were Mr. Gus Hildenbrand, Mr. William Smith, Mr. Scott Davis, Mrs. Patti Thompson, Mr. Mack-Arthur Turner, Mr. Christian Reed, and Mrs. Margaret Ann Kennedy. Mr. Hildenbrand provided the invocation and Mrs. Thompson led the Pledge of Allegiance. Staff present were Pat Falkner and Marilyn Vail of the Development Services Department.

REVIEW OF MARCH MINUTES

The March minutes were approved with a correction on a motion by Mrs. Thompson, seconded by Mr. Smith.

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the City Council had accepted the minutes of the March 5 meeting but that the two small text amendments would not be presented for council action until there were other text amendments to be dealt with.

OLD BUSINESS

TEXT AMENDMENTS TA 18-01:

Mr. Moll recognized Mike Pettigrew to speak on behalf of the proposed amendment. Mr. Pettigrew said that he wanted to explain that an overlay district is not a homeowners' association and would not control colors, shutters et cetera. The concept is designed to give residents and property owners a voice in how their neighborhood changes. He noted that the city reviewed only for basic code compliance and does not address value, character or stability of a neighborhood. Residents and owners would have more detailed knowledge of their areas. Mr. Pettigrew went on to explain that as head of the American Legion post, he had been through an overlay district design review after the American Legion building was destroyed by a tornado. That process resulted in a building that was more compatible with the neighborhood. He noted that the design review committee would be made up of residents and that he was willing to work with the residents and the Planning Committee on changing details of the proposal.

Mrs. Kennedy asked Mr. Pettigrew if he had made any changes to the proposal based on the discussion at the previous meeting. Mr. Pettigrew answered that he had not, but was waiting to hear from the residents.

Mr. Davis said that the proposed amendment stated that the review committee would be drawn from residents of the Presley Heights neighborhood, but that he thought it should be written to require that the committee members be residents of the overlay district proper.

Mr. Pettigrew agreed that using residents of the district would be better, but since there were a limited number of residents it might be necessary to draw members from a wider area. He said that this change would be acceptable.

Mr. Hildenbrand noted that the amendment provided that members be approved by the neighborhood association.

Mrs. Kennedy asked if any residents of the Lawhon district participated in the neighborhood association.

Mr. Pettigrew answered that they were eligible to attend and vote.

Mrs. Kennedy asked if they attended regularly. Mr. Pettigrew answered that they did not.

Mr. Moll asked if the association met regularly. Mr. Pettigrew said that they met every second Tuesday. Mr. Moll asked who was the president of the association. Mr. Pettigrew said that currently he is.

Mrs. Kennedy read the section of the amendment dealing with review committee members and noted that two were to be appointed by the mayor and council representative, so that it would be possible to assure that residents were appointed through that.

Mr. Reed said that he observed a lot of variation in architectural styles in the area, and felt that the proposal should offer more definite design standards.

Mr. Pettigrew replied that the intent of the standards was to recognize the diversity of the area and not be too prescriptive with requirements. The review process would empower the residents to determine what they were willing to see built.

Mr. Tommy Scruggs, property owner in the district, spoke, commenting that only four people had been present for the first hearing because no one in the district knew about it. He said that his wife had operated a day care center in the neighborhood for 32 years without having any trouble, and that he and his partners had bought and renovated or replaced around 25 houses in the neighborhood. He provided pictures of his houses and other houses in the neighborhood that were in poor condition. He asked residents who were opposed to the overlay district to stand up.

Mrs. Kennedy stated that she did not believe the discussion at the March meeting should be characterized as having said the neighborhood was bad.

Dennis McCoy of 525 Canal Street said that he did not think the style of the new houses was helping to improve the neighborhood, but also that he did not think bigger, more expensive houses would happen either. He said police protection would be more valuable for improving the neighborhood.

Mr. Hildenbrand observed that he lived in Lee Acres which realtors sometimes said was a declining area. He recommended working through the neighborhood association to offset that.

Ms. Chiquita Burgess of 411 Payne spoke, saying that she had lived there for four years and could not attend neighborhood meetings because of activities with her children. She said that she believed Mr. Scruggs' new houses were making the neighborhood better and that the area was affordable for working people.

Mrs. Thompson asked what her concern was about the proposed district. Ms. Burgess answered that it did not appear to do anything that would help renters.

Mrs. Kennedy asked did she think it would cause rents to increase. Ms. Burgess said yes.

Mrs. Thompson asked if everyone understood that the overlay district review would only apply to new construction, not to existing property?

Ms. Burgess said that the design should be left to the builder and that banks would only lend so much for construction in the neighborhood.

Mrs. Mavis Yerby of 414 Lake Street spoke, saying she had participated in the neighborhood association for a long time but discouraged about lack of code enforcement. She said that too many houses were approved that should not have been occupied. She said that the proposed overlay did not matter, but that existing codes should be enforced.

Mrs. Nettie Davis, Council representative for Ward 4, spoke about the city having authorized several new code enforcement positions in the last few years.

Mr. Hildenbrand said that neighborhood association pressure influences police presence.

Ms. Rhonda Griffin of 123 Wayside said that there appeared to be unequal treatment of code violations. She stated that a vacant lot near her house regularly grew several feet high before the city cut it.

Mr. Bentley Nolan of 1408 Briar Ridge appeared stating that he owned property in the proposed district and thought the proposed standards were too vague and that he was not in favor of another level of bureaucracy in the building process.

Mr. Joe Yerby of 414 Lake Street said that he did not feel the neighborhood had a general character to protect, that metal roofs were an individual choice, and that he was more concerned about crime and public safety. He also said that nothing in the neighborhood would sell for what it is appraised for at present

Mr. Moll closed the public hearing at this point.

Mr. Davis stated that the earlier overlay districts were put in place at the request of the residents, but that this one did not appear to have resident support.

Mr. Turner said that he had grown up on Wayside street and remembered it as a place where a working parent could afford to live and raise children. He would hate to see people priced out of the neighborhood.

Mr. Reed noted that it was clear that the residents were not in favor of the proposed district. He said that implementing an overlay district should involve both resident support and clear review guidelines.

Mr. Davis made a motion to deny the proposed text amendment, seconded by Mr. Hildenbrand. All members voted for the motion with the exception of Mrs. Kennedy voting no.

NEW BUSINESS

COMP 18-04 AND FLEXVAR 18-01

Mr. Falkner explained that these two applications relate to the same project and could be discussed together.

Mr. Darren Buggs, member of College Enterprises LLC, owner of the property, stated that the intent is to reopen the facility with a use that would generate revenue to restore and preserve the building. It would be used for private events. He said that the request included a variance to allow groups renting the facility to be able to serve light wine and beer.

Mr. Hildenbrand asked if this would only be by events or would it be open full time? Mr. Buggs said that it would be events only.

Mrs. Kennedy asked what kind of events. Mr. Buggs answered birthdays, family reunions, et cetera.

Mrs. Thompson asked if the zoning approval was being sought prior to getting financing for the building? Mr. Buggs said yes.

Mrs. Kennedy asked if the owners planned to ask for a liquor permit. Mr. Buggs said no. Mr. Falkner explained that groups renting the facility would have to apply for permits to serve alcohol for each event, and that the city had no jurisdiction on liquor, only on beer and light wine.

Mr. Hildenbrand said that the property appeared to have limited space for parking. Mr. Buggs pointed out that they also own the property across the street.

Mrs. Kennedy asked what the occupancy for the building. Mr. Buggs said that he did not know but would estimate around 350.

Mrs. Kennedy asked about security. Mr. Falkner explained that the groups renting the facility would be responsible for deciding if security was needed and for providing it.

Mr. Hildenbrand noted that the area identified for parking was not paved. Mr. Reed said that the city would require that to be paved in order for the building to be reopened.

Mrs. Nettie Davis, Ward 4 Council representative, stated that she lived at 326 Barnes Street just up the hill from the Elks Club building. She said the building was a historic landmark in the community and that she wanted to see these structures preserved. Mrs. Davis noted that the building has served as a social center for the neighborhood. She was aware that there was some deterioration of the building, and said that the city had applied for a grant to renovate the building for the Real Men Stand Up program. When that grant was not approved, she was approached by Mr. Sparkman, also a partner in College Enterprises, with the plan to use the building as an event center in order to raise the revenue needed to make the improvements.

Mr. Rufus Lauderdale, deacon at Springhill Missionary Baptist Church, said that he recognized the cultural value of the building, but that he did not understand the need for the variance to serve beer. Mr. Falkner explained that the variance was necessary if groups renting the facility wanted to serve beer or light wine, because of the proximity of the park and a number of residences.

Mr. Hildenbrand said that he recognized the cost of the renovation and the need for a strong revenue stream from rentals.

Ricky Bogan, pastor of Springhill church, asked if the facility could still be used for something community-oriented like Real Men Stand Up. Mr. Buggs said they would be willing to make the building available.

Mrs. Davis spoke again, saying that the African-American community did not have an events center of its own.

Ms. Marilyn Vail spoke to explain the temporary indoor events permit that would be used where a facility does not have a beer or liquor license of its own. She said that the state of Mississippi also requires a site specific permit for events, and that the code does provide the authority to rescind or deny a permit if a law is broken.

Mr. Reed said that he was concerned with the idea that selling alcohol was necessary in order to preserve a historic structure, and that he was concerned about irresponsible drinkers leaving the facility and going into the park or the neighborhood.

Mrs. Kennedy asked if the residents had been notified.

Mr. Turner said that he had lived in the neighborhood and remembers the Elks Club mainly attracting responsible people including residents within walking distance.

Mr. Smith said that he thought the alcohol could be managed on an event basis but was more concerned about the condition of the structure.

Mrs. Kennedy made a motion to approve both applications with the condition that they be reviewed one year after the building is reopened to see if there were any issues.

Mrs. Thompson seconded the motion which passed with all members voting yes except for Mr. Reed voting no.

Mr. Moll set the next work session for April 30 and the meeting May 7.

Mrs. Thompson made the motion to adjourn, seconded by Mr. Smith.

1/18

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Appeals agenda: appeal of decision by Planning Committee
Date: April 10, 2018

Reverend Elston Kemp and members of New Providence Missionary Baptist Church are appealing the Planning Committee decision to approve allowing an events center to open at 321 Tolbert Street and to grant a variance on the restriction of serving beer and light wine within four hundred feet of a protected building.

NEW PROVIDENCE MISSIONARY BAPTIST CHURCH

333 EAST BARNES STREET
TUPELO, MS 38804
662-844-1425


"The church that cares because He cares."

Shane Hooper, Director
Director of Development Service
City of Tupelo

Re: Pending Compatible Review Application
Case No. Comp 18-04
Location 321 Tolbert St.
Applicant Gary Sparkman on behalf of College Enterprises LLC

Dear Mr. Hooper,
We the Pastor, Officers and Congregation of the New Providence Missionary Baptist Church, 333 Barnes St., Tupelo, Ms. object to the above referenced request for a place to assembly as evidenced by the attached signatures.

Enclosures: Original Letter
Congregation Signatures

Sincerely, 
Elston Charles Kemp, Pastor
Rhonda Armstrong Gibson
Church Clerk

April 1, 2018

1. [unclear]
2. Dora H
3. Carolyn G. Evans
4. Rick Gray
5. Tiffany D
6. S. Wood
7. Jennifer White
8. Diane Partlow
9. Herbert Partlow
10. Asia Partlow
11. ~~Cathy Armstrong~~
12. ~~[unclear]~~
13. Emily Sullivan
- 14.

1. Clay Standifer
2. Myra Ray
3. Alice Smith
4. Linda B. Wright
5. Ellye Lee
6. Jodie W. Jones
7. Robert H. Jones
8. James H. Jones
9. Lucille Patterson
10. Clifton Wilson
11. MRS MRS MAH McCaleb
12. Jonnie Clay
13. TRAVIS Clay
14. Herbert Patterson
15. Bradlee

1. James Bir Dean
2. Sammy Puelion (Deacon)
3. Edith M. Brack Deacon
4. R. A. Dyer
5. Bennie Spater Deacon
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

7, 9

CONTRACT OF PURCHASE

AGREEMENT entered into this the 8th day of April 2018, by and between the **BONNIE JEAN WEBB**, (hereinafter referred to as "SELLER"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

Purchaser desires to purchase from Sellers, and Sellers wish to sell to Purchaser, all of Seller's right, title and interest in and to certain real property situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described as follows (the "Subject Property") and as depicted in Exhibit "A":

A TRACT OF LAND CONTAINING 0.05 ACRES, MORE OR LESS, LYING IN THE SOUTHEAST QUARTER OF SECTION 16, AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI, AND BEING A PORTION OF THAT PARCEL CONVEYED TO BONNIE JEAN WEBB BY INSTRUMENT NUMBER 2011003443 AS RECORDED IN THE RECORDS OF THE OFFICE OF THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI; SAID TRACT TO BE USED AS PUBLIC RIGHT-OF-WAY, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast Corner of Section 16, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi, thence North a distance of 1,587.39 feet, thence West a distance of 12.99 feet to a concrete right-of-way marker on the South right-of-way of McCullough Boulevard for a POINT OF BEGINNING; thence along said right-of-way, South 56 degrees 03 minutes and 24 seconds East a distance of 62.01 feet to a point; thence, along said right-of-way, South 56 degrees 03 minutes and 21 seconds East a distance of 28.64 feet to a point; thence, leaving said right-of-way, North 75 degrees 30 minutes and 09 seconds West a distance of 45.92 feet; thence North 86 degrees 03 minutes and 29 seconds West a distance of 57.36 feet to a point on the East right-of-way of Coley Road; thence, along said right-of-way, North 37 degrees 01 minute and 17 seconds East a distance of 51.49 feet to the POINT OF BEGINNING. This tract contains 0.05 acres more or less.


1. PRICE. The purchase price of the property shall be Six Thousand Dollars (\$6,000.00) and shall be due and payable at closing:
2. CLOSING. Sellers shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo or Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and

with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller hereby agrees to pay such amount with the proceeds from the closing.

3. CLOSING COSTS. Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be paid by the seller.
4. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Sellers have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. CLOSING AND POSSESSION AND MAINTENANCE AND ADVERTISING: Seller and Purchaser shall work together to reasonably set a time for closing. Possession shall pass at Closing.
6. COMMISSION: Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to the sale(s) contemplated in this agreement.
7. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. ENTIRE AGREEMENT: This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.


IN WITNESS WHEREOF, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

PURCHASER


 JASON L. SHELTON, MAYOR
 CITY OF TUPELO, MISSISSIPPI

4 APR 18
 DATE

SELLER

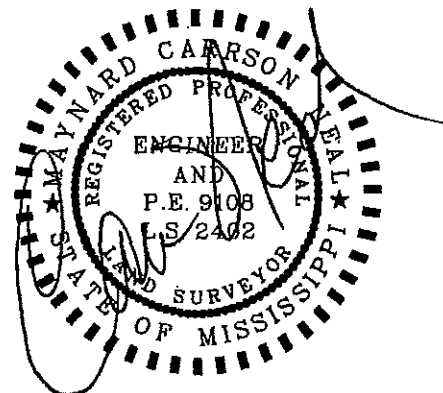

 BONNIE JEAN WEBB
 P.O. BOX 65
 BELDEN, MS 38826

4-5-18
 DATE

Ratified
4/17/18
AW



SPECIFICATIONS
AND
EXECUTED CONTRACT DOCUMENTS
FOR
TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C
FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI



CCE 6-09244-16P
BID 1500 FP

November 3, 2017

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR
TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C
FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI**

REDEVELOPMENT AGENCY

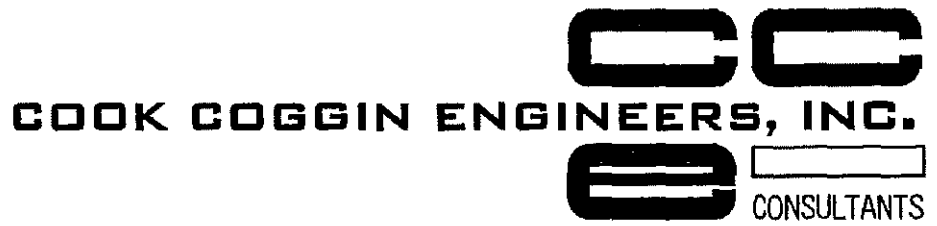
Reed Hillen, Chairman
Shane Homan, Vice Chairman
Cheryl Rainey, Secretary
Debbie Brangenberg, Project Coordinator
Jim Collins
Amy Tate

MUNICIPAL OFFICIALS

Jason Shelton, Mayor
City Council
Lynn Bryan, President
Markel Whittington
Travis Beard
Nettie Davis
Buddy Palmer
Mike Bryan
Willie Jennings
Don Lewis, Chief Operations Officer
Kim Hanna, Financial Director
Ben Logan, City Attorney

COOK COGGIN ENGINEERS, INC.
703 Crossover Road
Tupelo Mississippi 38801

6-09244



ADDENDUM NO. 2
 TO THE
 PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS
 FOR
TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3
 FOR
 CITY OF TUPELO
 LEE COUNTY, MISSISSIPPI

This Addendum No. 2 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3 dated NOVEMBER 3, 2017, and shall remain in full force except as herein amended.

CONTRACT DOCUMENTS

1. REPLACE the bound "00 41 43 Bid Form", pages 8-19, with the attached "00 41 43 Bid Form", marked REVISED by Addendum No. 2.
2. On page 49 of the Contract Documents (page 16 of 41 of the 00 72 00 General Conditions), DELETE the contents of Section 6.15.4 and REPLACE with the following:

6.15.4 The total value of all work performed by the Contractor's own organization shall be no less than 40 percent of the value of the remaining work after subtracting the contract value of the specialty items from the value of the original contract.

The Contractor's "own organization" shall be construed to include workmen employed and paid directly, owned or rented equipment and trucks that are classed as owner-operator.

The Specialty Items are as follows:
 Hot Mix Asphalt
 Stamped Concrete Ramps
 Solid Sodding
 Maintenance of Traffic

Thermoplastic Stripe and Legend
Masonry Cells
Double Gates
Single Gates
Erosion Control
All Electrical Work and Materials

SPECIFICATIONS

1. For Clarification: The Inlet Modifications do not have a manhole cover and ring.
2. For Clarification: As per the Specifications, roots, debris, vegetation, excavated material not suitable for embankments, etc. must be disposed of off the project limits. Excavated material suitable for embankments and not needed for the construction of the project may be wasted on site at locations designated by the Owner.

PLAN SHEETS

1. DELETE Sheet EU2.01 and REPLACE WITH Sheet EU2.01 marked "REVISED by Addendum No. 2."
2. For Clarification: On Sheet 10 of the Plans, there is a detail showing a 1" PVC Pipe on the Lot Side of the Sidewalk.

This 1" PVC Pipe is on the lot side of the areas where only one half of the sidewalk is to be installed. This happens at the following approximate locations (as shown on the plan profile sheets:

Monaghan Street:

East Side...Sta.392 + 12 - Sta.396 + 83 & Sta.397 + 67 - Sta.399 + 69
West Side...Sta.392 + 26 - Sta.396 + 83 & Sta.397 + 67 - Sta.399 + 69

Presley Way:

South Side...Sta.10 + 31 - Sta.12 + 64 & Sta.13 + 49 - Sta.16 + 51
North Side...Sta.13 + 99 - Sta.15 + 08

3. The Payment for the Grates and Grate Frames pay item will be made for the Actual Weight Furnished and Installed. Disregard the notes on the Plans referring to the 200 Pound Pay Quantity. This Quantity is corrected on the Bid Form marked REVISED by Addendum No. 2.

This the 23rd day of February, 2018.



Carson Neal, P.E.
Project Engineer

BID FORM

Proposal of _____

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

_____, doing business as _____

_____ * to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within the number of consecutive calendar days listed below:

<u>CONTRACT</u>	<u>DAYS</u>
Base Bid	100
 <u>AWARDED ALTERNATE</u>	 <u>ADDED DAYS</u>
Additive Alternate 1	20
Additive Alternate 2	20
Additive Alternate 4	20

Bidder further agrees to pay as liquidated damages, the sum of \$800.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

09244 00 41 43 Bid Form

2018.02.23 Page 1 of 12

Project # 6-09244

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C					
BASE BID					
1	Mobilization	1	LS	\$	\$
2	Clearing and Grubbing	1	LS	\$	\$
3	Removal of Obstructions	1	LS	\$	\$
4	Site Earthwork	1	LS	\$	\$
5	Crushed Limestone	1,880	CuYds	\$	\$
6	Hot Mix Asphalt, Type ST, 12.5mm	625	Tons	\$	\$
7	Hot Mix Asphalt, Type ST, 9.5mm	475	Tons	\$	\$
8	15" HDPE Pipe	8	LinFt	\$	\$
9	18" HDPE Pipe	248	LinFt	\$	\$
10	24" HDPE Pipe	401	LinFt	\$	\$
11	30" HDPE Pipe	633	LinFt	\$	\$
12	31 x 50 Reinforced Concrete Arch Pipe	99	LinFt	\$	\$
13	Pipe Underdrains	40	LinFt	\$	\$
14	4" Schedule 40 PVC Pipe	1,388	LinFt	\$	\$
15	Minor Structure Concrete	45	CuYds	\$	\$
16	24" Concrete Curb & Gutter	40	LinFt	\$	\$
17	30" Concrete Curb & Gutter	2,792	LinFt	\$	\$
18	Concrete Sidewalk	1,290	SqYds	\$	\$
19	Stamped Concrete Ramps	446	SqYds	\$	\$
20	Concrete Driveways	169	SqYds	\$	\$
21	Grates and Grate Frames	8,200	Lbs	\$	\$
22	Inlet Modification	4	Each	\$	\$
23	Tree Grates	29	Each	\$	\$
24	Removable Bollards	6	Each	\$	\$
25	Erosion Control	0.30	Acre	\$	\$

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
26	Solid Sodding	100	SqYds	\$	\$
27	Temporary Silt Fence	800	LinFt	\$	\$
28	Wattles	200	LinFt	\$	\$
29	Maintenance of Traffic	1	LS	\$	\$
30	Thermoplastic Detail Stripe (4" Equivalent Length) (White)	1,368	LinFt	\$	\$
31	Thermoplastic Detail Stripe (4" Equivalent Length) (Blue)	368	LinFt	\$	\$
32	Thermoplastic Legend (4" Equivalent Length) (White)	968	LinFt	\$	\$
33	Thermoplastic Legend (4" Equivalent Length) (Blue)	104	LinFt	\$	\$
34	Masonry Cells	1	LS	\$	\$
35	Concrete Cell Floor	30	SqYds	\$	\$
36	Double Gate	2	Each	\$	\$
37	Single Gate	2	Each	\$	\$
38	Permanent Bollards	7	Each	\$	\$
39	Fire Hydrant Relocation, Complete with Pipe and Fittings	1	LS	\$	\$
40	8"DIP Water Line	240	LinFt	\$	\$
41	6" DIP Water Line	75	LinFt	\$	\$
42	DIP Fittings	350	Lbs	\$	\$
43	8" Machine Tap	1	Each	\$	\$
44	2" New Water Meter Arrangement	1	Each	\$	\$
45	3/4" New Water Meter Arrangement	4	Each	\$	\$
46	2" Copper Service Line	75	LinFt	\$	\$
47	3/4" Copper Service Line	200	LinFt	\$	\$
48	2" Conduit in Duct System	2864	LinFt	\$	\$
49	1" Conduit Stub Plugs	2	Each	\$	\$

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
50	2" Conduit Stub Plugs	14	Each	\$	\$
51	Trenching and Backfill for Lighting Conduits	1667	LinFt	\$	\$
52	1" Area Lighting Direct Burial Conduit	89	LinFt	\$	\$
53	Lighting Junction Box	28	Each	\$	\$
54	1" - 90 Degree Sweep, 18" Radius	23	Each	\$	\$
55	2" - 90 Degree Sweep, 48" Radius	72	Each	\$	\$
56	2" - 90 Degree Sweep, 48" Radius Steel	12	Each	\$	\$
57	#6 Conductor	5014	LinFt	\$	\$
58	#12 Ground Wire	1667	LinFt	\$	\$
59	Installation of Street Light Poles	23	Each	\$	\$
83	4" Conduit in Duct System	1180	LinFt	\$	\$
84	4" - 90 Degree Sweep, 48" Radius Steel	30	Each	\$	\$
85	Install 200 A, 3 Phase, Meter Base	1	Each	\$	\$
86	Install 120/208 V, 200 AMP, 3 Phase Power Panel	1	Each	\$	\$
87	Install 100 A Load Center Lighting Control w/Gutter	1	Each	\$	\$
88	Install 30" x 48" Pull Box, 20K Rated, Labor Only	3	Each	\$	\$
89	Install Ground Grid, Transformer Cell Area	1	LS	\$	\$
TOTAL BASE BID PRICE					\$
ADDITIVE ALTERNATE (BB)					
60	Geotextile Fabric	5430	SqYds	\$	\$
TOTAL ALTERNATE ADDITIVE ALTERNATE (BB)					\$

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
ADDITIVE ALTERNATE 1					
61	Mobilization	1	LS	\$	\$
62	Clearing and Grubbing	1	LS	\$	\$
63	Removal of Obstructions	1	LS	\$	\$
64	Site Earthwork	1	LS	\$	\$
5	Crushed Limestone	889	CuYds	\$	\$
6	Hot Mix Asphalt, Type ST, 12.5mm	282	Tons	\$	\$
7	Hot Mix Asphalt, Type ST, 9.5mm	211	Tons	\$	\$
39	Fire Hydrant Relocation, Complete with Pipe and Fittings	1	LS	\$	\$
10	24" HDPE Pipe	115	LinFt	\$	\$
11	30" HDPE Pipe	83	LinFt	\$	\$
65	48" HDPE Pipe	116	LinFt	\$	\$
66	36 x 58 Reinforced Concrete Arch Pipe	240	LinFt	\$	\$
67	45 x 73 Reinforced Concrete Arch Pipe	112	LinFt	\$	\$
13	Pipe Underdrains	40	LinFt	\$	\$
15	Minor Structure Concrete	41	CuYds	\$	\$
68	18" Concrete Curb & Gutter	923	LinFt	\$	\$
17	30" Concrete Curb & Gutter	1,228	LinFt	\$	\$
14	4" Schedule 40 PVC Pipe	172	LinFt	\$	\$
18	Concrete Sidewalk	685	SqYds	\$	\$
19	Stamped Concrete Ramps	57	SqYds	\$	\$
20	Grates and Grate Frames	3,600	Lbs	\$	\$
25	Erosion Control	0.40	Acre	\$	\$

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
27	Temporary Silt Fence	800	LinFt	\$	\$
28	Wattles	200	LinFt	\$	\$
69	Maintenance of Traffic	1	LS	\$	\$
32	Thermoplastic Legend (4" Equivalent Length) (White)	97	LinFt	\$	\$
48	2" Conduit in Duct System	1232	LinFt	\$	\$
51	Trenching and Backfill for Lighting Conduits	1232	LinFt	\$	\$
52	1" Area Lighting Direct Burial Conduit	63	LinFt	\$	\$
53	Lighting Junction Box	19	Each	\$	\$
54	1" - 90 Degree Sweep, 18" Radius	19	Each	\$	\$
55	2" - 90 Degree Sweep, 48" Radius	39	Each	\$	\$
57	#6 Conductor	2652	LinFt	\$	\$
58	#12 Ground Wire	1232	LinFt	\$	\$
59	Installation of Street Light Poles	19	Each	\$	\$
87	Install 100 A Load Center Lighting Control w/Gutter	1	Each	\$	\$
90	Install Grounding for Lighting Service Structure	1	LS	\$	\$
91	Install Lighting Service Structure	1	Each	\$	\$
TOTAL ADDITIVE ALTERNATE 1					\$
ADDITIVE ALTERNATE (1A)					
60	Geotextile Fabric	2660	SqYds	\$	\$
TOTAL ALTERNATE ADDITIVE ALTERNATE (1A)					\$

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
ADDITIVE ALTERNATE 2					
70	Mobilization	1	LS	\$	\$
71	Clearing and Grubbing	1	LS	\$	\$
72	Removal of Obstructions	1	LS	\$	\$
73	Site Earthwork	1	LS	\$	\$
5	Crushed Limestone	938	CuYds	\$	\$
6	Hot Mix Asphalt, Type ST, 12.5mm	316	Tons	\$	\$
7	Hot Mix Asphalt, Type ST, 9.5mm	237	Tons	\$	\$
74	Fire Hydrant Abandonment	1	LS	\$	\$
8	15" HDPE Pipe	16	LinFt	\$	\$
13	Pipe Underdrains	40	LinFt	\$	\$
14	4" Schedule 40 PVC Pipe	934	LinFt	\$	\$
15	Minor Structure Concrete	4.4	CuYds	\$	\$
17	30" Concrete Curb & Gutter	998	LinFt	\$	\$
18	Concrete Sidewalk	619	SqYds	\$	\$
21	Grates and Grate Frames	800	Lbs	\$	\$
23	Tree Grates	20	Each	\$	\$
25	Erosion Control	0.30	Acre	\$	\$
27	Temporary Silt Fence	600	LinFt	\$	\$
28	Wattles	200	LinFt	\$	\$
75	Maintenance of Traffic	1	LS	\$	\$
30	Thermoplastic Detail Stripe (4" Equivalent Length) (White)	1,440	LinFt	\$	\$

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
32	Thermoplastic Legend (4" Equivalent Length) (White)	81	LinFt	\$	\$
48	2" Conduit in Duct System	1020	LinFt	\$	\$
50	2" Conduit Stub Plugs	2	Each	\$	\$
51	Trenching and Backfill for Lighting Conduits	1020	LinFt	\$	\$
52	1" Area Lighting Direct Burial Conduit	42	LinFt	\$	\$
53	Lighting Junction Box	12	Each	\$	\$
54	1" - 90 Degree Sweep, 18" Radius	12	Each	\$	\$
55	2" - 90 Degree Sweep, 48" Radius	24	Each	\$	\$
57	#6 Conductor	3132	LinFt	\$	\$
58	#12 Ground Wire	1020	LinFt	\$	\$
59	Installation of Street Light Poles	12	Each	\$	\$
TOTAL ADDITIVE ALTERNATE 2					\$
ADDITIVE ALTERNATE (2A)					
60	Geotextile Fabric	2900	SqYds	\$	\$
TOTAL ALTERNATE ADDITIVE ALTERNATE (2A)					\$

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
ADDITIVE ALTERNATE 4					
76	Mobilization	1	LS	\$	\$
77	Clearing and Grubbing	1	LS	\$	\$
78	Removal of Obstructions	1	LS	\$	\$
79	Site Earthwork	1	LS	\$	\$
5	Crushed Limestone	231	CuYds	\$	\$
6	Hot Mix Asphalt, Type ST, 12.5mm	110	Tons	\$	\$
7	Hot Mix Asphalt, Type ST, 9.5mm	83	Tons	\$	\$
16	24" Concrete Curb and Curb Gutter	516	LinFt	\$	\$
25	Erosion Control	0.10	Acre	\$	\$
27	Temporary Silt Fence	400	LinFt	\$	\$
28	Wattles	50	LinFt	\$	\$
80	Maintenance of Traffic	1	LS	\$	\$
30	Thermoplastic Detail Stripe (4" Equivalent Length) (White)	521	LinFt	\$	\$
48	2" Conduit in Duct System	90	LinFt	\$	\$
51	Trenching and Backfill for Lighting Conduits	90	LinFt	\$	\$
52	1" Area Lighting Direct Burial Conduit	6	LinFt	\$	\$
53	Lighting Junction Box	2	Each	\$	\$
54	1" - 90 Degree Sweep, 18" Radius	2	Each	\$	\$
55	2" - 90 Degree Sweep, 48" Radius	4	Each	\$	\$
81	#8 Conductor	252	LinFt	\$	\$
58	#12 Ground Wire	126	LinFt	\$	\$
82	Removal and Relocation of Street Light Poles	2	Each	\$	\$
TOTAL ALTERNATE ADDITIVE ALTERNATE 4					\$

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
ADDITIVE ALTERNATE (4A)					\$
60	Geotextile Fabric	980	SqYds	\$	\$
TOTAL ALTERNATE ADDITIVE ALTERNATE (4A)					\$

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID MUST BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID, OR THE BID MAY BE DEEMED IRREGULAR AND REJECTED.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required

by Article 5 of the General Conditions.

The bid security attached in the sum of _____ Dollars, (\$ _____) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

_____ Resident Contractor _____ Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the _____ day of _____, 20__.

By _____ Title _____

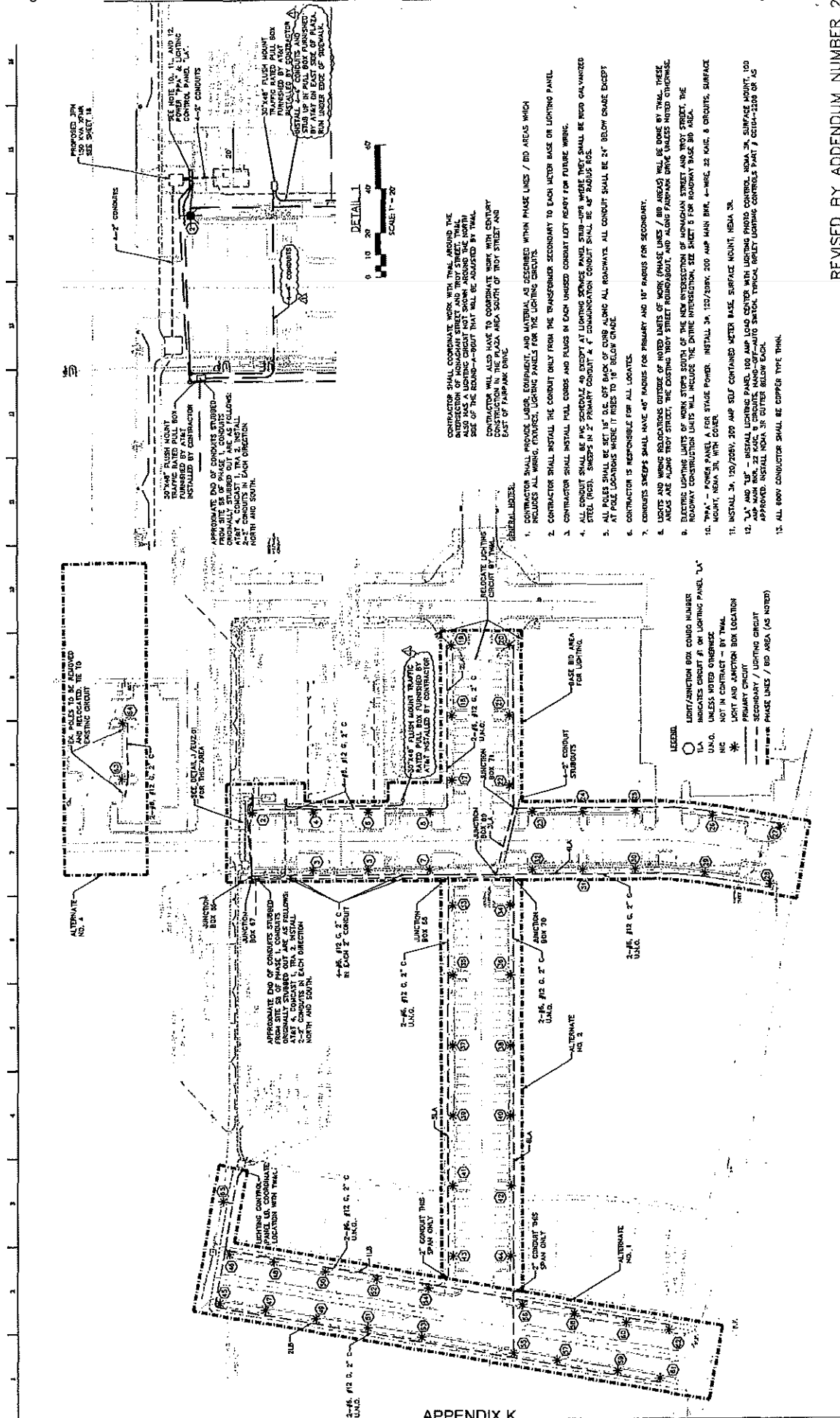
Company _____

Address _____

Phone _____

Employer Identification No. _____

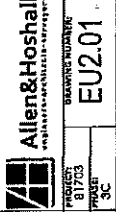
SEAL (If bid is by a corporation.)



APPENDIX K

- CONTRACTOR SHALL COORDINATE WORK WITH THAT AROUND THE INTERSECTION OF MONAGHAN STREET AND TROY STREET. THE EXISTING TROY STREET ROUNDABOUT, AND ALONG FAIRMAR DRIVE UNLESS NOTED OTHERWISE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE SIZE OF THE ROUNDABOUT THAT WILL BE ADJUSTED BY THAT CONTRACTOR WILL ALSO HAVE TO COORDINATE WITH MONAGHAN CONSTRUCTION IN THE PLAZA AREA SOUTH OF TROY STREET AND EAST OF FAIRMAR DRIVE.
- CONTRACTOR SHALL PROVIDE LIGHTS, EQUIPMENT, AND MATERIALS AS DESCRIBED WITHIN PHASE UNITS / BID AREAS WHICH INCLUDES ALL WIRING, TRUNCATED LIGHTING PANELS FOR THE LIGHTING SYSTEMS.
 - CONTRACTOR SHALL INSTALL THE CONDUIT ONLY FROM THE TRANSFORMER SECONDARY TO EACH METER BASE OR LIGHTING PANEL.
 - CONTRACTOR SHALL INSTALL PULL COORDS AND PLUGS IN EACH UNUSED CONDUIT LEFT READY FOR FUTURE WIRING.
 - ALL CONDUIT SHALL BE PVC SCHEDULE 40 EXCEPT AT LIGHTING SERVICE PANEL STUB-UPS WHERE THEY SHALL BE RIGID GALVANIZED STEEL (RGS). SWEEPS IN 2" PRIMARY CONDUIT 4" COMMUNICATION CONDUIT SHALL BE 4" RADIUS ROE.
 - ALL ROES SHALL BE SET 18" O.C. BACK OF CURB ALONG ALL ROADWAYS. ALL CONDUIT SHALL BE 24" BELOW GRADE EXCEPT AT POLE LOCATIONS WHERE IT ROES TO 18" BELOW GRADE.
 - CONTRACTOR IS RESPONSIBLE FOR ALL LOCATIONS.
 - CONDUITS SWEEPS SHALL HAVE 48" RADII FOR PRIMARY AND 18" RADII FOR SECONDARY.
 - LIGHTS AND WIRING RELATIONS OUTSIDE OF NOTED LIMITS OF WORK (PHASE UNITS / BID AREAS) WILL BE DONE BY THAT. THESE AREAS ARE ALONG TROY STREET, THE EXISTING TROY STREET ROUNDABOUT, AND ALONG FAIRMAR DRIVE UNLESS NOTED OTHERWISE.
 - ELECTRIC LIGHTING LIMITS OF WORK STOPS SOUTH OF THE NEW INTERSECTION OF MONAGHAN STREET AND TROY STREET. THE ROADWAY CONSTRUCTION LIMITS WILL INCLUDE THE ENTIRE INTERSECTION. SEE SHEET 5 FOR ROADWAY BASE BID AREA.
 - "PWA" - POWER PANEL A FOR STAGE POWER. INSTALL 3A, 120/208V, 200 AMP MAIN BME, 4-WIRE, 22 KALC, 4 CIRCUITS, SURFACE MOUNT, NEMA 3R, WITH COVER.
 - INSTALL 3A, 120/208V, 200 AMP SELF CONTAINED METER BASE, SURFACE MOUNT, NEMA 3R.
 - "L" - LIGHT SERVICE PANELS. 150 AMP 1-POLE SWITCH, 480 VOLT, 1-PHASE, 3-WIRE, 3-POLE, SURFACE MOUNT, 200 AMP MAIN BME, 22 KALC, 4 CIRCUITS, SURFACE MOUNT, NEMA 3R, WITH COVER. APPROVED. INSTALL NEMA 3R CUTTER BELOW EACH.
 - ALL 480V CONDUCTOR SHALL BE COPPER TYPE THHN.

REVISED BY APPENDUM NUMBER 2



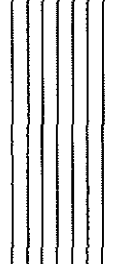
OWNER	TUPELO REDEVELOPMENT
DESIGNER	ALLEN & HOSHALL
DATE	01/19/18
PROJECT NO.	3C

TUPELO REDEVELOPMENT
104 SOUTH MONAGHAN
TUPELO, MS 38801



TUPELO FAIRGROUNDS
REDEVELOPMENT
PHASE 3C
TUPELO, MISSISSIPPI

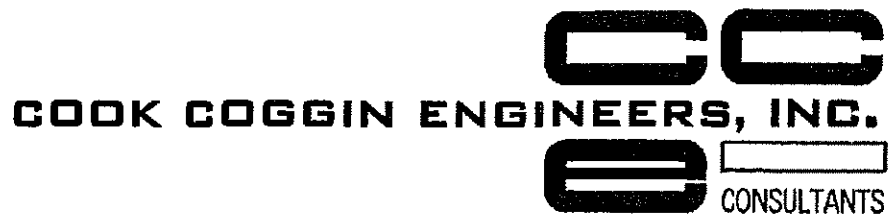
NO.	DATE	REVISIONS AND RECORD BY



CONDUIT & STREET LIGHTING PLAN

EU2.01

6-09244




ADDENDUM NO. 1
 TO THE
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS
 FOR
TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3
 FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

This Addendum No. 1 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3 dated NOVEMBER 3, 2017, and shall remain in full force except as herein amended.

CONTRACT DOCUMENTS

1. A Pre-Bid Conference to discuss the plans, specifications and contract requirements will be held at **10:00 AM, THE 15TH DAY OF FEBRUARY, 2018** at **TUPELO CITY HALL, COUNCIL CHAMBERS, 71 EAST TROY STREET, TUPELO, MS 38804**. The Pre-Bid Conference is not mandatory, but contractors and suppliers are encouraged to attend.
2. REPLACE the bound "00 21 13 Information for Bidders", pages 3-7, with the attached "00 21 13 Information for Bidders", marked REVISED by Addendum No. 1.

This the 8th day of February, 2018.


 Carrson Neal, P.E.
 Project Engineer

INSTRUCTIONS FOR BIDDERS

Bids will be received by the Owner at the time and place designated in the Advertisement for Bids, and then at said office publicly opened and read aloud.

BIDDING As a condition precedent to the opening of a Bid, Bids when submitted as paper version shall be sealed in a plain envelope with the following listed information plainly written on the outside or face of the envelope.

- (1) Addressee: Name of the Owner
- (2) For: Name of the project and contract designation for which the Bid is submitted.
- (3) Bid of: Name of Person or Firm submitting the Bid.
- (4) Permanent Address of the Bidder: Post Office Box Number, or Street Address, and the City and State of the Bidder.
- (5) Certification: Certificate of Responsibility Number as issued by the Mississippi State Board of Public Contractors or a statement signifying the Bid is not in excess of \$50,000.00.

If a Bid is delivered by mail or commercial courier system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed as above.

As a condition precedent to the opening of a Bid, Bids submitted electronically shall meet the same functional and documentary requirements (Bid Form, Bid Bond, documents, certifications, attachments, etc.) as above for Bids submitted in paper form. Unless provided for otherwise, Bids submitted electronically shall be scanned images of completely executed bid documents delivered to the Owner in Portable Document Format (PDF). Bids may be submitted electronically either as an assembly in a single bookmarked PDF file or as an ordered series of multiple PDF files. The first page of the PDF assembly, or the first PDF file in an ordered series of multiple file Bids, shall display the same information that is required to be written on the outside or face of the envelope for Bids submitted in paper form. An original paper copy of any Bids submitted electronically shall be delivered to the Owner before close of business not more than 3 business days following the opening of the bids. Bids submitted electronically that are corrupt or have corrupted attachments will not be considered.

The Bidder's contract designation as issued by the Mississippi State Board of Contractors must coincide with the type of project he is bidding.

Bids will be accepted only under the name of the Bidder to whom contract documents

have been issued by Plan House Printing or QuestCDN, on behalf of the Engineer, and whose name appears on the official list of Planholders maintained by the City of Tupelo.

No Bid will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time receiving Bids must be submitted when required by the Owner.

All Bids must be made on the required Bid Form with all Addenda acknowledged. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

When a non-resident contractor submits a Bid for a Mississippi public project, he shall submit with the Bid a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 1988. Bidders residing in the states having no contractor preference law shall so state in a letter on contractor's letterhead submitted with his Bid.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Each Bidder is responsible for inspecting the site and reading and being thoroughly familiar with the contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid. Bidders must satisfy themselves of the accuracy of any estimated quantities on the Bid Form by examination of the site and a review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The Owner shall provide to Bidders prior to Bidding, information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

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

Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the total amount of the Bid and have as a surety thereon a Surety company currently

authorized and licensed in good standing to conduct business within the State. Bid Bonds shall be executed by a Mississippi agent or a qualified nonresident agent. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State to represent Surety companies. A certified check may be used in lieu of a Bid Bond.

A conditional or qualified Bid will not be accepted.

AWARD If, at the time this contract is to be awarded, the lowest Bid submitted by a responsive Bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded. If such Bid exceeds such amounts, the Owner may reject all Bids.

The award will be made based on the lowest and best bid for the base bid or for the base bid and any combination of alternate bids, as the Owner chooses.

The responsiveness of the Bidder will be determined by the completeness and regularity of the Bid, without excisions or special conditions and having no alternative Bids for any items unless provided for on the Bid Form. The responsibility of the Bidder will be determined by whether or not he maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established and has adequate financial status to meet his obligations contingent to the work.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety listed on the Treasury Department's most current list (Circular 570 as amended), approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain and submit the PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND and CERTIFICATES OF INSURANCE the OWNER may at his option determine the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATES OF INSURANCE and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such

party an executed duplicate of the Agreement, and issue a NOTICE TO PROCEED. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. Should there be reason(s) the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

THE CONTRACT

Where all or part of the work is to be unit price work, the estimated item quantities set out in the Bid form are not guaranteed and are solely for the purpose of comparison of Bids; payment will be made on the actual quantity of each item installed and accepted. It is understood that the quantities of items may be increased and decreased for which payment will be made at the unit price Bid. It is also understood that the location of some work items may be changed from that shown on the drawings and such change in location shall be made at the unit price Bid for the various items of work involved.

Included in these documents is the "Prime Consultant/Contractors EEV Certification and Agreement". This document must be executed and made part of the contract after award. It does not have to be executed at the time of the bidding.

INTERPRETATIONS AND ADDENDA

Should a Bidder find discrepancies in, or omissions from the specifications or other contract documents, or should he be in doubt as to the meaning of any part thereof, he should at once submit to COOK COGGIN ENGINEERS, INC., P.O. Box 1526, Tupelo, Mississippi 38802, a written request for an interpretation. No oral interpretation will be made to any Bidder as to the meaning of any of the Contract Documents, or no oral interpretation shall be effective to modify any of the provisions of the contract documents. The Engineers will make interpretations by duly issued Addenda which will be mailed or delivered to Bidders of record receiving copies of the Contract Documents; and neither the Owner nor the Engineers will be responsible for any other explanation or interpretation of the documents.

STORM WATER POLLUTION PREVENTION

The Mississippi Department of Environmental Quality (MDEQ) is the National Pollutant Discharge Elimination System (NPDES) permit authority for the State of Mississippi. Current regulations require NPDES stormwater construction discharge permit coverage for construction activities which

disturb one or more acres of land, or less than one acre if part of a larger common plan of development or sale.

The MDEQ, since January 11, 2011, requires a Large Construction Storm Water General Permit (MSR10) for construction activities that disturb five (5) acres or more, by clearing, grading, excavation or other land disturbing activities.

The Owner has completed the Small Construction Notice of Intent (SCNOI) including a Storm Water Pollution Prevention Plan (SWPPP) for the Base Bid. A Storm Water Construction General Permit will be obtained by the Owner prior to construction.

For the Base Bid, if any Alternates are awarded, the Owner will apply for any additional permits. There will be a period of approximately 4 weeks before work can begin on the Awarded Alternates.

Upon award of the Contract, the Contractor will assume responsibility for Permit compliance and execute the Prime Contractor Certification of the SCNOI. Information regarding MDEQ permit requirements and associated forms can be found at www.deq.state.ms.us.

CONSTRUCTION MANAGER On the Base Bid
only, the Owner intends to employ the Century Construction Group, Inc., as the Construction Manager to oversee this portion of the work.

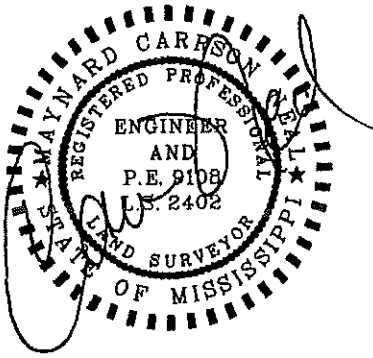
The work on the Base Bid must be completed prior to beginning work on any Alternates that are included in the award of this project.

**ASSEMBLY OF SPECIFICATIONS AND CONTRACT DOCUMENTS
TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI**

	<u>No. of Pages</u>	<u>Page No.</u>
Advertisement for Bids.....	2	1
Instructions for Bidders.....	5	3
Bid Form.....	12	8
Bid Bond (Security Form).....	2	20
EEV Certification	1	22
Notice of Award.....	1	23
Contract Agreement.....	3	24
Notice to Proceed.....	1	27
Performance Bond.....	2	28
Payment Bond.....	2	30
Owner’s Attorney.....	1	32
Certificate of Liability Insurance (Sample Form).....	1	33
General Conditions.....	41	34
Supplemental General Conditions.....	1	75
Maintenance of Traffic	1	76
Temporary Silt Fence.....	3	77
Mobilization.....	1	80
Removal of Obstructions.....	1	81
Concrete and Reinforcing.....	13	82
Masonry	5	95
Miscellaneous Metal.....	3	100
Transformer and Waste Cells.....	2	103
Clearing and Grubbing.....	3	105
Site Earthwork.....	4	108
Erosion Control.....	12	112
Wattles.....	2	124
Geotextile Fabric for Roadway Stabilization.....	1	126
Granular Materials.....	4	127
Crushed Limestone Base.....	3	131
Hot Mix Asphalt.....	1	134
Concrete Cub Gutter Concrete Valley Curb & Sidewalks.....	3	135
Minor Structures.....	1	138

ASSEMBLY OF SPECIFICATIONS AND CONTRACT DOCUMENTS
TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

	<u>No. of</u> <u>Pages</u>	<u>Page</u> <u>No.</u>
Underground Ducts.....	4	216
Insulation Wire and Cable - 600 V.....	5	220



ADVERTISEMENT FOR BIDS

Separate sealed or electronic bids for the construction of **TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C, BID 1500 FP**, will be received by the **CITY OF TUPELO** until **10:00 A.M., LOCAL TIME ON THE 5TH DAY OF MARCH, 2018** and then at said office publicly opened and read aloud. Sealed bids will be received until the designated date and time at **TUPELO CITY HALL, 71 EAST TROY STREET, TAX OFFICE, ATTENTION: MISSY SHELTON, TUPELO, MS 38804**. Electronic bids will be received until the date and time via electronic online submission through QuestCDN.

The Project consists of the construction of roadways which includes earthwork, base and asphalt paving, curb and gutter, storm water piping and inlets and sidewalks. It also consists of the installation of underground electrical appurtenances, water and sewer system adjustments, and other miscellaneous items of work for a complete infrastructure for this development.

The Contract Documents, in printed form, may be examined at the **CITY OF TUPELO, AT CITY HALL, 71 EAST TROY STREET, TUPELO, MS 38804** and at Cook Coggin Engineers, Inc., 703 Crossover Road, Tupelo, Mississippi 38801. The Contract Documents, in electronic form, may also be viewed on line.

Registering for a free account at www.cceplanroom.com will enable bidders to view and/or order Contract Documents online. The only requirement for account registration is a valid email address. Questions regarding website registration and online orders shall be directed to Plan House Printing at (662) 407-0193.

Contract Documents issued to potential Bidders by Plan House Printing will be only as paper copies. The non-refundable cost of the Bid Documents is \$200.00. Bidders may also opt to purchase Contract Documents online at www.cceplanroom.com. Payments for Bid Documents shall be made payable to Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804.

The Contract Documents may also be downloaded electronically from www.questcdn.com for a non-refundable fee of \$20.00 by accessing QuestCDN Project Number 5528604 from the project search page.

Contact QuestCDN at 1-952-233-1632 or info@questcdn.com for starting a free membership and for assistance with electronic bidding.

Bids will be accepted only under the name of the Bidder to whom contract documents have been issued by Plan House Printing or QuestCDN, on behalf of the Engineer, and whose name appears on the official list of Planholders maintained by the City of Tupelo.

Each bidder must deposit with this bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

INSTRUCTIONS FOR BIDDERS

Bids will be received by the Owner at the time and place designated in the Advertisement for Bids, and then at said office publicly opened and read aloud.

BIDDING As a condition precedent to the opening of a Bid, the Bid must be submitted sealed in a plain envelope with the following listed information plainly written on the outside or face of the envelope.

- (1) Addressee: Name of the Owner
- (2) For: Name of the project and contract designation for which the Bid is submitted.
- (3) Bid of: Name of Person or Firm submitting the Bid.
- (4) Permanent Address of the Bidder: Post Office Box Number, or Street Address, and the City and State of the Bidder.
- (5) Certification: Certificate of Responsibility Number as issued by the Mississippi State Board of Public Contractors or a statement signifying the Bid is not in excess of \$50,000.00.

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed as above.

The Bidder's contract designation as issued by the Mississippi State Board of Contractors must coincide with the type of project he is bidding.

Bids will be accepted only under the name of the Bidder to whom contract documents have been issued by Plan House Printing, on behalf of the Engineer, and whose name appears on the official list of Planholders maintained by Plan House Printing.

No Bid will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time receiving Bids must be submitted when required by the Owner.

All Bids must be made on the required Bid Form with all Addenda acknowledged. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

When a non-resident contractor submits a Bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter

The award will be made based on the lowest and best bid for the base bid or for the base bid and any combination of alternate bids, as the Owner chooses.

The responsiveness of the Bidder will be determined by the completeness and regularity of the Bid, without excisions or special conditions and having no alternative Bids for any items unless provided for on the Bid Form. The responsibility of the Bidder will be determined by whether or not he maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established and has adequate financial status to meet his obligations contingent to the work.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety listed on the Treasury Department's most current list (Circular 570 as amended), approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain and submit the PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND and CERTIFICATES OF INSURANCE the OWNER may at his option determine the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATES OF INSURANCE and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement, and issue a NOTICE TO PROCEED. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. Should there be reason(s) the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such

Upon award of the Contract, the Contractor will assume responsibility for Permit compliance and execute the Prime Contractor Certification of the SCNOI. Information regarding MDEQ permit requirements and associated forms can be found at www.deq.state.ms.us.

CONSTRUCTION MANAGER

On the Base Bid only, the Owner intends to employ the Century Construction Group, Inc., as the Construction Manager to oversee this portion of the work.

The work on the Base Bid must be completed prior to beginning work on any Alternates that are included in the award of this project.

BID FORM

Proposal of Prairie Construction LLC

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

Mississippi, doing business as A Limited Liability Company

_____ * to CITY OF TUPELO (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within the number of consecutive calendar days listed below:

<u>CONTRACT</u>	<u>DAYS</u>
Base Bid	100
 <u>AWARDED ALTERNATE</u>	 <u>ADDED DAYS</u>
Additive Alternate 1	20
Additive Alternate 2	20
Additive Alternate 4	20

Bidder further agrees to pay as liquidated damages, the sum of \$800.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

- 1, 2/8/18
- 2, 2/23/18

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

Project # 6-09244

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C					
BASE BID					
1	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00
2	Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00
3	Removal of Obstructions	1	LS	\$ 40,000.00	\$ 40,000.00
4	Site Earthwork	1	LS	\$ 75,000.00	\$ 75,000.00
5	Crushed Limestone	1,880	CuYds	\$ 60.00	\$ 112,800.00
6	Hot Mix Asphalt, Type ST, 12.5mm	625	Tons	\$ 123.50	\$ 77,187.50
7	Hot Mix Asphalt, Type ST, 9.5mm	475	Tons	\$ 147.00	\$ 69,825.00
8	15" HDPE Pipe	8	LinFt	\$ 36.00	\$ 288.00
9	18" HDPE Pipe	248	LinFt	\$ 45.00	\$ 11,160.00
10	24" HDPE Pipe	401	LinFt	\$ 53.00	\$ 21,253.00
11	30" HDPE Pipe	633	LinFt	\$ 68.00	\$ 43,044.00
12	31 x 50 Reinforced Concrete Arch Pipe	99	LinFt	\$ 160.00	\$ 15,840.00
13	Pipe Underdrains	40	LinFt	\$ 40.00	\$ 1,600.00
14	4" Schedule 40 PVC Pipe	1,388	LinFt	\$ 10.00	\$ 13,880.00
15	Minor Structure Concrete	45	CuYds	\$ 1,350.00	\$ 60,750.00
16	24" Concrete Curb & Gutter	40	LinFt	\$ 23.50	\$ 940.00
17	30" Concrete Curb & Gutter	2,792	LinFt	\$ 26.00	\$ 72,592.00
18	Concrete Sidewalk	1,290	SqYds	\$ 65.00	\$ 83,850.00
19	Stamped Concrete Ramps	446	SqYds	\$ 87.00	\$ 38,802.00
20	Concrete Driveways	169	SqYds	\$ 68.00	\$ 11,492.00
21	Grates and Grate Frames	8,200	Lbs	\$ 2.00	\$ 16,400.00
22	Inlet Modification	4	Each	\$ 1,800.00	\$ 7,200.00
23	Tree Grates	29	Each	\$ 1,350.00	\$ 39,150.00
24	Removable Bollards	6	Each	\$ 1,400.00	\$ 8,400.00
25	Erosion Control	0.30	Acre	\$ 5,000.00	\$ 1,500.00

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
26	Solid Sodding	100	SqYds	\$ 5.00	\$ 500.00
27	Temporary Silt Fence	800	LinFt	\$ 3.50	\$ 2,800.00
28	Wattles	200	LinFt	\$ 8.00	\$ 1,600.00
29	Maintenance of Traffic	1	LS	\$ 6,500.00	\$ 6,500.00
30	Thermoplastic Detail Stripe (4" Equivalent Length) (White)	1,368	LinFt	\$ 9.50	\$ 12,996.00
31	Thermoplastic Detail Stripe (4" Equivalent Length) (Blue)	368	LinFt	\$ 9.50	\$ 3,496.00
32	Thermoplastic Legend (4" Equivalent Length) (White)	968	LinFt	\$ 5.90	\$ 5,711.20
33	Thermoplastic Legend (4" Equivalent Length) (Blue)	104	LinFt	\$ 36.00	\$ 3,744.00
34	Masonry Cells	1	LS	\$ 12,000.00	\$ 12,000.00
35	Concrete Cell Floor	30	SqYds	\$ 200.00	\$ 6,000.00
36	Double Gate	2	Each	\$ 7,000.00	\$ 14,000.00
37	Single Gate	2	Each	\$ 2,900.00	\$ 5,800.00
38	Permanent Bollards	7	Each	\$ 1,000.00	\$ 7,000.00
39	Fire Hydrant Relocation, Complete with Pipe and Fittings	1	LS	\$ 1,400.00	\$ 1,400.00
40	8" DIP Water Line	240	LinFt	\$ 55.50	\$ 13,320.00
41	6" DIP Water Line	75	LinFt	\$ 50.00	\$ 3,750.00
42	DIP Fittings	350	Lbs	\$ 8.00	\$ 2,800.00
43	8" Machine Tap	1	Each	\$ 4,000.00	\$ 4,000.00
44	2" New Water Meter Arrangement	1	Each	\$ 1,600.00	\$ 1,600.00
45	3/4" New Water Meter Arrangement	4	Each	\$ 400.00	\$ 1,600.00
46	2" Copper Service Line	75	LinFt	\$ 30.00	\$ 2,250.00
47	3/4" Copper Service Line	200	LinFt	\$ 18.50	\$ 3,700.00
48	2" Conduit in Duct System	2864	LinFt	\$ 5.00	\$ 14,320.00
49	1" Conduit Stub Plugs	2	Each	\$ 60.00	\$ 120.00

2018.02.23

00 41 43

Bid Form

Page 3 of 12

10

REVISED by Addendum No. 2

APPENDIX K

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
50	2" Conduit Stub Plugs	14	Each	\$ 120.00	\$ 1,680.00
51	Trenching and Backfill for Lighting Conduits	1667	LinFt	\$ 5.00	\$ 8,335.00
52	1" Area Lighting Direct Bural Conduit	89	LinFt	\$ 2.50	\$ 222.50
53	Lighting Junction Box	28	Each	\$ 500.00	\$ 14,000.00
54	1" - 90 Degree Sweep, 18" Radius	23	Each	\$ 3.00	\$ 69.00
55	2" - 90 Degree Sweep, 48" Radius	72	Each	\$ 36.00	\$ 2,592.00
56	2" - 90 Degree Sweep, 48" Radius Steel	12	Each	\$ 130.00	\$ 1,560.00
57	#6 Conductor	5014	LinFt	\$ 1.00	\$ 5,014.00
58	#12 Ground Wire	1667	LinFt	\$ 0.40	\$ 666.80
59	Installation of Street Light Poles	23	Each	\$ 6,800.00	\$ 156,400.00
83	4" Conduit in Duct System	1180	LinFt	\$ 12.00	\$ 14,160.00
84	4" - 90 Degree Sweep, 48" Radius Steel	30	Each	\$ 41.00	\$ 12,330.00
85	Install 200 A, 3 Phase, Meter Base	1	Each	\$ 300.00	\$ 300.00
86	Install 120/208 V, 200 AMP, 3 Phase Power Panel	1	Each	\$ 1,100.00	\$ 1,100.00
87	Install 100 A Load Center Lighting Control w/Gutter	1	Each	\$ 1,500.00	\$ 1,500.00
88	Install 30" x 48" Pull Box, 20K Rated, Labor Only	3	Each	\$ 1,000.00	\$ 3,000.00
89	Install Ground Grid, Transformer Cell Area	1	LS	\$ 6,400.00	\$ 6,400.00
TOTAL BASE BID PRICE					\$ 1,268,290.00
ADDITIVE ALTERNATE (BB)					
60	Geotextile Fabric	5430	SqYds	\$ 2.50	\$ 13,575.00
TOTAL ALTERNATE ADDITIVE ALTERNATE (BB)					\$ 13,575.00

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
ADDITIVE ALTERNATE 1					
61	Mobilization	1	LS	\$ 25,000.00 ^{AT} \$ 30,000.00	\$ 25,000.00 ^{AT} \$ 30,000.00
62	Clearing and Grubbing	1	LS	\$ 7,600.00 ^{AT} \$ 13,000.00	\$ 7,600.00 ^{AT} \$ 13,000.00
63	Removal of Obstructions	1	LS	\$ 5,000.00	\$ 5,000.00
64	Site Earthwork	1	LS	\$ 50,000.00	\$ 50,000.00
5	Crushed Limestone	889	CuYds	\$ 60.00	\$ 53,340.00
6	Hot Mix Asphalt, Type ST, 12.5mm	282	Tons	\$ 123.50	\$ 34,827.00
7	Hot Mix Asphalt, Type ST, 9.5mm	211	Tons	\$ 147.00	\$ 31,017.00
39	Fire Hydrant Relocation, Complete with Pipe and Fittings	1	LS	\$ 1,400.00	\$ 1,400.00
10	24" HDPE Pipe	115	LinFt	\$ 53.00	\$ 6,095.00
11	30" HDPE Pipe	83	LinFt	\$ 68.00	\$ 5,644.00
65	48" HDPE Pipe	116	LinFt	\$ 95.00	\$ 11,020.00
66	36 x 58 Reinforced Concrete Arch Pipe	240	LinFt	\$ 193.00	\$ 46,320.00
67	45 x 73 Reinforced Concrete Arch Pipe	112	LinFt	\$ 300.00	\$ 33,600.00
13	Pipe Underdrains	40	LinFt	\$ 40.00	\$ 1,600.00
15	Minor Structure Concrete	41	CuYds	\$ 1350.00	\$ 55,350.00
68	18" Concrete Curb & Gutter	923	LinFt	\$ 23.50	\$ 21,690.50
17	30" Concrete Curb & Gutter	1,228	LinFt	\$ 26.00	\$ 31,928.00
14	4" Schedule 40 PVC Pipe	172	LinFt	\$ 10.00	\$ 1,720.00
18	Concrete Sidewalk	685	SqYds	\$ 65.00	\$ 44,525.00
19	Stamped Concrete Ramps	57	SqYds	\$ 87.00	\$ 4,959.00
20	Grates and Grate Frames	3,600	Lbs	\$ 2.00	\$ 7,200.00
25	Erosion Control	0.40	Acre	\$ 5,000.00	\$ 2,000.00

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
27	Temporary Sill Fence	800	LinFt	\$ 3.50	\$ 2,800.00
28	Wattles	200	LinFt	\$ 8.00	\$ 1,600.00
69	Maintenance of Traffic	1	LS	\$ 4,000.00	\$ 4,000.00
32	Thermoplastic Legend (4" Equivalent Length) (White)	97	LinFt	\$ 5.90	\$ 572.30
48	2" Conduit in Duct System	1232	LinFt	\$ 5.00	\$ 6,160.00
51	Trenching and Backfill for Lighting Conduits	1232	LinFt	\$ 5.00	\$ 6,160.00
52	1" Area Lighting Direct Burial Conduit	63	LinFt	\$ 2.50	\$ 157.50
53	Lighting Junction Box	19	Each	\$ 500.00	\$ 9,500.00
54	1" - 90 Degree Sweep, 18" Radius	19	Each	\$ 3.00	\$ 57.00
55	2" - 90 Degree Sweep, 48" Radius	39	Each	\$ 36.00	\$ 1,404.00
57	#6 Conductor	2652	LinFt	\$ 1.00	\$ 2,652.00
58	#12 Ground Wire	1232	LinFt	\$ 0.40	\$ 492.80
59	Installation of Street Light Poles	19	Each	\$ 6,800.00	\$ 129,700.00
87	Install 100 A Load Center Lighting Control w/Gutter	1	Each	\$ 1,500.00	\$ 1,500.00
90	Install Grounding for Lighting Service Structure	1	LS	\$ 300.00	\$ 300.00
91	Install Lighting Service Structure	1	Each	\$ 1,500.00	\$ 1,500.00
TOTAL ADDITIVE ALTERNATE 1					\$ 660,291.10
ADDITIVE ALTERNATE (1A)					
60	Geotextile Fabric	2660	SqYds	\$ 2.50	\$ 6,650.00
TOTAL ALTERNATE ADDITIVE ALTERNATE (1A)					\$ 6,650.00

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
ADDITIVE ALTERNATE 2					
70	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
71	Clearing and Grubbing	1	LS	\$ 7,600.00	\$ 7,600.00
72	Removal of Obstructions	1	LS	\$ 5,000.00	\$ 5,000.00
73	Site Earthwork	1	LS	\$ 40,000.00	\$ 40,000.00
5	Crushed Limestone	938	CuYds	\$ 60.00	\$ 56,280.00
6	Hot Mix Asphalt, Type ST, 12.5mm	316	Tons	\$ 123.50	\$ 39,026.00
7	Hot Mix Asphalt, Type ST, 9.5mm	237	Tons	\$ 147.00	\$ 34,839.00
74	Flre Hydrant Abandonment	1	LS	\$ 1,000.00	\$ 1,000.00
8	15" HDPE Pipe	16	LinFt	\$ 36.00	\$ 576.00
13	Pipe Underdrains	40	LinFt	\$ 40.00	\$ 1,600.00
14	4" Schedule 40 PVC Pipe	934	LinFt	\$ 10.00	\$ 9,340.00
15	Minor Structure Concrete	4.4	CuYds	\$ 1,350.00	\$ 5,940.00
17	30" Concrete Curb & Gutter	998	LinFt	\$ 26.00	\$ 25,948.00
18	Concrete Sidewalk	619	SqYds	\$ 65.00	\$ 40,235.00
21	Grates and Grate Frames	800	Lbs	\$ 2.00	\$ 1,600.00
23	Tree Grates	20	Each	\$ 1,350.00	\$ 27,000.00
25	Erosion Control	0.30	Acre	\$ 5,000.00	\$ 1,500.00
27	Temporary Silt Fence	600	LinFt	\$ 3.50	\$ 2,100.00
28	Wattles	200	LinFt	\$ 8.00	\$ 1,600.00
75	Maintenance of Traffic	1	LS	\$ 1,500.00	\$ 1,500.00
30	Thermoplastic Detail Stripe (4" Equivalent Length) (White)	1,440	LinFt	\$ 9.50	\$ 13,680.00

2018.02.23

00 41 43

Bid Form

Page 7 of 12

14

REVISED by Addendum No. 2

APPENDIX K

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
32	Thermoplastic Legend (4" Equivalent Length) (White)	81	LinFt	\$ 5.90	\$ 477.90
48	2" Conduit in Duct System	1020	LinFt	\$ 5.00	\$ 5,100.00
50	2" Conduit Stub Plugs	2	Each	\$ 120.00	\$ 240.00
51	Trenching and Backfill for Lighting Conduits	1020	LinFt	\$ 5.00	\$ 5,100.00
52	1" Area Lighting Direct Burial Conduit	42	LinFt	\$ 2.50	\$ 105.00
53	Lighting Junction Box	12	Each	\$ 500.00	\$ 6,000.00
54	1" - 90 Degree Sweep, 18" Radius	12	Each	\$ 3.00	\$ 36.00
55	2" - 90 Degree Sweep, 48" Radius	24	Each	\$ 36.00	\$ 864.00
57	#6 Conductor	3132	LinFt	\$ 1.00	\$ 3,132.00
58	#12 Ground Wire	1020	LinFt	\$ 0.40	\$ 408.00
59	Installation of Street Light Poles	12	Each	\$ 6,800.00	\$ 81,600.00
TOTAL ADDITIVE ALTERNATE 2					\$ 444,426.90
ADDITIVE ALTERNATE (2A)					
60	Geotextile Fabric	2900	SqYds	\$ 2.50	\$ 7,250.00
TOTAL ALTERNATE ADDITIVE ALTERNATE (2A)					\$ 7,250.00

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
ADDITIVE ALTERNATE 4					
76	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
77	Clearing and Grubbing	1	LS	\$ 7,000.00	\$ 7,000.00
78	Removal of Obstructions	1	LS	\$ 2,000.00	\$ 2,000.00
79	Site Earthwork	1	LS	\$ 10,000.00	\$ 10,000.00
5	Crushed Limestone	231	CuYds	\$ 60.00	\$ 13,860.00
6	Hot Mix Asphalt, Type ST, 12.5mm	110	Tons	\$ 123.50	\$ 13,585.00
7	Hot Mix Asphalt, Type ST, 9.5mm	83	Tons	\$ 147.00	\$ 12,201.00
16	24" Concrete Curb and Curb Gutter	516	LinFt	\$ 23.50	\$ 12,126.00
25	Erosion Control	0.10	Acre	\$ 5000.00	\$ 500.00
27	Temporary Silt Fence	400	LinFt	\$ 3.50	\$ 1,400.00
28	Wattles	50	LinFt	\$ 8.00	\$ 400.00
80	Maintenance of Traffic	1	LS	\$ 1,500.00	\$ 1,500.00
30	Thermoplastic Detail Stripe (4" Equivalent Length) (White)	521	LinFt	\$ 9.50	\$ 4,949.50
48	2" Conduit in Duct System	90	LinFt	\$ 5.00	\$ 450.00
51	Trenching and Backfill for Lighting Conduits	90	LinFt	\$ 5.00	\$ 450.00
52	1" Area Lighting Direct Burial Conduit	6	LinFt	\$ 2.50	\$ 15.00
53	Lighting Junction Box	2	Each	\$ 500.00	\$ 1,000.00
54	1" - 90 Degree Sweep, 18" Radius	2	Each	\$ 3.00	\$ 6.00
55	2" - 90 Degree Sweep, 48" Radius	4	Each	\$ 36.00	\$ 144.00
81	#8 Conductor	252	LinFt	\$ 0.40	\$ 100.80
58	#12 Ground Wire	126	LinFt	\$ 0.40	\$ 50.40
82	Removal and Relocation of Street Light Poles	2	Each	\$ 800.00	\$ 1,600.00
TOTAL ALTERNATE ADDITIVE ALTERNATE 4					\$ 93,337.70

2018.02.23

00 41 43

Bid Form

Page 9 of 12

16

REVISED by Addendum No. 2

APPENDIX K

Project # 6-09244

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
ADDITIVE ALTERNATE (4A)					\$
60	Geotextile Fabric	980	SqYds	\$ 2.50	\$ 2,450.00
TOTAL ALTERNATE ADDITIVE ALTERNATE (4A)					\$ 2,450.00

by Article 5 of the General Conditions.

The bid security attached in the sum of 5% of Amount Bid Dollars, (\$ 5% of Amount Bid) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

Resident Contractor Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 5th day of March, 2018.

By [Signature] Title Vice-President

Company Prarie Construction LLC

Address P.O. Box 1325, Tupelo MS 38802

Phone 662-842-3842

Employer Identification No. 640906768

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Prairie Construction, L.L.C.
 as Principal, and North American Specialty Insurance Company
 as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the
 penal sum of Five Percent of the Amount of the Bid
------(5% of Bid)----- for the payment of which, well
 and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors and assigns.

Signed, this 5th day of March, 2018.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
 into contract in writing, for the TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C.

NOW, THEREFORE.

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

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

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

Prairie Construction, L.L.C.

By: *Allen F. [Signature]* *Vice-President* (L.S.)

Principal

North American Specialty Insurance Company

Surety

SEAL

By: *Trina Cobb*

Trina Cobb, Attorney-in-Fact
Resident Mississippi Agent
Fisher Brown Bottrell Insurance, Inc.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

TRINA COBB, PEGGY L. JACKSON, BRODY ERIC BUCKLEY, ANGELA BULLIE, JERRY G. VEAZEY, JR.,
JIM A. ARMSTRONG, JERRY EUGENE HORNER, JR., JASON J. YOUNG, STEPHEN WESLEY PRICE, JR. AND AMANDA JEAN CHARFAUROS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of January, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of January, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of March, 2018.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C
Termini: CITY OF TUPELO
Prime Consultant: Prairie Construction LLC

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

130550
EEV* Company Identification Number [Required]

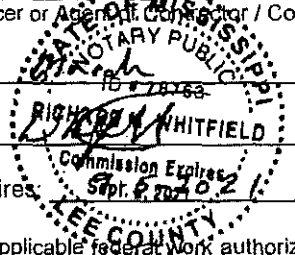
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: *Allen Tatum* 3/1/18
Authorized Officer or Agent Date

Allen Tatum Vice-President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 1ST day of March, 2018

Richard Whitfield
NOTARY PUBLIC
My Commission Expires Sept. 8, 2021



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

TABULATION OF BIDS
TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C
CITY OF TUPELO
CCE # 3-09244



March 5, 2018 at 10:00 A.M. CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 3				11768 Prairie Construction, LLC P.O. Box 1325 Tupelo, MS 38802		08794 Michael Pittman Construction Co. 509 Pinecrest Corinth, MS 38834		5993 Colom Construction Co., Inc. P.O. Box 414 Ripley, MS 38663	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID									
1	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00	\$ 150,000.00	\$ 150,000.00
2	Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00	\$ 127,000.00	\$ 127,000.00
3	Removal of Obstructions	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 52,000.00	\$ 52,000.00	\$ 12,000.00	\$ 12,000.00
4	Site Earthwork	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 89,000.00	\$ 89,000.00	\$ 100,000.00	\$ 100,000.00
5	Crushed Limestone	1,880	CuYds	\$ 60.00	\$ 112,800.00	\$ 65.00	\$ 122,200.00	\$ 75.00	\$ 141,000.00
6	Hot Mix Asphalt, Type ST, 12.5mm	626	Tons	\$ 123.50	\$ 77,187.50	\$ 108.00	\$ 67,500.00	\$ 175.00	\$ 109,375.00
7	Hot Mix Asphalt, Type ST, 9.5mm	475	Tons	\$ 147.00	\$ 69,825.00	\$ 128.00	\$ 60,800.00	\$ 195.00	\$ 92,625.00
8	15" HDPE Pipe	8	LinFt	\$ 36.00	\$ 288.00	\$ 102.00	\$ 816.00	\$ 38.00	\$ 304.00
9	18" HDPE Pipe	248	LinFt	\$ 45.00	\$ 11,160.00	\$ 23.00	\$ 5,704.00	\$ 42.00	\$ 10,416.00
10	24" HDPE Pipe	401	LinFt	\$ 53.00	\$ 21,253.00	\$ 35.00	\$ 14,035.00	\$ 54.00	\$ 21,654.00
11	30" HDPE Pipe	633	LinFt	\$ 68.00	\$ 43,044.00	\$ 53.00	\$ 33,549.00	\$ 72.00	\$ 45,576.00
12	31 x 50 Reinforced Concrete Arch Pipe	99	LinFt	\$ 160.00	\$ 15,840.00	\$ 205.00	\$ 20,295.00	\$ 247.50	\$ 24,502.50
13	Pipe Underdrains	40	LinFt	\$ 40.00	\$ 1,600.00	\$ 26.00	\$ 1,040.00	\$ 40.50	\$ 1,620.00
14	4" Schedule 40 PVC Pipe	1,388	LinFt	\$ 10.00	\$ 13,880.00	\$ 5.00	\$ 6,940.00	\$ 16.00	\$ 22,208.00
15	Minor Structure Concrete	45	CuYds	\$ 1,350.00	\$ 60,750.00	\$ 1,845.00	\$ 83,025.00	\$ 2,500.00	\$ 112,500.00
16	24" Concrete Curb & Gutter	40	LinFt	\$ 23.50	\$ 940.00	\$ 18.00	\$ 720.00	\$ 100.00	\$ 4,000.00
17	30" Concrete Curb & Gutter	2,792	LinFt	\$ 26.00	\$ 72,592.00	\$ 19.00	\$ 50,256.00	\$ 48.00	\$ 134,016.00
18	Concrete Sidewalk	1,290	SqYds	\$ 65.00	\$ 83,850.00	\$ 60.00	\$ 77,400.00	\$ 67.00	\$ 86,430.00
19	Stamped Concrete Remos	448	SqYds	\$ 87.00	\$ 38,802.00	\$ 210.00	\$ 93,660.00	\$ 127.00	\$ 56,642.00
20	Concrete Driveways	169	SqYds	\$ 68.00	\$ 11,492.00	\$ 60.00	\$ 10,140.00	\$ 75.00	\$ 12,675.00
21	Grates and Grate Frames	8,200	Lbs	\$ 2.00	\$ 16,400.00	\$ 3.00	\$ 24,600.00	\$ 12.00	\$ 98,400.00
22	Inlet Modification	4	Each	\$ 1,800.00	\$ 7,200.00	\$ 3,599.00	\$ 14,352.00	\$ 4,500.00	\$ 18,000.00
23	Tree Grates	29	Each	\$ 1,350.00	\$ 39,150.00	\$ 1,230.00	\$ 35,670.00	\$ 1,774.00	\$ 51,446.00
24	Removable Bollards	6	Each	\$ 1,400.00	\$ 8,400.00	\$ 1,025.00	\$ 6,150.00	\$ 1,500.00	\$ 9,000.00
25	Erosion Control	0.30	Acre	\$ 5,000.00	\$ 1,500.00	\$ 6,870.00	\$ 2,001.00	\$ 3,500.00	\$ 1,050.00
26	Solid Sodding	100	SqYds	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00	\$ 15.00	\$ 1,500.00
27	Temporary Silt Fence	800	LinFt	\$ 3.50	\$ 2,800.00	\$ 4.00	\$ 3,200.00	\$ 15.00	\$ 12,000.00
28	Wattles	200	LinFt	\$ 8.00	\$ 1,600.00	\$ 10.00	\$ 2,000.00	\$ 35.00	\$ 7,000.00
29	Maintenance of Traffic	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 35,900.00	\$ 35,900.00	\$ 20,000.00	\$ 20,000.00
30	Thermoplastic Detail Stripe (4" Equivalent Length) (White)	1,368	LinFt	\$ 9.50	\$ 12,996.00	\$ 9.00	\$ 12,312.00	\$ 10.00	\$ 13,680.00
31	Thermoplastic Detail Stripe (4" Equivalent Length) (Blue)	368	LinFt	\$ 9.50	\$ 3,496.00	\$ 9.00	\$ 3,312.00	\$ 10.00	\$ 3,680.00
32	Thermoplastic Legend (4" Equivalent Length) (White)	968	LinFt	\$ 5.90	\$ 5,711.20	\$ 6.00	\$ 5,808.00	\$ 10.00	\$ 9,680.00
33	Thermoplastic Legend (4" Equivalent Length) (Blue)	104	LinFt	\$ 36.00	\$ 3,744.00	\$ 31.00	\$ 3,224.00	\$ 40.00	\$ 4,160.00
34	Masonry Cells	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 15,375.00	\$ 15,375.00	\$ 150,000.00	\$ 150,000.00
35	Concrete Cell Floor	30	SqYds	\$ 200.00	\$ 6,000.00	\$ 513.00	\$ 15,390.00	\$ 250.00	\$ 7,500.00
36	Double Gate	2	Each	\$ 7,000.00	\$ 14,000.00	\$ 3,845.00	\$ 7,690.00	\$ 15,000.00	\$ 30,000.00
37	Single Gate	2	Each	\$ 2,900.00	\$ 5,800.00	\$ 1,640.00	\$ 3,280.00	\$ 7,500.00	\$ 15,000.00
38	Permanent Bollards	7	Each	\$ 1,000.00	\$ 7,000.00	\$ 718.00	\$ 5,026.00	\$ 750.00	\$ 5,250.00
39	Fire Hydrant Relocation, Complete with Pipe and Fittings	1	LS	\$ 1,400.00	\$ 1,400.00	\$ 5,125.00	\$ 5,125.00	\$ 3,000.00	\$ 3,000.00
40	8" DIP Water Line	240	LinFt	\$ 55.50	\$ 13,320.00	\$ 68.00	\$ 16,320.00	\$ 55.00	\$ 13,440.00
41	8" DIP Water Line	75	LinFt	\$ 50.00	\$ 3,750.00	\$ 60.00	\$ 4,500.00	\$ 48.00	\$ 3,600.00
42	DIP Fittings	350	Lbs	\$ 8.00	\$ 2,800.00	\$ 11.00	\$ 3,850.00	\$ 10.00	\$ 3,500.00
43	8" Machine Tap	1	Each	\$ 4,000.00	\$ 4,000.00	\$ 5,945.00	\$ 5,945.00	\$ 5,414.00	\$ 5,414.00
44	2" New Water Meter Arrangement	1	Each	\$ 1,600.00	\$ 1,600.00	\$ 1,948.00	\$ 1,948.00	\$ 2,000.00	\$ 2,000.00
45	3/4" New Water Meter Arrangement	4	Each	\$ 400.00	\$ 1,600.00	\$ 513.00	\$ 2,052.00	\$ 500.00	\$ 2,000.00
46	2" Copper Service Line	75	LinFt	\$ 30.00	\$ 2,250.00	\$ 41.00	\$ 3,075.00	\$ 30.00	\$ 2,250.00

APPENDIX K

TABULATION OF BIDS
 TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C
 CITY OF TUPELO
 CCE # 3-09244



March 5, 2018 at 10:00 A.M. CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 3				11768 Prairie Construction, LLC P.O. Box 1325 Tupelo, MS 38802		08794 Michael Pittman Construction Co. 509 Pinecrest Corinth, MS 38834		5993 Colom Construction Co., Inc. P.O. Box 414 Ripley, MS 38863	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
47	3/4" Copper Service Line	200	LinFt	\$ 18.50	\$ 3,700.00	\$ 23.00	\$ 4,600.00	\$ 9.00	\$ 1,800.00
48	2" Conduit in Duct System	2864	LinFt	\$ 5.00	\$ 14,320.00	\$ 7.00	\$ 20,048.00	\$ 8.75	\$ 25,080.00
49	1" Conduit Stub Plugs	2	Each	\$ 60.00	\$ 120.00	\$ 7.00	\$ 14.00	\$ 8.75	\$ 17.50
50	2" Conduit Stub Plugs	14	Each	\$ 120.00	\$ 1,680.00	\$ 7.00	\$ 98.00	\$ 10.00	\$ 140.00
51	Trenching and Backfill for Lighting Conduits	1667	LinFt	\$ 5.00	\$ 8,335.00	\$ 13.00	\$ 21,671.00	\$ 15.00	\$ 25,005.00
52	1" Area Lighting Direct Burial Conduit	89	LinFt	\$ 2.50	\$ 222.50	\$ 4.00	\$ 356.00	\$ 5.00	\$ 445.00
53	Lighting Junction Box	28	Each	\$ 500.00	\$ 14,000.00	\$ 554.00	\$ 15,512.00	\$ 678.00	\$ 18,984.00
54	1" - 90 Degree Sweep, 18" Radius	23	Each	\$ 3.00	\$ 69.00	\$ 26.00	\$ 598.00	\$ 32.00	\$ 736.00
55	2" - 90 Degree Sweep, 48" Radius	72	Each	\$ 36.00	\$ 2,592.00	\$ 41.00	\$ 2,952.00	\$ 50.00	\$ 3,600.00
56	2" - 90 Degree Sweep, 48" Radius Steel	12	Each	\$ 130.00	\$ 1,560.00	\$ 180.00	\$ 2,160.00	\$ 220.00	\$ 2,640.00
57	#6 Conductor	5014	LinFt	\$ 1.00	\$ 5,014.00	\$ 2.00	\$ 10,028.00	\$ 1.75	\$ 8,774.50
58	#12 Ground Wire	1667	LinFt	\$ 0.40	\$ 666.80	\$ 1.00	\$ 1,667.00	\$ 1.00	\$ 1,667.00
59	Installation of Street Light Poles	23	Each	\$ 6,800.00	\$ 156,400.00	\$ 4,470.00	\$ 102,810.00	\$ 5,700.00	\$ 131,100.00
83	4" Conduit in Duct System	1180	LinFt	\$ 12.00	\$ 14,160.00	\$ 18.00	\$ 21,240.00	\$ 23.00	\$ 27,140.00
84	4" - 90 Degree Sweep, 48" Radius Steel	30	Each	\$ 411.00	\$ 12,330.00	\$ 403.00	\$ 12,090.00	\$ 500.00	\$ 15,000.00
85	Install 200 A, 3 Phase, Meter Base	1	Each	\$ 300.00	\$ 300.00	\$ 354.00	\$ 354.00	\$ 1,000.00	\$ 1,000.00
86	Install 120/208 V, 200 AMP, 3 Phase Power Panel	1	Each	\$ 1,100.00	\$ 1,100.00	\$ 1,364.00	\$ 1,364.00	\$ 3,000.00	\$ 3,000.00
87	Install 100 A Load Center Lighting Control w/Gutter	1	Each	\$ 1,500.00	\$ 1,500.00	\$ 1,674.00	\$ 1,674.00	\$ 3,000.00	\$ 3,000.00
88	Install 30" x 48" Pull Box, 20K Rated, Labor Only	3	Each	\$ 1,000.00	\$ 3,000.00	\$ 824.00	\$ 2,472.00	\$ 1,100.00	\$ 3,300.00
89	Install Ground Grd, Transformer Cell Area	1	LS	\$ 6,400.00	\$ 6,400.00	\$ 5,588.00	\$ 5,588.00	\$ 10,000.00	\$ 10,000.00
TOTAL BASE BID PRICE					\$ 1,256,290.00	\$ 1,332,861.00	\$ 2,039,502.50		
ADDITIVE ALTERNATE (BB)									
60	Geotextile Fabric	5430	SqYds	\$ 2.50	\$ 13,575.00	\$ 3.00	\$ 16,290.00	\$ 9.00	\$ 48,870.00
TOTAL ADDITIVE ALTERNATE (BB)					\$ 13,575.00	\$ 16,290.00	\$ 48,870.00		

APPENDIX K

March 5, 2018 at 10:00 A.M. CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 3		11768 Prairie Construction, LLC P.O. Box 1325 Tupelo, MS 38802			08794 Michael Pittman Construction Co. 509 Pinecrest Corinth, MS 38834		5993 Calom Construction Co., Inc. P.O. Box 414 Ripley, MS 38663		
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ADDITIVE ALTERNATE 1									
61	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
62	Clearing and Grubbing	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 25,000.00	\$ 25,000.00	\$ 27,000.00	\$ 27,000.00
63	Removal of Obstructions	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,000.00	\$ 12,000.00
64	Site Earthwork	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 41,000.00	\$ 41,000.00	\$ 50,000.00	\$ 50,000.00
5	Crushed Limestone	889	CuYds	\$ 60.00	\$ 53,340.00	\$ 68.00	\$ 60,452.00	\$ 75.00	\$ 66,675.00
6	Hot Mix Asphalt, Type ST, 12.5mm	282	Tons	\$ 123.50	\$ 34,827.00	\$ 108.00	\$ 30,456.00	\$ 175.00	\$ 49,350.00
7	Hot Mix Asphalt, Type ST, 9.5mm	211	Tons	\$ 147.00	\$ 31,017.00	\$ 128.00	\$ 27,008.00	\$ 195.00	\$ 41,145.00
39	Fire Hydrant Relocation, Complete with Pipe and Fittings	1	LS	\$ 1,400.00	\$ 1,400.00	\$ 5,125.00	\$ 5,125.00	\$ 3,000.00	\$ 3,000.00
10	24" HDPE Pipe	115	LinFt	\$ 53.00	\$ 6,095.00	\$ 39.00	\$ 4,370.00	\$ 54.00	\$ 6,210.00
11	30" HDPE Pipe	83	LinFt	\$ 68.00	\$ 5,644.00	\$ 53.00	\$ 4,399.00	\$ 72.00	\$ 5,976.00
85	48" HDPE Pipe	116	LinFt	\$ 95.00	\$ 11,020.00	\$ 128.00	\$ 14,848.00	\$ 140.00	\$ 16,240.00
65	36 x 58 Reinforced Concrete Arch Pipe	240	LinFt	\$ 193.00	\$ 46,320.00	\$ 257.00	\$ 61,580.00	\$ 315.00	\$ 75,600.00
67	45 x 73 Reinforced Concrete Arch Pipe	112	LinFt	\$ 300.00	\$ 33,600.00	\$ 390.00	\$ 43,680.00	\$ 475.00	\$ 53,200.00
13	Pipe Underdrains	40	LinFt	\$ 40.00	\$ 1,600.00	\$ 26.00	\$ 1,040.00	\$ 40.50	\$ 1,620.00
15	Minor Structure Concrete	41	CuYds	\$ 1,350.00	\$ 55,350.00	\$ 1,845.00	\$ 75,645.00	\$ 2,500.00	\$ 102,500.00
68	18" Concrete Curb & Gutter	923	LinFt	\$ 23.50	\$ 21,690.50	\$ 18.00	\$ 16,614.00	\$ 42.00	\$ 38,766.00
17	30" Concrete Curb & Gutter	1,228	LinFt	\$ 26.00	\$ 31,928.00	\$ 18.00	\$ 22,104.00	\$ 48.00	\$ 58,944.00
14	4" Schedule 40 PVC Pipe	172	LinFt	\$ 10.00	\$ 1,720.00	\$ 5.00	\$ 860.00	\$ 16.00	\$ 2,752.00
18	Concrete Sidewalk	685	SqYds	\$ 65.00	\$ 44,525.00	\$ 60.00	\$ 41,100.00	\$ 67.00	\$ 45,895.00
19	Stamped Concrete Ramps	57	SqYds	\$ 87.00	\$ 4,959.00	\$ 210.00	\$ 11,970.00	\$ 127.00	\$ 7,239.00
20	Grates and Grate Frames	3,600	Lbs	\$ 2.00	\$ 7,200.00	\$ 3.00	\$ 10,800.00	\$ 12.00	\$ 43,200.00
25	Erosion Control	0.40	Acre	\$ 5,000.00	\$ 2,000.00	\$ 5,670.00	\$ 2,668.00	\$ 3,500.00	\$ 1,400.00
27	Temporary Silt Fence	800	LinFt	\$ 3.50	\$ 2,800.00	\$ 3.00	\$ 2,400.00	\$ 15.00	\$ 12,000.00
28	Wattles	200	LinFt	\$ 8.00	\$ 1,600.00	\$ 10.00	\$ 2,000.00	\$ 35.00	\$ 7,000.00
69	Maintenance of Traffic	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 25,625.00	\$ 25,625.00	\$ 20,000.00	\$ 20,000.00
32	Thermoplastic Legend (4" Equivalent Length) (White)	97	LinFt	\$ 5.90	\$ 572.30	\$ 5.00	\$ 485.00	\$ 10.00	\$ 970.00
48	2" Conduit In Duct System	1232	LinFt	\$ 5.00	\$ 6,160.00	\$ 7.00	\$ 8,624.00	\$ 8.75	\$ 10,780.00
51	Trenching and Backfill for Lighting Conduits	1232	LinFt	\$ 5.00	\$ 6,160.00	\$ 13.00	\$ 16,016.00	\$ 15.00	\$ 18,480.00
52	1" Area Lighting Direct Burial Conduit	63	LinFt	\$ 2.50	\$ 157.50	\$ 4.00	\$ 252.00	\$ 5.00	\$ 315.00
53	Lighting Junction Box	19	Each	\$ 500.00	\$ 9,500.00	\$ 554.00	\$ 10,526.00	\$ 678.00	\$ 12,882.00
54	1" - 90 Degree Sweep, 18" Radius	19	Each	\$ 3.00	\$ 57.00	\$ 26.00	\$ 494.00	\$ 32.00	\$ 608.00
55	2" - 90 Degree Sweep, 48" Radius	39	Each	\$ 36.00	\$ 1,404.00	\$ 41.00	\$ 1,599.00	\$ 50.00	\$ 1,950.00
57	#6 Conductor	2652	LinFt	\$ 1.00	\$ 2,652.00	\$ 2.00	\$ 5,304.00	\$ 1.75	\$ 4,641.00
58	#12 Ground Wire	1232	LinFt	\$ 0.40	\$ 492.80	\$ 1.00	\$ 1,232.00	\$ 1.00	\$ 1,232.00
59	Installation of Street Light Poles	19	Each	\$ 6,800.00	\$ 129,200.00	\$ 4,468.00	\$ 84,892.00	\$ 5,700.00	\$ 108,300.00
87	Install 100 A Load Center Lighting Control w/Gutter	1	Each	\$ 1,500.00	\$ 1,500.00	\$ 1,723.00	\$ 1,723.00	\$ 3,000.00	\$ 3,000.00
90	Install Grounding for Lighting Service Structure	1	LS	\$ 300.00	\$ 300.00	\$ 183.00	\$ 183.00	\$ 220.00	\$ 220.00
91	Install Lighting Service Structure	1	Each	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	\$ 4,100.00	\$ 4,100.00
TOTAL ADDITIVE ALTERNATE 1					\$ 660,291.10		\$ 718,374.00		\$ 940,180.00
ADDITIVE ALTERNATE (1A)									
60	Geotextile Fabric	2560	SqYds	\$ 2.50	\$ 6,650.00	\$ 3.00	\$ 7,980.00	\$ 9.00	\$ 23,940.00
TOTAL ADDITIVE ALTERNATE (1A)					\$ 6,650.00		\$ 7,980.00		\$ 23,940.00

APPENDIX K

TABULATION OF BIDS
TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C
CITY OF TUPELO
CCE # 3-09244



March 5, 2018 at 10:00 A.M. CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 3				11768 Prairie Construction, LLC P.O. Box 1325 Tupelo, MS 38802		08794 Michael Pittman Construction Co. 509 Pinecrest Corinth, MS 38834		5993 Colom Construction Co., Inc. P.O. Box 414 Ripley, MS 38663	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ADDITIVE ALTERNATE (2)									
70	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00
71	Cleaning and Grubbing	1	LS	\$ 7,600.00	\$ 7,600.00	\$ 26,000.00	\$ 26,000.00	\$ 27,000.00	\$ 27,000.00
72	Removal of Obstructions	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 26,000.00	\$ 26,000.00	\$ 15,000.00	\$ 15,000.00
73	Site Earthwork	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 37,000.00	\$ 37,000.00	\$ 60,000.00	\$ 60,000.00
5	Crushed Limestone	938	CuYds	\$ 60.00	\$ 56,280.00	\$ 68.00	\$ 63,784.00	\$ 75.00	\$ 70,350.00
6	Hot Mix Asphalt, Type ST, 12.5mm	316	Tons	\$ 123.50	\$ 39,026.00	\$ 108.00	\$ 34,128.00	\$ 175.00	\$ 55,300.00
7	Hot Mix Asphalt, Type ST, 9.5mm	237	Tons	\$ 147.00	\$ 34,839.00	\$ 128.00	\$ 30,336.00	\$ 195.00	\$ 46,215.00
74	Fire Hydrant Abandonment	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 5,125.00	\$ 5,125.00	\$ 2,500.00	\$ 2,500.00
8	15" HDPE Pipe	16	LinFt	\$ 35.00	\$ 576.00	\$ 103.00	\$ 1,648.00	\$ 38.00	\$ 608.00
13	Pipe Underdrains	40	LinFt	\$ 40.00	\$ 1,600.00	\$ 26.00	\$ 1,040.00	\$ 40.50	\$ 1,620.00
14	4" Schedule 40 PVC Pipe	934	LinFt	\$ 10.00	\$ 9,340.00	\$ 5.00	\$ 4,670.00	\$ 16.00	\$ 14,944.00
15	Minor Structure Concrete	4.4	CuYds	\$ 1,350.00	\$ 5,940.00	\$ 1,865.00	\$ 8,208.00	\$ 2,500.00	\$ 11,000.00
17	30" Concrete Curb & Gutter	998	LinFt	\$ 26.00	\$ 25,948.00	\$ 18.00	\$ 17,964.00	\$ 48.00	\$ 47,904.00
18	Concrete Sidewalk	619	SqYds	\$ 65.00	\$ 40,235.00	\$ 60.00	\$ 37,140.00	\$ 67.00	\$ 41,473.00
21	Grates and Grate Frames	800	Lbs	\$ 2.00	\$ 1,600.00	\$ 3.00	\$ 2,400.00	\$ 12.00	\$ 9,600.00
23	Tree Grates	20	Each	\$ 1,350.00	\$ 27,000.00	\$ 820.00	\$ 16,400.00	\$ 1,774.00	\$ 35,480.00
25	Erosion Control	0.30	Acre	\$ 5,000.00	\$ 1,500.00	\$ 6,670.00	\$ 2,001.00	\$ 3,500.00	\$ 1,050.00
27	Temporary Silt Fence	600	LinFt	\$ 3.50	\$ 2,100.00	\$ 3.00	\$ 1,800.00	\$ 15.00	\$ 9,000.00
28	Wattles	200	LinFt	\$ 8.00	\$ 1,600.00	\$ 10.00	\$ 2,000.00	\$ 35.00	\$ 7,000.00
75	Maintenance of Traffic	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 26,000.00	\$ 26,000.00	\$ 25,000.00	\$ 25,000.00
30	Thermoplastic Detail Stripe (4" Equivalent Length) (White)	1,440	LinFt	\$ 9.50	\$ 13,680.00	\$ 9.00	\$ 12,960.00	\$ 10.00	\$ 14,400.00
32	Thermoplastic Legend (4" Equivalent Length) (White)	81	LinFt	\$ 5.90	\$ 477.90	\$ 5.00	\$ 405.00	\$ 10.00	\$ 810.00
48	2" Conduit in Duct System	1020	LinFt	\$ 5.00	\$ 5,100.00	\$ 7.00	\$ 7,140.00	\$ 8.75	\$ 8,925.00
50	2" Conduit Stub Plugs	2	Each	\$ 120.00	\$ 240.00	\$ 6.00	\$ 12.00	\$ 10.00	\$ 20.00
51	Trenching and Backfill for Lighting Conduits	1020	LinFt	\$ 5.00	\$ 5,100.00	\$ 13.00	\$ 13,260.00	\$ 15.00	\$ 15,300.00
52	1" Area Lighting Direct Burial Conduit	42	LinFt	\$ 2.50	\$ 105.00	\$ 4.00	\$ 168.00	\$ 5.00	\$ 210.00
53	Lighting Junction Box	12	Each	\$ 500.00	\$ 6,000.00	\$ 554.00	\$ 6,648.00	\$ 678.00	\$ 8,136.00
54	1" - 90 Degree Sweep, 18" Radius	12	Each	\$ 3.00	\$ 36.00	\$ 26.00	\$ 312.00	\$ 32.00	\$ 384.00
55	2" - 90 Degree Sweep, 48" Radius	24	Each	\$ 36.00	\$ 864.00	\$ 41.00	\$ 984.00	\$ 50.00	\$ 1,200.00
57	#6 Conductor	3132	LinFt	\$ 1.00	\$ 3,132.00	\$ 2.00	\$ 6,264.00	\$ 1.75	\$ 5,481.00
58	#12 Ground Wire	1020	LinFt	\$ 0.40	\$ 408.00	\$ 1.00	\$ 1,020.00	\$ 1.00	\$ 1,020.00
59	Installation of Street Light Poles	12	Each	\$ 6,800.00	\$ 81,600.00	\$ 4,468.00	\$ 53,616.00	\$ 5,700.00	\$ 68,400.00
TOTAL ADDITIVE ALTERNATE 2					\$ 444,426.90		\$ 471,431.00		\$ 815,330.00
ADDITIVE ALTERNATE (2A)									
60	Geotextile Fabric	2,900	SqYds	\$ 2.50	\$ 7,250.00	\$ 3.00	\$ 8,700.00	\$ 9.00	\$ 26,100.00
TOTAL ADDITIVE ALTERNATE (2A)					\$ 7,250.00		\$ 8,700.00		\$ 26,100.00

APPENDIX K

March 5, 2018 at 10:00 A.M. CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 3				11768 Prairie Construction, LLC P.O. Box 1325 Tupelo, MS 38802		38794 Michael Pittman Construction Co. 509 Pinecrest Corinth, MS 38834		5993 Calom Construction Co., Inc. P.O. Box 414 Ripley, MS 38663	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ADDITIVE ALTERNATE 4									
76	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 23,000.00	\$ 23,000.00	\$ 20,000.00	\$ 20,000.00
77	Clearing and Grubbing	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 16,000.00	\$ 16,000.00	\$ 27,000.00	\$ 27,000.00
78	Removal of Obstructions	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 16,000.00	\$ 16,000.00	\$ 12,000.00	\$ 12,000.00
79	Site Earthwork	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,250.00	\$ 10,250.00	\$ 50,000.00	\$ 50,000.00
5	Crushed Limestone	231	CuYds	\$ 60.00	\$ 13,860.00	\$ 66.00	\$ 15,246.00	\$ 75.00	\$ 17,325.00
6	Hot Mix Asphalt, Type ST, 12.5mm	110	Tons	\$ 123.50	\$ 13,585.00	\$ 108.00	\$ 11,880.00	\$ 175.00	\$ 19,250.00
7	Hot Mix Asphalt, Type ST, 9.5mm	83	Tons	\$ 147.00	\$ 12,201.00	\$ 128.00	\$ 10,624.00	\$ 195.00	\$ 16,185.00
16	24" Concrete Curb and Curb Gutter	516	LinFt	\$ 23.50	\$ 12,126.00	\$ 18.00	\$ 9,288.00	\$ 100.00	\$ 51,600.00
25	Erosion Control	0.10	Acre	\$ 5,000.00	\$ 500.00	\$ 8,200.00	\$ 820.00	\$ 3,500.00	\$ 350.00
27	Temporary Silt Fence	400	LinFt	\$ 3.50	\$ 1,400.00	\$ 3.00	\$ 1,200.00	\$ 15.00	\$ 6,000.00
28	Wattles	50	LinFt	\$ 8.00	\$ 400.00	\$ 10.00	\$ 500.00	\$ 35.00	\$ 1,750.00
60	Maintenance of Traffic	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 20,500.00	\$ 20,500.00	\$ 12,500.00	\$ 12,500.00
30	Thermoplastic Detail Stripe (4" Equivalent Length) (White)	521	LinFt	\$ 9.50	\$ 4,949.50	\$ 9.00	\$ 4,689.00	\$ 10.00	\$ 5,210.00
48	2" Conduit in Duct System	90	LinFt	\$ 5.00	\$ 450.00	\$ 7.00	\$ 630.00	\$ 8.75	\$ 787.50
51	Trenching and Backfill for Lighting Conduits	90	LinFt	\$ 5.00	\$ 450.00	\$ 13.00	\$ 1,170.00	\$ 15.00	\$ 1,350.00
52	1" Area Lighting Direct Burial Conduit	6	LinFt	\$ 2.50	\$ 15.00	\$ 4.00	\$ 24.00	\$ 5.00	\$ 30.00
53	Lighting Junction Box	2	Each	\$ 500.00	\$ 1,000.00	\$ 554.00	\$ 1,108.00	\$ 678.00	\$ 1,356.00
54	1" - 90 Degree Sweep, 18" Radius	2	Each	\$ 3.00	\$ 6.00	\$ 26.00	\$ 52.00	\$ 32.00	\$ 64.00
55	2" - 90 Degree Sweep, 48" Radius	4	Each	\$ 36.00	\$ 144.00	\$ 41.00	\$ 164.00	\$ 50.00	\$ 200.00
81	#8 Conductor	252	LinFt	\$ 0.40	\$ 100.80	\$ 1.00	\$ 252.00	\$ 2.50	\$ 630.00
58	#12 Ground Wire	126	LinFt	\$ 0.40	\$ 50.40	\$ 1.00	\$ 126.00	\$ 1.00	\$ 126.00
82	Removal and Relocation of Street Light Poles	2	Each	\$ 800.00	\$ 1,600.00	\$ 809.00	\$ 1,618.00	\$ 1,600.00	\$ 3,200.00
TOTAL ADDITIVE ALTERNATE 4					\$ 93,337.70	\$ 145,141.00	\$ 245,913.50		
ADDITIVE ALTERNATE (4A)									
60	Geotextile Fabric	980	SqYds	\$ 2.50	\$ 2,450.00	\$ 3.00	\$ 2,940.00	\$ 9.00	\$ 8,820.00
TOTAL ADDITIVE ALTERNATE (4A)					\$ 2,450.00	\$ 2,940.00	\$ 8,820.00		

APPENDIX K

At the special called meeting of 13 MAR 18, convened at 4:45 p.m., the following motion was passed by a vote of 6-0 with one member absent:

1) FIND THAT THAT THE CONSTRUCTION PROJECT BUDGET ESTIMATE AS SPECIFIED AND BID WAS \$2,317,502.40.

2) FIND THAT PRAIRIE CONSTRUCTION, LLC SUBMITTED THE LOWEST AND BEST BID IN THE AMOUNT OF \$2,496,270.70.

3) FIND THAT THE LOWEST AND BEST BID EXCEEDED THE CONSTRUCTION PROJECT BUDGET ESTIMATE BY 7.71%, BUT DID NOT EXCEED THE CONSTRUCTION PROJECT BUDGET ESTIMATE BY MORE THAN 10%.

4) FIND THAT MISS. CODE ANNO. §31-7-13(d)(iv) (1972 as amended) ALLOWS THE GOVERNING AUTHORITY TO NEGOTIATE WITH THE LOWEST BIDDER IN ORDER TO ENTER INTO A CONTRACT FOR AN AMOUNT NOT TO EXCEED THE FUNDS ALLOCATED.

5) AWARD THE CONTRACT TO PRAIRIE CONSTRUCTION, LLC AT THE NEGOTIATED PRICE OF \$2,064,496.52.

6) AUTHORIZE THE MAYOR TO ENTER THE CONTRACT SUBJECT TO RATIFICATION BY THE CITY COUNCIL.

ITEM NO.	ITEM DESCRIPTION BID	ITEM DESCRIPTION NEGOTIATED	UNIT	QUANTITY BID	UNIT PRICE BID	AMOUNT BID	QUANTITY NEGOTIATED	UNIT PRICE NEGOTIATED	AMOUNT NEGOTIATED	DIFFERENCE
BASE BID										
1	Mobilization	Mobilization	LS	1	\$ 70,000.00	\$ 70,000.00	1	\$ 70,000.00	\$ 70,000.00	\$ -
2	Clearing and Grubbing	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00	\$ -
3	Removal of Obstructions	Removal of Obstructions	LS	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ 40,000.00	\$ -
4	Site Earthwork	Site Earthwork	LS	1	\$ 75,000.00	\$ 75,000.00	1	\$ 75,000.00	\$ 75,000.00	\$ -
5	Crushed Limestone	Crushed Limestone	CuYds	1,880	\$ 80.00	\$ 112,800.00	1,568	\$ 80.00	\$ 94,080.00	\$ (18,720.00)
6	Hot Mix Asphalt, Type ST, 12.5mm	Hot Mix Asphalt, Type ST, 12.5mm	Tons	625	\$ 123.50	\$ 77,187.50	625	\$ 123.50	\$ 77,187.50	\$ -
7	Hot Mix Asphalt, Type ST, 9.5mm	Hot Mix Asphalt, Type ST, 9.5mm	Tons	475	\$ 147.00	\$ 69,825.00	475	\$ 147.00	\$ 69,825.00	\$ -
8	15" HDPE Pipe	15" HDPE Pipe	LinFt	8	\$ 38.00	\$ 288.00	8	\$ 35.88	\$ 285.44	\$ (2.56)
9	18" HDPE Pipe	18" HDPE Pipe	LinFt	248	\$ 45.00	\$ 11,160.00	248	\$ 44.56	\$ 11,050.88	\$ (109.12)
10	24" HDPE Pipe	24" HDPE Pipe	LinFt	401	\$ 53.00	\$ 21,263.00	401	\$ 52.50	\$ 21,052.50	\$ (200.50)
11	30" HDPE Pipe	30" HDPE Pipe	LinFt	633	\$ 88.00	\$ 43,044.00	633	\$ 87.26	\$ 42,575.58	\$ (468.42)
12	31 x 50 Reinforced Concrete Arch Pipe	31 x 50 Reinforced Concrete Arch Pipe	LinFt	99	\$ 160.00	\$ 15,840.00	99	\$ 160.00	\$ 15,840.00	\$ -
13	Pipe Underdrains	Pipe Underdrains	LinFt	40	\$ 40.00	\$ 1,600.00	40	\$ 40.00	\$ 1,600.00	\$ -
14	4" Schedule 40 PVC Pipe	4" Schedule 40 PVC Pipe	LinFt	1,388	\$ 10.00	\$ 13,880.00	1,388	\$ 10.00	\$ 13,880.00	\$ -
15	Minor Structure Concrete	Minor Structure Concrete	CuYds	45	\$ 1,350.00	\$ 60,750.00	19	\$ 1,350.00	\$ 25,650.00	\$ (35,100.00)
15A		Nyloplast Inlets	Each			\$ -	16	\$ 2,220.00	\$ 35,520.00	\$ 35,520.00
16	24" Concrete Curb & Gutter	24" Concrete Curb & Gutter	LinFt	40	\$ 23.50	\$ 940.00	40	\$ 23.50	\$ 940.00	\$ -
17	30" Concrete Curb & Gutter	30" Concrete Curb & Gutter	LinFt	2,792	\$ 28.00	\$ 72,592.00	2,792	\$ 28.00	\$ 72,592.00	\$ -
18	Concrete Sidewalk	Concrete Sidewalk	SqYds	1,290	\$ 65.00	\$ 83,850.00	1,290	\$ 60.00	\$ 77,400.00	\$ (6,450.00)
19	Stamped Concrete Ramps	Stamped Concrete Ramps	SqYds	448	\$ 87.00	\$ 38,802.00	448	\$ 67.08	\$ 29,908.76	\$ (8,893.24)
20	Concrete Driveways	Concrete Driveways	SqYds	169	\$ 88.00	\$ 11,492.00	169	\$ 88.00	\$ 11,492.00	\$ -
21	Grates and Grate Frames	Grates and Grate Frames	Lbs	8,200	\$ 2.00	\$ 16,400.00	2,649	\$ 2.00	\$ 5,298.00	\$ (11,102.00)
22	Inlet Modification	Inlet Modification	Each	4	\$ 1,800.00	\$ 7,200.00	4	\$ 1,800.00	\$ 7,200.00	\$ -
23	Tree Grates	Tree Grates	Each	29	\$ 1,350.00	\$ 39,150.00	29	\$ 1,350.00	\$ 39,150.00	\$ -
24	Removable Bollards	Removable Bollards	Each	6	\$ 1,400.00	\$ 8,400.00	6	\$ 1,400.00	\$ 8,400.00	\$ -
25	Erosion Control	Erosion Control	Acre	0.30	\$ 5,000.00	\$ 1,500.00	0.30	\$ 5,000.00	\$ 1,500.00	\$ -
26	Solid Sodding	Solid Sodding	SqYds	100	\$ 5.00	\$ 500.00	100	\$ 5.00	\$ 500.00	\$ -
27	Temporary Silt Fence	Temporary Silt Fence	LinFt	800	\$ 3.50	\$ 2,800.00	700	\$ 3.50	\$ 2,450.00	\$ (350.00)
28	Wattles	Wattles	LinFt	200	\$ 8.00	\$ 1,600.00	200	\$ 8.00	\$ 1,600.00	\$ -
29	Maintenance of Traffic	Maintenance of Traffic	LS	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00	\$ 6,500.00	\$ -
30	Thermoplastic Detail Stripe (4" Equivalent Length)	Thermoplastic Detail Stripe (4" Eq Length) (White)	LinFt	1,386	\$ 9.50	\$ 12,866.00	1,388	\$ 3.00	\$ 4,104.00	\$ (8,892.00)
31	Thermoplastic Detail Stripe (4" Equivalent Length) (Blue)	Thermoplastic Detail Stripe (4" Eq Length) (Blue)	LinFt	388	\$ 9.50	\$ 3,498.00	388	\$ 3.00	\$ 1,104.00	\$ (2,392.00)
32	Thermoplastic Legend (4" Equivalent Length) (White)	Thermoplastic Legend (4" Equiv Length) (White)	LinFt	988	\$ 5.90	\$ 5,711.20	988	\$ 3.00	\$ 2,904.00	\$ (2,807.20)
33	Thermoplastic Legend (4" Equivalent Length) (Blue)	Thermoplastic Legend (4" Equiv Length) (Blue)	LinFt	104	\$ 38.00	\$ 3,744.00	104	\$ 4.00	\$ 418.00	\$ (3,326.00)
34	Masonry Cells	Masonry Cells	LS	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	\$ 12,000.00	\$ -
35	Concrete Cell Floor	Concrete Cell Floor	SqYds	30	\$ 200.00	\$ 6,000.00	30	\$ 200.00	\$ 6,000.00	\$ -
36	Double Gate	Double Gate	Each	2	\$ 7,000.00	\$ 14,000.00	2	\$ 7,000.00	\$ 14,000.00	\$ -
37	Single Gate	Single Gate	Each	2	\$ 2,900.00	\$ 5,800.00	2	\$ 2,900.00	\$ 5,800.00	\$ -
38	Permanent Bollards	Permanent Bollards	Each	7	\$ 1,000.00	\$ 7,000.00	7	\$ 1,000.00	\$ 7,000.00	\$ -
39	Fire Hydrant Relocation, Complete with Pipe and Fittings	Fire Hydrant Relocation, Complete with Pipes and Fittings	LS	1	\$ 1,400.00	\$ 1,400.00	1	\$ 1,400.00	\$ 1,400.00	\$ -
40	8" DIP Water Line	8" DIP Water Line	LinFt	240	\$ 55.50	\$ 13,320.00	240	\$ 55.50	\$ 13,320.00	\$ -
41	6" DIP Water Line	6" DIP Water Line	LinFt	75	\$ 50.00	\$ 3,750.00	75	\$ 50.00	\$ 3,750.00	\$ -
42	DIP Fittings	DIP Fittings	Lbs	350	\$ 8.00	\$ 2,800.00	350	\$ 8.00	\$ 2,800.00	\$ -
43	8" Machine Tap	8" Machine Tap	Each	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00	\$ -
44	2" New Water Meter Arrangement	2" New Water Meter Arrangement	Each	1	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	\$ 1,600.00	\$ -
45	3/4" New Water Meter Arrangement	3/4" New Water Meter Arrangement	Each	4	\$ 400.00	\$ 1,600.00	4	\$ 400.00	\$ 1,600.00	\$ -
46	2" Copper Service Line	2" Copper Service Line	LinFt	75	\$ 30.00	\$ 2,250.00	75	\$ 30.00	\$ 2,250.00	\$ -
47	3/4" Copper Service Line	3/4" Copper Service Line	LinFt	200	\$ 18.50	\$ 3,700.00	200	\$ 18.50	\$ 3,700.00	\$ -
48	2" Conduit in Duct System	2" Conduit in Duct System	LinFt	2864	\$ 5.00	\$ 14,320.00	2864	\$ 5.00	\$ 14,320.00	\$ -
49	1" Conduit Stub Plugs	1" Conduit Stub Plugs	Each	2	\$ 80.00	\$ 120.00	2	\$ 80.00	\$ 120.00	\$ -
50	2" Conduit Stub Plugs	2" Conduit Stub Plugs	Each	14	\$ 120.00	\$ 1,680.00	14	\$ 120.00	\$ 1,680.00	\$ -
51	Trenching and Backfill for Lighting Conduits	Trenching and Backfill for Lighting Conduits	LinFt	1657	\$ 5.00	\$ 8,335.00	1667	\$ 5.00	\$ 8,335.00	\$ -
52	1" Area Lighting Direct Burial Conduit	1" Area Lighting Direct Burial Conduit	LinFt	89	\$ 2.50	\$ 222.50	89	\$ 2.50	\$ 222.50	\$ -
53	Lighting Junction Box	Lighting Junction Box	Each	28	\$ 500.00	\$ 14,000.00	28	\$ 500.00	\$ 14,000.00	\$ -
54	1" - 90 Degree Sweep, 18" Radius	1" - 90 Degree Sweep, 18" Radius	Each	23	\$ 3.00	\$ 69.00	23	\$ 3.00	\$ 69.00	\$ -
55	2" - 90 Degree Sweep, 48" Radius	2" - 90 Degree Sweep, 48" Radius	Each	72	\$ 36.00	\$ 2,592.00	72	\$ 36.00	\$ 2,592.00	\$ -
56	2" - 90 Degree Sweep, 48" Radius Steel	2" - 90 Degree Sweep, 48" Radius Steel	Each	12	\$ 130.00	\$ 1,560.00	12	\$ 130.00	\$ 1,560.00	\$ -

APPENDIX K

57	#6 Conductor	#8 Conductor	LinFt	5014	\$ 1.00	\$ 5,014.00	5014	\$ 1.00	\$ 5,014.00	\$ -
58	#12 Ground Wire	#12 Ground Wire	LinFt	1667	\$ 0.40	\$ 666.80	1667	\$ 0.40	\$ 666.80	\$ -
59	Installation of Street Light Poles	Installation of Street Light Poles	Each	23	\$ 6,800.00	\$ 156,400.00	23	\$ 6,800.00	\$ 156,400.00	\$ -
83	4" Conduit in Duct System	4" Conduit in Duct System	LinFt	1180	\$ 12.00	\$ 14,160.00	1180	\$ 12.00	\$ 14,160.00	\$ -
84	4" - 90 Degree Sweep, 48" Radius Street	4" - 90 Degree Sweep, 48" Radius Street	Each	30	\$ 411.00	\$ 12,330.00	30	\$ 411.00	\$ 12,330.00	\$ -
85	Install 200 A, 3 Phase, Meter Base	Install 200 A, 3 Phase, Meter Base	Each	1	\$ 300.00	\$ 300.00	1	\$ 300.00	\$ 300.00	\$ -
86	Install 120/208 V, 200 AMP, 3 Phase Power Panel	Install 120/208 V, 200 AMP, 3 Phase Power Panel	Each	1	\$ 1,100.00	\$ 1,100.00	1	\$ 1,100.00	\$ 1,100.00	\$ -
87	Install 100 A Load Center Lighting Control w/Gutter	Install 100 A Load Center Lighting Control w/Gutter	Each	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	\$ -
86	Install 30" x 48" Pull Box, 20K Rated, Labor Only	Install 30" x 48" Pull Box, 20K Rated, Labor Only	Each	3	\$ 1,000.00	\$ 3,000.00	3	\$ 1,000.00	\$ 3,000.00	\$ -
89	Install Ground Grid, Transformer Cell Area	Install Ground Grid, Transformer Cell Area	LS	1	\$ 6,400.00	\$ 6,400.00	1	\$ 6,400.00	\$ 6,400.00	\$ -
80	Geotextile Fabric	Geotextile Fabric	SqYds	5430	\$ 2.50	\$ 13,575.00	5430	\$ 2.50	\$ 13,575.00	\$ -
TOTAL BASE BID						\$ 1,281,865.00		\$ 1,218,589.96	\$ (63,295.04)	

APPENDIX K

ITEM NO.	ITEM DESCRIPTION BID	ITEM DESCRIPTION NEGOTIATED	UNIT	QUANTITY BID	UNIT PRICE BID	AMOUNT BID	QUANTITY NEGOTIATED	UNIT PRICE NEGOTIATED	AMOUNT NEGOTIATED	DIFFERENCE
ADDITIVE ALTERNATE I										
81	Mobilization	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00	\$ 30,000.00	\$ -
82	Clearing and Grubbing	Clearing and Grubbing	LS	1	\$ 13,000.00	\$ 13,000.00	1	\$ 13,000.00	\$ 13,000.00	\$ -
83	Removal of Obstructions	Removal of Obstructions	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	\$ -
84	Site Earthwork	Site Earthwork	LS	1	\$ 50,000.00	\$ 50,000.00	1	\$ 50,000.00	\$ 50,000.00	\$ -
5	Crushed Limestone	Crushed Limestone	CuYds	889	\$ 60.00	\$ 53,340.00	735	\$ 60.00	\$ 44,100.00	\$ (9,240.00)
6	Hot Mix Asphalt, Type ST, 12.5mm	Hot Mix Asphalt, Type ST, 12.5mm	Tons	282	\$ 123.50	\$ 34,827.00	282	\$ 123.50	\$ 34,827.00	\$ -
7	Hot Mix Asphalt, Type ST, 9.5mm	Hot Mix Asphalt, Type ST, 9.5mm	Tons	211	\$ 147.00	\$ 31,017.00	211	\$ 147.00	\$ 31,017.00	\$ -
39	Fire Hydrant Relocation, Complete with Pipe Fittings	Fire Hydrant Relocation, Complete with Pipe Fittings	LS	1	\$ 1,400.00	\$ 1,400.00	1	\$ 1,400.00	\$ 1,400.00	\$ -
10	24" HDPE Pipe	24" HDPE Pipe	LinFt	115	\$ 53.00	\$ 6,095.00	115	\$ 52.50	\$ 6,037.50	\$ (57.50)
11	30" HDPE Pipe	30" HDPE Pipe	LinFt	83	\$ 68.00	\$ 5,644.00	83	\$ 67.26	\$ 5,582.98	\$ (61.42)
85	48" HDPE Pipe	48" HDPE Pipe	LinFt	116	\$ 95.00	\$ 11,020.00	116	\$ 92.90	\$ 10,778.40	\$ (243.60)
86	36 x 58 Reinforced Concrete Arch Pipe	36 x 58 Reinforced Concrete Arch Pipe	LinFt	240	\$ 193.00	\$ 46,320.00	240	\$ 193.00	\$ 46,320.00	\$ -
87	45 x 73 Reinforced Concrete Arch Pipe	45 x 73 Reinforced Concrete Arch Pipe	LinFt	112	\$ 300.00	\$ 33,600.00	112	\$ 300.00	\$ 33,600.00	\$ -
13	Pipe Underdrains	Pipe Underdrains	LinFt	40	\$ 40.00	\$ 1,600.00	40	\$ 40.00	\$ 1,600.00	\$ -
15A		Nyloplast Inlets	Each		\$ 2,220.00	\$ -	3	\$ 2,220.00	\$ 6,660.00	\$ 6,660.00
15	Minor Structure Concrete	Minor Structure Concrete	CuYds	41	\$ 1,350.00	\$ 55,950.00	33	\$ 1,350.00	\$ 44,550.00	\$ (10,800.00)

66	18" Concrete Curb & Gutter	18" Concrete Curb & Gutter	LinFt	923	\$ 23.50	\$ 21,690.50	923	\$ 23.50	\$ 21,690.50	\$ -
17	30" Concrete Curb & Gutter	30" Concrete Curb & Gutter	LinFt	1,228	\$ 26.00	\$ 31,928.00	1,228	\$ 26.00	\$ 31,928.00	\$ -
14	4" Schedule 40 PVC Pipe	4" Schedule 40 PVC Pipe	LinFt	172	\$ 10.00	\$ 1,720.00	172	\$ 10.00	\$ 1,720.00	\$ -
18	Concrete Sidewalk	Concrete Sidewalk	SqYds	662	\$ 65.00	\$ 44,525.00	0	\$ 65.00	\$ -	\$ (44,525.00)
19	Stamped Concrete Ramps	Stamped Concrete Ramps	SqYds	57	\$ 87.00	\$ 4,959.00	0	\$ 87.00	\$ -	\$ (4,959.00)
20	Grates and Grate Frames	Grates and Grate Frames	Lbs	3,600	\$ 2.00	\$ 7,200.00	2,105	\$ 2.00	\$ 4,210.00	\$ (2,990.00)
25	Erosion Control	Erosion Control	Acre	0.40	\$ 5,000.00	\$ 2,000.00	0.40	\$ 5,000.00	\$ 2,000.00	\$ -
27	Temporary Silt Fence	Temporary Silt Fence	LinFt	800	\$ 3.50	\$ 2,800.00	800	\$ 3.50	\$ 2,800.00	\$ -
28	Wattles	Wattles	LinFt	200	\$ 8.00	\$ 1,600.00	200	\$ 8.00	\$ 1,600.00	\$ -
69	Maintenance of Traffic	Maintenance of Traffic	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00	\$ -
32	Thermoplastic Legend (4" Equivalent Length) (White)	Thermoplastic Legend (4" Equivalent Length) (White)	LinFt	97	\$ 3.00	\$ 291.00	97	\$ 3.00	\$ 291.00	\$ (281.30)
48	2" Conduit in Duct System	2" Conduit in Duct System	LinFt	1232	\$ 5.00	\$ 6,160.00	1232	\$ 5.00	\$ 6,160.00	\$ -
51	Trenching and Backfill for Lighting Conduits	Trenching and Backfill for Lighting Conduits	LinFt	1232	\$ 5.00	\$ 6,160.00	1232	\$ 5.00	\$ 6,160.00	\$ -
52	1" Area Lighting Direct Burial Conduit	1" Area Lighting Direct Burial Conduit	LinFt	63	\$ 2.50	\$ 157.50	63	\$ 2.50	\$ 157.50	\$ -
63	Lighting Junction Box	Lighting Junction Box	Each	19	\$ 500.00	\$ 9,500.00	19	\$ 500.00	\$ 9,500.00	\$ -
54	1" - 90 Degree Sweep, 18" Radius	1" - 90 Degree Sweep, 18" Radius	Each	19	\$ 3.00	\$ 57.00	19	\$ 3.00	\$ 57.00	\$ -
55	2" - 90 Degree Sweep, 48" Radius	2" - 90 Degree Sweep, 48" Radius	Each	39	\$ 36.00	\$ 1,404.00	39	\$ 36.00	\$ 1,404.00	\$ -
57	#8 Conductor	#8 Conductor	LinFt	2652	\$ 1.00	\$ 2,652.00	2652	\$ 1.00	\$ 2,652.00	\$ -
58	#12 Ground Wire	#12 Ground Wire	LinFt	1232	\$ 0.40	\$ 492.80	1232	\$ 0.40	\$ 492.80	\$ -
59	Installation of Street Light Poles	Installation of Street Light Poles	Each	19	\$ 6,800.00	\$ 129,200.00	0	\$ 6,800.00	\$ -	\$ (129,200.00)
87	Install 100 A Load Center Lighting Control w/Gutter	Install 100 A Load Center Lighting Control w/Gutter	Each	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	\$ -
90	Install Grounding for Lighting Service Structure	Install Grounding for Lighting Service Structure	LS	1	\$ 300.00	\$ 300.00	1	\$ 300.00	\$ 300.00	\$ -
91	Install Lighting Service Structure	Install Lighting Service Structure	Each	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	\$ -
60	Geotextile Fabric	Geotextile Fabric	SqYds	2,360	\$ 2.50	\$ 5,900.00	2,360	\$ 2.50	\$ 5,900.00	\$ -
TOTAL ADDITIVE ALTERNATE 1						\$ 669,941.10			\$ 471,243.28	\$ (198,697.82)

APPENDIX K

ITEM NO.	ITEM DESCRIPTION BID	ITEM DESCRIPTION NEGOTIATED	UNIT	QUANTITY BID	UNIT PRICE BID	AMOUNT BID	QUANTITY NEGOTIATED	UNIT PRICE NEGOTIATED	AMOUNT NEGOTIATED	DIFFERENCE
ADDITIVE ALTERNATE 2										
70	Mobilization	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00	\$ 25,000.00	\$ -
71	Clearing and Grubbing	Clearing and Grubbing	LS	1	\$ 7,600.00	\$ 7,600.00	1	\$ 7,600.00	\$ 7,600.00	\$ -
72	Removal of Obstructions	Removal of Obstructions	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	\$ -
73	Site Earthwork	Site Earthwork	LS	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ 40,000.00	\$ -
5	Crushed Limestone	Crushed Limestone	CuYds	898	\$ 80.00	\$ 58,280.00	807	\$ 80.00	\$ 48,420.00	\$ (7,860.00)
6	Hot Mix Asphalt, Type ST, 12.5mm	Hot Mix Asphalt, Type ST, 12.5mm	Tons	316	\$ 123.50	\$ 39,028.00	316	\$ 123.50	\$ 39,028.00	\$ -
7	Hot Mix Asphalt, Type ST, 9.5mm	Hot Mix Asphalt, Type ST, 9.5mm	Tons	237	\$ 147.00	\$ 34,839.00	237	\$ 147.00	\$ 34,839.00	\$ -
74	Fire Hydrant Abandonment	Fire Hydrant Abandonment	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00	\$ -
8	15" HDPE Pipe	15" HDPE Pipe	LinFt	16	\$ 38.00	\$ 578.00	18	\$ 35.88	\$ 578.88	\$ (5.12)
13	Pipe Underdrains	Pipe Underdrains	LinFt	40	\$ 40.00	\$ 1,600.00	40	\$ 40.00	\$ 1,600.00	\$ -
14	4" Schedule 40 PVC Pipe	4" Schedule 40 PVC Pipe	LinFt	934	\$ 10.00	\$ 9,340.00	934	\$ 10.00	\$ 9,340.00	\$ -
15A	Nyloplast Inlets	Nyloplast Inlets	Each	2	\$ 2,220.00	\$ -	2	\$ 2,220.00	\$ 4,440.00	\$ 4,440.00
15	Minor Structure Concrete	Minor Structure Concrete	CuYds	3.4	\$ 1,350.00	\$ 5,940.00	0.0	\$ 1,350.00	\$ -	\$ (5,940.00)
17	30" Concrete Curb & Gutter	30" Concrete Curb & Gutter	LinFt	998	\$ 26.00	\$ 25,948.00	998	\$ 26.00	\$ 25,948.00	\$ -
18	Concrete Sidewalk	Concrete Sidewalk	SqYds	619	\$ 65.00	\$ 40,235.00	0	\$ 65.00	\$ -	\$ (40,235.00)
21	Grates and Grate Frames	Grates and Grate Frames	Lbs	600	\$ 2.00	\$ 1,600.00	0	\$ 2.00	\$ -	\$ (1,600.00)
23	Tree Grates	Tree Grates	Each	20	\$ 1,350.00	\$ 27,000.00	0	\$ 1,350.00	\$ -	\$ (27,000.00)
25	Erosion Control	Erosion Control	Acre	0.30	\$ 5,000.00	\$ 1,500.00	0.30	\$ 5,000.00	\$ 1,500.00	\$ -
27	Temporary Silt Fence	Temporary Silt Fence	LinFt	800	\$ 3.50	\$ 2,100.00	800	\$ 3.50	\$ 2,100.00	\$ -
28	Wattles	Wattles	LinFt	200	\$ 8.00	\$ 1,600.00	200	\$ 8.00	\$ 1,600.00	\$ -
76	Maintenance of Traffic	Maintenance of Traffic	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	\$ -
30	Thermoplastic Detail Stripe (4" Equiv Length) (White)	Thermoplastic Detail Stripe (4" Equiv Length) (White)	LinFt	1,440	\$ 9.50	\$ 13,680.00	1,440	\$ 3.00	\$ 4,320.00	\$ (9,360.00)
32	Thermoplastic Legend (4" Equivalent Length) (White)	Thermoplastic Legend (4" Equivalent Length) (White)	LinFt	81	\$ 5.90	\$ 477.90	81	\$ 3.00	\$ 243.00	\$ (234.90)
48	2" Conduit in Duct System	2" Conduit in Duct System	LinFt	1020	\$ 5.00	\$ 5,100.00	1020	\$ 5.00	\$ 5,100.00	\$ -
50	2" Conduit Stub Plugs	2" Conduit Stub Plugs	Each	2	\$ 120.00	\$ 240.00	2	\$ 120.00	\$ 240.00	\$ -
51	Trenching and Backfill for Lighting Conduits	Trenching and Backfill for Lighting Conduits	LinFt	1020	\$ 5.00	\$ 5,100.00	1020	\$ 5.00	\$ 5,100.00	\$ -

NOTICE OF AWARD

DATE: March 14, 2018

TO: PRAIRIE CONSTRUCTION, LLC.
P.O. BOX 1325
TUPELO, MS 38802

PROJECT DESCRIPTION: TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C

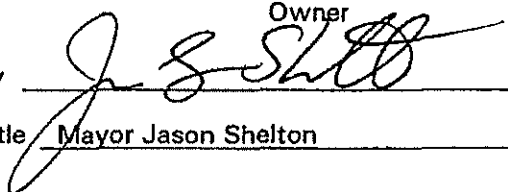
The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 5, 2018.

You are hereby notified that your BID has been accepted for items in the amount of \$ 2,064,496.52.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 14th day of March 2018.

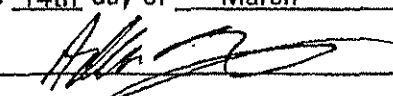
CITY OF TUPELO
Owner
By 
Title Mayor Jason Shelton

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By PRAIRIE CONSTRUCTION, LLC.

This 14th day of March, 2018.

By 

Title Allen Tatum, Vice-President

09244 00 51 00 Notice of Award

2017.10.26 Page 1 of 1

CONTRACT AGREEMENT

This Agreement, made this the 14th day of March, 2018, by and between PRAIRIE CONSTRUCTION, LLC., hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated November 3, 2017 and Construction Plans entitled TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C Sheets 1 through 38, dated November 3, 2017, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of Two Million, Sixty-Four Thousand, Four Hundred and Ninety-Six 52/100 Dollars (~~\$2,064,496.52~~) being the amount of the accepted proposal for TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 160 consecutive calendar days from and including the starting date stated in said notice unless this period is

09244 00 52 13 Agreement

2017.1.31 Page 1 of 3

extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$800.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

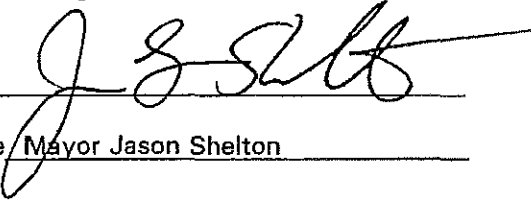
Article 7. GENERAL CONDITIONS


The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.


OWNER: CITY OF TUPELO

CONTRACTOR: PRAIRIE CONSTRUCTION, LLC.

By 
Title Mayor Jason Shelton

By 
Title Allen Tatum, Vice-President

ATTEST: 
Title Kim Hanna, Finance Director

ATTEST: 
Title Morgan Whitfield, Member

NOTICE TO PROCEED

TO: PRAIRIE CONSTRUCTION, LLC.
P.O. BOX 1325, TUPELO, MS 38802

DATE: 3-26-18

Project: TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C

You are hereby notified to commence WORK in accordance with the Agreement dated March 14, 2018, on or before Apr. 2, 2018, and you are to complete the WORK within 160 consecutive calendar days thereafter. The date of completion of all WORK is therefore Sept 8, 2018.

CITY OF TUPELO

Owner

By J. S. Shelton

Title Mayor Jason Shelton

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By PRAIRIE CONSTRUCTION, LLC.

this 26 day of MARCH, 2018.

By Allen Tatum

Title Allen Tatum, Vice-President

Bond Number: 2262635

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

PRAIRIE CONSTRUCTION, LLC.

(Name of Contractor)

P.O. BOX 1325, TUPELO, MS 38802

(Address of Contractor)

a Limited Liability Company

, hereinafter called (Corporation, Partnership, or Individual)

Principal, and North American Specialty Insurance Company

(Name of Surety)

5200 Metcalf OPN111, Overland Park, KS 66202

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO

(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804

(Address of Owner)

hereinafter called OWNER, in the penal sum of Two Million, Sixty-Four Thousand, Four Hundred and Ninety-Six 52/100 Dollars (\$2,064,496.52) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 14th day of March, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C

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

09244

00 61 13-13

Performance Bond

2017.10.26

Page 1 of 2

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

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

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each (Number) one of which shall be deemed an original, this the 14th day of March, 2018.

ATTEST:

[Signature]
(Principal) Secretary Morgan Whitfield, Member

PRAIRIE CONSTRUCTION, LLC.
Principal
BY [Signature]
Allen Tatum, Vice-President

(SEAL) _____

P.O. BOX 1325, TUPELO, MS 38802
(Address)

ATTEST:

(SEAL) [Signature]
(Witness to Surety) Wes Price

North American Specialty Insurance Company
(Surety)

BY [Signature]
Attorney-in-Fact Brody Eric Buckley/Resident MS Agent



P.O. Box 1490
(Address)

Fisher Brown Bottrell Insurance, Inc.
(Address)

Jackson, MS 39215-1490

P.O. Box 1490, Jackson, MS 39215-1490

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

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

09244

00 61 13-13

Performance Bond

2017.10.26

Page 2 of 2

Bond Number: 2262835

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

PRAIRIE CONSTRUCTION, LLC.

(Name of Contractor)

P.O. BOX 1325, TUPELO, MS 38802

(Address of Contractor)

a Limited Liability Company

, hereinafter called (Corporation, Partnership, or Individual)

Principal, and North American Specialty Insurance Company

(Name of Surety)

5200 Metcalf OPN111, Overland Park, KS 66202

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO

(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804

(Address of Owner)

hereinafter called OWNER, in the penal sum of Two Million, Sixty-Four Thousand, Four Hundred and Ninety-Six 52/100 Dollars (\$ 2,064,496.52) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 14th day of March, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

TUPELO FAIRGROUNDS REDEVELOPMENT PHASE 3C

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

09244

00 61 13-16

Payment Bond

2017.10.26

Page 1 of 2

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

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

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each (Number) one of which shall be deemed an original, this the 14th day of March, 2018.

ATTEST:

[Signature]
(Principal) Secretary Morgan Whitfield, Member

PRAIRIE CONSTRUCTION, LLC.
Principal
BY [Signature]
Allen Tatum, Vice-President

(SEAL) _____

P.O. BOX 1325, TUPELO, MS 38802
(Address)

ATTEST:

(SEAL) [Signature]
(Witness to Surety) Wes Price

North American Specialty Insurance Company
(Surety)

BY [Signature]
Attorney-in-Fact Brody Eric Buckley/Resident MS Agent



P.O. Box 1490
(Address)

Fisher Brown Bottrell Insurance, Inc.
(Address)

Jackson, MS 39215-1490

P.O. Box 1490, Jackson, MS 39215-1490

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

TRINA COBB, PEGGY L. JACKSON, BRODY ERIC BUCKLEY, ANGELA BULLIE, JERRY G. VEAZEY, JR.,
JIM A. ARMSTRONG, JERRY EUGENE HORNER, JR., JASON J. YOUNG, STEPHEN WESLEY PRICE, JR. AND AMANDA JEAN CHARFAUROS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of January, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of January, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

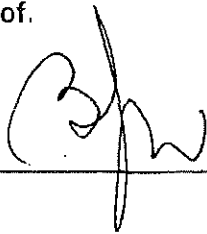
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 2018.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, BEN LOGAN, the duly authorized and acting legal representative of the CITY OF TUPELO, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.



msb 1384

Date: 22 MAR 18

INDEX TO GENERAL CONDITIONS

<u>Article</u>	<u>Title</u>
1	Definitions
2	Preliminary Matters
3	Correlation, Interpretation and Intent of Contract Documents
4	Availability of Lands and Subsurface Conditions
5	Bonds and Insurance
6	Contractor's Responsibilities
7	Work by Others
8	Owner's Responsibilities
9	Engineer's Status During Construction
10	Changes in the Work
11	Change of Contract Price
12	Change of the Contract Time
13	Guaranty
14	Payments and Completion
15	Suspension of Work and Termination
16	Miscellaneous
17	Arbitration

Contract Price: The total moneys payable to the Contractor under the Contract Documents.

Contract Time: The number of calendar or working days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the Contract Documents on behalf of the Owner's governing body.

Contractor: The person, firm or corporation with whom the Owner has executed the Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The construction plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

Engineer: The person, firm or corporation named as such in the Contract Documents.

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the Engineer in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the Engineer pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

Notice to Proceed: A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.

Owner: The public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Project: The entire construction to be performed as provided in the Contract Documents.

Project Representative: An authorized representative of the Engineer assigned to observe the Work performed and materials furnished by the Contractor or such other person as may be appointed by the Owner as his representative.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Shop Drawings: All drawings, diagrams, illustrations, brochures, performance charts, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the Owner under this Contract shall be delivered to the Owner through the Engineer.

ARTICLE 2 - PRELIMINARY MATTERS

Award:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the Owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed. The Owner reserves the right to reject the Bid of any Bidder who does not pass such investigation to the Owner's satisfaction. In analyzing Bids, the Owner may take into consideration alternates and unit prices, if requested by the Bid forms.

Execution of Agreement:

2.2 At least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by Contractor to the Owner within 15 days of receipt by the Contractor.

Forfeiture of Bid Security:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.2 shall be just cause for the Owner to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representations:

2.4 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, easements and rights-of-way obtained, adjacent properties upon which easements have not been obtained, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied the Drawings and Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with

person or organization on such list. The failure of the Owner or the Engineer to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Owner or the Engineer to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

2.11 If, prior to the Notice of Award, the Owner or the Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low Bidder may, prior to Notice of Award may submit an acceptable substitute without an increase in his Bid price.

ARTICLE 3: CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Engineer and Owner through the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to Engineer's attention in writing at once and before proceeding with the Work affected thereby. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Addenda, General Specifications, Item (Technical) Specifications, Drawings, Information for Bidders, Supplemental General Conditions, and General Conditions.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

3.4 Miscellaneous items and accessories which are not mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The Owner will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered from an investigation of the site. Failure by the Contractor to acquaint himself with the project site will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

ARTICLE 5 - BONDS AND INSURANCE

Bonds:

5.1 The Contractor shall within 15 days after the receipt of the Notice of Award furnish the Owner with a performance bond and payment bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall, within 15 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments of the Contract price shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.6 Stored Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

6.7 Inspection and testing of all materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

6.7.1 The Owner shall provide all inspection and testing services not required by the Contract Documents. The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

6.7.2 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give them timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

6.7.3 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

6.8 Plans are drawn and the Specifications are written naming certain brands of specialized equipment or products. Brand names so cited are cited for the purpose of establishing the quality desired.

6.8.1 The brands of items of equipment listed in these specifications are hereby designated to be the basic brands. Bidders shall submit a price for furnishing and installing the lowest quoted basic brand or approved alternate brand of each major product or equipment items in the base bid.

6.8.2 As the Owner is interested in obtaining the lowest practical cost and encouraging competition, a price may be offered based on any alternate brand which the bidder determines to be equal to the basic brand. Bidder shall clearly identify the alternate brand for each item proposed as an equal for the basic brand item on the Bid Form. The Owner will approve alternate brands offered by the Bidder provided the alternate item is determined by the Owner to be equal to the basic item specified. If no basic or alternate brands are identified then the bid is presumed to be based on the basic brands.

5.5.2 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Commercial Automobile Insurance which shall include coverage for all owned, non-owned and hired vehicles.

Combined Single Limit \$1,000,000 Each Accident

5.5.3 UMBRELLA LIABILITY INSURANCE

Umbrella Liability Insurance with limits of at least \$1,000,000 per occurrence for bodily injury or property damage in excess of the limits afforded for Commercial General Liability, Commercial Automobile Liability and Employer's Liability.

5.5.4 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Contractor agrees to comply with Worker's Compensation laws of the state where the Work is performed and maintain a Worker's Compensation and Employer's Liability policy which shall cover all of Contractor's employees engaged in the Work. This policy shall be endorsed to provide: Other states endorsement, voluntary compensation coverage and occupational disease. If the Work is to be performed on or near navigable waters, the policy shall include United States Longshoreman's and Harbor Workers coverage.

Worker's Compensation – Statutory
Employer's Liability – \$1,000,000 Each Accident
 \$1,000,000 Disease – Each Employee
 \$1,000,000 Disease – Policy Limit

5.5.5 BUILDERS RISK INSURANCE

The Contractor shall maintain property insurance to fully cover the insurable portion of the project for the benefit of the Owner.

5.5.6 PROFESSIONAL/ERRORS AND OMISSIONS COVERAGE

If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

Insurance shall provide a minimum of \$1,000,000 of coverage per claim.

5.5.7 OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY (OCP)

6.8.9 Approval by the Owner of alternate equipment or materials shall in no way serve as a guarantee that the equipment or materials will meet the performance and construction requirements as specified herein, and shall not relieve the Contractor from any responsibility or requirements under the contract. It shall be the Contractor's responsibility to produce an efficient product.

6.8.10 Delay caused by obtaining approvals for alternate products, materials or equipment will not be considered justifiable grounds for an extension of Contract Time.

6.8.11 Should any work or materials, equipment or products not conform with requirements of the Contract Documents or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the Contractor.

6.8.12 No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

Materials, Equipment, Products, and Substitutions:

6.9 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor shall submit to the Engineer a list of proposed materials, equipment or products, together with such samples as may be necessary for the Engineer to determine their acceptability and obtain the Engineer's approval. No request for payment for substitute materials, equipment or product will be approved until this list has been received and approved by the Owner.

Concerning Subcontractors:

6.10 The Contractor will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.11 (whether initially or as a substitute) against whom the Owner or the Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Owner and the Engineer, unless the Engineer determines that there is good cause for doing so.

6.11 The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to

them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.17 The Contractor shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, the Contractor shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances and articles.

Permits:

6.18 The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses.

Electric Power and Lighting:

6.19 Electrical power as required during construction shall be provided by the Contractor at the Contractor's expense. Lighting shall be provided by the Contractor in all spaces at all times where necessary for good and proper workmanship, for inspection or for safety. No temporary power shall be used off temporary lighting lines without specific approval of the Owner. The Contractor will also pay all public utility charges.

Laws and Regulations:

6.20 The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the WORK. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.21 Cost of all sales and other taxes for which the Contractor is liable under the Contract shall be included in the Contract Price stated by the Contractor.

Record Drawings:

6.23.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.24 The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

Emergencies:

6.25 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, within two days of the occurrence, and a Change Order may thereupon be issued covering the changes and deviations involved.

Shop Drawings, Samples and Other Submittals:

6.26 The Contractor shall submit to the Engineers, prior to the start of construction, detailed shop drawings and/or layouts of all manufactured or shop fabricated equipment, product samples and related information that he contemplates to furnish under this contract.

6.27 Shop Drawing / Sample Submittal Requirements

6.27.1 Shop drawings submitted to the Engineer shall bear the Contractor's stamp of approval certifying that they have been checked for conformance with the requirements of the contract documents. The Engineer will return any shop drawings submitted without this certification for re-submission. Shop drawings bearing the Contractor's certification which, in the Engineer's opinion are incomplete, contain numerous errors, have not been checked or only checked superficially, will be also be returned by the Engineer for re-submission.

6.27.2 Shop Drawings /Submittals must be complete, properly identified with the name of the project, dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the project and to the specification division and/or page number and referenced to the construction drawing number or sheet for identification of each item. Shop drawings for each type of work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. The sequential numbering system shall be used as the basis for maintaining a log suitable to tracking the submittal process.

6.27.3 Shop Drawings/Submittals shall be provided both printed on paper and in digital format (PDF) on CD.

state that the shop drawings are in conformance with the Drawings and Specifications or will call the Engineer's attention to any deviations that the Shop Drawings or Sample may have from the requirements of the Contract Documents.

6.31 Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the Engineer deems to be a minor adjustment in the interest of the Owner not involving a change in contract price or extension of time, the Engineer may review and return the drawing but the Engineer's review will be made with the understanding that it does not involve any change in the contract price or time and that it is subject generally to all contract stipulations and covenants.

6.32 The Engineer will review with reasonable promptness Shop Drawings and Samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The Contractor will make any corrections required by the Engineer and will return the required number of corrected copies of Shop Drawings and resubmit new Samples until the review is satisfactory to the Engineer. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions. The Contractor's stamp of approval on any Shop Drawing or Sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.

6.33 In the event a third submittal of Shop Drawings is required, due to previous submittals of incomplete or incorrect Shop Drawings not in accordance with the Drawings and Specifications, the Contractor will be charged the cost incurred by the Engineer for the review of the third and all subsequent submittal reviews. The Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

6.34 If a shop drawing involves a change in structures, connections, etc., then the cost of changing structures, connections, etc., as well as plans and specifications to accommodate the item shall be borne by the Contractor. The Owner will impose a set-off against payments due to Contractor to secure reimbursement for such charges unless the need for such change is beyond the control of Contractor.

6.35 No work requiring Shop Drawing or Sample submission shall be commenced until the submission has been reviewed by the Engineer. A copy of each Shop Drawing and each Sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6.41 The Contractor shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The Contractor shall, at all times, maintain proper access to the dwellings and/or businesses located on the private properties adjacent to the Project as required by, and in compliance with, the utility and construction easements acquired from the owners of said properties.

Sanitary Provisions:

6.42 The Contractor shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.43 The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner and the Engineer from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner and the Engineer for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner and Engineer in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

Responsibility for Connecting to Existing Work:

6.44 It shall be the express responsibility of the Contractor to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

necessary work, and shall pay all charges and fees made by such parties for this work.

6.47.1 The Contractor's attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The Contractor shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.47.2 The Contractor shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Public Convenience and Premises:

6.48 Contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and shall not unnecessarily encumber any part of site.

6.48.1 Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.48.2 Contractor shall arrange and cooperate with the Owner in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the Project site.

Protection of Existing Property Improvements:

6.49 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract at the Contractor's expense.

6.49.1 The existence of, and location of some of the known utilities and obstructions are indicated on the plans but are not guaranteed. The Contractor shall, in addition to the requirements provided in Section 6.47, make sufficient investigation and inspections, at the site of the work, to enable him to determine the existence of and exact nature and location of all such drainage structures, underground and overhead obstructions, fences, and public and private utilities that will be disturbed in the prosecution of the work. The Contractor shall repair

7.5 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other Contractors interfere with his operations, the Contractor shall notify the Engineer immediately. Lack of such notice to the Engineer will be construed as acceptance by the Contractor of the status of the work of other contractors as being satisfactory for proper coordination of his own Work.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 The Owner will issue all communications to the Contractor through the Engineer.

8.2 The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1 The Engineer shall be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in Articles 1 through 16 of these General Conditions and shall not be extended without written consent of the Owner and the Engineer.

9.1.1 Except as may be otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or the breach thereof will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the Project is located.

Visits to Site:

9.2 The Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of contractors.

9.7 The Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the Engineer for a decision which he shall render in writing within a reasonable time.

Limitations on Engineer's Responsibilities

9.8 Neither the Engineer's authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.

9.9 The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

9.11 The Engineers' construction engineering services do not include any administration of jobsite safety which is the sole responsibility of the Contractor. Any reference to safety in the Contract Documents shall not create any duty of jobsite safety administration or oversight by the Engineers.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the Contractor indicates his agreement therewith.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work (hereinafter the "Cost of the Work") plus a fixed amount to be agreed upon to cover the cost of general overhead and profit (hereinafter the "Contractor's Fee").

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs may include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner in writing.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work.

11.4.2.1 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

11.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine with the advice of Engineer, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the Cost of Work shall be determined in

11.9 Claims For Delay Due To Change: No claim for delay damages will be allowed the Contractor on account of change orders executed by him. In support of this stipulation the following language will be set out on the face of each change order:

"It is further understood and agreed that this modification constitutes payment in full on behalf of the Contractor and its Subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, for all delays related thereto, and for performance of the changes within the time frame stated."

11.10 Allowances: It is understood that the Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as the Engineer may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.10.1 These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.10.2 The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.10.3 Whenever the cost, as described in 11.10.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may be changed only by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer within 10 days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within 20 days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or in an approved location, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Owner may retain 5 percent of the amount of each payment until the work is at least 50 percent complete, on schedule and satisfactory in the Engineer's opinion, at which time 50 percent of the retainage held to date shall be returned to the Contractor for distribution to the appropriate subcontractors and suppliers. Future retainage shall be withheld at the rate of 2-1/2 percent. On completion and acceptance of a part of the Work on which the priced is stated separately in the Contract Documents, payment may be made in full, including retainage percentages, less authorized deductions. The Owner may reinstate up to 5 percent withholding if the Owner determines, at his discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the Owner prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Approval of Payments:

14.3 The Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing his recommendation for payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. The Owner will, within 21 days of presentation to him of an Application for Payment, pay the Contractor the amount recommended by the Engineer.

14.4 The Engineer's recommendation for payment requested in an Application for Payment shall constitute a representation by him to the Owner, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in

14.6.6 Of unsatisfactory prosecution of the Work, including failure to clean up as required.

14.6.7 Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents.

14.6.8 Of liquidated damages payable by the Contractor, or

14.6.9 Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.8 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

14.9 Upon completion and acceptance of the Work, the Engineer will issue a certificate that the work is in substantial conformance with Contract Documents, recommending Final Acceptance by the Owner and Final Payment. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within 30 days of Final Acceptance of the Work.

14.10 The Contractor will indemnify and save the Owner and the Engineer harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contract Price a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under

things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Payment Bond and Performance Bond.

Final payment to the Contractor by the Owner shall not be made until the Contractor has obtained written consent from the Surety.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1 The Owner may suspend the Work or a portion thereof by notice in writing to the Contractor. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12, provided the Contractor does not concur in the work suspension.

15.1.1 Should the Owner be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine to compensate for time lost by such delay with such determination to be set forth in writing.

Owner May Terminate:

15.2 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety 7 days' written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of

16.4 Should the Owner or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

16.5 The Contract Documents shall be governed by the law of the place of the Project.

16.6 Attorney Fees - In the event it shall be necessary for either party to retain legal counsel to resolve a dispute or to enforce any of its rights hereunder, the party prevailing upon resolution of such disputes or enforcements of such rights shall be entitled to recover payment of all reasonable attorney's fees, expenses and costs incurred therewith.

ARTICLE 17 - ARBITRATION

17.1 All claims, disputes and other matters in question arising out of, or related to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration, if all parties mutually agree, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, or in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitration decision must present findings of fact, conclusions of law, basis of award and rationale.

17.2 Notice of the request for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the ENGINEER. The request for arbitration shall be made within the 30-day period where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

17.3 The CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the OWNER in writing.

MAINTENANCE OF TRAFFIC

The Contractor is solely responsible for all safety on and near the job site. The Contractor must comply with the "Manual on Uniform Traffic Control Devices" (MUTCD), and its current revisions, where applicable, during this entire contract.

The Contractor shall have a competent full-time Safety Officer to ensure that the requirements of the MUTCD and the contract provisions are maintained.

The Contractor shall at all times so conduct his work as to assure that the safety and convenience of the general public and the residents shall be provided for by the Contractor.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders, and decrees; and shall protect and indemnify the Owner and the Engineers and their representatives against any claim or liability arising from or based on the violation of any such law, ordinance, safety code, regulation, order, or decree, whether by himself or his employees.

Maintenance of traffic will be paid for per Lump Sum, which price includes all materials, labor, necessary appurtenances, etc. for necessary maintenance of traffic.

PART 3. EXECUTION

3.01 CONSTRUCTION

- A. The silt fence shall be constructed at the locations shown on the drawings or as directed. Posts shall be driven such that not more than 3 feet will protrude above ground. Posts shall be installed at not more than 6 feet apart. Fabric shall be attached to the posts with clips or other approved means. The bottom edge of the fabric shall be turned under 6 inches and buried 6 inches below the ground surface. The 6 inch by 6 inch trench shall be back-filled and tamped after fabric burial.

3.02 MAINTENANCE AND REMOVAL

- A. The Contractor shall maintain the silt fence removing and replacing fabric which has deteriorated to the extent that it has become ineffective. Excessive accumulations of soil against the fence shall be removed. Maintenance will not be a separate pay item.
- B. Unless otherwise directed, all temporary silt fence shall be removed. Upon removal, the silt accumulations shall be removed, the area shall be dressed, and erosion control measures applied to all bare areas. The fence materials will remain the property of the Contractor.

3.03 BASIS OF PAVEMENT

- A. Measurement and payment for Temporary Silt Fence will be made only when a pay item is included in the Bid Form. The quantities are estimated for bidding purpose only and may vary due to field conditions during construction.
- B. Temporary Silt Fence will be paid for at the Contract unit price per linear foot actually installed which shall be full compensation for the construction, maintenance and removal of the temporary silt fence.

MOBILIZATION

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Mobilization shall consist of moving all labor, equipment, supplies, and incidentals to the project site and removing same after all the work under the contract has been completed. It shall also include all mobilization pre-construction costs which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items.

PART 2: MATERIALS

(None)

PART 3: EXECUTION

3.01 COMPENSATION

- A. When five percent (5%) of the original contract amount is earned from other bid items (exclusive of those listed as dependent items), fifty percent (50%) of the amount of the bid for mobilization, or five percent (5%) of the original contract amount, whichever is lesser, will be paid.
- B. When ten percent (10%) of the original contract amount is earned from other bid items (exclusive of those listed as dependent items), one hundred percent (100%) of the amount of the bid for mobilization, or ten percent (10%) of the original contract amount, whichever is lesser, will be paid.
- C. Upon completion of the work, payment of any amount of bid for mobilization that is outstanding will be paid.

3.02 BASIS OF PAYMENT

- A. Mobilization will be paid for at the contract lump sum price, which shall be full compensation for completing the work specified.

CONCRETE AND REINFORCING

1. GENERAL All concrete shall be composed of aggregate, Portland Cement, fly ash, slag (GGBFS), admixtures and water. Air-entrainment admixture shall be added to all concrete. Reinforcement shall be provided where shown on plans. All plain and reinforced concrete shall be prepared and constructed in accordance with these specifications, at the locations and of the form and dimensions called for on the plans or as specified. Unless otherwise noted, finished dimensions shall conform to American Concrete Institute (ACI) Specification 301-96, Section 1.7.2.

Referenced American Society for Testing and Materials (ASTM) standard specifications shall be understood to mean the latest current revision of the standard specifications.

A MIX DESIGN SHALL BE SUBMITTED TO THE ENGINEERS FOR REVIEW 7 DAYS PRIOR TO THE DELIVERY OF ANY CONCRETE TO THE JOB SITE.

THE BATCH PLANT SHALL BE CURRENTLY CERTIFIED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND PROOF OF SUCH CERTIFICATION SHALL BE SUBMITTED WITH THE MIX DESIGN.

2. MATERIALS

Portland Cement Portland cement shall conform to the Standard Specification for Portland Cement (ASTM C150), and shall be Type I or III or, at the Contractor's option, Type IA or IIIA (Air-entraining).

The Contractor shall furnish vendor's certified test report for each carload, or equivalent, of cement shipped for use on the Project. The report shall be delivered and approved before use of the cement. All such test reports shall be subject to verification by testing samples of materials as received for use on the project.

Fly Ash Fly ash shall conform to the standard specification for Fly Ash (ASTM C 618) and shall be Type C or Type F.

Slag Slag shall conform to the standard specification for Slag (ASTM C618) and shall be Grade 100 with loss on ignition less than five percent (<5%).

Concrete Aggregates Concrete aggregate shall conform to the Standard Specification for Concrete Aggregates (ASTM C33) and shall conform to ACI 301-96 Section 4.2.1.2. Coarse aggregate shall be crushed limestone.

The maximum size of the aggregate shall be not larger than 1/5 of the narrowest dimension between sides of the forms within which the concrete is to be cast nor larger than 3/4 of the minimum clear spacing between reinforcing bars, or between reinforcing bars and forms. For unreinforced slabs, the maximum size of aggregate shall not be larger than 1/3 of the slab thickness.

twenty percent (20%) of the cementitious material. Slump shall not exceed 4 inches as measured by ASTM C143. The slump at the time of delivery shall not exceed 6 inches when an approved mid-range water reducer is used while maintaining the approved water - cement ratios. In general, a water cement ratio shall be used which will yield test cylinders with a compressive strength averaging 500 psi above the specified strength.

MIX DESIGNS CONTAINING FLY ASH MAY BE USED ONLY IN STRUCTURAL ELEMENTS WITH MINIMUM DIMENSIONS GREATER THAN OR EQUAL TO 12".

The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the forms and around reinforcement with the method of placing employed on the work, but without permitting the materials to segregate or excess free water to collect on the surface. Laboratory mixtures will be made by the Contractor to determine the proper proportions of materials for the aggregate selected.

The methods of measuring concrete materials shall be subject to approval by the Engineers and shall be such that the proportions can be controlled accurately and checked easily at any time during the work. Measurement of materials for ready-mixed concrete shall conform to Standard Specification for Ready Mixed Concrete (ASTM C94).

4. MIXING AND PLACING CONCRETE

Preparation and Placing Concrete Before placing concrete, (1) all equipment for mixing and transporting the concrete shall be cleaned, (2) all debris and ice shall be removed from the places to be occupied by the concrete, (3) forms shall be thoroughly wetted or oiled, (4) masonry filler units that will be in contact with the concrete shall be well drenched, and (5) the reinforcement shall be thoroughly cleaned of oil or other coating. Concrete shall not be placed on frozen ground.

Water shall be removed from place of deposit before concrete is placed. The water table shall be lowered at least one foot below the bottom of the concrete pour.

A layer of 6-mil polyethylene shall be placed and lapped on the bedding before the concrete is placed. All holes and breaks in the polyethylene shall be patched immediately before pouring.

Mixing of Concrete The concrete shall be mixed until there is a uniform distribution of the materials and shall be discharged completely before the mixer is recharged.

For job-mixed concrete, the mixer shall be rotated at the speed recommended by the manufacturer and mixing shall be continued for at least one minute after all materials are in the mixer.

All concrete materials, reinforcement, forms, fillers and surface with which the concrete is to come into contact shall be free from ice. Whenever the temperature of the surrounding air is below 40°F, all concrete placed shall have a temperature of above 60°F and a means shall be provided to maintain a temperature of not less than 60°F for 2 days and 50°F for 3 days or, for as long as necessary to insure the proper curing of the concrete. The housing, covering, or other protection used in connection with curing shall remain in place and intact at least 24 hours after the artificial heating is discontinued. No dependence shall be placed on salt or other chemicals for the prevention of freezing.

During hot weather, upon arrival at the job site the temperature of the concrete mixture to be placed shall not exceed 90° F. The concrete materials shall be cooled before mixing or crushed ice of a size that will melt completely during mixing may be substituted at the batch plant for all or part of the mixing water.

7. FORMS

Design of Forms

Forms shall conform to the shape, lines and dimensions of the members as called for on the drawings. They shall be substantial and sufficiently tight to prevent leakage of mortar. They shall be properly braced or tied together so as to maintain position and shape. The responsibility for the adequacy of the forms shall rest with the Contractor. Forms for all concrete surfaces exposed to view, both inside and outside, shall be constructed of smooth plywood or with a masonite lining or with an approved forming system to insure a smooth surface.

Chamfer strips shall be provided at all exposed edges and corners both vertical and horizontal unless otherwise instructed.

Segmented forms of approved design will be permitted on circular surfaces not exposed to view under normal operating conditions.

Removal of Forms

Forms shall be removed in such a manner as to insure the complete safety of the structure. Forms and shoring, supporting concrete and other weights shall be removed at the Contractor's risk but shall not be removed following a pour completion sooner than specified below. In no case shall the supporting forms or shoring be removed until the members have acquired sufficient strength to support safely their weight and the load thereon.

The removal of forms and shoring shall be based on one of the following methods.

Method 1: Elapsed Time After Concrete Placement for no fly ash mix only.

<u>Forms</u>	<u>Minimum Time</u>
Columns (Not Under Any Load)	48 Hours
Side of Beams	48 Hours
Walls*	14 Days
Slabs	14 Days
Other Parts	7 Days

Placing

Metal reinforcement shall be accurately placed in accordance with the plans and shall be adequately secured in position by concrete blocks, metal chairs, spacers or ties. Wood fixtures shall not be used to support reinforcement.

Splices and Offsets

In slabs, beams and girders, splices of reinforcement at points of maximum stress shall generally be avoided. SPLICES SHALL PROVIDE SUFFICIENT LAP (ACI 319-89) TO TRANSFER THE STRESS BETWEEN BARS BY BOND AND SHEAR. Unless otherwise directed, all rebar splices shall be at least 45 bar diameters.

Concrete Protection for Reinforcement

The metal reinforcement shall be protected by the thickness of concrete indicated in the plans. Where not otherwise shown, the thickness of concrete over reinforcement shall be as follows:

Minimum concrete cover for reinforcement, except for extremely corrosive atmospheres, other severe exposures, or fire protection, shall be as given below.

<u>Location</u>	<u>Minimum Cover, in.</u>
<u>Slabs and Joints</u>	
Top and bottom bar for dry conditions	
#11 bars and smaller	3/4 inch
# 14 and #18 bars	1 ½ inch
Formed concrete surfaces exposed to earth, water or weather, and over or in contact with sewage and for bottoms bearing on work mat, or slabs supporting earth cover.	
#5 Bars and smaller	1 ½ inch
#6 through #8	2 inch
<u>Bars and columns, formed</u>	
For dry conditions	1 ½ inch
Stirrups and ties	2 inch
Principal reinforcement	2 ½ inch
<u>Walls</u>	
For dry conditions	
#11 bars and smaller	3/4 inch
#14 and #18 bars	1 ½ inch
Formed concrete surfaces, exposed to earth, water, sewage, weather, on in contact with ground	
	2 inch

All expansion joints required to be water tight shall contain waterstops, expansion joint filler material and an elastic joint sealant compound. A bond breaker compound or membrane is required between expansion joint filler material and elastic joint sealant compound. Clean and prime the concrete surface as recommended by the elastic sealant manufacturer prior to placement of fillers and sealants.

Expansion joint waterstops shall be 9 inch width, tapered and ribbed with a VINYLEX PVCRL 89-38 or DB9-38 center bulb pattern or shall be dumbbell pattern with a center bulb pattern unless otherwise shown on the drawings. Expansion joint waterstops shall be AMICO PVC #8066 or 8031, Greenstreak PVC #753 or #718, or equal.

Expansion joint filler material, elastic joint sealant compound, and premolded joint seals shall be approved commercially manufactured types.

Ties and other form accessories to be partially or wholly embedded in the concrete shall be of approved commercially manufactured types. After the ends of fasteners have been removed, the embedded portion of the tie shall terminate not less than 1-1/4" inches from any concrete surface either exposed to view or exposed to ground or water. Form ties shall be constructed so that the ends or end fasteners can be removed without spalling the concrete. All ties shall be of a waterseal structures. All embedded bolts and anchors shall be 303 type stainless steel.

In lieu of embedded bolts and anchors, epoxy grooved post-set bolts may be used when approved by the Engineers. Post-set anchors shall be stainless steel of adequate size and strength.

Wall pipes or wall sleeves with a separate flange inside the wall shall be provided for all pipe passing through walls, floors and other structural members containing liquids.

Apply an epoxy bonding agent to all concrete pipes and other precast concrete surfaces to be embedded in the concrete work. The agent shall be a two-component, flexible, non-shrink adhesive, AASHTO Spec. M-200-65, Type B. Apply per manufacturer's instruction and place wet concrete while the agent is tacky.

12. EMBEDDED ITEMS All sleeves, wall pipes, conduit, inserts, anchors, and other embedded items required for adjoining work or for its support shall be placed prior to concreting. All contractors whose work is related to the concrete or must be supported by it shall be given ample notice and opportunity to introduce and/or furnish embedded items before the concrete is placed.

Expansion joint material, waterstops, and other embedded items shall be positioned accurately and supported against displacement. Voids in sleeves, wall pipes, inserts, and anchor slots, etc. shall be filled temporarily with readily removable material to prevent the entry of concrete into the voids.

Coating system shall be applied only on surfaces prepared in accordance with the manufacturer's specifications.

Slabs

Scratched Finish (ACI 5.3.4.2.a) For surfaces intended to receive bonded applied cementitious applications.

Place, consolidate, strike off, and level concrete, eliminating high spots and low spots. Roughen the surface with stiff brushes on rakes before the final set. Produce a finish that will meet conventional bullfloated tolerance requirements of ACI 117.

Floated Finish (ACI 5.3.4.2.b) For surfaces to receive roofing, waterproofing membranes or sand bed terrazzo.

Place, consolidate, strike off, and level concrete, eliminating high spots and low spots. Do not work concrete further until it is ready of floating. Begin floating with a hand float, a bladed power float equipped with float shoes. Or a powered disk float when the bleed water sheen has disappeared and the surface has stiffened sufficiently to permit the operation. Produce a finish that will meet conventional straightedge tolerance requirements of ACI 117, then refloat the slab immediately to a uniform texture.

Troweled Finish (ACI 5.3.4.2.c) For inside floor slabs that may or may not be required to receive floor coverings or which are to be painted.

Float concrete surface, then once the moisture film and sheen have disappeared from the floated surface and the concrete has hardened enough to prevent an excess of fine material and water from being worked to the surface power trowel the surface. Hand trowel the surface smooth and free of trowel marks. Continue hand troweling until a ringing sound is produced and the floor is troweled. Tolerance for concrete floors shall be conventional straightedge in accordance with ACI 117.

Broom or Belt (ACI 5.3.4.2.d) For outside slab surfaces including driveways, sidewalks, and ramps unless noted otherwise. Immediately after concrete has received a floated finish, give the concrete surface a coarse transverse scored texture by drawing a broom or burlap belt across the surface.

Nonslip Finish (ACI 5.3.4.2.h) For exterior platforms, steps, and landings and for exterior interior pedestrian ramps.

Apply a broom or belt finish or a dry-shake application of crushed aluminum oxide or other abrasive particles, as noted. Rate of application shall be not less than 25 lb/100 sq ft.

storage and curing (up to the first 48 hours after molding) of specimens cast for testing purposes. Specimens shall be stored under conditions to maintain the temperature adjacent to the specimens in the range of 60 to 80 degrees F (16 to 27 degrees C) and which prevents damage and loss of moisture from the specimens.

Test cylinders in accordance with ASTM C39. Test one specimen at 7 days for information, and two specimens at 28 days for acceptance unless otherwise specified. The compressive strength test results for acceptance shall be the average of the compressive strengths from the two specimens tested at 28 days.

The strength level of concrete will be considered satisfactory when the average of all sets of three consecutive compressive strength test results equal or exceed 4000 psi and no individual strength test result falls below 3500 psi.

If the concrete cylinders for any portion of the structure fail to meet the above requirements, the Contractor shall, at his own expense, engage a laboratory to conduct tests in accordance with Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete (ASTM C42). Portions of structures failing to meet the allowable strengths as determined by these tests shall be removed and replaced by the Contractor, at his own expense, with concrete conforming to the specifications.

Concrete showing leakage after finishing shall be repaired and/or be topped or thickened as directed by the Engineer until watertight.

The concrete testing requirements for selected concrete placements may be waived at the Engineer's discretion.

15. BASIS OF PAYMENT

Concrete and Reinforcing is a reference specification. Payment will be made as set out under each item specification.

- A. Brick shall conform to ASTM Specification C-216 grade SW. Face brick shall be as designated on the plans and shall be stacked at the site.

2.03 CONCRETE MASONRY UNITS

- A. Concrete masonry units (CMU) shall conform to ASTM Specification C90, Type N, Type 1 light weight aggregate. Minimum masonry unit strength shall be 1900 psi. Minimum prism strength shall be 1500 psi. Provide special shapes where shown required for lintels, corners, jambs, sash, control joints, header, bonding, and other special conditions.
- B. Horizontal wall reinforcement shall be "Dur-O-Wall," "Ty-Wal" or equal with deformed side rods and shall comply with material requirements of ASTM Standard A-82 for High Tensile Steel. Minimum weight of tensile steel in joint reinforcement shall be 0.12 pounds per linear foot. When cast in regular Class A and Class B mortar joints, deformation of side rods shall be of such extent as to develop a minimum surface bond stress of 700 psi and 400 psi respectively.
- C. Wall ties shall be 20 gauge x 7/8" galvanized corrugated steel ties.
- D. Reinforcement: see the Concrete and Reinforcing Specification.

2.04 MASONRY CEMENT

- A. Masonry Cement shall conform to ASTM Specification C270.

2.05 LIME

- A. Either hydrated or quicklime. Hydrated lime shall conform to ASTM Specification C-207 and must be at least 92 percent hydrated. Quicklime shall conform to ASTM Specification C-5.
- B. Lime Putty shall be a stiff mixture of lime and water, kept moist until used. Putty made from quicklime shall be slaked and allowed to soak at least 72 hours before using. Putty made from 92 percent hydrated lime may be used immediately after mixing.

2.06 SAND

- A. Clean natural light colored sand conforming to ASTM Specification C-144.

2.07 MORTAR

09244	04 20 00	Masonry
		LS
2017.11.29		Page 2 of 5

- C. Where brick facing occurs against concrete, place anchors in every fifth course of brick and space 2 feet apart horizontally; secure anchors to slots built into concrete. Anchors shall be hooked, looped or crimped for bond and shall consist of 11-gauge, galvanized wire or 16-gauge by 1 inch galvanized iron.
- D. Make joints in brickwork uniform and not exceeding 1/4" in width. Joints exposed on interior and not requiring paint finish shall be cut off flush. Face joints exposed on exterior shall be finished with a metal tool to form a concave joint and close all hair cracks and crevices. Rake joints 1/2" to provide bond where plaster or stucco is applied direct to brick. Interior brick walls shall have 1/2" rake joints compacted.

3.03 LAYING CONCRETE MASONRY UNITS

- A. Lay all units in full beds of mortar, plumb, level and true to line, in running bond and properly jointed with other connecting work. Units with open cells exposed in wall will not be permitted. Make joints uniform, approximately 1/4" wide and tooled slightly concave.
- B. Bond each course at corners and intersections with wall reinforcement.
- C. Partitions that abut exterior walls shall be anchored thereto.

3.04 SAMPLES AND SHOP DRAWINGS

- A. Submit brick and/or CMU samples to Engineers for approval prior to incorporation into the work. The Owner will approve the brick type and color.

3.05 POINTING AND CLEANING

- A. On completion, point up all exposed masonry, fill all holes and joints; remove loose mortar, cut out defective joints and re-point where necessary. Masonry surfaces to be exposed, either painted or unpainted shall be thoroughly cleaned. Do not use acid to clean glazed structural facing tile. Leave surfaces free from mortar and other stains at completion of work.

3.06 MASONRY REINFORCEMENT

- A. Masonry reinforcement shall be placed as shown on the drawings; otherwise, place reinforcement in first and second bed joints (8" o.c.) above and below openings and in every second bed joint (16" o.c.) throughout remainder of structure. Reinforcement in first bed joint immediately above and below openings shall be continuous. In second bed joint it shall extend two feet beyond each side of opening. Lap reinforcement sufficiently at splices to insure

09244

04 20 00

Masonry
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2017.11.29

Page 4 of 5

MISCELLANEOUS METAL

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and install all miscellaneous metal, complete as shown on the Drawings and as specified herein.

1.02 SUBMITTALS

- A. Shop drawings showing plan and fabrication details, product data, and installation details shall be submitted to the Engineer for review prior to the fabrication of the members.

1.03 QUALITY ASSURANCE

- A. The work of this Section will be completely coordinated with the work of other Sections. Verify, at the site, both the dimensions and work of other trades adjoining items of work in this Section before fabrication and installation of items herein specified.
- B. Furnish to the pertinent trades all items included under this Section that are to be built into the work of other Sections.
- C. All welding will be performed by qualified welders and will conform to the applicable AWS Welding Code. Welding of steel will conform to AWS D1.1 (Steel) and AWS D1.2 (Aluminum).

1.04 SYSTEM DESCRIPTION

- A. Provide assemblies indicated which, when installed, comply with the following minimum requirements for structural performance, unless otherwise noted.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver items to be incorporated into the work of other trades in sufficient time to be checked prior to installation.
- B. Repair items which have become damaged or corroded to the satisfaction of the Engineer prior to incorporating them into the work.

- C. Machine bolts and nuts will conform to Federal Specification FF-B-575C. Bolts and nuts will be hexagon type. Stainless steel bolts, nuts, screws, washers and related appurtenances will be Type 316.

2.04 MISCELLANEOUS STEEL

- A. All miscellaneous metal work will be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability. Holes will be drilled or punched. Edges will be smooth and without burrs. Fabricate supplementary pieces necessary to complete each item though such pieces are not definitely shown or specified.
- B. Connections and accessories will be of sufficient strength to safely withstand the stresses and strains to which they will be subjected. Exposed joints will be close fitting and jointed where least conspicuous. Threaded connections will have the threads concealed where practical. Welded connections will have continuous welds or intermittent welds as specified or shown. The face of welds will be dressed flush and smooth. Provide holes for temporary field connections and for attachment of the work of other trades.
- C. All steel finish work will be thoroughly cleaned, by effective means, of all loose mill scale, rust and foreign matter and will be given one shop coat of primer compatible with the finish coat after fabrication but before shipment. Paint will be applied to dry surfaces and will be thoroughly and evenly spread and well worked into joints and other open spaces.

3.01 BASIS OF PAYMENT

- A. Miscellaneous Metal is a Reference Specification. Payment will be made as set out under other specifications.

3.02 METHOD OF MEASUREMENT

- A. All work required for a complete cell construction for the Transformer and Waste Receptacle will be paid for under one of these pay items. Payment for all other work required for a completed project shall be included in one of these pay items.
 - 1. Pay Item #31 – Masonry Cells – per Lump Sum.
Payment under this item shall include all Masonry Walls (CMU and Brick), Foundations, Excavation, Backfilling, Reinforcing, and any other items required for the completion of this work.
 - 2. Pay Item #32 – Concrete Cell Floor – per Square Yard.
Payment under this item shall include the Concrete Cell Floor, Excavation, Backfilling, Reinforcing, Forming, Removing Forms, and any other items required for the completion of this work.
 - 3. Pay Item #33 - Double Gate – per Each
Pay Item #34 - Single Gate – per Each
Payment under this item shall include the Mounting Posts, Post Foundations, all Metal, Wood, Hinges, Clasps and Locks, Fasteners, Fabrication, Welding, Wheels, and all materials, equipment and labor for a completed product.
 - 4. Pay Item #35 – Permanent Bollards – per Each.
Payment under this item shall include all Excavation, Concrete, Reinforcing, Posts, Priming and Painting, and all Materials, Equipment and Labor for a completed product.

3.03 BASIS OF PAYMENT

- A. Payment for all work required under the Transformer and Waste Cells will be made under the following pay items.

Pay Item #31	Masonry Cells	Per Lump Sum
Pay Item #32	Concrete Cell Floor	Per Square Yard
Pay Item #33	Double Gate	Per Each
Pay Item #34	Single Gate	Per Each
Pay Item #35	Permanent Bollards	Per Each

- B. Payment for any work required for the Completion of the Transformer and Waste Cells for which there is no pay item, shall be absorbed in the cost of the listed pay items.
- C. Payment for all work under this specification shall include all materials, equipment, and labor for the completion of the project.

- D. If limb, bark or root injury should occur to any of the trees or shrubs designated to remain, the Contractor shall smooth any rough edges on the scarred areas in accordance with generally accepted horticultural practice and then cover the scars thoroughly with an asphaltum base tree paint.

3.03 GRUBBING

- A. Within the area of the construction lines, where excavation is to be made or embankment is to be placed, all trees, stumps, roots and other objectionable matter shall be grubbed out or otherwise completely removed and disposed of as hereinbefore indicated.
- B. When so directed, areas outside the construction lines in marshes or swampy sections shall be cleared of trees and the stumps cut off flush with the ground or at water level.
- C. All stumps, holes, and depressions caused by the grubbing operations that are below the finished surface of the work area shall be back-filled to the level of the original ground and thoroughly compacted prior to the starting of grading operations.

3.04 OBSTRUCTIONS

- A. Every precaution shall be taken by the Contractor to preserve and protect all structures, fences, public and private utilities and improvements, above or below the ground, within the scope of the construction which are to remain.
- B. The Contractor shall raze, remove and satisfactorily dispose of all buildings, structures, old curbs and gutter, sidewalks, fences, land other obstructions any portion of which is on the right-of-way, except those items hereinbefore indicated.
- C. Unless otherwise specifically directed, the substructure of a bridge and all culverts and minor structures shall be razed to the level of the adjacent ground or low water level.
- D. All material which has a salvage value shall be removed, without unnecessary damage, in sections or pieces which may be readily transported, and shall be piled by the Contractor at such places as may be designated. Disposal of unusable material shall be made in accordance with the disposal of debris, under Clearing.
- E. All concrete pavement, base course, sidewalks, curbs, gutters, etc., designated for removal, shall be broken into "one man" stones and all such material, which is in excess of the quantity specified or ordered for use in the work, shall be stockpiled at designated locations for use by the Owner or otherwise disposed of when so

SITE EARTHWORK

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. The work covered by this section of the specifications consists of the excavation of all materials encountered within the limits of the work, the formation of embankments with the excavated materials, or the disposal of part of the excavated materials off the project limits at a location provided by the contractor. It also consists of the formation of embankments with Selected Borrow Materials. Excavation and the formation of embankments shall be performed as shown on the plans or as designated by the engineer. Excavation for storm sewers, structures, etc., is not excavation as defined in this specification and is not paid for separately.

PART 2: MATERIALS

2.01 SELECTED BORROW MATERIAL

- A. Selected Borrow Material shall conform to the Selected Borrow Material as specified in the "Granular Materials" specification.

PART 3: CONSTRUCTION

3.01 CONSTRUCTION STAKING

- A. The contractor is responsible for all construction staking on this project. The engineer will provide the necessary control points and bench marks required for use in the construction staking.

3.02 CLEARING AND GRUBBING

- A. Clearing and grubbing shall be performed as started in the "Clearing and Grubbing" specification.
- B. Any obstructions which are designated to be removed or are in the way of construction shall be removed prior to the start of excavation. The contractor shall inform himself as to the proper movements of haul and disposal of materials. All removed items shall be disposed of as stipulated in the Removal of Obstructions specification.

3.03 UNCLASSIFIED EXCAVATION

- A. All excavated material, regardless of the type of material encountered, is defined

EROSION CONTROL

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. This item provides for the planting and establishment of vegetation for the purpose of controlling erosion and for enhancing the aesthetic value and functional usefulness of the completed project.
- B. After acceptance of the finish grading, the entire new soil surfaces and abraded areas shall be prepared, fertilized, seeded and mulched, or solid sodded excepting areas otherwise noted on plans.
- C. It shall be understood that the term "plant establishment" means that work necessary to supplement and improve natural conditions to the end that fully established healthy vegetation is provided. It shall also include the preserving, protecting and replacing and such other work as may be necessary to keep the turf or sod in a satisfactory condition.

1.02 LIMITATIONS

- A. Normal erosion control establishment items will only be performed between March 1 and November 15. Mixture No. 1 will be used during the spring and summer months, March 1 to August 31, and Mixture No. 2 will be used during the fall and winter months, September 1 to November 15.
- B. The Contractor is with this forewarned that these are neither arbitrary nor flexible dates and his adherence thereto is expected. At other times, temporary erosion control will be required.

PART 2: MATERIALS

2.01 FERTILIZERS

- A. Fertilizers shall comply with the applicable fertilizer laws of the State. Combination fertilizer shall be "standard commercial products" and shall contain not less than 13% each Nitrogen, Phosphorous P_2O_5 , and Potash K_2O .

2.02 AGRICULTURAL LIMESTONE

- A. Agricultural limestone shall contain not less than 80% soluble calcium and magnesium carbonate calculated as calcium carbonate on an oven dry basis.
- B. Agricultural limestone shall be of such fineness that at least 80% will pass a U.S. Standard No. 10 sieve and 40% will pass a U.S. Standard No. 40 sieve.

Dallis Grass, any of the Lespedezas, or combinations thereof.

- B. All of the above materials shall have been cured properly prior to baling and shall be reasonably free from Johnson Grass and other obnoxious grasses and weeds. Vegetative material shall be reasonably bright in color, dry, and shall not be musty, moldy or have otherwise low quality.
- C. Type I shall be furnished and used unless written permission to use Type II is obtained

2.06 ASPHALT EMULSION MULCH

- A. Bituminous material for mulch shall be emulsified asphalt, Grade SS-1.
- B. Emulsified asphalt shall be homogeneous, showing no separation of asphalt (limits for settlement excepted) after thorough mixing, within 30 days after delivery.
- C. Emulsified asphalts that have been subjected to freezing temperatures while in storage shall be subjected to retest, and acceptance or rejection of the material shall be based on the results of such retest.

2.07 EROSION CONTROL FABRIC

- A. Erosion Control fabric shall consist of knitted construction of Polypropylene yarn with uniform openings interwoven with strops of biodegradable paper.
- B. The fabric shall weigh approximately 0.2 pounds per square yard and shall be furnished in 5' to 10' wide rolls of 360' length.
- C. Metal staples for securing the erosion control fabric in place shall be fabricated from 11-gauge wire and shall be "U" shaped with a 1-inch crown and legs 6 inches in length.
- D. Moisture proof 4 to 6 mil opaque polyethylene bags for protection of the erosion control fabric prior to installation shall be provided.

2.08 EXCELSIOR BLANKET

- A. The excelsior blanket shall consist of a machine-produced mat of interlocking wood excelsior with uniform thickness and the fiber evenly distributed over the entire area of the blanket.
- B. A fabric of either twisted paper cord, cotton cord, or extruded plastic shall be applied to one side of the excelsior wood mat to hold the wood fibers in place.

- C. Do not attempt to prepare the soil while it is wet or is in an otherwise non-tillable condition.
- D. When the soil is too dry to allow proper tillage, water will be added to insure a tillable condition.

3.02 FERTILIZING

- A. Furnish all approved equipment necessary to handle, store, uniformly spread and incorporate the specified application of fertilizers, including agricultural limestone.
- B. The amounts and types of fertilizers shall be applied and incorporated uniformly in accordance with the requirements for the various items of use.
- C. If the fertilizer is not spread in such a manner as to result in the specified amount, the Contractor shall be required to furnish and spread the original amount and type of fertilizer specified on deficient areas, at no additional cost to the Owner.
- D. In the event fertilizer is to be applied to existing vegetated grass areas, incorporation, unless otherwise specified, shall be accomplished immediately after the fertilizer application by reducing the existing vegetation to a height of approximately 4 inches above the ground, in lieu of other methods of incorporation. Under such conditions, all fertilizer, except agricultural limestone, shall be applied without the use of slurry, hydro seeder or other wet methods and such fertilizers shall be of the granular or pellet type.
- E. All fertilizer shall be incorporated as required within 24 hours following the approved spreading, or as directed.

3.03 SEEDING

- A. Prepare and fertilize the soil prior to planting the seeds.
- B. Sow treated seed uniformly over the entire area. This may necessitate seeds of different size to be sown separately.
- C. No seeding will be permitted during windy weather or when the ground is frozen, extremely wet, or otherwise in a non-tillable condition.
- D. Cover all seeds lightly with soil by raking, rolling or other approved methods, and compact the area as directed.

3.04 MULCHING

prior to installation of erosion control fabric.

- D. If the slope is greater than 3:1, apply fabric vertically with paper strips oriented parallel to the slope.
- E. Dig a 4 inch deep check slot 1 foot back from the slope crown; fold, place and staple fabric every 9 inches in the check slot and cover with soil.
- F. Repeat check slot at the bottom of the slope.
- G. When 2 or more lengths of fabric are required to be installed side-by-side to cover an area, they shall overlap 4 inches (minimum).
- H. Fabric lengths installed end-to-end shall overlap 4 inches (minimum) with the upgrade section on top of the lower grade section.
- I. Staple each length of fabric in three rows; each edge and the center with staples placed on 3-foot centers (maximum). Overlap ends shall be stapled on 9-inch centers across the fabric overlap.
- J. Maintain and protect the erosion control fabric until final acceptance or until the fabric has served its useful life, whichever occurs first. Maintenance shall consist of repairs made necessary by erosion, wind, fire or any other cause until final acceptance. Following the restoration of damage areas under plant establishment requirements for applicable underlying items, the fabric shall be repaired or replaced to meet the original requirements and maintained until final acceptance as provided herein.

3.06 EXCELSIOR BLANKET

- A. The areas to be covered shall be prepared, fertilized and vegetated as specified in accordance with the requirements of the contract before the blankets are placed.
- B. Immediately following the planting operations, the blankets shall be laid evenly, smoothly and in contact with the soil throughout and with the fabric net on top of the blankets.
- C. The asphalt-coated mulch should be omitted from all areas receiving the Excelsior Blankets.
- D. For waterways, the blanket shall be unrolled in the direction of water flow. When 2 or more strips are required to cover a ditch area, the edge(s) of adjacent strip(s) shall overlap a minimum of 6 inches. In case a strip is to be spliced lengthwise, the ends of the strips shall overlap 6 inches minimum with the upgrade section on top.

- F. Apply the specified amount of fertilizer uniformly and rake or harrow the surface lightly to incorporate it into the prepared soil.
- G. After acceptance of the prepared and fertilized area, sodding shall follow immediately.
- H. Place the sod with the edges in close contact, starting at the lowest point and working upward. Fill cracks between blocks of sod with small pieces of fresh sod. Compact and water the entire sodding area.
- I. On areas on which the solid sodding might slide due to the height and slope of the surface or nature of the soil, use wooden pegs to hold the sod in place.

3.09 TEMPORARY EROSION CONTROL

- A. When normal erosion control measures must be delayed due to planting season limitations, temporary erosion control measures shall be applied. These shall consist of ground preparation, seeding with wheat, fertilizing, mulching and watering as herein specified.
- B. No limestone will be required for temporary control methods.
- C. When the normal planting season arrives, the temporary control plant growth shall be cut and removed; the remaining roots disc-harrowed and the area treated with normal ground preparation procedures as herein specified. After this work, normal erosion control procedures will be followed.

3.10 PLANT ESTABLISHMENT

- A. The Contractor will be required to provide plant establishment on all areas where seeds or mixtures containing seeds for permanent vegetation is specified, until final acceptance of the project.
- B. Plant establishment will be required for a minimum period of 90 calendar days after completion of seeding or sod placement. In the event satisfactory growth and coverage as specified below has not been provided in the above specified minimum period of time, plant establishment shall be continued, and final inspection will not be made until such specified growth and coverage is provided.
- C. The Contractor shall water the grassed areas during such periods and as frequently as appropriate to promote maximum practicable growth.
- D. The Contractor shall mow grassed areas as many times and in such a manner as may be deemed necessary to control obnoxious vegetation which competes with or shades the desirable grass. Such mowing shall be performed in a

Wheat Seed	180 lbs. per acre
Commercial Fertilizer (13:13:13)	0.5 ton per acre
Vegetative Mulch	2 tons per acre
Asphalt Emulsion for Mulch (if used)	100 gals
	(Per ton Vegetative Mulch)

PART 4: BASIS OF PAYMENT

- A. The following Basis of Payment will apply to Unit Price Contracts only. Where work under this division is a part of Lump Sum Item or Lump Sum Contract, this Basis of Payment will not apply.
- B. Payment will be made at the contract unit price as follows if included in the bid form.

The pay items are:

Erosion Control – per acre

Erosion Control Fabric – per square yard

Excelsior Blanket – per square yard

Solid Sodding – per square yard

- C. There will be no separate payment for any other items of work called for in this specification.
- D. Payment for Erosion Control will be made per Acre, which shall be full compensation for ground preparation, for furnishing, spreading, and incorporating agricultural limestone, for furnishing, spreading and incorporating fertilizer of the type and amount specified, for furnishing, applying and anchoring mulch, for furnishing, inoculating, planting the seed, for watering and maintaining the work until final acceptance of the contract, and for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work.
- E. The payments for Erosion Control Fabric, Excelsior Blanket, and Solid Sodding (if included in the project and on the bid form) shall be full compensation for furnishing and placing erosion control fabric and/or excelsior blanket, for furnishing and placing the solid sod, for watering and maintaining the work until final acceptance of the contract, for ground preparation, for furnishing, spreading, and incorporating agricultural limestone, for furnishing, spreading, and incorporating fertilizer of the type and amount specified, and for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete work.

WATTLES

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.
- B. Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

PART 2: MATERIALS

- A. Wattles used shall have a minimum diameter of twenty inches (20") and a length adequate to meet field conditions. The stakes in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the engineer.

PART 3: EXECUTION

3.01 GENERAL

- A. The wattles shall be constructed at the locations directed by the engineer during construction.

3.02 MAINTENANCE AND REMOVAL

- A. The Contractor shall maintain the wattles and dispose of silt accumulations.
- B. When the wattles are no longer needed, they shall be removed and the contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

3.03 METHOD OF MEASUREMENT

- A. Wattles of the size specified will be measured per linear foot.

GEOTEXTILE FABRIC
FOR ROADWAY STABILIZATION

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. The work under this item shall consist of furnishing and placing Geotextile Fabric as shown on the plans and as designated in this specification.

PART 2: MATERIALS

2.01 GEOTEXTILE FABRIC

- A. The Geotextile Fabric shall conform to Type V as specified in Table I of SECTION S-714.13 - Geotextiles of the "Mississippi Standard Specifications for State Aid Road and Bridge Construction," latest edition.
- B. **The Geotextile Fabric shall be Non-Woven.**

PART 3: CONSTRUCTION

3.01 GEOTEXTILE FABRIC

- A. The placement of the Geotextile Fabric shall conform to the "Mississippi Standard Specifications for State Aid Road and Bridge Construction", latest edition.

3.02 METHOD OF MEASUREMENT

- A. The quantity of Geotextile Fabric to be paid for shall be measured by the following method. The area of coverage called for on the plans or as directed by the Engineer shall be field measured and the area of coverage, in square yards, without regard to laps, will be the quantity for payment. Any material placed contrary to direction will not be measured for payment.

3.03 BASIS OF PAYMENT

- A. The Geotextile Fabric will be paid for at the contract unit price bid, per square yard, for the amount placed as specified and approved. This payment shall be full compensation for furnishing all materials, labor, and incidentals for a completed product.

uniform and free of organic matter such as leaves, grass, roots, and other objectionable or foreign substances.

B. The gradation of the natural or processed material shall be as follows:

<u>Square Opening Sieves</u>	<u>Percent Passing (by weight)</u>
No. 10-----	100
No. 40-----	20 - 100
No. 60-----	15 - 85
No. 200-----	6 - 40

C. The material shall have a plasticity index not more than 10 and have a liquid limit of not more than 30. (Local clean pit run topping-like material will normally meet this specification.)

2.03 WASHED GRAVEL

A. Washed Gravel shall be composed of hard, tough, durable particles reasonably free of injurious or deleterious substances. The percentage of wear shall not exceed 50%.

B. The gradation and characteristics of the washed gravel shall be as follows:

<u>Square Opening Sieves</u>	<u>Percent Passing (by weight)</u>
2 inch	100
1-1/2 inch	90-100
1 inch	80-100
¾ inch	55-100
½ inch	35-80
3/8 inch	12-65
No. 4	5-30
No. 10	0-8

2.04 CLAY GRAVEL

A. Clay Gravel shall be composed of natural or artificial mixtures of aggregates and soil mortar so proportioned as to meet all the requirements as hereinafter specified.

B. The coarse aggregate (material retained on the No. 10 sieve) shall consist of hard, durable particles of uncrushed gravel and shall be free from vegetable or other deleterious substances. The percentage of wear shall not exceed 50%.

3.03 BASIS OF PAYMENT

- A. Granular Materials is a reference specification. Payment will be made as set out in each item specification.

damage, and in no case will vehicles be allowed to travel in a single track. If ruts are formed, the subgrade shall be reshaped and rolled.

- F. The top of the subgrade shall be of such smoothness that when tested, it shall not show any deviation in excess of 1/2 inch nor shall it be more than 0.05 foot from the true established grade.
- G. Where material is encountered that will not permit satisfactory compaction for subgrade, excavation, disposal and replacement for this material will be required and will be considered as incidental to subgrade preparation. No extra pay will be allowed for this item.

3.02 CONSTRUCTION

A. Spreading, Compacting and Finishing

1. Crushed limestone base course shall be constructed in layers not to exceed 8 inches in compacted thickness. The first layer shall be constructed upon a layer of geotextile fabric on an approved underlying course. In constructing any required subsequent layer of the stone base the previously laid layer(s) shall have been constructed in accordance with these specifications and shall have been maintained free of all ruts or irregularities and loose material and at the proper moisture content.
2. Spreading, shaping and compacting of the crushed stone shall be performed during daylight hours only.
3. To facilitate the bond between layers of the crushed stone base, subsequent layer(s) shall be placed upon previously placed layers as soon as practicable.
4. The contractor shall avoid cutting into the underlying completed course or layer at any time, and by any method. He shall be responsible for maintaining the proper moisture content in the material including the vertical faces of half width spreads of construction.
5. Compacting shall begin promptly after satisfactory spreading of the material and while moisture content is at optimum.
6. The density of the completed portions of each layer of the base course shall be 95% Standard Proctor density.
7. When completed the base course layers shall be smooth, hard, dense, unyielding, and well bonded. It shall be the Contractor's responsibility to:
 - a. Maintain optimum moisture content by reducing or accelerating loss of moisture.
 - b. Make adjustments as necessary to meet thickness, line, grade, and density requirements.
 - c. Minimize segregation or degradation of aggregates.
 - d. Remove from the site and for the full layer depth any materials found to be unsatisfactory and replace with satisfactory material.
 - e. Avoid cleavage lines in the base.
 - f. Insure a completed base course meeting all requirements of these specifications.

HOT-MIX ASPHALT PAVEMENT

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. This item shall consist of the construction of one or more lifts of Hot Mix Asphalt (HMA), each made of a mixture of mineral aggregate and bituminous material, mixed in a central mixing plant and placed on a prepared course in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

PART 2: MATERIALS

2.01 MATERIAL REQUIREMENTS

- A. The Hot-mix asphalt pavement shall have crushed limestone aggregate.
- B. The materials, composition, construction methods, inspection, measurements, payment, and all other requirements for a satisfactory completed finished product shall meet the requirements of Section S-401, S-403 and all other sections referenced by these sections of the "Mississippi Standard Specifications for State Aid Road and Bridge Construction" 2004 Edition, as issued by the Office of State Aid Road Construction of the Mississippi Department of Transportation.
- C. Unless otherwise specified, Material Transfer Device is required.
- D. There will be no fuel adjustments for this item.
- E. Periodic testing for mixture quality and density will be conducted by the Engineer.
- F. The Hot Mix Asphalt Pavement, for the type and mixture specified on the plans or in the contract documents, shall conform to these specifications.

PART 3: EXECUTION

3.01 BASIS FOR PAYMENT

- A. Payment shall be made under:

Hot-Mix Asphalt (Type) (Mixture)	Per Ton
Type:	ST, MT, or HT
Mixture:	9.5 mm, 12.5 mm, 19 mm, or 25 mm

32 12 16.4

Hot Mix Asphalt Pavement

required and shall be tamped and spaded until it is consolidated and mortar entirely covers and forms the top surface. The exposed surfaces of the concrete shall be floated smooth and the edges rounded to the radii shown on the plans. Before the concrete is given the final finishing, the surface shall be tested with a straight-edge, and the irregularities of more than ¼ inch in length of the placement shall be eliminated.

- B. A groove of sufficient depth shall be placed transversely along the curb sections at 5 foot spacing. Pre-molded expansion joints, ½ inch thick, shall be placed at intervals not to exceed 30 feet, unless otherwise directed by the Engineer. The expansion joint material shall fill the full cross-section and any protruding material shall be trimmed flush with the surface after the concrete has set.

3.03 CONCRETE SIDEWALKS

- A. Concrete shall be placed in forms sufficiently strong to prevent any lateral deflection. The concrete shall be placed in the forms to the final depth required and shall be tamped and spaded until it is consolidated and mortar entirely covers and forms the top surface. The exposed surfaces of the concrete shall be floated smooth and the edges rounded to the radii shown on the plans. Before the concrete is given the final finishing, the surface shall be tested with a straight-edge, and the irregularities of more than ¼ inch in length of the placement shall be eliminated. The surface finish shall be as specified by the Engineer conforming to the "Concrete and Reinforcing" specifications.
- B. Pre-molded expansion joints, ½ inch thick, shall be placed at intervals not to exceed 32 feet. The expansion joint material shall fill the full cross-section and any protruding material shall be trimmed flush with the surface after the concrete has set. Grooved contraction joints shall be set 4 feet apart between expansion joints.

3.04 STAMPED CONCRETE RAMPS

- A. Stamped Concrete Ramps shall be installed as shown on the plans.
- B. The Stamped Concrete Ramps shall have a red brick pattern.
- C. If required, the concrete mix design may be altered to better suit the application. The mix design must be approved by the Engineer prior to its use on the project.

3.05 BACKFILL

- A. After the concrete has set sufficiently, the spaces adjacent to the structure shall be backfilled to the required grades with selected borrow material compacted to at least 95 percent of its standard proctor density, within 2 percent of its optimum moisture content.

MINOR STRUCTURES

1. SCOPE This item shall consist of concrete structures, concrete toe walls, concrete headwalls, concrete storm water inlets, concrete junction boxes, concrete pipe collars, concrete wings and aprons, etc., constructed in accordance with these specifications, and at the locations and in conformity with the plans. This work shall include the connection to all drainage lines entering or leaving the structures. Grates and Grate Frames shall be furnished as shown on the plans.

Pre-cast inlets and boxes will not be allowed.

2. CONSTRUCTION The Contractor shall perform all excavation required for concrete structures to the required line and grade. Concrete structures shall be constructed as shown on the drawings. Concrete and reinforcements shall be as specified under the section "Concrete and Reinforcing". Inverts shall be finished to drain. Inlet and outlet pipes shall be set flush with the wall in a neat watertight connection. Grates and grate frames shall be furnished as shown on the plans or as specified.

The material for backfill around all structures shall conform to the Selected Borrow Material specified in the "Granular Materials" section of these specifications. This material shall be placed as specified in the Site Earthwork specification. There will be no separate payment for furnishing and placing this material. The cost for this work shall be included in the contract unit price bid for Minor Structure Concrete.

3. METHOD OF MEASUREMENT Minor Structure Concrete will be measured by the Cubic Yard, calculated using the dimensions shown on the plans. The quantity shown on the bid form will be the quantity paid for. If modifications, approved by the Engineer, are made in the field, the structure shall be field measured and the quantity will be adjusted. Steel reinforcement will not be measured for payment. Backfill material will not be measured for separate payment.

4. BASIS OF PAYMENT Minor Structure Concrete will be paid for at the contract unit price bid per cubic yard.

Steel Reinforcement will not be paid for separately. Payment for the steel reinforcement shall be included in the cost for the minor structure concrete.

Grates and Grate Frames will be paid for separately at the contract unit price bid per pound.

Backfill material will not be paid for separately.

These payments shall be full compensation for all items of labor, materials, and equipment in connection with the excavation, construction, and backfill for concrete minor structures.

Driveways and turnouts will be paid for per square yard, for the number of square yards actually constructed. Reinforcement will be considered incidental to construction and will not be a separate pay item.

The payments shall be full compensation for all materials and labor expended and equipment used together with all incidentals thereto including subgrade preparation, backfilling, finishing and curing.

TREE GRATES

1. SCOPE The work covered by this section of the specifications shall consist of providing and placing tree grate sets around tree planting areas in the sidewalk according to the details shown on the plans.

The tree grates set shall be NEENAH R-8810 / 180 degree / rectangular tree grate set, or equal. It shall be the contractor's responsibility to acquire all materials and parts from the manufacturer along with instructions for the proper installation of the units.

One tree grate set shall consist of two halves bolted together.

The locations of the Tree Grates are not shown on the plans, but they will be field located by the Owner prior to their installation. It is the Contractor's responsibility to notify the Engineer in advance of needing these locations.

Payment shall be made under Tree Grates per each, which payment shall be for one tree grate set bolted together. Payment shall be full compensation for all materials, equipment, and labor for a completed Tree Grate, installed and accepted.

- B. The geotextile fabric must fully encapsulate the filter material to prevent contamination from other soils.

3.02 COMBINATION STORM DRAIN AND UNDERDRAIN

- A. The combination storm drain and underdrain shall be installed as shown on the plans.
- B. The geotextile fabric must fully encapsulate the filter material to prevent contamination from other soils.
- C. Where the plans indicate that a conduit is to serve as a combination storm drain and underdrain, the conduit shall in general be constructed in accordance with the specifications for Pipe Culverts and Storm Sewers.
- D. The Contractor shall carefully grade and shape the compacted backfill for the lower portion of the pipe so that water entering the filter material will be adequately drained into the unsealed portion of the joints. In no case shall the surface of the compacted backfill be below the sealed portion of the joints. After the lower portion of the joint has been backfilled, compacted, and shaped as indicated above, the filter material shall be placed for the full depth shown on the plans.

3.03 BASIS OF PAYMENT

- A. Payment for the Pipe Underdrains shall be made at the contract unit price bid for Pipe Underdrains, per linear foot, for the actual amount of Pipe Underdrain installed and accepted, which price shall include all labor and materials for a completed underdrain including excavation, geotextile fabric, perforated pipe, connections, filter materials, and all other necessary items for a completed underdrain system.
- B. Pipe Culverts and Storm Sewers which are to serve as a combination storm drain and underdrain, shall be constructed in accordance with the specifications for Pipe Culverts and Storm Sewers, except as modified herein and as shown on the plans. There will be no separate payment for this modification, or any labor and materials including excavation, geotextile fabric, perforated pipe, connections, filter materials, and all other necessary items for a completed product.

2.05 ALUMINIZED STEEL PIPE

- A. The Aluminized Steel Pipe shall be Type 2 and shall conform to the applicable requirements of AASHTO —274 or ASTM A-929. It shall be manufactured in accordance with the applicable requirements of AASHTO —36 or ASTM A-760. It shall be 16 gage with 2-2/3 x 1/2 Corrugation.

2.06 BITUMINOUS PLASTIC SEALER

- A. The bituminous plastic sealer shall conform either of the following:
 - 1. The requirements of ASTM Standard Specification 41-70 and shall be composed of refined petroleum asphalt dissolved in a suitable solvent and stiffened with an inert mineral filler. It shall be Talcote, as manufactured by Gibson-Homans Company, Gretna, La., or equal.
 - 2. The requirements of ASTM Standard Specification C990-01a and shall be composed of refined hydrocarbon resins and plasticizing compounds reinforced with an inert mineral filler and shall contain no solvents. It shall be EVERGRIP 990, as manufactured by Gulf States Asphalt Company, South Houston, TX, or equal.
- B. Mortar for connections to other drainage structures shall be composed of 1:2 Portland cement and sand.
- C. All approved laboratory test reports covering all the pipe and other materials shall be furnished by the manufacturer.

2.07 BITUMINOUS COATED CORRUGATED METAL CULVERT PIPE AND PIPE ARCHES

- A. Bituminous Coated Corrugated Metal Culvert Pipe and Pipe Arches shall conform to the requirements of the Standard Specifications for Corrugated Metal Culvert Pipe, AASHTO Designation —36 Type I, except the minimum gauge thickness shall be as shown on the plans, however, corrugated metal pipe manufactured from sheets thicker than that specified will be acceptable when approved by the Engineer. The internal diameter of corrugated metal pipe shall be determined by inside measurement between the crests of the corrugations.
- B. In addition, the Corrugated Metal Pipe and Arches shall be completely coated inside and out with bituminous material in accordance with the requirements of Standard Specifications for Bituminous Coated Corrugated Metal Culvert Pipe and Pipe Arches, AASHTO Designation —190 Type C, fully coated with paved invert.
- C. The pipe shall be coated uniformly to a minimum thickness of 0.05 inch, measured on the crest of the corrugations and the pavement shall have a minimum thickness of 1/8" above the crest of the corrugations.

supported to prevent any movement pending and during the construction of end supports.

- G. Construction methods of Bituminous Corrugated Metal Pipe Arches shall conform reasonably close to the requirements for Bituminous Coated Corrugated Metal Pipe Culverts. Pipe Arches 58" x 36" and larger shall be braced prior to back-filling operations. The branches shall be not less than 4" x 4" timbers spaced five feet apart between upper and lower sills which shall also be not less than 4" x 4" timbers.
- H. All pipe utilized on this project shall be handled and installed according to the manufacturers recommendations and instructions, and shall comply with all applicable guidelines.
- I. On the plans, the required lengths of the pipes are specified. If any of these lengths are not exact multiples of the delivered pipe lengths, the pipes must be sawed by the contractor so that the correct length of pipe is installed. The partial pieces of pipes not installed will not be paid for. The sawing of the pipes will not be paid for separately.
- J. All pipe joints shall be completely wrapped in Type V (Non-Woven) Geo-Textile Fabric as specified in Table I, Geotextiles (714.13.11—Table) of Section S-714.13—Geotextiles of the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction. Geotextile Fabric shall extend a minimum of 18 inches beyond the joint.

3.02 BACKFILLING

- A. The backfill material shall conform to the selected borrow material in the "Granular Material" specification. Great care shall be used to obtain thorough compaction under the haunches and along the sides to the top of the pipe. The backfill shall be placed in loose layers not exceeding 6" in depth and successive layers shall not be placed until thorough compaction is obtained. Each lift of embankment in trenches under areas to be paved shall be compacted to 95% Standard Proctor density.

3.03 CONNECTIONS

- A. Where the plans call for connections to existing or proposed structures or lines, these connections shall be watertight and made so that a smooth uniform flow line will be obtained. Such connections shall be made by the Contractor at no extra compensation.
- B. The joints of all pipe culverts to other drainage structures shall be caulked and filled with mortar. Joints shall be thoroughly wet before applying mortar, and sufficient mortar shall be used to form a bead around the outside of the joint and to fill the

INLET MODIFICATIONS

1. SCOPE This item consists of removing the grate and portions of each wall of the box of the inlets. Cover the box with concrete slab in accordance with the section as to the dimensions and grades shown on the plans and in the specifications. Concrete and Reinforcing shall be as specified in the "Concrete and Reinforcing" division of these specifications.

2. BASIS OF PAYMENT Payment shall be made for the complete inlet modification per Each. The modification shall consist of all equipment, labor and materials for a completed unit.

WATER SPECIFICATIONS

GENERAL SPECIFICATIONS FOR WATER SYSTEM IMPROVEMENTS

1. SCOPE OF WORK Work under this section shall consist of the furnishing all materials, equipment and labor to install, connect and complete the additions to the water distribution system consisting of water pipe lines, valves and fittings and all miscellaneous and appurtenant items of work in connection with the above. In addition to these general specifications, any portion of other contracts, bound herein, which are applicable, or can be made applicable to this work, shall be deemed to apply.

Item specifications follow which apply to one or more of the water improvements contracts. These items, or technical specifications are:

- Fire Hydrants
- Water Pipe Lines
- Pipe Fittings
- Valves and Boxes
- Connections to Existing Mains
- Water Service Connections

It is the intent of the specifications that in all particulars, the workmanship, methods and materials of construction shall conform to the best practice and that the equipment and accessories as furnished and installed shall be complete and ready to operate.

The Contractor shall be responsible for furnishing, installing, and testing all equipment required for the construction of this project.

All parts shall be so designed and proportioned as to have adequate strength, stability and stiffness, and shall be especially adapted for the work to be done. Ample room shall be provided for inspection, repairs and adjustments.

The following specifications call special attention to certain features, but do not cover all details entering into the design of the equipment and accessories.

2. CLEARING AND GRUBBING Clearing and grubbing required to be done to facilitate other items of work shall be done. Cleared and grubbed materials shall be disposed by removing from the site in accordance with the requirements of the appropriate regulating governmental agency. No separate compensation will be made for clearing and grubbing or disposal of cleared and grubbed materials. All clearing and grubbing will be limited to areas inside public road right-of-way and construction easements.

3. SIDEDRAIN PIPE In some locations water lines must be laid in roadside ditches. Where sidedrain pipes are in way of construction, the sidedrains shall be carefully removed and replaced. No separate payment will be made for this item and it shall be considered to be incidental to the water pipe work. Pipe lengths broken by the contractor shall be replaced by him.

facility damaged through negligence on the part of the contractor shall be restored at his expense (including but not limited to damage to water heaters).

Any delay, additional work, or extra cost to the Contractor caused by existing underground installations and above ground utilities and structures shall not constitute a claim for extra work, additional payment, or damages.

The Contractor shall use maximum care to avoid damage to any facility which is to remain in service in its existing location. Any work required to maintain service shall be done at the Contractors' expense.

8. TESTING The expense of making proctor tests and density tests of the trench backfill material shall be borne by the **Owner** and will not be a pay item.

Unless otherwise directed by the Engineers, a density test shall be made on Selected Borrow Material on top of the material every 200' ± along the trench. For Crusher Run Stone, one test shall be made every 1000' ± along the trench.

One proctor test for Selected Borrow Material and one for Crusher Run Stone shall be required for each source of supply. Approval of each source of supply will be required prior to the materials being incorporated into the work.

In the event of failed density tests, the Contractor shall continue to compact and to adjust the moisture content until the tests meet or exceed the specified minimum density.

Density tests are considered an integral part of the Water Pipe Line installation and backfill work and payment for same will not be made until satisfactory test reports have been received and reviewed by the Engineers.

Resetting existing fire hydrants will be paid for at the contract unit price per each which payment will be full compensation for all items of work involved.

Fire hydrant wrenches, concrete blocking and washed gravel shall be considered as incidental to the work and will not be paid for as separate items.

09244 21 11 16 Fire Hydrants

2017.11.29 Page 2 of 2

C905 DR18 rated for 235 psi (DIPS 14"-24"), DR21 rated for 200 psi (DIPS 14"-24"), DR25 rated for 165 psi (DIPS 14"-30"), DR 32.5 rated for 125 psi (18"-36") or DR41 rated for 100 psi (16"-36"). Restrained joint PVC pipe (4"-12") shall be equal to Certa-Lok® C900/RJ grooved pipe and couplings utilizing thermoplastic splines, and complying with AWWA C900 DR14 rated for 305 psi. Unless otherwise noted, AWWA C900 and C905 water pipe shall be blue in color, and ASTM D1785 and D2241 pipe shall be white in color. All pipe furnished shall be accompanied by the manufacturer's certification of conformance to the referenced specifications.

PE plastic pipe for water pipe lines shall be high density polyethylene (HDPE) which meets or exceeds ASTM D3350 and shall have a minimum cell classification of PE345464C. The pipe material designation code shall be PE3608 or higher, and shall be listed as meeting ANSI/NSF 61. PE pipe shall meet the requirements of AWWA C906 (IPS or DIPS 4" and larger), DR17 PC 100, DR11 PC 160, or DR9 PC 200; or shall meet the requirements of AWWA C901 (IPS or CTS ½"-3"), DR17 PC 100, DR11 PC 160 or DR9 PC 200. For PE pipe made from HDPE pipe material with a minimum cell classification of PE445474C and a pipe material designation code of PE4710 (high performance), pipe shall meet the above requirements except that the pressure class shall be DR21 PC 100, DR17 PC 125, DR11 PC 200 or DR9 PC 250. PE pipe shall be marked in accordance with the standards to which it is manufactured, and shall have a blue stripe or a blue exterior color. All pipe furnished shall be accompanied by the manufacturer's certification of conformance to the referenced specifications.

Miscellaneous Materials: Miscellaneous pipeline materials shall include the following:

- A. Bolts used on underground fittings shall be corrosion resistant, high strength, low alloy steel type such as Corten bolts complying with ASTM A242-HSLA, Cor-Blue bolts complying with ANSI/AWWA C111/A21.11, or shall be Type 304 or Type 316 stainless steel bolts.
- B. Joint Lubricants shall be only the type recommended or supplied by the pipe manufacturer. No other type of lubricants shall be allowed.
- C. PVC Solvent Cement Materials shall consist of primer complying with ASTM F656 and solvent cement complying with ASTM D2564.
- D. Crushed Stone shall be crushed limestone, crushed concrete, or other crushed rock material in accordance with the requirements of the "Granular Materials" section of these Specifications.
- E. Selected Borrow Material shall be in accordance with the requirements of the "Granular Materials" section of these Specifications.

4. SEPARATION OF WATER MAINS AND SEWERS Water mains shall be laid at least 10 feet horizontally from any sanitary sewer or manhole. The bottom of the water line shall be at least 18 inches above the top of the sewer line.

When local conditions prevent adequate horizontal and vertical separation, as defined above, the following conditions must be met:

endanger the work but to be of as little inconvenience as possible to the public travel and abutting property; also such that free access may be had at all times to utilities and the vicinity of the work. Use bulkheads as necessary to prevent spillage outside rights-of-way and easements. Remove and waste any material encountered in the excavation which, in the opinion of the Engineer, is unsuitable for use in the work. Do not stockpile along the side of the excavation. Dispose of all surplus and unsuitable excavated material at no cost to the Owner. Do not leave such material on the right-of-way or project easement, nor adjacent thereto without the written permission of the property owner.

Perform topsoil restoration in all cultivated fields, in yards where chalk is encountered, and at other locations as directed. Excavate topsoil to a minimum depth of 18" and stockpile it in approved areas near the area of excavation. Take precaution to segregate the excavated topsoil from the remaining excavated material.

6. PIPE LAYING Lower the pipe into the trench in such a manner as to prevent damage to the pipe or pipe coating. Do not drop or dump the pipe or fittings during unloading or laying. Pipe and fittings must be handled only from the outside. No forks, chains, straps, hooks, bars or other devices shall be placed inside the pipe or fittings for lifting, positioning, or laying. Plug or cap unattended exposed open ends of the pipe to prevent foreign matter and dirt from entering the pipe. Install polyethylene encasement on ductile iron pipe, fittings, and valves in accordance with ANSI/AWWA C105/A21.5.

7. PIPE RESTRAINT Provide approved restrained joints and concrete thrust blocks at all tees in pipe lines and all bends greater than $22\frac{1}{2}^{\circ}$. Blocks shall bear on compacted natural soil of trench walls and bottoms and shall provide a perpendicular bearing surface opposite the direction of the pipe run.

8. JOINTING In general, make all joints in accordance with the manufacturer's instructions exercising extreme care to clean all parts before assembly. Solvent cement joints shall not be allowed for AWWA C900 or C905 PVC pipe, or any PVC plastic pipe joint 4" or larger in diameter.

Fusion welded joints for PE pipe shall be made in accordance with ASTM F2620. Butt fusion procedures per ASTM F2620 or Plastic Pipe Institute (PPI) TR-33 shall be followed, in accordance with the manufacturer's recommendations, and shall be done only by qualified fusion technicians per PPI TN-42. The fusion machine shall have an automatic hydraulic feed system. Data shall be recorded for each joint and a copy of the log shall be provided to the Engineer. The joint report data shall include: date and time, joint number, machine I.D., piston area, pipe size and material, interfacial pressures, recommended gauge pressures, drag pressure, and probe temperatures. Saddle fusion, where required, shall comply with ASTM F2620 and PPI TR-41, using materials complying with ASTM F905. Electrofusion joining shall comply with ASTM F1290 and PPI TN-34, shall be performed only by qualified persons, and only with prior approval of the Engineer. Socket fusion joints shall be prohibited.

After the backfill is completed, remove and dispose of surplus material, excess dirt and rubbish from the site. Grade the site to drain without ponding to a uniform surface with a pleasing appearance. After the work is completed, remove all tools and other equipment and leave the entire site free, clear and in good condition. Performance of this work is not payable directly, but shall be considered as a subsidiary obligation of the Contractor.

Reconstruct shrubbery and landscaping beds and reset plants. Observe local nursery practice in re-establishment of landscaping items and perform work within seasonal limitations. Reconstruction of shrubbery and landscaping will not be paid for separately but will be incidental to the applicable work items.

Restore gravel surfacing as set out under the "Reconstruction of Surfacing" section of these Specifications. Restoration of surfacing shall follow pipe laying closely.

Replace grassed areas as set out under "Erosion Control". Where the work is in an established lawn, restoration shall be made using solid sod of the same type grass as the existing lawn. For roadside and open fields, restoration shall be made by seeding.

12. PRESSURE TESTING

After the pipe has been laid, all newly installed pipe and selected valved sections shall be hydrostatically pressure tested in accordance with the requirements of ANSI/AWWA C600 (for ductile iron pipe), ANSI/AWWA C605 (for PVC pipe), or ASTM F2164 & F1412, AWWA M55 Chapter 9, and PPI Handbook of Polyethylene Pipe (2nd ed.) Chapter 2 (for PE pipe). Each valved segment shall be tested individually at the specified test pressure, unless otherwise directed by the Engineer.

Backfill pipe trenches sufficiently and provide reaction blocking where needed before hydrostatic testing. Allow sufficient curing time for concrete thrust blocks before testing. The Engineer may direct the Contractor to leave certain fittings and connections uncovered until testing has been completed. Notify the Engineer at least 24 hours prior to testing. Tests must be observed by the Engineer or his representative and certification of such observance must appear on the test record. Provide one copy of each test record to the Engineer.

Before applying the specified test pressure, expel air completely from the section of pipe under test. Slowly fill each valved section of pipe with water. If permanent air vents are not located at all high points, install taps and corporation stops at such points so that the air can be expelled as the line is filled with water. After all the air has been expelled, close the corporation stops and apply the test pressure. Apply the specified test pressure by means of a test pump connected to the pipe in a satisfactory manner, with provision for accurately measuring the amount of make-up water required. Accurate pressure gages, easily read to the nearest 1 psi, shall be employed. Allow the system to stabilize at the test pressure before conducting the leakage test. At the conclusion of the pressure test, the corporation stops shall be left in place and record of their location provided.

sample shall be collected by a representative of the MSDH, the Engineer, or the Certified Operator of the public water system. The water collected for testing shall not have a chlorine residual higher than is normally maintained in the water system.

- D. The samples shall be analyzed by the MSDH Environmental Laboratory or other State Certified laboratory. The Contractor shall deliver a copy of the test results to the Engineer. A sample result showing "No Coliform Present" shall constitute a satisfactory (passing) sample. Any other sample results shall constitute an unacceptable (failing) sample.
- E. If a satisfactory (passing) sample is not obtained from each sample point, the procedures in steps B, C and D above shall be repeated until two consecutive satisfactory samples are obtained from each sampling location.

No portion of the work shall be placed into service to the consumers until disinfection has been satisfactorily completed.

14. CHANGES IN LOCATION

The location of water lines

and other items of work may be changed from that shown on the plans to another location and the quantity of any item may be increased by adding items at new locations within the general vicinity of work or decreased by deleting items within the limit specified. Items of work at changed or new locations and increased or decreased quantities of items shall be performed at the contract unit price.

15. BASIS OF PAYMENT

The following Basis of

Payment will apply to unit price contracts only. Where this item is a part of a lump sum contract or item, this Basis of Payment will not apply.

Water Pipe Lines will be paid for at the contract unit price per linear foot per size and type, for the actual measured length of pipe furnished, installed and connected where authorized and directed by the Engineer. Measurement will be made continuously through valves and fittings without deduction therefor.

Payment will be made in accordance with the following schedule of values which shall be shown on the partial payment form:

- 1. Photographs 10%
- 2. Installation and Backfill..... 65%
- 3. Pressure Testing..... 5%
- 4. Disinfection and Bacteriological Testing 10%
- 5. Clean Up 10%

No additional compensation will be allowed for extra depth where required in connection with road or ditch crossings. This payment shall be full settlement for all power, materials, equipment and labor used in connection with completing the pipelines, including testing.

PIPE FITTINGS

1. SCOPE OF WORK This specification covers fittings for pipe lines, furnished, installed and ready for use.

2. GENERAL Fittings for 3" and smaller plastic pipe shall be PVC. Fittings for 4" and larger plastic pipe shall be ductile iron.

All fittings furnished shall be accomplished by the manufacturer's certification of conformance to the specifications.

3. MATERIALS Mechanical Joint Fittings for ductile iron pipe shall be ductile iron mechanical joint fittings, ANSI/AWWA C153/A21.53, ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11 as applicable.

Mechanical joint fittings with EBAA Iron "Megalug" glands and gaskets, Uni-Flange Series 1400/1500 restrained joint devices, Sigma "One-Lok" or equal, shall be used where restrained joint fittings are specified. All mechanical joints shall be restrained.

Pipe Fittings for Flanged Connections shall be Class 125, ductile iron fittings, ANSI/AWWA C110/A21.10.

Ductile iron fittings shall be uniformly coated on the inside with cement-mortar lining conforming to ANSI/AWWA C104/A21.4.

Plastic Pipe Fittings shall be rigid polyvinyl chloride in accordance with ASTM Specification D-1784, cell classification 12454. Additives and fillers including, but not limited to, stabilizers, antioxidants, lubricants and colorants shall not exceed 10 parts by weight per 100 of PVC resin in the compound. Certification of resin compounding shall be provided by the manufacturer. Plastic Pipe Fittings shall be schedule 40 per ASTM D-2466 for solvent weld joints per ASTM D-2855. Fittings shall bear the stamp of approval of the National Sanitation Foundation. PVC fittings shall be installed within one year of the date of manufacture indicated on the pipe.

4. THRUST BLOCKS Unless otherwise noted on the plans, provide concrete thrust blocks around fittings at the locations and of the volume and strength required to withstand thrust reactions at the test pressure. Where directional changes occur in a vertical plane, use tie rods, malleable rod couplings and socket clamps or other approved mechanical retainers.

5. BASIS OF PAYMENT The following Basis of Payment will apply to unit price contracts only. Where this item is a part of a lump sum contract item, this Basis of Payment will not apply.

VALVES AND BOXES

1. SCOPE OF WORK These specifications cover the furnishing, installing and connecting of valves in pipe lines and include the valve boxes.

2. DESCRIPTION

Gate Valves 4"-12" Gate valves sized 4" through 12" DIPS (ductile iron pipe size) shall be NRS (non-rising stem) resilient wedge gate valves and shall meet or exceed all applicable requirements of ANSI/AWWA C515. Valves shall be UL listed, FM approved and certified to ANSI/NSF 61. Valves shall be pressure rated for 350 psi working pressure, and shall be factory seat tested to 525 psi and shall be tested to 700 psi. Valves for underground service shall be provided with a standard 2" square wrench nut with a recessed stem attachment bolt. Valves for aboveground service shall be provided with a handwheel. Valves shall open left (counter-clockwise) and shall have an arrow cast on the wrench nut or handwheel indicating opening direction. Bolts and nuts for the stuffing box, bonnet, and stem attachment shall be Type 304 stainless steel, with antiseize compound applied where nuts are used.

The valve gate (wedge or disc) and guide lugs shall be made of ASTM A536 ductile iron and fully encapsulated in molded SBR rubber meeting ASTM D2000. Guide cap bearings of acetal (POM polymer) shall be secured over the solid guide lugs to prevent abrasion and to reduce the operating torque. Guide caps placed over bare metal are not acceptable.

The valve stem shall be made of ASTM B138 bronze alloy with the stem collar to be hot forge upset; collars not integral with the stem are unacceptable. Valve stems shall have an anti-friction thrust washer above and below the stem thrust collar. Valves shall have a stuffing box with bolts in line with the flow and be O-ring sealed, with two O-rings above and one O-ring below the stem thrust collar. The thrust collar shall be factory lubricated. The stuffing box shall have two integrally cast lifting lugs. Valves without a stuffing box, or without at least three stem O-rings, are unacceptable. Valve stem design shall be such that if excessive input torque is applied, stem failure shall occur above the stuffing box at a point to enable the operation of the valve with a pipe wrench or other tool.

The valve body, bonnet, stuffing box and wrench nut shall be composed of ASTM A536 ductile iron. The body and bonnet shall adhere to the minimum wall thickness for reduced wall ductile iron valves as set forth in AWWA C515, Table 2, Section 4.4.1.2. Valves shall have all internal and external ferrous surfaces coated with a fusion bonded thermosetting powder epoxy coating of 10 mils nominal thickness in conformance with AWWA C550.

Valves for underground service shall have mechanical joint ends. Valves for above ground service shall have flanged ends. End joints shall conform to ANSI/AWWA C110/A21.10, ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53, as applicable.

CONNECTIONS TO EXISTING MAINS

1. SCOPE OF WORK This specification covers the connection of the new pipe lines to the existing water mains as shown on the drawings and as directed. It includes excavating, cutting the old line, preparing the connection, disinfection, backfilling and cleaning up.

2. COORDINATION Make all connections in cooperation with the Owner. Schedule wet taps so as to interfere as little as possible with the operation of the system; some wet taps may have to be made after daylight hours.

3. CONSTRUCTION Remove surfacing and make excavation as necessary to make the taps.

Clean the pipe to be cut and make neat cuts. All materials necessary to make the connection and put the line back in service shall be on hand at the site before the cut is made. Provide facilities for pumping the water which drains from the cut pipe unless a gravity drain can be constructed. When preparations have been made, the Owner will shut the valves required to isolate the tap. Make all joints tight and put the section back in service as soon as possible after the tap has been made. Thoroughly clean all pipe fittings and valves as each item is installed in the connection. Provide a teaspoon of HTH at each joint in the connection. Backfill and restore surface as specified elsewhere.

Where the Owner is not able to cut off the water in a line to be tapped, make the tap under pressure using a tapping sleeve and a tapping valve in accordance with the tapping machine manufacturer's instructions. Furnish the tapping machine required for a machine tap under pressure. Tapping sleeves for machine taps to ductile iron mains shall be iron body Mueller H-615, or equal. Tapping sleeve for machine taps to PVC mains shall be stainless steel body Mueller H-304, JCM432, or equal.

Valves for machine taps shall be resilient wedge tapping valves conforming to ANSI/AWWA C509 or C515 with stainless steel nuts and bolts on the stuffing box and valve bonnet, Mueller T-2360 MJxFL, or equal.

4. DISINFECTION Disinfection and bacteriological testing shall be as specified by ANSI/AWWA C651.

5. BASIS OF PAYMENT The following Basis of Payment will apply to unit price contracts only. Where this item is a part of a lump sum contract or item, the Basis of Payment will not apply.

Payment will be made for connection to existing water mains not under pressure per each Wet Tap actually made at the contract unit price with regard to the size of the pipe tapped.

WATER SERVICE CONNECTIONS

1. SCOPE OF WORK This specification covers furnishing and installing of a corporation stop in the main, the replacement or installation of water service lines extending from the water main outward towards the customer to be served, the meter with accessories at the line terminus and the connection to existing service line downstream of the meter. It includes making the excavation, connecting the service lines to the mains, making connections in the service lines, installing the service lines in encasements under highways and railroads, providing and installing the necessary and specified materials and backfill and clean-up as specified elsewhere.

2. SERVICE LINES Service lines shall be Type K Copper per ASTM B88 unless otherwise designated on the plans as polyethylene (PE) tubing. PE service tubing shall be blue in color and be DR 9, ASTM D2737 (PE 3408/3608/4710) with copper tube size compression joints. All PE service tubing furnished shall have the manufacturer's name and NSF logo identification marked. Generally, service lines shall be installed with a minimum bury of 24" and shall be laid to conform roughly to the topography of the ground. Under ditches, the minimum bury shall be 24" (measured from the bottom of the ditch) for County roads and City streets and 36" for Highways and State Aid Roads. Trenching, backfilling and pipe laying shall be performed in conformity with the specifications under Water Pipe Lines.

3. NOTICE Notify the water customer 24-hours in advance of work on the individual service.

4. CONNECTIONS TO MAINS Make connections to water mains with the service line horizontal and watertight using an approved sealer on all screwed joints. Set corporation stops in an up-45 degree position. All materials shall be lead free per ASTM B584, Alloy C89833.

Connect to mains as follows:

To Cast Iron or Ductile Iron Mains For 3/4" and 1" services, provide a Mueller H-15008 corporation stop with compression connection, or equal; installed in the main using a dry tap. For 1-1/2" and 2" services, provide and set a Mueller H-15025 brass corporation stop in a Mueller BR2S bronze double-strap service saddle with stainless steel straps, or equal, installed on the main.

To PVC Mains Provide a Mueller H-13000 Series bronze service saddle, or equal, of the proper size. Clamp watertight to main. For 3/4" and 1" services, insert a Mueller H-15008 brass corporation stop with compression connection, or equal. For 1-1/2" and 2" services, provide and set a Mueller H-15025 brass corporation stop, or equal.

connection point on the existing customer service line. The Contractor shall connect the new service line to the meter outlet. Once the new main and service lines are serviceable, the Contractor shall connect the new service line to the existing customer service line, using fittings as required and as specified, and shall also disconnect and cap the service line to the existing meter. The Contractor shall install the new customer service line section as specified in Article 2 above. The customer service line shall be PE (polyethylene) service tubing, CTS (copper tubing size) outside diameter (separate pay item).

9. RECONNECTION OF EXISTING METERS Where indicated on the plans, the Contractor shall install new copper service lines from the new main to existing meters. The Contractor shall install new main line service taps, complete with tapping saddle, corporation stops, and fittings as required and as specified in Article 8 above. The Contractor shall place the new main line taps as near as practical to the existing meter locations to minimize the service line length. The Contractor shall install the new copper service line from the service taps to the exiting meters as specified in Article 2 above (separate pay item), and shall connect the new service line to the new tap and to the existing meter service valve using fittings as required and as specified.

10. FLUSHING After completion of the service assembly installation, flush each service thoroughly. During disinfection of the mains, open the meter stop to allow chlorinated water to pass through each service. Samples for MSDH bacteria tests may be taken from services, in which case flush the service thoroughly with fresh water after permitting the chlorine solution to stand as required for disinfection.

11. BASIS OF PAYMENT Service lines will be paid for at the contract unit price per linear foot of the size and type actually installed.

"New Metering Arrangements" will be paid for per each with respect to the size installed, which price shall include full compensation for tapping or connecting to the main, furnishing and installing service saddle, corporation stop, curb valve and/or meter valve, meter couplings, nipples, adaptors and appurtenances as required. Meter and meter box will be provided by *CITY OF TUPELO WATER & LIGHT DEPARTMENT* and installed by the Contractor.

"Reconnections of existing meters "shall be paid for per each with regard to size.

"Reconnections of existing meters" shall be paid for per each with regard to size.

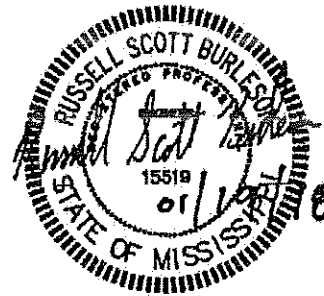
Encasements under highways and railroads will be paid for at the contract unit price per linear foot actually installed for the respective size service line installed within the encasement.

These payments shall be full and complete compensation for each and every item of work and item of cost incurred in making a service connection.

ELECTRICAL SPECIFICATIONS

**DOCUMENT 00002
CERTIFICATIONS**

The Plans and Specifications covered by these Contract Documents were prepared under the supervision and direction of the undersigned Registered Engineers and/or Architects, whose seals are affixed below.



Russell Scott Burleson

END OF DOCUMENT

**DOCUMENT 00003
CONTENTS**

DIVISIONS 0 and 1 - CONTRACT DOCUMENTS AND GENERAL REQUIREMENTS

		<u>Pages</u>
00002	CERTIFICATIONS	1
00003	TABLE OF CONTENTS	1
00004	LIST OF DRAWINGS, TABLES & SCHEDULES	1
01012	SUMMARY OF WORK	1
01025	MEASUREMENT AND PAYMENT	2
01040	PROJECT COORDINATION	1
01050	FIELD ENGINEERING	2
01060	REGULATORY REQUIREMENTS	2
01090	REFERENCE STANDARDS	2
01300	SUBMITTALS	2
01340	SHOP DRAWINGS	4
01400	QUALITY CONTROL	1
01500	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	2
01720	PROJECT RECORD DOCUMENTS	5
 DIVISION 2 - SITE WORK		
02200	EARTHWORK	10
02220	TRENCHING AND BACKFILLING	3
 DIVISION 16 - ELECTRICAL		
16112	UNDERGROUND DUCTS	4
16120	INSULATED WIRE & CABLE - 600V	4

END OF DOCUMENT

SECTION 01012 SUMMARY OF WORK

PART 1. GENERAL

1.01 SUMMARY

- A. The "Work" of this Contract is defined in the Contract Documents to include furnishing and paying for all necessary materials, labor, tools, equipment, and other items, and constructing complete in every detail and ready for Owner's beneficial use, as specified herein, and/or indicated on the Contract Drawings listed elsewhere in these specifications. This project shall consist generally of but not be limited to the following items:
1. Area Parking and Street Lighting Direct Burial Conduits.
 2. Area Lighting Pole and lighting junction box installations.
 3. Install all street light fixture heads and furnish and install all street light wiring conductors as indicated on the drawings.
 4. Install Meter Base, Power Panel, and Lighting Panel Control Center.
 5. Contractor shall install equipment and supporting structures as indicated in the plans.
- B. Contractor shall coordinate all work with owner and engineer.
- C. Contractor shall correct all deficiencies in "Work" by the Contractor as may be indicated by testing and as directed by the Engineer.

1.02 RELATED SECTIONS

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and other Sections in DIVISION 1 of these Specifications.

1.03 WORK CONDITIONS

- A. The Contractor shall coordinate with the joint use authorities the required number and location of conduit stub ups and stub outs at all locations where indicated, prior to such work being performed.
- B. Prior to encasement or backfill obtain approval from the joint use authorities.

1.04 WORK PERFORMED BY OTHERS

- A. Tupelo Water & Light Department will install transformers and conductor between transformers and primary equipment.
- B. Tupelo Water & Light Department will be relocating or adjusting the location of existing lighting and primary underground along Troy Street and Fairpark Drive.
- C. Century Construction will be working in the block between Troy Street, Monaghan Street, North Drive, and Fairpark Drive and will be responsible for work as indicated on plans.

END OF SECTION

2. Electrical

- a. Conduit shall be measured by the linear foot, for each type and size of conduit, including all labor, materials and supplies to furnish the components of a complete conduit system ready for use as described in the Contract Documents. When specified in the Bid Form, separate measurement shall be made for conduits of various specified sizes and types.
- b. Wiring shall be measured by the linear foot, for each type and size of circuit, including all labor, materials and supplies to furnish the components of a complete circuit ready for use as described in the Contract Documents. When specified in the Bid Form, separate measurement shall be made for circuits of various specified sizes and types.

1.05 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Engineer/Architect, provide copies of the subcontracts or other data acceptable to the Engineer/Architect, substantiating the sums described.

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1. GENERAL

1.01 SUMMARY

- A. Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Establishing and maintaining lines, levels, and construction base lines.
 - 2. Structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction.

1.02 RELATED SECTIONS

- A. DIVISIONS 0 and 1 - CONTRACT DOCUMENTS, and GENERAL REQUIREMENTS: These shall apply to all work included in this section.
- B. Additional requirements for field engineering also may be described in other Sections of these Specifications.
- C. As described in the GENERAL REQUIREMENTS, the Owner will furnish survey describing the physical characteristics, legal limitations, utility locations, and legal description of the site.

1.03 SUBMITTALS

- A. Upon request of the Engineer/Architect, submit:
 - 1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
 - 2. Documentation verifying accuracy of field engineering work.
 - 3. Certification, signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or non-conformance with requirements of the Contract Documents.
 - 4. Copy of Contractor's survey documents.

1.04 QUALITY ASSURANCE

- A. Contractor's surveyor shall be a registered land surveyor in the state in which the Project is located.
- B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

**DOCUMENT 01060
REGULATORY REQUIREMENTS**

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. All material, equipment and services furnished shall conform to accepted standards and practices of the electric utility industry, and the standards and codes listed in Section 01090 - REFERENCE STANDARDS.
- B. Perform and construct work in accordance with all federal, state and local laws, codes, and regulations, including those regulating the environment.
- C. Obtain and pay for all construction permits and licenses/certificates of responsibility.
- D. Contractors shall furnish registration and license/certificate of responsibility.

PART 2. PRODUCTS

(NOT USED)

PART 3. EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITY

- A. Contractor shall, as a minimum requirement, construct work in accordance with all federal, state and local laws, codes, and regulations, including but not limited to environmental regulations.
- B. Contractor shall determine all requirements, obtain and pay for all construction permits, including but not limited to, fire protection, environmental control permits, local construction permits and any licenses and permits not obtained by Owner.
- C. Contractor shall pay all inspection fees and governmental charges necessary for execution of work.
- D. Contractor shall give all notices and comply with all laws, ordinances, building and construction codes, rules and regulations applicable to work.
 - 1. If the drawings and specifications are at variance with any federal, state or local laws, ordinances, rules or regulations, the contractor shall notify the Owner and Engineer and shall not proceed with work affected thereby until authorized.
 - 2. If any of the work is done contrary to such laws, ordinances, rules or regulations, the contractor shall bear all expense arising therefrom.

SECTION 01090 REFERENCE STANDARDS

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Quality Assurance
- B. Schedule of References

1.02 QUALITY ASSURANCE

- A. Comply with latest revision of the standard for all equipment, materials and labor, except when more rigid requirements are specified or are required by applicable codes.
- B. Request clarification from Engineer before proceeding, should specified reference standards conflict with Contract Documents.

1.03 SCHEDULE OF REFERENCE

- A. Documents and/or Standards from the following agencies may be referenced in the Contract Documents:

AA	Aluminum Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
ICEA	Insulated Cable Engineers' Association
IEEE	Institute of Electrical and Electronics Engineers

SECTION 01300 SUBMITTALS

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Submittal Procedures
- B. Construction and Progress Schedules

1.02 RELATED SECTIONS

- A. DIVISIONS 0 and 1 - CONTRACT DOCUMENTS, and GENERAL REQUIREMENTS: These shall apply to all work included in this section.
- B. Section 01025 - MEASUREMENT AND PAYMENT
- C. Section 01040 - PROJECT COORDINATION
- D. Section 01340 - SHOP DRAWINGS
- E. Section 01400 - QUALITY CONTROL
- F. Section 01720 - PROJECT RECORD DOCUMENTS

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with transmittal letter or Engineer accepted form. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- B. Submit shop drawings as specified in Section 01340 - SHOP DRAWINGS.
- C. Identify project, Contractor, subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification section number, as appropriate.
- D. Schedule submittals to expedite the project, and deliver to Engineer with copy of transmittal letter to Owner's representative as identified in Section 01040 - PROJECT COORDINATION.
- E. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed Work.
- F. Provide space for Contractor and Engineer review stamps.
- G. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.04 SUBMITTAL SCHEDULE

SECTION 01340 SHOP DRAWINGS

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Submit Shop Drawings and product data required by contract documents.

1.02 RELATED SECTIONS

- A. DIVISIONS 0 and 1 - CONTRACT DOCUMENTS, and GENERAL REQUIREMENTS: These shall apply to all work included in this section.
- B. Section 01300 - SUBMITTALS
- C. Section 01720 - PROJECT RECORD DOCUMENTS

1.03 SHOP DRAWINGS

- A. Shop drawings shall include: fabrication, erection, layout, and setting drawings; material lists; manufacturer's catalog sheets and/or descriptive data for materials and equipment showing dimensions, performance characteristics, and capacities; wiring and control diagrams; electrical characteristics, and capacities; and other pertinent information as required to obtain approval of the items involved.
- B. Drawings shall be presented in a clear and thorough manner.
 - 1. Details shall be identified by reference to sheet and detail numbers shown on Contract Drawings and Specification Sections.
- C. Minimum sheet size: 8 1/2" x 11".
- D. Maximum sheet size: 22" x 34"

1.04 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products or models.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
- B. Manufacturer's standard schematic drawings and diagrams:
 - 1. Modify drawings and diagrams to delete information that is not applicable to the Work.
 - 2. Supplement standard information to provide information specifically applicable to the Work.

1.05 CONTRACTOR RESPONSIBILITIES

- b. Subcontractor
 - c. Supplier
 - d. Manufacturer
6. Identification of the project, with the specification section number.
 7. Field dimensions, clearly identified as such.
 8. Relation to adjacent or critical features of the work or materials.
 9. Applicable standards, such as ASTM or Federal Specification numbers.
 10. Identification of deviations from Contract Documents.
 11. Identification of revisions on resubmittals.
 12. An 8"x3" blank space for Contractor and Engineer stamps.
 13. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work of Contract Documents.

1.07 RETURN FOR RESUBMISSION

- A. The Engineer will return for resubmission all shop drawings submitted without the above specified approval and certification which in the Engineers opinion contain numerous discrepancies, have not been checked, or do not meet the requirements for submission.

1.08 REVIEW OF SUBMITTALS

- A. The Engineer will review, mark and date all submitted shop drawings. Two (2) sets will be returned to the Contractor and remaining sets will be retained by the Engineer. Contractor shall make corrections and changes as indicated.
- B. Resubmit shop drawings as specified above, until satisfactory review has been obtained. Corrections and/or changes indicated on shop drawings by Engineer/Owner shall not be considered as an extra work order.
- C. After satisfactory "Review" or "Furnish as Corrected" has been obtained for all shop drawings, three (3) copies of shop drawings marked "FOR CONSTRUCTION" and one (1) copy of electronic data files of "FOR CONSTRUCTION" drawings prepared for the project in AutoCAD R14 format shall be furnished to the Engineer within 21 days of receipt of approval drawings by Contractor. Format of electronic data files shall be as specified in Article 1.06, above.
- D. Review of shop drawings by the Engineer will be general only, and such review will not relieve the Contractor of responsibility for accuracy of such shop drawings, proper fitting, coordination, construction of work, and furnishing materials required by the Specifications but not indicated on shop drawings. Review of shop drawings shall not be construed as approving departures from the Specifications.

1.09 DISTRIBUTION

**SECTION 01400
QUALITY CONTROL**

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Required inspection and testing services are intended to assist in the determination of compliance of the work with the quality standards specified or indicated.

1.02 RELATED SECTIONS

- A. DIVISIONS 0 and 1 - CONTRACT DOCUMENTS, and GENERAL REQUIREMENTS: These shall apply to all work included in this section.

1.03 QUALITY OF WORK

- A. Perform all work in the most workmanlike manner and according to the best standard practices. All work shall be free from faults and defects in workmanship.
- B. Contractor shall be solely responsible for quality control of the work and shall maintain quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce work of specified quality.
- C. Required testing and inspection are intended to assist in determination of probable compliance of the Work with the Contract Documents, but do not relieve Contractor of responsibility for this compliance. Specified testing and inspection are not intended to limit Contractor's quality control program.
- D. Contractor shall submit a Project Quality Control Plan.

END OF DOCUMENT

orderly condition. Materials or equipment known to belong to others shall not be removed from the site without duly notifying the Owner thereof.

2. Upon completion of the work the Contractor shall remove all construction equipment and unused materials provided for the Work.

C. Erosion Control

1. Prior to construction activities that will cause disturbance to storm water discharges, drainage paths, or which may cause erosion of soil and the discharge of other pollutants, the Contractor shall file a Notice of Intent (NOI) with the Department of Environment and Conservation.
2. An Erosion and Control Plan for the Project shall be developed and implemented in accordance with State regulations concerning the general permit.
3. The Contractor shall file and be the signatory principal for the NOI, and shall be solely responsible for: compliance to applicable state and federal laws, liabilities, or penalties pursuant to non-compliance.

2.02 TRAFFIC CONTROL AND WARNINGS

- A. Schedule and perform all work to interfere as little as possible with vehicular traffic flow. Poor planning and gross inconsiderateness of traffic flow will be just cause for the Owner to stop the Contractor's work until the unsatisfactory conditions have been remedied.
- B. Mark clearly all open ditches, soft backfill, parked equipment, etc., with signs and barricades during day hours, and in addition, with flares at night. Maintain all flares, signs, and barricaded during weekends, holidays, and at other times when work is not in progress.
- C. Provide adequate signs and watchmen to comply with the requirements of all authorities having jurisdiction, and as necessary for the safety and convenience of the general public.

END OF SECTION

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the Engineer/Architect's approval.
 - 1. Such means shall include, if necessary in the opinion of the Engineer/Architect, removal and replacement of concealing materials by Contractor at his cost.
 - 2. In such case, provide replacements to the standards originally required by the Contract Documents by Contractor at his cost.

PART 2. PRODUCTS

2.01 RECORD DOCUMENTS

- A. Job set: Promptly following the Effective Date of Agreement secure from the Engineer/Architect at no charge to the Contractor one complete set of all Documents comprising the Contract.

PART 3. EXECUTION

3.01 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the job set described in Paragraph 2.01-A above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET."
- B. Preservation:
 - 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Engineer/Architect.
 - 2. Do not use the job set for any purpose except entry of new data and for review by the Engineer/Architect, until start of transfer of data to final Project Record Documents.
 - 3. Maintain the job set at the site of Work as that site is designated by the Engineer/Architect.
- C. Making entries on Drawings:
 - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
 - 2. Date all entries.
 - 3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
 - 4. In the event of overlapping changes, use different colors for the overlapping changes.

3.02 FINAL DRAWINGS

- A. At completion of project, the Contractor shall incorporate all revisions into the shop drawings to provide a complete set of final drawings. The drawings shall be marked as "Final-As Constructed".
- B. Submit one (1) copy of black on white Mylar reproducibles and four (4) paper copies of all shop drawings. Maximum size of all drawings is 24"x36".
- C. One (1) copy of electronic data files of all drawings prepared for the project. Format shall be AutoCAD R14, vector based (.DWG or .DXF) files. Scanned, raster based (.TIF, .PCX, or .GIF) files of manual drawings are not acceptable. Media shall be IBM format 3 1/2" diskettes or CD-ROM.

3.03 OPERATION AND MAINTENANCE MANUALS

- A. The Contractor shall provide four (4) complete sets of Operations and Maintenance Manuals covering all equipment furnished for the project.
- B. Contents of Operations and Maintenance Manuals
 - 1. Manufacturer's technical literature; descriptive bulletins; installation, operation and maintenance instructions; and parts list.
 - 2. As-Constructed shop drawings.
 - 3. Certified factory test results.
- C. Format
 - 1. All Operations and Maintenance Manuals shall be bound in a three ring binder of suitable size (maximum 2") for the material to be inserted.
 - 2. Binders shall be white in color with clear jacket for the insertion of printed cover and edge identification sheets.
 - 3. All information bound shall be 8 1/2" x 11" or accordion folded to this size.
 - 4. Page dividers with plastic reinforced holes and tabs shall be used to organize Operations and Maintenance Manuals.
 - 5. Binder cover and edge inserts shall contain project name, date and subject matter of the manual.
- D. Organization
 - 1. Table of Contents shall list all information contained.
 - 2. Contact information for all major equipment suppliers, Contractor, and subcontractors.
 - 3. Organize manual by equipment item. Contents as specified above.

SECTION 02200 EARTHWORK

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Excavation, Embankment, and Backfill.

1.02 RELATED SECTIONS

- A. DIVISIONS 0 and 1 - PROPOSAL DOCUMENTS, MATERIALS CONTRACT AND GENERAL REQUIREMENTS: These shall apply to all work included in this section.
- B. DIVISION 2 - SITEWORK.
- C. DIVISION 3 - CONCRETE.

1.03 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. See Section 01025 - MEASUREMENT AND PAYMENT

1.04 REFERENCES

- A. Published Specifications, standards, tests, or recommended methods of trade, industry, or governmental organizations apply to work in this section where cited in Section 01090 - REFERENCE STANDARDS and in the listing below:
 - 1. ASTM C136 - Method of Sieve Analysis for Fine and Coarse Aggregates.
 - 2. ASTM D2487 - Classifications of Soils for Engineering Purposes.
 - 3. OSHA - "Occupational Safety and Health Act", Latest Revision, State and Federal Governments.

1.05 SUBMITTALS

- A. Shop drawings shall be submitted for approval in accordance with Section 01300 - SUBMITTALS and Section 01340 - SHOP DRAWINGS.
- B. Submit test reports certifying that fill materials comply with specifications.

1.06 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 - 1. Work shall comply with rules and regulations of local and state agencies having jurisdiction.
 - 2. State and local code requirements shall control disposal of debris and excess materials.

1.07 JOB CONDITIONS

- A. Existing Conditions:

2.01 MATERIALS

A. Contractor-Furnished Borrow Material.

1. Comply with ASTM D2487 Soil Classification groups GW, GP, GM, SM, SP, ML, and CL.
2. Plasticity Index 20 or less and liquid limit 50 or less.

B. Contractor-Furnished Topsoil Material -Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), clay lumps or similar objects. Brush and other vegetation, which will not be incorporated with the soil during handling operations, shall be cut and removed. Ordinary sods and herbaceous growth such as grass and weeds are not to be removed but shall be thoroughly broken up and intermixed with the soil during handling operations. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 Ph to 7.6 Ph, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% or more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh sieve as determined by the wash test in accordance with ASTM C 117. Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

C. Fill Materials: Fill materials shall be selected earth excavated from the project site, borrow material, or granular backfill material.

D. Granular Backfill Material

1. Crushed Rock:
 - a. Clean mineral aggregate (broken stone, crushed or uncrushed gravel, or combination thereof).
 - b. Absorption of water in saturated surface dry condition shall not exceed 3 percent of oven dry weight of sample.

c. Graded (Laboratory sieves, US Series) to following:

<u>Sieve Size</u>	<u>Percentage Passing Sieve</u>
3/4 inch	100
No. 200	8-15

2. Sand: Clean dry concrete sand of no special grading.
3. Drainage Rock (Gravel): Clean river wash rock; graded minimum 3/8 inch to maximum 3/4 inch, no fines.

E. All fine materials shall be free of wood, rubbish, vegetable materials, topsoil, and other unsuitable materials.

F. Geotextile Fabric: This shall be a woven or nonwoven synthetic, permeable barrier sheet, as manufactured by Mirafi, Inc., 140N unless otherwise indicated, or equal, which is resistant to soil, chemicals, and mildew, stable under freeze-thaw cycles, will not shrink or expand

3. Excavated material, which, in the opinion of the Engineer, is suitable for incorporation in the site and road embankments or other backfill, shall be placed directly therein or stockpiled for future use.
 4. Materials which are unsuitable as foundation, or site and road embankment or other backfill material, in the opinion of the Engineer, will be ordered wasted and shall be disposed of in approved areas.
 5. Shore, brace, sheet, and slope excavations as required to prevent caving, erosion, danger to persons and structures, or interference with construction operations and as required to comply with safety laws.
 6. Keep excavations free of water at all times. Grade excavated areas to prevent ponding of water.
- B. Provisions for Formwork Construction:
1. Extend excavations sufficient distance from walls and footings to permit replacing and removal of forms, installation of services, and inspection.
 2. Trim excavation walls and bottoms to reasonable smooth lines and grades.
- C. Earth Forms: Requirements for earth forms for foundations are stated in CONCRETE FORMWORK Section.
- D. Over-Depth Excavations: Care shall be exercised not to excavate below the grades shown on the drawings, or as directed by the Engineer. Any such excessive excavation shall be backfilled to grade with suitable earth thoroughly compacted, and by and at the expense of the Contractor.
- E. Removal of Below-Grade Construction or Obstructions: Remove all existing construction or obstructions wherever they occur below new grade within immediate area of new construction, new paving, or new planting areas.
- F. Undercutting: Hardpan, loose rock, or other material unsatisfactory for subgrades, roads, shoulders, or any areas intended for turfing shall be excavated to a minimum depth of 12 inches (300 mm), or to the depth specified by the Engineer, below the subgrade. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed of at locations off site. This excavated material shall be paid for at the contract unit price per cubic yard for undercut. The excavated area shall be refilled with suitable material, obtained from the grading operations or borrow areas or replaced with granular backfill as directed and thoroughly compacted by rolling.
- G. Rock Excavating: Rock, shale, boulders, or other rock type material unsatisfactory for subgrades, roads, shoulders, or any areas intended for turfing shall be excavated to a minimum depth of 12 inches (300 mm), or to the depth specified by the Engineer, below the subgrade. Unsuitable materials shall be disposed of at locations off site. This excavated material shall be paid for at the contract unit price per cubic yard for rock excavation. The excavated area shall be refilled with suitable material, obtained from the grading operations or borrow areas or replaced with granular backfill as directed and thoroughly compacted by rolling.

13. All partially completed embankment and backfill shall be kept thoroughly drained and dry.

B. Materials:

1. The embankment and backfill shall be constructed of material excavated from within the project site, borrow material, or granular backfill material.
2. In general, the embankment section shall be homogeneous. However, where materials of varying permeability are encountered in the excavation the more impervious material shall be placed towards the interior of the embankment and the more pervious material towards the exterior.
3. In the event a pervious layer of material is encountered in a liquid retaining structure at the indicated bottom elevations the Contractor shall excavate the objectionable material, place it in a suitable location within the embankment, and backfill the structure bottom with suitable material, all as authorized by the Engineer.
4. The pervious materials shall consist of sands and silty sands.
5. The impervious materials shall consist of finer grained materials having a correspondingly lower permeability factor than the pervious material defined above. Soils classified as SC, ML, CL, OL with a plasticity index of 20 or less and a liquid limit of 50 or less.

C. Minimum Compaction Requirements:

1. Compact non-granular fill materials to the density specified below as determined by ASTM D698 (Standard Proctor).
 - a. Fill under foundations and concrete floors on grade: 95 percent of optimum.
 - b. Fill under paving: 95 percent of optimum.
 - c. General Site Fill: 90 percent of optimum.
 - d. Other backfill: 90 percent of optimum.
2. Compact granular fill materials for which impact compaction will produce a well-defined moisture-density relationship curve to the density specified below as determined by ASTM D698 (Standard Proctor).
 - a. Fill under foundation and concrete floors on grade: 100 percent of optimum.
 - b. Fill under paving: 97 percent of optimum.
 - c. General site fill: 90 percent of optimum.
 - d. Other backfill: 90 percent of optimum.
3. Compact granular fill materials of a free-draining type for which impact compaction will not produce a well-defined moisture-density relationship curve to the density specified below as determined by ASTM D 4253 and D4254.
 - a. Fill under foundations and concrete floors on grade: 80 percent of relative density.
 - b. Fill under paving: 80 percent of relative density.
 - c. General site fill: 70 percent of relative density.
 - d. Other backfill: 70 percent of relative density.
4. Do not compact soil in planting areas.

- A. After the subgrade has been substantially completed the full width shall be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans.
- B. Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the subgrade from damage. He/she shall limit hauling over the finished subgrade to that which is essential for construction purposes.
- C. All ruts or rough places that develop in a completed subgrade shall be smoothed and recompact.
- D. No subbase, or surface course shall be placed on the subgrade until the subgrade has been approved by the Engineer.

3.8 HAUL

- A. All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

3.9 TOLERANCES

A. General Excavation

- 1. Excavations shall not exceed 1/10 foot variation from dimensions and elevations shown or noted.
- 2. Embankment and backfill shall be placed within tolerance of plus or minus 1/10 foot.
- 3. Grading shall be done within plus or minus 1/10 foot typically.

- B. Pavement Bases and Subbases. In those areas upon which a subbase or base course is to be placed, the top of the subgrade shall be of such smoothness that, when tested with a 16-foot (4.8 m) straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1/2-inch (12 mm), or shall not be more than 0.05-foot (.015 m) from true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and recompact by sprinkling and rolling.

3.10 FIELD QUALITY CONTROL

A. Make required inspections and tests including, but not necessarily limited to:

- 1. Visually inspect on-site and imported fill and backfill, making such tests and retests as are necessary to determine compliance with the Contract requirements and suitability for the proposed purpose.
- 2. Make field density tests on samples from in-place material as required.
- 3. As pertinent, inspect and test the scarifying and recompacting of cleaned subgrade;

SECTION 02220 TRENCHING AND BACKFILLING

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Section includes materials, equipment, excavation, and installation for the following:
 - 1. Trench Excavation
 - 2. Backfill and Compaction

1.02 RELATED SECTIONS

- A. DIVISIONS 0 and 1 - CONTRACT DOCUMENTS AND GENERAL REQUIREMENTS: These shall apply to all work in this section.
- B. Section 16112 - UNDERGROUND DUCTS

PART 2. PRODUCTS

2.01 MATERIALS

- A. Granular Backfill Materials
 - 1. Material of predominately natural sand or natural sand containing minor amounts of fine gravel, crushed gravel, or stone. Materials shall contain no topsoil, silty or potentially swelling clay, organic material, trash, lumber and sticks. **Use existing fill material on site.**
 - 2. Material shall not contain sharp or angular stone material, and any other rock, stone or foreign material that might damage buried pipe, cable, or similar materials.
 - 3. Use only where specified by the Contract Drawings as necessary for bedding material of pipe, cable, trench way, or other buried device.
- B. Common Backfill
 - 1. Excavated material developed in the work, containing no topsoil, organic material, trash, lumber or stick, stones, broken concrete or brick of such size as to damage the Work specified or shown on the Contract Drawings and Specifications.

PART 3. EXECUTION

3.01 EXAMINATION

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5. Trenches shall not be excessively wet and shall not contain pools of water during backfilling operations.
6. The trench shall be completely backfilled and tamped level with the adjacent surface; except that, when sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.
7. Any excess excavated material shall be removed and disposed of in accordance with instructions issued by the Engineer.
8. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the trenching, storing of materials, cable laying, and other work shall be restored to its original condition. The restoration shall include any necessary top soiling, fertilizing, liming, seeding, sprigging, or mulching. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance.

END OF SECTION

- a UL 6, galvanized steel, threaded type, coated with a polyvinyl chloride (PVC).
NEMA RN1, Type A40.
 2. Plastic Conduit for Direct Burial
 - a NEMA TC 2, (EPC-40-PVC) or (EPC-80-PVC) as indicated.
 3. Plastic Utilities Duct
 - a NEMA TC 2, Type EPC 40 PVC or EPC 80 PVC as indicated on the drawings.
 4. Conduits shall be complete with all couplings, adaptors, bends, and supports as required or shown on the Contract Drawings. All couplings and fittings shall be the products of the conduit manufacturer and shall be secured to the conduit with an adhesive in strict accordance with the manufacturer's recommendations.
 5. Conduit shall be straight and true and shall be furnished in lengths of 20 feet. A cross section taken at any point perpendicular to duct shall not vary more than 1/8 inch from a true circle.
- B. Fittings and Boxes:
1. PVC Conduit Fittings
 - a NEMA TC 2.
 2. PVC Duct Fittings
 - a NEMA TC 2.
- C. Buried Warning and Identification Tape
1. Provide detectable aluminum foil plastic-backed tape or detectable magnetic plastic tape manufactured specifically for warning and identification. Tape shall be detectable by an electronic detection instrument. Provide tape in rolls, 3 inches minimum width, color coded for the utility involved with warning and identification imprinted in bold black letters continuously and repeatedly over entire tape length. Warning and identification shall be **CATION BURIED ELECTRIC BELOW** or similar. Use permanent code and letter coloring unaffected by moisture and other substances contained in trench and backfill material.
- D. Pull Rope
1. Shall be plastic having a minimum tensile strength of 200 pounds.

2.02 ACCESSORIES

- A. End bells are required to provide smooth and rounded surfaces at the edge of the duct to prevent injury to the cable during normal movement. End bells shall also be provided where conduits enter manholes or building walls.
- B. Spacing blocks shall be made of concrete or other suitable non-metallic, non-decaying material.

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9. All ducts, shall be seated with plugs manufactured by the conduit vendor for this purpose.
10. All ducts installed shall be provided with a nylon pull rope for pulling cables to be installed.
11. Conduits terminating in equipment, enclosures, and control house shall be sealed with appropriated duct seal material to prevent condensation.
12. Horizontal or vertical changes in direction, within duct runs, exceeding a total of 15 degrees shall be accomplished by long sweep bends having a minimum radius of curvature of 60 inches, or as shown on the Contract Drawings.
13. Conduit shall be labeled as shown on the drawings.

3.04 ADJUSTING

- A. When changes in the formation of a bank of conduits within a duct run are necessary, the transition shall be accomplished in as straight an alignment as possible, maintaining continuous earth support under the conduits.

3.05 CLEANING

- A. After the installation is complete, a flexible duct rodding device shall be passed through each completed conduit to check for continuity and cleanliness.
- B. Following the duct rodding device, a mandrel not loess than $\frac{1}{4}$ inch smaller than the inside diameter of the conduit preceded by a wire brush tied to the same string shall be pulled through the conduit once in each direction.
- C. If difficulty is encountered in passage of the duct rodding device or mandrel, a series of wire brushes shall be drawn through the conduit, once in each direction, using a trailing line. The wire brushes shall be $\frac{1}{8}$ inch less in diameter than the diameter of the conduit, and if the correct size cannot be passed through on the initial attempt, the operation must be repeated until accomplished as specified.
- D. When the conduit is partially or fully obstructed with mud, dirt, or gravel, the duct shall be flushed clean by use of water from a long flushing nozzle attached to a water hose, which shall be pushed into the conduit and applied until the conduit is clear. After cleaning, the procedure outlined above for rodding and wire brushing shall be followed.
- E. Any damaged conduit shall be replaced with a new conduit.

END OF SECTION

reconnect cables at no additional cost to the Owner.

PART 2. PRODUCTS

2.01 MATERIALS

A. Control and Low Voltage Power Cable

1. All conductors shall be copper unless otherwise specified on the Contract Drawings.
2. Number of conductors and conductor size shall be as shown in the Conduit and Cable Schedule.
3. Power cable shall be type THHN.
4. Cable shall be rated for 600 Volts AC, 250 Volts DC.
5. Insulation shall be flame, moisture, and chemical resistant suitable for installation in conduit.
6. Circuits using single conductors or multiple conductor cables shall be identified in accordance with ICEA, Method 1. Color sequence K1 shall be used for AC power circuits.

B. Lubricant

1. Cable pulling lubricant shall be Polywater J for installation temperatures of 20°F to 120°F or Polywater WJ for installation temperatures of -20°F to 120°F.

2.02 ACCESSORIES

A. Connectors

1. Pressure grip solderless lugs of the **uninsulated** ring-tongue type shall be used for all control, power, instrument transformer secondary, and instrumentation wiring. Spade lugs will not be permitted.
2. Appropriate connectors for the specific wire size and type shall be used.

PART 3. EXECUTION

3.01 PREPARATION

- A. Review calculations of cables for direction of pull, maximum tensions, and sidewall pressure. A tension measuring device shall be used when calculations indicate allowable cable stresses may be approached.
- B. All conductors and cables shall be handled with care. Cables that have been damaged by equipment or inappropriate handling will not be accepted.
- C. Cable manufacturer's recommendations regarding installation temperature limits shall be

R in megohms = (rated cable voltage in kV + 1) x 1000/length in feet or as shown in the following table:

Length	600 Volt Cable	300 Volt Cable
100 feet	16 megohms	13 megohms
200 feet	8.0 megohms	6.5 megohms
300 feet	5.3 megohms	4.3 megohms
400 feet	4.1 megohms	3.2 megohms
500 feet	3.2 megohms	2.6 megohms
600 feet	2.7 megohms	2.1 megohms
700 feet	2.3 megohms	1.8 megohms
800 feet	2.0 megohms	1.6 megohms
900 feet	1.8 megohms	1.4 megohms
1000 feet	1.6 megohms	1.3 megohms

- B. Cables/ conductors that do not pass the minimum insulation resistance test shall be replaced as directed by the Engineer at no additional cost to the Owner.

END OF SECTION



Tupelo Police Department

Chief Bart Aguirre

Approved
4/17/18
AD

Memorandum

To: City Council Members
 From: Chief Bart Aguirre
 Subject: Surplus
 CC: Mayor Shelton, COO Lewis, CFO Hanna
 Date: 04/11/18

The following vehicle was submitted on 03/15/18 for sale to Blue Springs Police Department for the cost of \$1:

- 2009 Ford Crown Victoria-PD37-VIN 2FAHP71V59X121399

It has been discovered that an error occurred in the Property Division and that the vehicle which was selected to be sold to them is as follows:

- 2004 Ford Crown Victoria-PD21-VIN 2FAHP71W04X127032

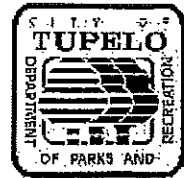
The error was caught prior to the transaction and the title for PD37 has been returned to its proper place at City Hall. We respectfully request that you consider this correction.

Thank you for your attention in this matter,

Bart Aguirre
 Chief of Police, City of Tupelo



Parks Advisory Board and
Sports Council Meeting
March 13, 2018



Advisory Members Present

Mike Maynard, Ward 2
Jack Keene, Ward 3
Davey Cole, Ward 5
Kenneth Greer, Ward 6
Jim Ingram, President TSC

Advisory Member Absent

Robin Faucette, Ward 1
Joe Washington Jr. Ward 4
Tara Cayson, Ward 7

Staff Present

Alex Farned, Director
Deana Carlock, Office Manager
Leigh Ann Mattox, Recreation Director
Laura Kramer, Sports Director
Amy Kennedy, Aquatic Director
Alex Wilcox, Senior Recreation Athletic Director

Staff Absent

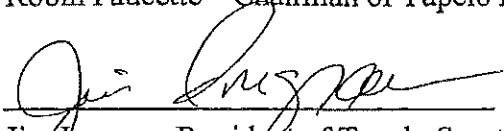
Shanta Jones, Program Director
Sheila Runnels, Sports Director
Markel Whittington, Council Rep.

1. Jim Ingram called the meeting to order.
2. Kenneth made the motion to accept the agenda with Davey Cole making the second. Passed unanimously.
3. Kenneth made the motion to accept the minutes with Davey making the second. Pass unanimously.
4. Kenneth made the motion accept the treasurer's report with Jack Keene making the second. Pass unanimously.
5. Member Reports
 - a. Tupelo Youth Soccer Association – Report received.
 - b. Tupelo Youth Baseball Association – Report received.
 - c. Tupelo Softball Association – Report received.
 - d. Tupelo Basketball Association – Report received.
 - e. Tupelo Tennis Association – Report received.
 - f. Tupelo Therapeutic Recreation Association – Report received.
 - g. Tupelo Aquatic Club – Report received.
 - h. Tupelo Disc Golf Association – Report received.
 - i. Tupelo Skate Park Association – Report received.
 - j. Tupelo Flag Football Association – Report received.
 - k. Friends of the Park – Report received.
 - l. Tupelo Fourth of July Celebration Association – Report received.
 - m. Veterans Council – Report received.
 - n. Tournament – Report received.

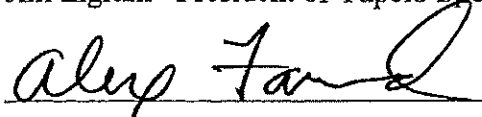
- o. Marketing – Report received.
 - p. Monthly Participation - Report Received
6. The Board was updated on the storm shelters.
 7. The Board was updated on the Gumtree Project.
 8. The Board was updated on the Ballard Baseball Fields Project.
 9. The Board was updated on the cameras in the park.
 10. The Board was provided a calendar of events.
 11. The Board was updated on the Cover Your Bases Project.
 12. Mike Maynard made a motion to adjourn with Kenneth making the second. Passed unanimously.



Robin Faucette – Chairman of Tupelo Parks Advisory Board



Jim Ingram – President of Tupelo Sports Council



Alex Farned – Director of Tupelo Parks and Recreation



Contract Administration
G701 Change Order
(Instructions on the reverse side)

Distribution List:

Owner
Architect
Contractor
Field
Other

PROJECT (Name and address):

Ballard Park Sports Field Additions
Ballard Park
Tupelo, MS
TO CONTRACTOR (Name and address):
Stewart Environmental Const., Inc.
P.O. Box 978
Tupelo, MS 38802

CHANGE ORDER NUMBER: 1

DATE: April 16, 2018

ARCHITECT'S PROJECT NUMBER:

CONTRACT DATE: Nov. 16, 2017

CONTRACT FOR: Additions to Ballard Park Sports Fields

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Additional cost for Secondary Power supply from Transformer to Power Panel Rack at Mulpturpose Field...\$8, 150.00
Additional Concrete separation ring at mound areas and full depth dirt mounds to subgrade elevation on 3- new synthetic Baseball Fields..\$8,850.00
Additional installation of 65' length set of bases in addition to the designed 60' length bases set at 3-new synthetic baseball infields...\$3,250.00
Change 6' double gate to 8' double gate at Maintenance building fence...\$ 850.00
Total additions....\$21,100.00

Deductions for change of 2" pile height to 1.75" height/change of Cryo Rubber fill to Ambient Rubber fill/change of 10,000 denier fiber to (cont)

The original (Contract Sum) (Guaranteed Maximum Price) was \$
The net change by previously authorized Change Orders \$
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$
The Contract Time will be (increased) (decreased) (unchanged) by () days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Firm name) CONTRACTOR (Firm name) OWNER (Firm name)
ADDRESS ADDRESS ADDRESS
BY (Signature) BY (Signature) BY (Signature)
(Typed name) (Typed name) (Typed name)
DATE DATE DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

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Contract Administration

G701 Change Order Instructions

GENERAL INFORMATION

PURPOSE. AIA Document G701 is for implementing changes in the Work agreed to by the Owner, Contractor and Architect. Execution of a completed G701 indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time.

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COMPLETING THE G701 DOCUMENT

DESCRIPTION OF THE CHANGE IN THE CONTRACT

Insert a detailed description of the change or reference specific exhibits describing, in detail, the change to be made in the Contract by this Change Order. Include any drawings, specifications, documents, or other supporting data that clarify the scope of the change.

DETERMINATION OF COSTS

Insert in the blanks provided, or strike out the terms in parentheses that do not apply, the original Contract Sum or Guaranteed Maximum Price; the net change by previously authorized Change Orders (note that this does not include changes authorized by Construction Change Directive unless such changes were subsequently agreed to by the Contractor and recorded as a Change Order); the Contract Sum or Guaranteed Maximum Price prior to this Change Order; the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and the new Contract Sum or Guaranteed Maximum Price as adjusted by this Change Order.

CHANGE IN CONTRACT TIME

Insert in the blanks provided, and strike out the unused terms in parentheses, the amount (in days) of the increase or decrease, if any, in the Contract Time. Also insert the date of Substantial Completion, including any adjustment effected by this Change Order.

EXECUTION OF THE G701 DOCUMENT

When the Owner and Contractor, in concurrence with the Architect, have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, the G701 document should be executed in triplicate by the two parties and the Architect, each retaining an original.



Contract Administration

G701 Change Order

(Instructions on the reverse side)

Distribution List:
 Owner _____
 Architect _____
 Contractor _____
 Field _____
 Other _____

PROJECT (Name and address):

CHANGE ORDER NUMBER:

DATE:

TO CONTRACTOR (Name and address):

ARCHITECT'S PROJECT NUMBER:

CONTRACT DATE:

CONTRACT FOR:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

(continued from page 1)

9,000 denier fiber for synthetic turf.

Breakdown:

Deduction for change 2" pile height to 1/75" pile height...\$2,500.00

Deduction for change of Cryo Rubber fill to Ambient Rubber fill...\$4,200.00

Deduction for change of 10,000 denier fiber to 9,000 denier fiber
for synthetic turf...\$3,100.00

Total deduction...(\$9,850.00)

Total change...\$11,250.00

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 1,548,027.96
The net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 1,548,027.96
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 11,250.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 1,559,277.96
The Contract Time will be (increased) (decreased) (unchanged) by _____ (0) days.	
The date of Substantial Completion as of the date of this Change Order therefore is _____	

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Sloan Landscape Architecture

ARCHITECT (Firm name)
P.O. Box 311ADDRESS
Tupelo, MS 38802BY (Signature)
Shipman Sloan(Typed name)
April 16, 2018

DATE

Stewart Env. Const., Inc.

CONTRACTOR (Firm name)
P.O. Box 978ADDRESS
Tupelo, MS 38802BY (Signature)
Sallye B. Stewart(Typed name)
April 16, 2018

DATE

City of Tupelo

OWNER (Firm name)
71 East Troy StreetADDRESS
Tupelo, MS 38804BY (Signature)
Jason Shelton(Typed name)
April 17, 2018

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

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Contract Administration

G701 Change Order Instructions

GENERAL INFORMATION

PURPOSE. AIA Document G701 is for implementing changes in the Work agreed to by the Owner, Contractor and Architect. Execution of a completed G701 indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time.

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COMPLETING THE G701 DOCUMENT

DESCRIPTION OF THE CHANGE IN THE CONTRACT

Insert a detailed description of the change or reference specific exhibits describing, in detail, the change to be made in the Contract by this Change Order. Include any drawings, specifications, documents, or other supporting data that clarify the scope of the change.

DETERMINATION OF COSTS

Insert in the blanks provided, or strike out the terms in parentheses that do not apply, the original Contract Sum or Guaranteed Maximum Price; the net change by previously authorized Change Orders (note that this does not include changes authorized by Construction Change Directive unless such changes were subsequently agreed to by the Contractor and recorded as a Change Order); the Contract Sum or Guaranteed Maximum Price prior to this Change Order; the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and the new Contract Sum or Guaranteed Maximum Price as adjusted by this Change Order.

CHANGE IN CONTRACT TIME

Insert in the blanks provided, and strike out the unused terms in parentheses, the amount (in days) of the increase or decrease, if any, in the Contract Time. Also insert the date of Substantial Completion, including any adjustment effected by this Change Order.

EXECUTION OF THE G701 DOCUMENT

When the Owner and Contractor, in concurrence with the Architect, have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, the G701 document should be executed in triplicate by the two parties and the Architect, each retaining an original.



Sports Field Irrigation
and Amenities

Commercial/Residential
Landscape Construction

April 3, 2018

Ballard Park Baseball Sports Field Additions

Tupelo, MS.

RE: Additional Cost for Secondary Power supply from Transformer to Power Panel Rack at Multipurpose Field, Additional Concrete separation ring at Mound areas for full depth dirt mounds on 3- New Synthetic Baseball Infields, Additional Installation of 65' length set of bases in addition to the designed 60' length bases set at 3- New Synthetic Baseball Infields, Change 6' double gate to 8' double gate at Maintenance building fence, and Deductions for change of 2" pile height to 1.75" pile height/ change of Ambient Rubber fill in lieu of Cryo Rubber fill/change of 10,000 denier to 9,000 denier fiber for synthetic turf

Attn: Shipman Sloan- SLA- Project Landscape Architect

Adds:

Additional Cost for Secondary Power supply from Transformer to Power Panel Rack at Multipurpose Field:

Total Materials, Labor, and Equipment.....\$ 8,150.00

Additional Concrete separation ring at Mound areas and full depth dirt mounds to subgrade elevation on 3- New Synthetic Baseball Infields:

Total Materials, Labor, and Equipment.....\$ 8,850.00

Additional Installation of 65' length set of bases in addition to the designed 60' length bases set at 3- New Synthetic Baseball Infields:

Total Materials, Labor, and Equipment.....\$ 3,250.00

Change 6' double gate to 8' double gate at Maintenance building fence

Total Materials, Labor, and Equipment.....\$ 850.00

\$ 21,100.00

Deducts:

**Deductions for change of 2" pile height to 1.75" pile height/ change of Cryo Rubber fill to Ambient Rubber fill /change of 10,000 denier fiber to 9,000 denier fiber for synthetic turf
Breakdown:**

Deduction for change 2" pile height to 1.75" pile height.....	\$ 2,500.00
Deduction for change of Cryo Rubber fill to Ambient Rubber fill	\$ 4,200.00
Deduction for change of 10,000 denier fiber to 9,000 denier fiber for synthetic turf..	\$ 3,150.00
 Total Deduction	 (\$ 9,850.00)

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,



Clay Stewart, CEO, CIC, CLP
Stewart Environmental Construction Inc.
2488 Mitchell Rd.
Tupelo, MS. 38801
O. (662) 841-9202
F. (662) 841-9208
C. (662) 871-5200
clay@stewartenvironmental.com- Email

7.18

City of Tupelo
Department of Parks and Recreation



MEMO

Alex Farned, M.S.
Director

To: Mayor, Jason Shelton and City Council
From: Alex Farned
CC:
Date: 4/12/2018
Re: Change Order Request For Ballard Park Sports Field Additions

I would like to request that the Mayor, and City Council review / approve the following change order for the Ballard Park Sports Field Additions Project:

This project started out with \$25,000 in contingency money. As of today there is \$4,800 left, and \$14,490.00 worth of additional work needed. That leaves \$9,690.00 needed to complete this work, and to be added to the overall budget.

*The overall budget for this project was \$2.8 million

*originals
to Alex for
signatures
4/20/18*

City of Tupelo Public Works Department
Professional Services Agreement For
Roadway Maintenance Administration & Implementation

PROJECT NUMBER: 180227-1007-01

DATE: April 18, 2018

A. GENERAL

This Agreement is for professional services by Dabbs Corporation, after this called “DC”, to be provided to City of Tupelo Public Works Department, after this called the “PWD”, to include administration and management services related to the implementation of roadway maintenance improvements within the City of Tupelo, Mississippi. The PWD is responsible for the maintenance of local streets within City rights-of-way (ROW) including the programming of annual improvements and the implementation of drainage, base repair and surface course improvements that are identified to be included in the annual maintenance program. The PWD utilizes in-house street and drainage maintenance crews along with private contractors to implement annual construction improvements on existing City streets. The purpose of this Agreement is for DC to provide technical resources to assist the PWD in the administration, management and field engineering services as directed by the PWD in support of the annual roadway maintenance program and related construction improvements.

A more detailed scope of services to be provided for this Agreement is included in Section B – Scope of Work.

B. SCOPE OF WORK

1.0 ADMINISTRATION SERVICES

- 1.1** Engineering support in the programming of proposed improvements to be included in the annual roadway maintenance program. This includes the evaluation of base repair, drainage and surface course conditions in order to assist the PWD in determining the types and limits of proposed improvements for roadway projects.
- 1.2** Evaluation of alternatives for proposed improvements to assess the materials and construction improvements necessary for proposed roadway projects.
- 1.3** Provide opinions of probable cost for proposed roadway improvements, including the itemization of proposed materials, quantities and associated unit prices to assist the PWD in programming and budgeting for proposed roadway projects.
- 1.4** Assist the PWD in the prioritization of proposed roadway projects and assessment of

the respective resources (in-house or private contractor) necessary to complete the proposed drainage, base repair or paving improvements.

2.0 MANAGEMENT SERVICES

- 2.1 Assist the Director (Chuck Williams) and Street Manager (Jason Rush) in the assignment of construction resources for specific street improvements projects.
- 2.2 Develop project controls/guidelines for projects to be completed by private contractors for specific street improvements projects, including design criteria, project schedule, traffic control, erosion control, etc.
- 2.3 Prepare necessary documents for the solicitation of competitive quotes from private contractors to include scope of work, proposal/bid form, contracts, schematic drawings, technical specifications, etc. if necessary to procure a contractor for specific street and/or drainage related improvements less than \$50,000 total cost.
- 2.4 Assist the PWD in the development, advertisement and solicitation of term bid solicitations for future street improvement related contracts (i.e. asphalt paving, striping, pavement preservation, etc.)
- 2.5 Schedule and conduction on-site or pre-construction meetings with in-house crews and/or private contractors prior to the initiation of construction activities on specific street/drainage improvements projects.
- 2.6 Issuance of Notice to Proceed to private contractors for work to be completed on specific street/drainage projects as directed by the PWD.
- 2.7 Review/approval of material submittals for compliance with applicable specifications for any materials to be utilized for specific projects.
- 2.8 Coordination with contractors and/or material providers with respect to requests for payment in order to assess quantities for provided materials or in-place improvements prior to the approval of the PWD of material invoices, purchase orders and/or contractor pay requests.
- 2.9 Coordinate with PWD and private contractors for final project closeout, warranty period assessment and final closeout payments, etc.

3.0 FIELD ENGINEERING SERVICES

- 3.1 Coordination between private contractor and PWD to implement the designated improvements for specific street/drainage improvements projects.
- 3.2 Site visits to provide field engineering evaluations for project areas identified for future repairs/improvements in order to address existing problems and/or to consider alternatives to prevent future deficiencies/degradation.

- 3.3 Coordination and oversight of additional services (i.e. survey, geotechnical) as directed by PWD in order to collect additional data/information to facilitate necessary design services and/or construction activities.
- 3.4 Site visits to provide periodic inspections of construction activities as necessary to provide guidance to in-house street maintenance crews and/or private contractors in order to assess compliance with project controls/guidelines, provide technical guidance to construction crews, observe compliance with specifications and/or design intent, assist/direct site inspectors, etc.
- 3.5 Coordinate and direct PWD in-house inspectors as related to project controls/guidelines, design criteria, materials, material quantities, etc.
- 3.6 If directed by the PWD, DC may provide field inspectors for temporary site/project inspections should in-house inspectors not be available and/or should the PWD prefer to allocate such resources to other projects/initiatives.
- 3.7 Full time inspection will not be provided for construction activities for projects as part of this Agreement, unless directed by the PWD to be provided as Additional Services.
- 3.8 Schedule and conduct final inspections of completed construction projects to potentially identify items that need to be addressed by the contractor in order to meet the project controls/guidelines and issue and punch list of such work to the contractor for repair prior to final approval/payment.

4.0 ADDITIONAL SERVICES

- 4.1 As defined in Paragraph A of this Agreement, the purpose of this scope of services is to provide additional technical resources to the PWD as related to the annual roadway maintenance program and the specific program, projects, etc. associated with this program. As a result, the services, fees, etc. included in this Agreement are defined in order to provide such technical resources as will be routinely necessary to assist the PWD in the day to day operations and management of this program and related projects. However, in the even that services other than those that are defined herein become necessary to facilitate design and/or construction related improvements that may not be part of the day to day aspects of the PWD roadway management program, such services may be provided to the PWD by DC as Additional Services as directed in writing by the PWD.
- 4.2 The PWD may request/direct DC to provide Additional Services not included herein and/or solicit services outside of this Agreement in order to facilitate necessary and/or critical design or construction improvements related to the roadway maintenance program. This Agreement shall not prevent the PWD, or other City Departments, from soliciting additional agreements for other types of services that are deemed necessary for roadway maintenance program improvements. Likewise, this Agreement shall not

prevent DC from answering solicitations or being awarded additional contracts that are solicited for other types of services related to the PWD roadway maintenance program and/or other programs, projects, initiatives, etc.

4.3 If deemed necessary to facilitate roadway maintenance program design and/or construction related improvements, the PWD may direct DC to provide Additional Services to include, but are not limited to, permitting, topographic/boundary survey, development of plats/legal descriptions, geotechnical services/material testing, environmental services, development of Contract Documents and/or Project Drawings and Technical Specifications for the solicitation of bids and procurement of contractors for capital improvements projects, full time project field inspection for construction projects, etc.

4.4 Additional Services shall only be provided by DC as directed in writing, including email directives, by the PWD and shall be completed in accordance with fee compensation methods and fee amounts that are approved by the PWD.

C. TERM OF AGREEMENT / PAYMENT FOR SERVICES

The Agreement shall include services to be provided by DC as defined herein for the period beginning with the execution of the Agreement by the PWD and ending September 30, 2018 unless amended in writing by both parties.

Professional services completed under this Agreement shall be provided on a Time and Materials basis. Hourly services shall be provided per the following:

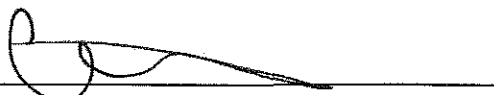
Professional Engineer	\$100.00/HR
Field Inspector	\$50.00/HR
Drafting Technician	\$50.00/HR

Direct material costs, including printing, reproducible drawings, equipment, etc. shall be reimbursed at the actual cost of such expense. Unless directed/approved by the PWD for specific conditions, the total fee shall not exceed \$5,000.00 per month to complete the services as defined herein. The Owner agrees to pay DC in accordance with the included hourly rates and the assessed time and expense backup data to be provided by DC on a monthly basis. Payment shall be made within 30 days of receipt of invoice and shall be based on no other consideration other than DC's ability to provide the services as defined herein.

D. ACCEPTANCE OF AGREEMENT

CITY OF TUPELO

DABBS CORPORATION



Mr. Chuck Williams, Director
City of Tupelo Public Works Department



Dustin Dabbs, PE
President

