

Proceedings of the Public Hearing and City Council Meeting of the City of Bay Saint Louis, State of Mississippi, taken at a meeting held March 21, 2017 in the City Council Chambers at the Bay Saint Louis Conference Center at 598 Main Street. The meeting began at 5:30 p.m.

ATTENDANCE:

COUNCIL: Mike Favre, President (Council Member-at-Large), Doug Seal (Ward 1), Wendy McDonald (Ward 2), Jeff Reed (Ward 3), Bobby Compretta (Ward 4) and Joey Boudin (Ward 5), Lonnie Falgout (Ward 6)

COUNCIL STAFF: Lisa Tilley, Clerk of Council

ADMINISTRATIVE STAFF: Les Fillingame, Mayor, Sissy Gonzales, City Clerk/Comptroller and Trent Favre, City Attorney

ABSENT: None

Council Member Reed delivered the invocation and Pledge of Allegiance.

GUESTS

• **Bill Adam – Proposed Usage of Property at 309 Third Street**

Bill Adam made a proposal, as suggested by Mayor Fillingame, as to the right uses Mr. Adam would like to have for I-1 Industrial zoned property. Mr. Adam's attorney will explain content and answer questions.

Steve Benvenuti explained the packet he gave to the Council Members. Mr. Benvenuti requested that the City of Bay Saint Louis fix the mistakes in the code section as it exist and consider adopting some of these changes in the 2010 code.

City Attorney Favre stated some research is needed. Council Member Favre added this issue to the next regularly scheduled City Council Meeting.

• **Wes Mayley – Bay Saint Louis Participation in State Wireless Communication**

Captain Wes Mayley requested the Bay Saint Louis City Council approve the Bay Saint Louis Police Department participation in the State's Wireless Communication Fund. The State of Mississippi puts together, and maintains, the fund for municipal agencies and sheriff's departments to alleviate some of the exponentially recurring costs with very high radio prices.

The quote from last week to replace the small hip radios Bay Saint Louis Police Department uses is \$122,000.00. The State's Wireless Communication Fund is a small fund where the Bay Saint Louis Court Department will add an extra \$10.00 to every charge of a person convicted in the Bay Saint Louis Court system, for Title 63, Traffic Codes.

Council Member Boudin stated that the money from this will not be use for anything outside of what is allotted and that the Bay Saint Louis Police Department is to come before the City Council for approval on any spending. Council Member Seal stated this needs to be done by resolution. Council Member Boudin requested Captain Wes Mayley get together with Chief Freeman to draw up sop to attach as an exhibit with a resolution. This issue is placed on the April 4, 2017 agenda to do by resolution.

• **Clarence Hall -- Request to Waive Community Hall fee for Law Enforcement/Fire Fighter/EMS Appreciation Banquet**

Clarence Hall requested the Bay Saint Louis City Council waive the Community Hall fee for the second annual Law Enforcement/Fire Fighter/EMS Appreciation Banquet. Council Member Boudin stated there is already a discounted rate for nonprofit and the Bay Saint Louis City Council cannot waive the fee for everyone who asks. Council Member Boudin stated there are eight elected officials and he will pay one eighth if all the others would.

Council Member Falgout requested Mr. Hall partner with Vicky Ladner for the appreciation day for law enforcement, fire fighters and EMS. Clarence Hall will contact Council Member Falgout regarding this.

All Council Members and Mayor Fillingame contributed financially to Clarence Hall for the fee to rent Community Hall.

- **Mindy Dudley – Buy a Barricade**

Mindy Dudley requested the Bay Saint Louis City Council use their barricades which are free to the City for parades and other events. The barricades are paid for by the advertising on the barricades. Ms. Dudley's only request is that the City use Buy a Barricade barricades before all others and rotate the barricades so each barricade and advertisement receives equal opportunity.

Council Member Boudin suggested the City needs to check about advertising for a company on city property. Also, this is an election year and Council Member Boudin does not think this Council should enter into an agreement in the last couple months of the term. Ms. Dudley can come back after the election and readdress the Council.

CITY CLERK/COMPTROLLER'S REPORT

- **Renew Copier Contracts for Police Department, Public Works, Administration, Fire Department and Court Department**

Motion to approve the contracts with RJ Young for the copiers for the Bay Saint Louis Police Department, Bay Saint Louis Administration Department, Bay Saint Louis Fire Department and Bay Saint Louis Court Department and authorize Mayor Fillingame to execute said contract, pending City Attorney Favre's approval of each contract and with the attachment of the Bay Saint Louis Contract Addendum

Council Member Boudin motioned, seconded by Council Member Reed, to approve the contracts with RJ Young for the copiers for the Bay Saint Louis Police Department, Bay Saint Louis Administration Department, Bay Saint Louis Fire Department and Bay Saint Louis Court Department and authorize Mayor Fillingame to execute said contract, pending City Attorney Favre's approval of each contract and with the attachment of the Bay Saint Louis Contract Addendum. (All executed Contracts with executed Contract Addendum as Exhibit "A")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

- **Oaths of Office**

Motion to spread the Oaths of Office of Dana Feuerstein and Dolly Gonzales, both dated March 17, 2017

Council Member Boudin motioned, seconded by Council Member Seal, to spread the Oaths of Office of Dana Feuerstein and Dolly Gonzales, both dated March 17, 2017. (Both Oaths of Office as Exhibit "B")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

- **Mediacom Internet for Fire Stations 1 and 2**

Motion to approve the Mediacom Business Facilities Agreement for CATV, Mediacom Online Services and Mediacom Business Phone for use by the Bay Saint Louis Police Department at the Bay Saint Louis Fire Station 1 and Bay Saint Louis Fire Station 2 and authorize Mayor Fillingame to execute said contract, pending approval of City Attorney Favre and with the Bay Saint Louis Contract Addendum

Council Member Falgout motioned, seconded by Council Member Seal, to approve the Mediacom Business Facilities Agreement for CATV, Mediacom Online Services and Mediacom Business Phone for use by the Bay Saint Louis Police Department at the Bay Saint Louis Fire Station 1 and Bay Saint Louis Fire Station 2 and authorize Mayor Fillingame to execute said contract, pending approval of City Attorney Favre and with the Bay Saint Louis Contract Addendum. (Exhibit "C")

Council Member Boudin stated any agreement approved and signed can be reversed by the next Bay Saint Louis City Council. City Attorney Favre stated the addendum states that.

Council Member Falgout withdrew the motion to rephrase as an emergency motion.

Council Member Seal asked if the trunk line in the contract was fiber optic as Bay Saint Louis is running a fiber optic system. City Clerk/Comptroller Gonzales stated the City uses HSD.

Emergency Motion to put Mediacom in Bay Saint Louis Fire Station 1 and Bay Saint Louis Fire Station 2 on behalf of the Bay Saint Louis Police Department under emergency appropriations and authorize Mayor Fillingame to execute said contract

Council Member Falgout motioned as an emergency, seconded by Council Member Seal, to put Mediacom in Bay Saint Louis Fire Station 1 and Bay Saint Louis Fire Station 2 on behalf of the Bay Saint Louis Police Department under emergency appropriations and authorize Mayor Fillingame to execute said contract. (Exhibit "C")

Council Member Falgout withdrew his motion.

Motion, based on the report and recommendation of City Clerk/Comptroller Gonzales to adopt the contract and on the finding of Bay Saint Louis Police Chief Freeman that this is an emergency measure, to approve the Mediacom Business Facilities Agreement for CATV, Mediacom Online Services and Mediacom Business Phone for use by the Bay Saint Louis Police Department at the Bay Saint Louis Fire Station 1 and Bay Saint Louis Fire Station 2 and authorize Mayor Fillingame to execute said contract, pending approval of City Attorney Favre and with the Bay Saint Louis Contract Addendum

Council Member Falgout motioned, seconded by Council Member McDonald, based on the report and recommendation of City Clerk/Comptroller Gonzales to adopt the contract and on the finding of Bay Saint Louis Police Chief Freeman that this is an emergency measure, to approve the Mediacom Business Facilities Agreement for CATV, Mediacom Online Services and Mediacom Business Phone for use by the Bay Saint Louis Police Department at the Bay Saint Louis Fire Station 1 and Bay Saint Louis Fire Station 2 and authorize Mayor Fillingame to execute said contract, pending approval of City Attorney Favre and with the Bay Saint Louis Contract Addendum. (Executed Contract and executed Contract addendum Exhibit "C")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and McDonald

VOTING NAY: Seal

ABSENT: None

• **E.S.S. Contract (2017 election)**

Motion to approve the Election Systems & Software contract in the total amount of \$15,244.00 and authorize Mayor Fillingame to execute said contract

Council Member Seal motioned, seconded by Council Member Reed, to approve the Election Systems & Software contract in the total amount of \$15,244.00 and authorize Mayor Fillingame to execute said contract. (Exhibit "D")

Council Member Boudin made note to begin adding \$9,000.00 per year to the budget to pay for this expense.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None ABSENT: None

• **Bay Saint Louis Cash Balances**

Motion to spread the Bay Saint Louis Cash Balances dated March 21, 2017, in the amount of \$4,898,986.06, on the Minutes

Council Member Boudin motioned, seconded by Council Member Reed, to spread the Bay Saint Louis Cash Balances, before the Docket of Claims, dated March 21, 2017, in the amount of \$4,898,986.06, on the Minutes. (Exhibit "E")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None ABSENT: None

• **Bay Saint Louis Certification Letter dated March 21, 2017 for Docket of Claims #16-040**

Motion to spread the Bay Saint Louis Certification Letter dated March 21, 2017, for Docket of Claims #16-040 in the amount of \$1,358,979.43, on the Minutes

Council Member Falgout motioned, seconded by Council Member Reed, to spread the Bay Saint Louis Certification Letter dated March 21, 2017, for Docket of Claims #16-040 in the amount of \$1,358,979.43, on the Minutes. (Exhibit "F")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None ABSENT: None

• **Bay Saint Louis Payroll**

Motion to spread the Bay Saint Louis Payroll dated March 15, 2017 on the Minutes

Council Member Reed motioned, seconded by Council Member Boudin, to spread the Payroll dated March 15, 2017, in the amount of \$155,144.83, on the Minutes. (Exhibit "G")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None ABSENT: None

• **Bay Saint Louis Docket of Claims #16-040 dated March 21, 2017**

Motion to Approve the Docket of Claims #16-040 dated March 21, 2017, in the amount of \$1,358,979.43

Council Member Seal motioned, seconded by Council Member Boudin, to approve the Docket of Claims #16-040 dated March 21, 2007, in the amount of \$1,358,979.43. (Exhibit "H") as follows:

001 General Fund	\$105,479.37
200 Debt Service Fund	\$82,881.58
330 2016 R&B Construction Fund	\$882,044.97
400 Utility Fund	\$278,175.51
450 Municipal Harbor Fund	9,728.00
650 Community Hall Unearned	\$400.00
Total	\$1,358,979.43

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

PUBLIC FORUM (Agenda Items Only)

Kathleen Monti, wanted to discuss the Noise Ordinance. Council Member Seal stated the plan would be to make any changes tonight to the ordinance, post it on the website for two weeks and adopt it with no changes at the next meeting. Council Member Favre stated there would be time for public comments on the Noise Ordinance when it is discussed later in the meeting.

Joan Coleman welcomed Council Member McDonald back. Mrs. Coleman also thanked the City of Bay Saint Louis for allowing the Arts—Hancock County hold the fourth annual Arts Alive celebration.

Caroline Williams asked how long the citizens would be paying the extra \$13.00 on the Debt Service Fund. Council Member Favre stated there would be one payment in June and should be paid off in six months.

David Wells, Hancock County Alliance for Good Government, asked about the Cash Balances in reference to the \$6,000,000.00 Mayor Fillingame stated was in Bay Saint Louis cash account. Council Member Favre stated there is money that cannot be touched and some of the money is in reserves or capital maintenance.

Sam Moore, Hancock County Alliance for Good Government, asked about the Cash Balances and the accounts not being comingled. Council Member Favre stated that was corrected as the money is restricted for the account it is in.

Mr. Moore also asked about the status of the resolutions of the harbor issues.

Mr. Moore asked about the grant money available in May for the community hall and voting precincts in Wards 5 and 6.

Lana Noonan, Hancock County Alliance for Good Government, stated there are approximately 135 names on the voting roles that need to be removed due to death, moving or other. The Hancock County Circuit Clerk, Karen Rurh, and Hancock County Chairman of the Election Commission, Gary Gilmore, welcome the input from the Bay Saint Louis City Council and are willing to assist with the voter roles and they meet tomorrow at 3:00 p.m. at the Bay Saint Louis City Hall.

ENGINEER'S REPORT

City Engineer Chiniche gave the Bay Saint Louis City Council updates on the Phase 2 Drainage project and Phase 1 Drainage project.

Motion to transfer \$50,000.00 from Bay Saint Louis County Road and Bridge Debt Service to the Bay Saint Louis 2016 Road and Bridge Construction Bond and transfer \$46,000.00 from the Bay Saint Louis Municipal Reserve Fund to the Bay Saint Louis 2016 Road and Bridge Construction Bond for a total of \$96,000.00 being transferred to the Bay Saint Louis 2016 Road and Bridge Construction Bond, pending City Attorney Favre's approval

Council Member Seal motioned, seconded by Council Member Falgout, to transfer \$50,000.00 from Bay Saint Louis County Road and Bridge Debt Service to the Bay Saint Louis 2016 Road and Bridge Construction Bond and transfer \$46,000.00 from the Bay Saint Louis Municipal Reserve Fund to the Bay Saint Louis 2016 Road and Bridge Construction Bond for a total of \$96,000.00 being transferred to the Bay Saint Louis 2016 Road and Bridge Construction Bond, pending City Attorney Favre's approval.

A vote was called for with the following response:

VOTING YEA: Falgout, Favre, Boudin and Seal

VOTING NAY: Compretta, Reed, McDonald

ABSENT: None

Motion to authorize Mayor Fillingame to execute the contract with Morreale Construction in the amount of \$181,930.00, as the low bid, for the Phase 2 Drainage project and to authorize City Engineer Chiniche to issue a Notice to Proceed

Council Member Boudin motioned, seconded by Council Member Seal, to authorize Mayor Fillingame to execute the contract with Morreale Construction in the amount of \$181,930.00, as the low bid, for the Phase 2 Drainage project and to authorize City Engineer Chiniche to issue a Notice to Proceed (Execute Bid and executed Contract with executed Bay Saint Louis Contract Addendum as Exhibit "T")

A vote was called for with the following response:

VOTING YEA: Falgout, Favre, Boudin and Seal

VOTING NAY: Compretta, Reed, McDonald

ABSENT: None

Motion to authorize Mayor Fillingame to execute the Substantial Completion Form dated November 9, 2016 for the Phase 1 Paving Project

Council Member Reed motioned, seconded by Council Member Boudin, to authorize Mayor Fillingame to execute the Substantial Completion Form dated November 9, 2016 for the Phase 1 Paving Project. (Exhibit "J")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

City Engineer Chiniche further discussed projects with the Bay Saint Louis City Council, including, the BP Restore List, Walkway at Demontluzin Street, Main Drain 28, Safe Routes to School Grant (Washington Street to Old Spanish Trail), grants for a voting precinct and community center, Resilient Grant and BP monies.

MAYOR'S REPORT

Consent Agenda

- a) Approve Street Closure, April 1, 2017 8:00 a.m. – 10:00 a.m., to allow for 5K race sponsored by CASA, close 1 lane of Beach Boulevard from Main Street to Highway 90
- b) Travel
Department: Fire
Employee: Robert Labat, Adam Torres, Wayne Hoffmann
Date: April 4, 2017
Location: Jackson, MS
Reason for Travel: CPAT Exam
Sponsoring Organization: State Fire Academy
Registration: \$120.00
Meals: -0-
Transportation: City Vehicle
Lodging: -0-
- c) Travel
Department: Police
Employee: Jamie Blanton
Date: April 5-6, 2017
Location: Biloxi, MS
Reason for Travel: Training Conference
Sponsoring Organization: Children's Advocacy Centers of MS
Registration: -0-
Meals: -0-
Transportation: City Vehicle
Lodging: -0-

Mayor Fillingame stated item 1 is being changed to 2 lanes being closed.

Motion to Approve Mayor Fillingame's Consent Agenda

Council Member McDonald motioned, seconded by Council Member Boudin, to approve Mayor Fillingame's Consent Agenda.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

Motion to Approve Travel

Council Member Boudin motioned, seconded by Council Member Seal, to approve travel for Don Gray and Jeff Hendrix to attend Mississippi Bureau of Narcotics meeting/training in Jackson, Mississippi on Wednesday, March 22, 2017, with the only cost to the City being the use of a City vehicle for travel.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

Council Member Compretta left the room.

Motion to Approve Travel

Council Member Boudin motioned, seconded by Council Member Seal, to approve travel for Rick Reynolds to attend State Instructor Certification Course at the Mississippi Department of Education, Mississippi Law Enforcement Officer Training Academy in Pearl, Mississippi from Sunday, March 26, 2017 through Thursday, March 30, 2017, with the only cost to the City being the use of a City vehicle for travel.

A vote was called for with the following response:

VOTING YEA: Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: Compretta

Council Member Compretta returned.

Motion to Override Veto of February 7, 2017 Minutes

Council Member Falgout motioned, seconded by Council Member Boudin, to override veto of "Motion to restore the improperly used DOJ funds by transferring from the Bay Saint Louis General Fund, as soon as the funds are available, the amount of \$299,968.54 to the Bay Saint Louis DOJ account of the sole benefit of the Bay Saint Louis Police Department. The Council will continue to pursue the bonds of the responsible parties with the help of the Mississippi Office of State Auditor and/or outside legal counsel to recover the funds" from the February 7, 2017 Minutes. (Exhibit "K")

A vote was called for with the following response:

VOTING YEA: Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: Compretta

ABSTAIN: McDonald

ABSENT: None

Council Member McDonald left the room.

Motion to spread Mississippi Office of State Auditor letter on minutes

Council Member Falgout motioned, seconded by Council Member Boudin, to spread the Mississippi Office of State Auditor letter dated, February 21, 2017, on the minutes. (Exhibit "L")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None

ABSENT: McDonald

Council Member McDonald returned.

ATTORNEY'S REPORT

• 212 Charter Street

Motion to accept cost of \$328.80 for total clean up the property 212 Charter Street and give City Attorney Favre the authority to adjudicate the cost on to taxes

Council Member Seal motioned, seconded by Council Member Boudin, to accept cost of \$328.80 for total clean up the property 212 Charter Street and give City Attorney Favre the authority to adjudicate the cost to the taxes.

After discussion, motion was withdrawn and placed on the next regularly scheduled City Council meeting on April 3, 2017.

EXECUTIVE SESSION

Motion to Determine the Need to Go Into Executive Session

Council Member Seal moved, seconded by Council Member Falgout, to determine the need to go into Executive Session.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

Motion to Go Into Executive Session

Council Member Seal moved, seconded by Council Member Boudin, to go into Executive Session to discuss pending litigation and new claim.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

Motion to come out of Executive Session

Council Member Compretta moved, seconded by Council Member Falgout, to come out of Executive Session with no action taken in Executive Session.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

Motion to put the E&O insurance company of Donald Rafferty on Notice regarding the Bise/Oshiro house demolition litigation, motion made on the advice of City Attorney Favre

Council Member Falgout motioned, seconded by Council Member Reed, to put the E&O insurance company of Donald Rafferty on Notice regarding the Bise/Oshiro house demolition litigation, motion made on the advice of City Attorney Favre.

Motion withdrawn.

Motion to put the E&O insurance company of Donald Rafferty to file a claim on the Bise/Oshiro litigation case, motion made on the advice of City Attorney Favre

Council Member Falgout motioned, seconded by Council Member Seal, to put the E&O insurance company of Donald Rafferty to file a claim on the Bise/Oshiro litigation case, motion made on the advice of City Attorney Favre.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

MINUTES

Motion to Approve the Bay Saint Louis City Council Workshop Minutes of March 6, 2017

Council Member Falgout moved, seconded by Council Member Seal, to approve the Bay Saint Louis City Council Workshop Minutes of March 6, 2017.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and

VOTING NAY: None

ABSTAIN: McDonald

ABSENT: None

Motion to Approve the Bay Saint Louis City Council Workshop Minutes of March 7, 2017

Council Member Falgout moved, seconded by Council Member Favre, to approve the Bay Saint Louis City Council Workshop Minutes of March 7, 2017.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and

VOTING NAY: None

ABSTAIN: McDonald

ABSENT: None

Motion to Approve the Bay Saint Louis City Council Minutes of March 7, 2017

Council Member Falgout moved, seconded by Council Member Favre, to approve the Bay Saint Louis City Council Minutes of March 7, 2017.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and

VOTING NAY: None

ABSTAIN: McDonald

ABSENT: None

Motion to Approve the Bay Saint Louis City Council Workshop Minutes of March 13, 2017

Council Member Seal moved, seconded by Council Member Favre, to approve the Bay Saint Louis City Council Workshop Minutes of March 13, 2017.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and

VOTING NAY: None

ABSTAIN: McDonald

ABSENT: None

ADJOURN

Motion to adjourn

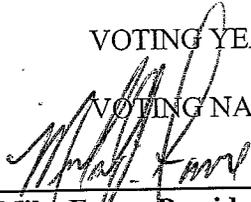
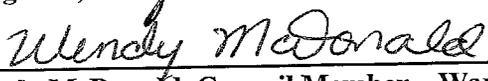
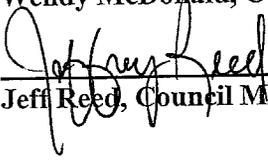
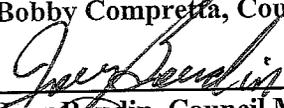
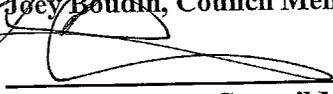
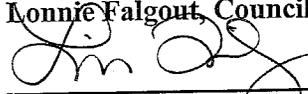
Council Member Compretta moved, seconded by Council Member Reed, to adjourn

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin, Seal and McDonald

VOTING NAY: None

ABSENT: None

 Mike Favre, President – Council Member-at-Large	4-4-17 Date
 Doug Seal, Council Member – Ward 1	4/4/17 Date
 Wendy McDonald, Council Member – Ward 2	4-4-17 Date
 Jeff Reed, Council Member – Ward 3	4/4/17 Date
 Bobby Compretta, Council Member – Ward 4	 Date
 Joey Boudin, Council Member -- Ward 5	04/04/17 Date
 Lonnie Falgout, Council Member – Ward 6	4/4/17 Date
 Lisa Tilley, Clerk of Council	4-4-17 Date
 Les Fillingame, Mayor	 Date

OATH OF OFFICE

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

MAR 17 2017
BY: *K. Ladner*
MS 03-21-17

I, Dana Feuerstein, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the position of Deputy Registrar of Voters and that I will faithfully discharge the duties of the office upon which I am about to enter.

SO HELP ME GOD.

Dana Feuerstein
DANA FEUERSTEIN

SWORN TO AND SUBSCRIBED before me, this the 17th day of March, 2017.

Karen Ladner Ruhr
KAREN LADNER RUHR
CIRCUIT CLERK
HANCOCK COUNTY, MS



Exhibit "B"
March 21, 2017

OATH OF OFFICE

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

REC'D

MAR 17 2017

DI: *[Signature]*
179 03-21-17

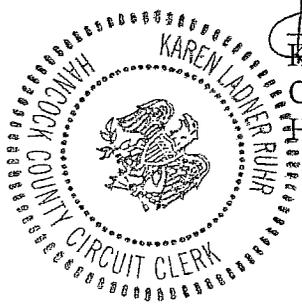
I, Dolly Gonzales, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the position of Deputy Registrar of Voters and that I will faithfully discharge the duties of the office upon which I am about to enter.

SO HELP ME GOD.

[Signature]
DOLLY GONZALES

SWORN TO AND SUBSCRIBED before me, this the 17th day of March, 2017.

[Signature]
KAREN LADNER RUHR
CIRCUIT CLERK
HANCOCK COUNTY, MS



CITY OF BAY ST LOUIS
CASH BALANCES*
3/21/2017

GENERAL FUND OPERATING	\$ 713,711.53
NARCOTIC'S TASK FORCE ACCT	\$ 3,768.06
COMMUNITY HALL ACCOUNT	\$ 48,411.40
MUN FIRE REBATE FUND & 1/4 MILL	\$ 31,898.93
MUNICIPAL RESERVE FUND	\$ 346,383.60
KATRINA LONG TERM RECOVERY (FEMA)	\$ 384.76
KATRINA SUPPLEMENTAL CDBG ACCOUNT	\$ 1,364.28
DEBT SERVICE ACCOUNT	\$ 138,850.74
UTILITY FUND OPERATING	\$ 532,492.33
UTILITY CAPITAL AND MAINTENANCE	\$ 385,654.44
UTILITY METER DEPOSITS	\$ 315,399.83
UTILITY DEBT SERVICE	\$ 761.58
UTILITY BOND SINKING FUND (REFI IN 2014)	\$ 273,381.61
MUNICIPAL HARBOR FUND	\$ 104,361.57
MUNICIPAL HARBOR CAPITAL & MAINTENANCE	\$ 5,001.14
UNEMPLOYMENT REVOLVING FUND	\$ 45,872.32
DOJ FUNDS	\$ 321,651.42
2016 ROAD CONSTRUCTION BOND	\$ 1,488,824.65
COUNTY ROAD & BRIDGE DEBT SERVICE	\$ 140,811.87
TOTAL ALL FUNDS:	\$ <u>4,898,986.06</u>

RECEIVED
 MAR 21 2017
 BY: *Oct hand del*
 SG
 mtg 3-21-17

*Cash Balances are shown BEFORE Claims Docket

Exhibit "E"
March 21, 2017

BAY SAINT LOUIS

A PLACE APART

// F

March 21, 2017

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BY: Jet hand
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CERTIFICATION

I certify that funds are available and make the recommendation to approve and pay the following claims docket:

- Claims Docket 03/21/2017_16-040 - \$1,358,979.43

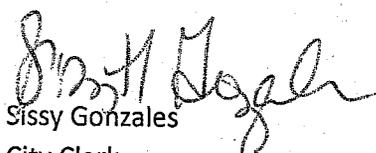

Sissy Gonzales
City Clerk
City of Bay St. Louis

Exhibit "F"
March 21, 2017

3/15/2017 1:10 PM
 PAYROLL NO#: 01 CITY OF BAY ST. LOUIS
 BATCH: ALL BATCHES

PAYROLL BATCH REPORT

PAGE: 1
 DEPT: 001-100

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1036	BOUDIN, JR, ROBERT J	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL	646.16		646.16
1033	COMPRETTA, ROBERT J	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL	646.16		646.16
1300	FALGOUT, LONNIE J	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL	646.16		646.16
1299	FAVRE, MICHAEL J	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL	692.31		692.31
1339	GARCIA, LINDA D	R -1	REGULAR PAY	001-100-400-000	EMPLOYEE	TOTAL	13.40	47.50	636.50
		VAC -1	VAC PAY	001-100-400-000	EMPLOYEE	TOTAL	13.40	24.00	321.60
		HOL -1	HOL PAY	001-100-400-000	EMPLOYEE	TOTAL	13.40	8.00	107.20
					EMPLOYEE	TOTAL		79.50	1,065.30
1194	MC DONALD, WENDY	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL	646.16		646.16
1039	REED, JEFFREY J	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL	646.16		646.16
1038	SEAL, JR, PHILLIP DOUG	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL	646.16		646.16
1326	TILLEY, LISA C	R -1	REGULAR PAY	001-100-400-000	EMPLOYEE	TOTAL	16.50	68.25	1,126.12
		PRSL -1	PRSNL LEAVE	001-100-400-000	EMPLOYEE	TOTAL	16.50	3.75	61.88
		HOL -1	HOL PAY	001-100-400-000	EMPLOYEE	TOTAL	16.50	8.00	132.00
					EMPLOYEE	TOTAL		80.00	1,320.00

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
HOLIDAY PAY	16.00	239.20
PERSONAL LEAVE	3.75	61.88
REGULAR PAY	115.75	1,762.62
SALARY PAY	24.00	4,569.27
VACATION PAY	321.60	321.60
** TOTALS **	159.50	6,954.57

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Exhibit "G"
 March 21, 2017

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 BY: [Signature]
 3/15/2017

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1053	BREMER, MARY ANN	R -1	REGULAR PAY	001-102-400-000	PAYROLL		14.58	71.00	1,035.18
		HOL -1	HOL PAY	001-102-400-000	PAYROLL		14.58	8.00	116.64
EMPLOYEE TOTAL								79.00	1,151.82
1011	SHEPPARD, CLEMENTINE T R	R -1	REGULAR PAY	001-102-400-000	PAYROLL		18.50	58.50	1,082.25
		VAC -1	VAC PAY	001-102-400-000	PAYROLL		18.50	13.50	249.75
		HOL -1	HOL PAY	001-102-400-000	PAYROLL		18.50	8.00	148.00
EMPLOYEE TOTAL								80.00	1,480.00
1350	SMITH, RACHAEL A	R -1	REGULAR PAY	001-102-400-000	PAYROLL		10.00	56.50	565.00
		VAC -1	VAC PAY	001-102-400-000	PAYROLL		10.00	15.50	155.00
		HOL -1	HOL PAY	001-102-400-000	PAYROLL		10.00	8.00	80.00
EMPLOYEE TOTAL								80.00	800.00
DEPARTMENT TOTALS									
	TYPE						HOURS		AMOUNT
	HOLIDAY PAY						24.00		344.64
	REGULAR PAY						186.00		2,682.43
	VACATION PAY						29.00		404.75
	** TOTALS **						239.00		3,431.82

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE BATCH	RATE	HOURS	AMOUNT
1182	BURCH, MARY A	R -1	REGULAR PAY	001-120-400-000	EMPLOYEE TOTAL	16.98	46.25	785.32
		VAC -1	VAC PAY	001-120-400-000		16.98	9.00	152.82
		PRSL -1	PRSNL LEAVE	001-120-400-000		16.98	8.00	135.84
		SCK -1	SICK PAY	001-120-400-000		16.98	8.75	148.58
		HOL -1	HOL PAY	001-120-400-000		16.98	8.00	135.84
					EMPLOYEE TOTAL		80.00	1,358.40
1010	FAIRCONNETTE, PAULA C	R -1	REGULAR PAY	001-120-400-000	EMPLOYEE TOTAL	21.50	64.00	1,376.00
		OT -1-1	OVERTIME	001-120-401-000		32.25	0.75	24.19
		VAC -1	VAC PAY	001-120-400-000		21.50	2.00	43.00
		PRSL -1	PRSNL LEAVE	001-120-400-000		21.50	2.25	48.38
		SCK -1	SICK PAY	001-120-400-000		21.50	2.75	59.13
		HOL -1	HOL PAY	001-120-400-000		21.50	8.00	172.00
					EMPLOYEE TOTAL		79.75	1,722.70
1219	FAYRE, JAMIE E	R -1	REGULAR PAY	001-120-400-000	EMPLOYEE TOTAL	13.58	64.00	869.12
		PRSL -1	PRSNL LEAVE	001-120-400-000		13.58	2.00	27.16
		SCK -1	SICK PAY	001-120-400-000		13.58	6.00	81.48
		HOL -1	HOL PAY	001-120-400-000		13.58	8.00	108.64
					EMPLOYEE TOTAL		80.00	1,086.40
1244	FEUERSTEIN, DANA M	R -1	REGULAR PAY	001-120-400-000	EMPLOYEE TOTAL	14.08	40.00	563.20
		VAC -1	VAC PAY	001-120-400-000		14.08	32.00	450.56
		HOL -1	HOL PAY	001-120-400-000		14.08	8.00	112.64
					EMPLOYEE TOTAL		80.00	1,126.40
1140	FILLINGAME, LES M	SAL -1	SAL PAY	001-120-400-000	EMPLOYEE TOTAL			3,091.38
					EMPLOYEE TOTAL			2,250.00
					EMPLOYEE TOTAL			250.00
					EMPLOYEE TOTAL			2,500.00
1341	GONZALES, DOLLY H	SAL -1	SAL PAY	001-120-400-000	EMPLOYEE TOTAL	31.25	8.00	250.00
		HOL -1	HOL PAY	001-120-400-000			8.00	2,500.00
					EMPLOYEE TOTAL			662.63
1322	JACOBI, LOUIS S	R -1	REGULAR PAY	001-120-400-000	EMPLOYEE TOTAL	15.50	42.75	662.63
					EMPLOYEE TOTAL		42.75	662.63
1005	MCKAY JR, AUGUST CHARLESAL	SAL -1	SAL PAY	001-120-400-000	EMPLOYEE TOTAL	26.07	8.00	208.62
		HOL -1	HOL PAY	001-120-400-000			8.00	2,086.15
					EMPLOYEE TOTAL			1,877.53
1357	THOMPSON, CAITLIN M	R -1	REGULAR PAY	001-120-400-000	EMPLOYEE TOTAL	10.00	69.50	695.00
		HOL -1	HOL PAY	001-120-400-000		10.00	8.00	80.00
					EMPLOYEE TOTAL		77.50	775.00
1093	TTCHE, VIOLET PATRICIA DR	R -1	REGULAR PAY	001-120-400-000	EMPLOYEE TOTAL	19.60	74.75	1,465.10
		HOL -1	HOL PAY	001-120-400-000		19.60	8.00	156.80
					EMPLOYEE TOTAL		82.75	1,621.90

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
HOLIDAY PAY	64.00	1,224.54
OVERTIME	0.75	24.19
PERSONAL LEAVE	12.25	211.38
REGULAR PAY	401.25	6,416.37
SALARY PAY		7,218.91
SICK PAY	17.50	289.19
VACATION PAY	43.00	646.38
** TOTALS **	538.75	16,030.96

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
263	BEAUGEZ, GERALD J	R -1	REGULAR PAY	001-150-400-000	PAYROLL		19.00	58.75	1,116.25
		VAC -1	VAC PAY	001-150-400-000	PAYROLL		19.00	8.00	152.00
		PRSNL -1	PRSNL LEAVE	001-150-400-000	PAYROLL		19.00	4.00	76.00
		SCK -1	SICK PAY	001-150-400-000	PAYROLL		19.00	3.25	61.75
		HOL -1	HOL PAY	001-150-400-000	PAYROLL		19.00	8.00	152.00
						EMPLOYEE TOTAL		82.00	1,558.00
1052	BLACK, CHARLENE MARIE	R -1	REGULAR PAY	001-150-400-000	PAYROLL		19.35	72.00	1,393.20
		HOL -1	HOL PAY	001-150-400-000	PAYROLL		19.35	8.00	154.80
		CE -1	COMP EARNED					1.50	0.00
		CE -1	COMP EARNED					3.00	0.00
						EMPLOYEE TOTAL		84.50	1,548.00
1218	FARVE, GREGORY J	R -1	REGULAR PAY	001-150-400-000	PAYROLL		13.00	47.50	617.50
		R -1	REGULAR PAY	001-150-400-000	PAYROLL		12.08	72.00	869.76
		OT -1	OVERTIME	001-150-401-000	PAYROLL		18.12	5.00	90.60
		OT -1	OVERTIME	001-150-401-000	PAYROLL		12.08	8.00	96.64
		HOL -1	HOL PAY	001-150-400-000	PAYROLL			85.00	1,057.00
						EMPLOYEE TOTAL		85.00	1,057.00
1045	MCCONNELL, THOMAS H	R -1	REGULAR PAY	001-150-400-000	PAYROLL		20.19	53.00	1,070.07
		OT -1	OVERTIME	001-150-401-000	PAYROLL		30.28	1.00	30.29
		BV -1	BEREAVEMENT	001-150-400-000	PAYROLL		20.19	19.00	383.61
		HOL -1	HOL PAY	001-150-400-000	PAYROLL		20.19	8.00	161.52
						EMPLOYEE TOTAL		81.00	1,645.49
1228	OLIVER, CHARLES R	SAL -1	SAL PAY	001-150-400-000	PAYROLL		22.71	8.00	181.70
		HOL -1	HOL PAY	001-150-400-000	PAYROLL			8.00	1,816.92
						EMPLOYEE TOTAL		8.00	1,816.92

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TYPE	HOURS	AMOUNT
BEREAVEMENT PAY	19.00	383.61
COMP TIME EARNED	4.50	0.00
HOLIDAY PAY	40.00	746.66
OVERTIME	6.00	120.89
PERSONAL LEAVE	4.00	76.00
REGULAR PAY	303.25	5,066.78
SALARY PAY	3.25	1,635.22
SICK PAY	8.00	61.75
VACATION PAY	8.00	152.00
** TOTALS **	388.00	8,242.91

DEPARTMENT TOTALS

MP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	PAYROLL	TYPE	BATCH	RATE	HOURS	AMOUNT
085	ARMENROUT, SCOTT A	R -1	REGULAR PAY	001-200-400-000	PAYROLL			15.17	86.00	1,304.62
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			22.75	10.00	227.55
		HOL -1	HOL PAY	001-200-400-000	PAYROLL			15.17	8.00	121.36
						EMPLOYEE TOTAL			104.00	1,653.53
090	ARNOLD, JAMES ANTHONY	R -1	REGULAR PAY	001-200-400-000	PAYROLL			14.06	86.00	1,209.16
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			21.09	22.00	463.98
						EMPLOYEE TOTAL			108.00	1,673.14
146	AVERHART, PEGGY L	R -1	REGULAR PAY	001-200-400-000	PAYROLL			14.00	31.00	434.00
						EMPLOYEE TOTAL			31.00	434.00
332	BLANTON, JAMIE M	R -1	REGULAR PAY	001-200-400-000	PAYROLL			15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			22.53	12.00	270.36
		HOL -1	HOL PAY	001-200-400-000	PAYROLL			15.02	8.00	120.16
						EMPLOYEE TOTAL			106.00	1,682.24
043	BLAPPERT, DIANE S	R -1	REGULAR PAY	001-200-400-000	PAYROLL			16.00	40.00	640.00
		VAC -1	VAC PAY	001-200-400-000	PAYROLL			16.00	32.00	512.00
		HOL -1	HOL PAY	001-200-400-000	PAYROLL			16.00	8.00	128.00
				EMPLOYEE TOTAL			80.00	1,280.00		
059	BRADY, TANNY L	R -1	REGULAR PAY	001-200-400-000	PAYROLL			14.73	72.50	1,067.92
		HOL -1	HOL PAY	001-200-400-000	PAYROLL			14.73	8.00	117.84
				EMPLOYEE TOTAL			80.50	1,185.76		
084	BURCH, JAMES S	R -1	REGULAR PAY	001-200-400-000	PAYROLL			18.87	25.50	481.19
		VAC -1	VAC PAY	001-200-400-000	PAYROLL			18.87	35.18	663.85
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL			18.87	53.80	1,015.21
		HOL -1	HOL PAY	001-200-400-000	PAYROLL			18.87	8.00	150.96
		CT -1	COMP TAKEN	001-200-400-000	PAYROLL			18.87	128.75	2,429.51
				EMPLOYEE TOTAL			251.23	4,740.72		
308	CORR, NATHAN M	R -1	REGULAR PAY	001-200-400-000	PAYROLL			15.02	25.50	383.01
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL			15.02	84.00	1,261.68
		VAC -1	VAC PAY	001-200-400-000	PAYROLL			15.02	147.19	2,210.79
		CT -1	COMP TAKEN	001-200-400-000	PAYROLL			15.02	28.50	428.07
		HOL -1	HOL PAY	001-200-400-000	PAYROLL			15.02	8.00	120.16
				EMPLOYEE TOTAL			293.19	4,403.71		
199	COSTER, MARY I	R -1	REGULAR PAY	001-200-400-000	PAYROLL			14.06	17.00	239.02
						EMPLOYEE TOTAL			17.00	239.02
352	CRAIG, KYIE N	R -1	REGULAR PAY	001-200-400-000	PAYROLL			15.02	84.00	1,261.68
		HOL -1	HOL PAY	001-200-400-000	PAYROLL			15.02	8.00	120.16
				EMPLOYEE TOTAL			92.00	1,381.84		
333	EAGAN III, FREDERICK L	R -1	REGULAR PAY	001-200-400-000	PAYROLL			15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			22.53	7.25	163.34
		HOL -1	HOL PAY	001-200-400-000	PAYROLL			15.02	8.00	120.16
						EMPLOYEE TOTAL			101.25	1,575.22

3/15/2017 1:10 PM
 PAYROLL NO#: 01 CITY OF BAY ST. LOUIS
 BATCH: ALL BATCHES

PAYROLL BATCH REPORT

PAGE: 7
 DEPT: 001-200

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1358	FREEMAN, DAREN T	SAL -1	SAL PAY	001-200-400-000			27.51	8.00	1,981.39
		HOL -1	HOL PAY	001-200-400-000				8.00	2,201.54
					EMPLOYEE TOTAL				
1080	GAILLOT, KEVEN RENE	R -1	REGULAR PAY	001-200-400-000			15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000			22.53	34.00	766.02
		HOL -1	HOL PAY	001-200-400-000			15.02	8.00	120.16
					EMPLOYEE TOTAL			128.00	2,177.90
1100	GARBER, TANNY	R -1	REGULAR PAY	001-200-400-000			14.00	40.00	560.00
					EMPLOYEE TOTAL			40.00	560.00
1349	GRADY, SCOTT T	R -1	REGULAR PAY	001-200-400-000			15.02	84.00	1,261.68
		HOL -1	HOL PAY	001-200-400-000			15.02	8.00	120.16
					EMPLOYEE TOTAL			92.00	1,381.84
1202	GRAY, DONALD R	R -1	REGULAR PAY	001-200-400-000			18.88	80.50	1,519.84
		SCK -1	SICK PAY	001-200-400-000			18.88	8.50	160.48
		HOL -1	HOL PAY	001-200-400-000			18.88	8.00	151.04
					EMPLOYEE TOTAL			97.00	1,831.36
1337	HART, DAVID D	R -1	REGULAR PAY	001-200-400-000			15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000			22.53	12.00	270.36
		HOL -1	HOL PAY	001-200-400-000			15.02	8.00	120.16
					EMPLOYEE TOTAL			106.00	1,682.24
1065	HENDRIX, JEFFREY B	R -1	REGULAR PAY	001-200-400-000			17.07	75.00	1,280.25
		SCK -1	SICK PAY	001-200-400-000			17.07	8.00	136.56
		HOL -1	HOL PAY	001-200-400-000			17.07	8.00	136.56
					EMPLOYEE TOTAL			91.00	1,553.37
1359	ISSMAN, MATTHEW L	R -1	REGULAR PAY	001-200-400-000			17.07	47.00	802.29
					EMPLOYEE TOTAL			47.00	802.29
1060	MAYLREY, WESTON C	R -1	REGULAR PAY	001-200-400-000			20.12	86.00	1,730.32
		HOL -1	HOL PAY	001-200-400-000			20.12	8.00	160.96
					EMPLOYEE TOTAL			94.00	1,891.28
1324	MCQUEEN, CALIEB W	R -1	REGULAR PAY	001-200-400-000			15.02	68.30	1,025.86
		MIL -1	MILITARY LVE	001-200-400-000			15.02	24.00	360.48
		HOL -1	HOL PAY	001-200-400-000			15.02	8.00	120.16
					EMPLOYEE TOTAL			100.30	1,506.50
1058	MITCHELL, JOHN E	SCK -1	SICK PAY	001-200-400-000			17.21	8.00	137.68
		HOL -1	HOL PAY	001-200-400-000			17.21	8.00	137.68
					EMPLOYEE TOTAL			16.00	275.36
1227	MURPHY, DYLAN K	R -1	REGULAR PAY	001-200-400-000			17.07	86.00	1,468.02
		OT -1-1	OVERTIME	001-200-401-000			25.60	19.00	486.50
		HOL -1	HOL PAY	001-200-400-000			17.07	8.00	136.56
					EMPLOYEE TOTAL			113.00	2,091.08

MP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
041	NECAISE, DORRY J	R -1	REGULAR PAY	001-200-400-000	PAYROLL		13.48	80.00	1,078.40
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		20.22	3.00	60.66
		HOL -1	HOL PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	13.48	8.00	107.84
					EMPLOYEE TOTAL		91.00	1,246.90	
323	NELSON, JOHN E	R -1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		22.53	5.50	123.92
		HOL -1	HOL PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	15.02	8.00	120.16
					EMPLOYEE TOTAL		99.50	1,535.80	
091	ONEAL JR, ROBERT ERNIE CT	-1	COMP TAKEN	001-200-400-000			18.88	132.25	2,496.88
					EMPLOYEE TOTAL			132.25	2,496.88
044	OTNOTT, CHARLES H	R -1	REGULAR PAY	001-200-400-000	PAYROLL		14.09	72.00	1,014.48
		HOL -1	HOL PAY	001-200-400-000	PAYROLL		14.09	8.00	112.72
					EMPLOYEE TOTAL			80.00	1,127.20
068	PHILLIPS, PUSH A	R -1	REGULAR PAY	001-200-400-000	PAYROLL		18.88	79.50	1,500.96
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL		18.88	1.00	18.88
		HOL -1	HOL PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	18.88	8.00	151.04
					EMPLOYEE TOTAL		88.50	1,670.88	
309	REYNOLDS, RICKY D	R -1	REGULAR PAY	001-200-400-000	PAYROLL		15.17	75.50	1,145.33
		HOL -1	HOL PAY	001-200-400-000	PAYROLL		15.17	8.00	121.36
					EMPLOYEE TOTAL			83.50	1,266.69
345	REYNOLDS, SARA F	R -1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	56.50	848.63
		MIL -1	MILITARY LVE	001-200-400-000	PAYROLL		15.02	24.00	360.48
		HOL -1	HOL PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	15.02	8.00	120.16
					EMPLOYEE TOTAL		88.50	1,329.27	
234	STANTON, NATHANIEL A	R -1	REGULAR PAY	001-200-400-000	PAYROLL		17.07	48.00	819.36
		MIL -1	MILITARY LVE	001-200-400-000	PAYROLL		17.07	36.00	614.52
		HOL -1	HOL PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	17.07	8.00	136.56
					EMPLOYEE TOTAL		92.00	1,570.44	
066	TAYLOR, ERNEST L	R -1	REGULAR PAY	001-200-400-000	PAYROLL		14.06	31.00	435.86
					EMPLOYEE TOTAL			31.00	435.86
196	TAYLOR, PAUL STEWART	R -1	REGULAR PAY	001-200-400-000	PAYROLL		17.07	84.00	1,433.88
		HOL -1	HOL PAY	001-200-400-000	PAYROLL		17.07	8.00	136.56
					EMPLOYEE TOTAL			92.00	1,570.44
338	TAYLOR, JR, ERNEST L	R -1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		22.53	7.00	157.71
		HOL -1	HOL PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL	15.02	8.00	120.16
					EMPLOYEE TOTAL		101.00	1,569.59	

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PAYROLL NO#: 01 CITY OF BAY ST. LOUIS
BATCH: ALL BATCHES

PAYROLL BATCH REPORT

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
COMP TIME TAKEN	289.50	5,354.46
HOLIDAY PAY	216.00	3,548.95
MILITARY LEAVE	84.00	1,335.48
OVERTIME	131.75	2,990.40
PERSONAL LEAVE	138.80	2,295.77
REGULAR PAY	2,076.80	32,696.08
SALARY PAY		1,981.39
SICK PAY	24.50	434.72
VACATION PAY	214.37	3,386.64
** TOTALS **	3,175.72	54,023.89

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1258	HARDMAN, MATTHEW B	R	REGULAR PAY	001-260-400-000	PAYROLL		11.69	106.00	1,239.14
		OT	OVERTIME	001-260-401-000	OVERTIME PAYROLL		17.53	14.00	245.49
		HOL	HOL PAY	001-260-400-000	PAYROLL		11.69	8.00	93.52
					EMPLOYEE TOTAL			128.00	1,578.15
1346	LABAT, ROBERT B	R	REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	14.00	220.50
		HOL	HOL PAY	001-260-400-000	PAYROLL		10.50	8.00	84.00
					EMPLOYEE TOTAL			128.00	1,417.50
1340	LOUSTALOT III, NORMAN JR	-1	REGULAR PAY	001-260-400-000	PAYROLL		9.15	48.00	439.20
					EMPLOYEE TOTAL			48.00	439.20
1303	MAURICE JR, GARY T	R	REGULAR PAY	001-260-400-000	PAYROLL		10.50	72.00	756.00
		PRSL	PRSNL LEAVE	001-260-400-000	PAYROLL		10.50	36.00	378.00
		SCK	SICK PAY	001-260-400-000	PAYROLL		10.50	12.00	126.00
		HOL	HOL PAY	001-260-400-000	PAYROLL		10.50	8.00	84.00
					EMPLOYEE TOTAL			128.00	1,344.00
1281	SHORTER, ORIN C	R	REGULAR PAY	001-260-400-000	PAYROLL		11.69	72.00	841.68
		HOL	HOL PAY	001-260-400-000	PAYROLL		11.69	8.00	93.52
					EMPLOYEE TOTAL			80.00	935.20
1107	STEFANO, DAVID D	R	REGULAR PAY	001-260-400-000	PAYROLL		11.69	96.00	1,122.24
		VAC	VAC PAY	001-260-400-000	PAYROLL		11.69	24.00	280.56
		HOL	HOL PAY	001-260-400-000	PAYROLL		11.69	8.00	93.52
					EMPLOYEE TOTAL			128.00	1,496.32
1110	STRONG, MONTY E	SAL	SAL PAY	001-260-400-000	PAYROLL		27.03	8.00	1,946.77
		HOL	HOL PAY	001-260-400-000	PAYROLL			8.00	216.31
					EMPLOYEE TOTAL			8.00	2,163.08
1355	TORRES, ADAM C	R	REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	14.00	220.50
		HOL	HOL PAY	001-260-400-000	PAYROLL		10.50	8.00	84.00
					EMPLOYEE TOTAL			128.00	1,417.50

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
HOLIDAY PAY	144.00	1,786.53
OVERTIME	112.00	1,885.38
PERSONAL LEAVE	60.00	630.00
REGULAR PAY	1,664.00	18,432.44
SALARY PAY		3,634.99

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
SICK PAY	12.00	126.00
VACATION PAY	24.00	280.56
** TOTALS **	2,016.00	26,775.90

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1318 ALLEN, DANNY L		R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.50	41.25	515.62
		VAC -1	VAC PAY	001-300-400-000	PAYROLL		12.50	8.75	109.38
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		12.50	6.75	84.38
		SCK -1	STCK PAY	001-300-400-000	PAYROLL		12.50	14.00	175.00
		HOL -1	HOL PAY	001-300-400-000	PAYROLL		12.50	8.00	100.00
EMPLOYEE TOTAL								78.75	984.38
1321 CHIASSON, SR, JASON P		R -1	REGULAR PAY	001-300-400-000	PAYROLL		14.50	64.00	928.00
		VAC -1	VAC PAY	001-300-400-000	PAYROLL		14.50	8.00	116.00
		HOL -1	HOL PAY	001-300-400-000	PAYROLL		14.50	8.00	116.00
EMPLOYEE TOTAL								80.00	1,160.00
1266 DUVERNAY, ROBERT A		R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.44	56.00	696.64
		VAC -1	VAC PAY	001-300-400-000	PAYROLL		12.44	8.00	99.52
		SCK -1	STCK PAY	001-300-400-000	PAYROLL		12.44	8.00	99.52
		HOL -1	HOL PAY	001-300-400-000	PAYROLL		12.44	8.00	99.52
EMPLOYEE TOTAL								80.00	995.20
1004 ELLIOTT, CINDY B		R -1	REGULAR PAY	001-300-400-000	PAYROLL		11.90	72.00	856.80
		OT -1-1	OVERTIME	001-300-401-000	OVERTIME PAYROLL		17.85	0.25	4.46
		HOL -1	HOL PAY	001-300-400-000	PAYROLL		11.90	8.00	95.20
EMPLOYEE TOTAL								80.25	956.46
1174 FAYRE, KIM P		SAL -1	SAL PAY	001-300-400-000	PAYROLL		25.98	16.00	415.70
		VAC -1	VAC PAY	001-300-400-000	PAYROLL		25.98	8.00	207.85
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		25.98	8.00	207.85
		HOL -1	HOL PAY	001-300-400-000	PAYROLL		32.00	2,078.47	
EMPLOYEE TOTAL								32.00	2,078.47
1353 JOHNSON, SANDRA R		R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.50	71.25	890.62
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		12.50	0.75	9.38
		HOL -1	HOL PAY	001-300-400-000	PAYROLL		12.50	8.00	100.00
EMPLOYEE TOTAL								80.00	1,000.00
1164 LADNER, MARK H		R -1	REGULAR PAY	001-300-400-000	PAYROLL		11.00	12.00	132.00
								12.00	132.00
EMPLOYEE TOTAL								12.00	132.00
1148 IOIACANO, JAMES D		SAL -1	SAL PAY	001-300-400-000	PAYROLL		22.71	8.00	181.70
		HOL -1	HOL PAY	001-300-400-000	PAYROLL		22.71	8.00	1,816.92
EMPLOYEE TOTAL								8.00	1,816.92
1253 MAURICE, GARY T		R -1	REGULAR PAY	001-300-400-000	PAYROLL		18.50	68.00	1,258.00
		HOL -1	HOL PAY	001-300-400-000	PAYROLL		18.50	8.00	148.00
EMPLOYEE TOTAL								76.00	1,406.00
1150 MCCARDLE, SAMUEL C		R -1	REGULAR PAY	001-300-400-000	PAYROLL		14.48	64.00	926.72
		HOL -1	HOL PAY	001-300-400-000	PAYROLL		14.48	8.00	115.84
EMPLOYEE TOTAL								72.00	1,042.56
1154 MCKAY, JAMIE		R -1	REGULAR PAY	001-300-400-000	PAYROLL		15.50	47.50	736.25

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
342	MEERK, GEORGE R	R	REGULAR PAY	001-300-400-000	PAYROLL		9.50	76.25	724.37
		OT	-1-1 OVERTIME	001-300-401-000	OVERTIME PAYROLL		14.25	2.00	28.50
		HOL	-1 HOL PAY	001-300-400-000	PAYROLL		9.50	8.00	76.00
EMPLOYEE TOTAL								86.25	828.87
331	PIAZZA, ASHLEY J	R	REGULAR PAY	001-300-400-000	PAYROLL		9.00	62.50	562.50
		PRSL	-1 PRSNL LEAVE	001-300-400-000	PAYROLL		9.00	8.00	72.00
		HOL	-1 HOL PAY	001-300-400-000	PAYROLL		9.00	8.00	72.00
EMPLOYEE TOTAL								78.50	706.50
213	POWELL, THOMAS J	R	REGULAR PAY	001-300-400-000	PAYROLL		12.00	64.00	768.00
		SCK	-1 SICK PAY	001-300-400-000	PAYROLL		12.00	8.00	96.00
		HOL	-1 HOL PAY	001-300-400-000	PAYROLL		12.00	8.00	96.00
EMPLOYEE TOTAL								80.00	960.00
240	RABOTEAU, WENDELL A	R	REGULAR PAY	001-300-400-000	PAYROLL		14.58	27.50	400.95
		HOL	-1 HOL PAY	001-300-400-000	PAYROLL		14.58	8.00	116.64
EMPLOYEE TOTAL								35.50	517.59
214	RICHARDSON, CORY M	R	REGULAR PAY	001-300-400-000	PAYROLL		12.08	63.00	761.04
		SCK	-1 SICK PAY	001-300-400-000	PAYROLL		12.08	9.00	108.72
		HOL	-1 HOL PAY	001-300-400-000	PAYROLL		12.08	8.00	96.64
EMPLOYEE TOTAL								80.00	966.40
205	STOREY, CHARLES B	VAC	-1 VAC PAY	001-300-400-000	PAYROLL		13.44	3.25	43.68
		PRSL	-1 PRSNL LEAVE	001-300-400-000	PAYROLL		13.44	1.75	23.52
		SCK	-1 SICK PAY	001-300-400-000	PAYROLL		13.44	2.25	30.24
		HOL	-1 HOL PAY	001-300-400-000	PAYROLL		13.44	8.00	107.52
EMPLOYEE TOTAL								15.25	204.96
155	SWANTER, MITCHELL J	R	REGULAR PAY	001-300-400-000	PAYROLL		14.50	51.50	746.75
		VAC	-1 VAC PAY	001-300-400-000	PAYROLL		14.50	16.00	232.00
		PRSL	-1 PRSNL LEAVE	001-300-400-000	PAYROLL		14.50	3.00	43.50
		HOL	-1 HOL PAY	001-300-400-000	PAYROLL		14.50	8.00	116.00
EMPLOYEE TOTAL								78.50	1,138.25
276	TAYLOR, DONNELL	R	REGULAR PAY	001-300-400-000	PAYROLL		10.00	68.00	680.00
		PRSL	-1 PRSNL LEAVE	001-300-400-000	PAYROLL		10.00	4.00	40.00
		HOL	-1 HOL PAY	001-300-400-000	PAYROLL		10.00	8.00	80.00
EMPLOYEE TOTAL								80.00	800.00
161	THOMAS, ARCHIE	R	REGULAR PAY	001-300-400-000	PAYROLL		12.44	57.25	712.19
		VAC	-1 VAC PAY	001-300-400-000	PAYROLL		12.44	14.75	183.49
		HOL	-1 HOL PAY	001-300-400-000	PAYROLL		12.44	8.00	99.52
EMPLOYEE TOTAL								80.00	995.20

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 BATCH: ALL BATCHES

PAYROLL BATCH REPORT

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	PAYROLL	TYPE BATCH	RATE	HOURS	AMOUNT
1231	WASHINGTON, THELMA W	R -1	REGULAR PAY	001-300-400-000	PAYROLL		11.00	68.00	748.00
		HOL -1	HOL PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL	11.00	8.00	88.00
								76.00	836.00
1149	ZEUGIN JR, HAROLD B	R -1	REGULAR PAY	001-300-400-000	PAYROLL		13.08	64.00	837.12
		PRSNL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		13.08	8.00	104.64
		HOL -1	HOL PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL	13.08	8.00	104.64
								80.00	1,046.40

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
HOLIDAY PAY	168.00	2,341.07
OVERTIME	2.25	32.96
PERSONAL LEAVE	48.25	709.27
REGULAR PAY	1,098.00	13,881.57
SALARY PAY		2,882.29
SICK PAY	41.25	509.48
VACATION PAY	90.75	1,447.77
** TOTALS **	1,448.50	21,804.41

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
145	BREAUX, CANDICE L	R -1	REGULAR PAY	400-120-400-000	PAYROLL		16.08	71.00	1,141.68
		CT -1	COMP TAKEN	400-120-400-000			16.08	1.00	16.08
		CE -1	COMP EARNED					8.19	0.00
		HOL -1	HOL PAY	400-120-400-000	PAYROLL		16.08	8.00	128.64
					EMPLOYEE TOTAL			88.19	1,286.40
137	STEWART, KATIE L	R -1	REGULAR PAY	400-120-400-000	PAYROLL		16.08	61.50	988.92
		VAC -1	VAC PAY	400-120-400-000	PAYROLL		16.08	6.25	100.50
		PRSL -1	PRSNL LEAVE	400-120-400-000	PAYROLL		16.08	2.50	40.20
		SCK -1	SICK PAY	400-120-400-000	PAYROLL		16.08	1.75	28.14
		HOL -1	HOL PAY	400-120-400-000	PAYROLL		16.08	8.00	128.64
					EMPLOYEE TOTAL			80.00	1,286.40

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
COMP TIME EARNED	8.19	0.00
COMP TIME TAKEN	1.00	16.08
HOLIDAY PAY	16.00	257.28
PERSONAL LEAVE	2.50	40.20
REGULAR PAY	132.50	2,130.60
SICK PAY	1.75	28.14
VACATION PAY	6.25	100.50
** TOTALS **	168.19	2,572.80

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1295	CONWAY, JR, QUENTIN J	R	REGULAR PAY	400-700-400-000	PAYROLL		13.00	80.00	1,040.00
		OT	OVERTIME	400-700-401-000	OVERTIME		19.50	19.75	385.13
		HOL	HOL PAY	400-700-400-000	PAYROLL		13.00	8.00	104.00
					EMPLOYEE TOTAL			107.75	1,529.13
1138	KELLEY JR, CARLTON E	R	REGULAR PAY	400-700-400-000	PAYROLL		15.21	64.50	981.04
		PRSL	PRSNL LEAVE	400-700-400-000	PAYROLL		15.21	8.00	121.68
		HOL	HOL PAY	400-700-400-000	PAYROLL		15.21	8.00	121.68
					EMPLOYEE TOTAL			80.50	1,224.40
1176	ORTIZ, JERALDO	SAL	SAL PAY	400-700-400-000	PAYROLL		24.53	8.00	196.31
		PRSL	PRSNL LEAVE	400-700-400-000	PAYROLL		24.53	8.00	196.31
		HOL	HOL PAY	400-700-400-000	PAYROLL		24.53	16.00	1,963.08
					EMPLOYEE TOTAL			16.00	1,963.08
1178	SAUCIER, HENRI C	R	REGULAR PAY	400-700-400-000	PAYROLL		20.38	62.00	1,263.56
		OT	OVERTIME	400-700-401-000	OVERTIME		30.57	1.00	30.57
		BV	BEREAVEMENT	400-700-400-000	PAYROLL		20.38	16.00	326.08
		HOL	HOL PAY	400-700-400-000	PAYROLL		20.38	8.00	163.04
					EMPLOYEE TOTAL			87.00	1,783.25
1180	SUMMERS, CARL D	R	REGULAR PAY	400-700-400-000	PAYROLL		16.14	62.00	1,000.68
		SCK	SICK PAY	400-700-400-000	PAYROLL		16.14	10.00	161.40
		HOL	HOL PAY	400-700-400-000	PAYROLL		16.14	8.00	129.12
					EMPLOYEE TOTAL			80.00	1,291.20
1175	THOMS, STEPHEN D	R	REGULAR PAY	400-700-400-000	PAYROLL		16.50	76.50	1,262.25
		OT	OVERTIME	400-700-401-000	OVERTIME		24.75	4.25	105.19
		HOL	HOL PAY	400-700-400-000	PAYROLL		16.50	8.00	132.00
					EMPLOYEE TOTAL			88.75	1,499.44

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
BEREAVEMENT PAY	16.00	326.08
HOLIDAY PAY	48.00	846.15
OVERTIME	25.00	520.89
PERSONAL LEAVE	16.00	317.99
REGULAR PAY	345.00	5,547.53
SALARY PAY	10.00	1,570.46
SICK PAY	10.00	161.40
** TOTALS **	460.00	9,290.50

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1074	CAUGHLIN, DUANE P	R -1	REGULAR PAY	450-120-400-000	PAYROLL		16.80	72.00	1,209.60
		HOL -1	HOL PAY	450-120-400-000	PAYROLL		16.80	8.00	134.40
					EMPLOYEE TOTAL			80.00	1,344.00
.210	FORSTALL, STEPHEN P	R -1	REGULAR PAY	450-120-400-000	PAYROLL		13.08	62.50	817.50
					EMPLOYEE TOTAL			62.50	817.50
.310	FORTIN, CHARLES P	SAL -1	SAL PAY	450-120-400-000	PAYROLL		21.63	8.00	1,557.69
		HOL -1	HOL PAY	450-120-400-000	PAYROLL		21.63	8.00	173.08
					EMPLOYEE TOTAL			8.00	1,730.77
285	MOSSEY, JOSHUA M	R -1	REGULAR PAY	450-120-400-000	PAYROLL		14.06	72.00	1,012.32
		HOL -1	HOL PAY	450-120-400-000	PAYROLL		14.06	8.00	112.48
					EMPLOYEE TOTAL			80.00	1,124.80
351	WHITE, DEREK J	R -1	REGULAR PAY	450-120-400-000	PAYROLL		12.50	72.00	900.00
		HOL -1	HOL PAY	450-120-400-000	PAYROLL		12.50	8.00	100.00
					EMPLOYEE TOTAL			80.00	1,000.00

TYPE	HOURS	AMOUNT
HOLIDAY PAY	32.00	519.96
REGULAR PAY	278.50	3,939.42
SALARY PAY		1,557.69
** TOTALS **	310.50	6,017.07

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 BATCH: ALL BATCHES

PAYROLL BATCH REPORT

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REPORT GRAND TOTALS

TYPE	HOURS	AMOUNT
BEREAVEMENT PAY	35.00	709.69
COMP TIME EARNED	12.69	0.00
COMP TIME TAKEN	290.50	5,370.54
HOLIDAY PAY	768.00	11,854.98
MILITARY LEAVE	84.00	1,335.48
OVERTIME	277.75	5,574.71
PERSONAL LEAVE	285.55	4,342.49
REGULAR PAY	6,601.05	92,555.84
SALARY PAY	110.25	25,050.22
SICK PAY	439.37	1,610.68
VACATION PAY	8,904.16	6,740.20
** TOTALS **		155,144.83

*** END OF REPORT ***

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
6206	ALL PHASE ELECTRIC	2/22/2017	LIFT STATION LIGHTS	UTILITY FUND	UTILITY OPERATIONS	\$ 30.60
					TOTAL:	\$ 30.60
6284	ANISSA MCDOWLE	3/7/2017	DEPOSIT REFUND	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	\$ 400.00
					TOTAL:	\$ 400.00
6287	ATMOS ENERGY	2/15/2017	NAT. GAS PURCHASE JAN. 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 24,366.00
6279		3/15/2017	NAT. GAS PURCHASE FEB. 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 18,040.12
					TOTAL:	\$ 42,406.12
6231	B&J PIT STOP	2/8/2017	OIL CHANGE UNIT 875	GENERAL FUND	POLICE	\$ 52.00
6231		2/8/2017	TIRE ROTATION UNI 875	GENERAL FUND	POLICE	\$ 17.00
6230		2/13/2017	OIL CHANGE UNIT FT484	GENERAL FUND	POLICE	\$ 30.00
6230		2/13/2017	TIRE ROTATION UNIT FT484	GENERAL FUND	POLICE	\$ 17.00
6232		2/14/2017	OIL CHANGE UNIT 302	GENERAL FUND	POLICE	\$ 59.95
					TOTAL:	\$ 175.95
6155	BARNEY'S OF GULFPORT	2/20/2017	S/S SHIRTS (2)	GENERAL FUND	POLICE	\$ 77.32
6155		2/20/2017	SEWING PATCH LABOR	GENERAL FUND	POLICE	\$ 6.00
6155		2/20/2017	UNIFORM PANTS (3)	GENERAL FUND	POLICE	\$ 115.98
6155		2/20/2017	HEM PANTS (3)	GENERAL FUND	POLICE	\$ 9.00
6155		2/20/2017	SHIPPING	GENERAL FUND	POLICE	\$ 24.00
					TOTAL:	\$ 232.30
6161	BARNEY'S POLICE SUPPLIES LAFAYETTE	2/23/2017	POLO SHIRTS (2)	GENERAL FUND	POLICE	\$ 71.44
6161		2/23/2017	BADGE EMBROIDERY (2)	GENERAL FUND	POLICE	\$ 19.00
6161		2/23/2017	NAME EMBROIDERY	GENERAL FUND	POLICE	\$ 14.00
6161		2/23/2017	SHIPPING	GENERAL FUND	POLICE	\$ 12.00
					TOTAL:	\$ 116.44
6138	BAY ST LOUIS UTILITIES	2/28/2017	09-3205-00 IRRIGATION SYSTEM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.00
6136		2/28/2017	08-0110-00 COMMAGERE BOOKTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
6135		2/28/2017	07-4260-00 POLICE DEPT.	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
6134		2/28/2017	06-4885-00 MLK PARK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 67.68
6128		2/28/2017	08-0710-00 CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 436.00
6142		2/28/2017	08-0832-00 B&G CLUB BACK BLDG	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.00
6139		2/28/2017	09-0630-01 PARKING GARAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 19.75
6141		2/28/2017	04-2585-00 FIRE STATION #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 62.50
6140		2/28/2017	08-0971-00 CITY PARK BATHROOM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50

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JES OMAH - DS

not on my 3-21-17

Exhibit H
March 21, 2017

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 2 AMOUNT
6137	BAY ST LOUIS UTILITIES continued...	2/28/2017	08-0140-00 SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 136.07
6129		2/28/2017	08-0200-00 SPLASH PAD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
6130		2/28/2017	08-0970-00 1905 CITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
6132		2/28/2017	08-0980-00 CEDAR REST GRAVEYARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.00
6131		2/28/2017	09-0209-00 COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 80.56
6133		2/28/2017	09-0720-00 TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
6127		3/15/2017	09-3842-00 MARINA	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 64.80
			TOTAL:			\$ 1,192.36
6172	BELL ELECTRIC	2/7/2017	FS#1 HEATERS TROUBLESHOOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 170.00
			TOTAL:			\$ 170.00
6151	CARQUEST AUTO PARTS	2/17/2017	OIL FILTER (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.10
6151		2/17/2017	AIR FILTER (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 8.18
6151		2/17/2017	SWAY BAR LINKS (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 27.38
6195		3/6/2017	SFILLER/GLAZE (4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.20
6196		3/6/2017	FITTING (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.16
6196		3/6/2017	HYDRAULIC HOSE (158 FT)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 60.04
6152		2/17/2017	IGNITION SWITCH (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 22.90
6164		2/24/2017	FUEL PUMP TRUCK #20 (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 255.13
6163		3/6/2017	REAR BRAKES PADS (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 15.63
			TOTAL:			\$ 406.72
6274	CHANCELLOR	3/15/2017	SENSOR ATHLETIC COMPLEX (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 61.14
6274		3/15/2017	BREAKER ATHLETIC COMPLEX (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 21.40
			TOTAL:			\$ 82.54
6176	CINTAS UNIFORMS	2/23/2017	PW UNIFORMS_02/23/2017	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 328.48
6160		2/23/2017	HARBOR UNIFORMS_02/23/2017	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 52.37
6234		3/2/2017	HARBOR UNIFORMS_03/02/2017	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 52.37
6233		3/9/2017	HARBOR UNIFORMS_03/09/2017	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 52.37
			TOTAL:			\$ 485.59
6157	CITY OF BAY SAINT LOUIS	2/16/2017	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 50.00
6158		2/16/2017	RESTITUTION REFUND TO NTF	GENERAL FUND	NON-DEPARTMENTAL	\$ 43.00
6282		3/15/2017	TRF UTOP TO SINKING BOND FUND	UTILITY FUND	ADMINISTRATION	\$ 47,834.01
6283		3/15/2017	UTOP TO GF_BUDGETED TRANSFER	UTILITY FUND	ADMINISTRATION	\$ 50,000.00
			TOTAL:			\$ 97,927.01

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 3 AMOUNT
6226	COAST CHLORINATOR	3/1/2017	SERVICE CONTRACT: FEB. 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 600.00
6226		3/1/2017	ACID SIRCONYL	UTILITY FUND	UTILITY OPERATIONS	\$ 54.00
6226		3/1/2017	PHOSPHATE	UTILITY FUND	UTILITY OPERATIONS	\$ 12.50
6226		3/1/2017	SODIUM ARSENITE	UTILITY FUND	UTILITY OPERATIONS	\$ 12.25
6226		3/1/2017	PHOSPHATE REDUCING RGT	UTILITY FUND	UTILITY OPERATIONS	\$ 10.50
6240		3/7/2017	AQUA MAG FOR WELLS	UTILITY FUND	UTILITY OPERATIONS	\$ 875.00
			TOTAL:			\$ 1,564.25
6181	COAST ELECTRIC	2/21/2017	68379-002 SEVENTH ST. PARK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 32.77
6143		2/21/2017	386820-001 BSL LIGHTS #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5,303.62
6143		2/21/2017	386820-027 SECURITY LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,669.41
6143		2/21/2017	386820-028 BSL LIGHTS/PARK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 368.35
6143		2/21/2017	386820-030 BSL LIGHTS #2	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 339.74
6143		2/21/2017	386820-032 BSL LIGHTS #3	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 644.43
6180		2/21/2017	386820-051 FIRE STATION #2	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 898.51
6180		2/21/2017	870474-005 HWY 603/SO RD 560	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 168.95
6148		2/21/2017	870474-006 HWY 603/CUZS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 329.61
6143		3/3/2017	870474-003 HWY 90 & DRINKWATER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 43.48
6143		2/21/2017	386820-004 LS#21 SPANISH ACRE	UTILITY FUND	UTILITY OPERATIONS	\$ 49.44
6143		2/21/2017	386820-010 OVERFLOW PUMP	UTILITY FUND	UTILITY OPERATIONS	\$ 34.96
6143		2/21/2017	386820-019 LS#23 OST	UTILITY FUND	UTILITY OPERATIONS	\$ 378.07
			TOTAL:			\$ 11,261.34
6239	COASTAL HARDWARE	3/7/2017	DRIVELINE ASSY_FORD TRACTOR (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 120.89
			TOTAL:			\$ 120.89
6204	CONTROL SYSTEMS	2/24/2017	BOARD DC-101-D_LIFT STATION COMPUTER BOARDS	UTILITY FUND	UTILITY OPERATIONS	\$ 80.00
6204		2/24/2017	BOARDS DC-101-E	UTILITY FUND	UTILITY OPERATIONS	\$ 160.00
6204		2/24/2017	BOARDS DC-101-F	UTILITY FUND	UTILITY OPERATIONS	\$ 80.00
6204		2/24/2017	PHASE MONITOR 230	UTILITY FUND	UTILITY OPERATIONS	\$ 353.12
6204		2/24/2017	FREIGHT	UTILITY FUND	UTILITY OPERATIONS	\$ 21.94
			TOTAL:			\$ 695.06
6179	CSPIRE	2/14/2017	HARBORMASTER TELEPHONE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 47.91
			TOTAL:			\$ 47.91
6229	DELTA WORLD TIRE	3/8/2017	TIRE PATCH_UNIT 904	GENERAL FUND	POLICE	\$ 19.95
6268		3/13/2017	FORD F-150 TIRES	GENERAL FUND	POLICE	\$ 500.00
6268		3/13/2017	BALANCE & FEES	GENERAL FUND	POLICE	\$ 76.80
			TOTAL:			\$ 596.75

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
6290	DONALD GRAY	2/23/2017	EMERGENCY PURCHASE AT LOWE'S	GENERAL FUND	POLICE	\$ 61.91
					TOTAL:	\$ 61.91
6194	DPS CRIME LAB	3/1/2017	ANALYTICAL FEES	GENERAL FUND	POLICE	\$ 240.00
					TOTAL:	\$ 240.00
6207	FASTENAL	2/13/2017	SAFETY CONES (4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 42.22
6208		2/13/2017	SCREW (100/BOX)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 24.80
6208		2/13/2017	DRILL BIT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 8.70
6210		2/28/2017	GLOVES (12)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 37.03
6209		2/22/2017	BLUE M811 MARKING (48)	UTILITY FUND	UTILITY OPERATIONS	\$ 118.56
6209		2/22/2017	WHITE M811 MARKING (48)	UTILITY FUND	UTILITY OPERATIONS	\$ 118.56
6209		2/22/2017	YELLOW M811 MARKING (48)	UTILITY FUND	UTILITY OPERATIONS	\$ 118.56
6209		2/22/2017	GREEN M811 MARKING (24)	UTILITY FUND	UTILITY OPERATIONS	\$ 59.28
					TOTAL:	\$ 527.71
6190	FERRARA FIRE APPARATUS	2/15/2017	PUMP PACKING_LADDER TRUCK	GENERAL FUND	FIRE	\$ 185.00
6190		2/15/2017	PUMP TEST_LADDER TRUCK	GENERAL FUND	FIRE	\$ 500.00
6190		2/15/2017	LABOR	GENERAL FUND	FIRE	\$ 1,840.00
					TOTAL:	\$ 2,525.00
6120	FUELMAN	2/20/2017	FUELMAN #7873	GENERAL FUND	POLICE	\$ 1,473.37
6125		2/27/2017	FUELMAN#9527	GENERAL FUND	POLICE	\$ 1,170.88
6126		3/6/2017	FUELMAN #3052	GENERAL FUND	POLICE	\$ 1,269.50
6267		3/13/2017	FUELMAN #9733	GENERAL FUND	POLICE	\$ 991.03
					TOTAL:	\$ 4,904.78
6288	GULFSOUTH PIPELINE	2/9/2017	GULFSOUTH PIPELINE JAN. 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 7,605.08
6280		3/9/2017	GULFSOUTH PIPELINE FEB. 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 5,642.48
					TOTAL:	\$ 13,247.56
6276	HANCOCK COUNTY SHERIFF'S DEPARTMENT	2/2/2017	HOUSING INMATES JAN. 2017	GENERAL FUND	JUDICIAL	\$ 4,200.00
					TOTAL:	\$ 4,200.00
6219	HANCOCK MEDICAL CENTER	3/6/2017	POST INJURY DRUG SCREENING	GENERAL FUND	POLICE	\$ 40.00
					TOTAL:	\$ 40.00
6198	HC SOLID WASTE AUTHORITY	3/2/2017	GARBAGE_OLD TOWN COMM CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 64.27
6197		3/2/2017	RESID. SOLID WASTE FEB. 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 36,587.58
					TOTAL:	\$ 36,651.85

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 5 AMOUNT
6177	HC TOURISM DEVELOPMENT BUREAU	3/1/2017	MONTHLY SUPPORT MARCH 2017	GENERAL FUND	ADMINISTRATION TOTAL:	\$ 1,875.00 \$ 1,875.00
6178	HC UTILITY AUTHORITY	2/28/2017	ADMIN FEE & DEBT SERVICE	UTILITY FUND	UTILITY OPERATIONS TOTAL:	\$ 80,987.45 \$ 80,987.45
6201	HC WATER & SEWER DISTRICT	2/28/2017	109906 WASHINGTON/CHAPMAN	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 51.00
6202		2/28/2017	FS#2 HWY 603 WATER & SEWER	GENERAL FUND	STREETS & PUBLIC WORKS TOTAL:	\$ 75.00 \$ 126.00
6193	HOWARD SMITH EQUIPMENT SERVICE, INC.	3/6/2017	VALVE_ENGINE #4 (1)	GENERAL FUND	FIRE TOTAL:	\$ 113.89 \$ 113.89
6119	HUBBARDS HARDWARE	2/2/2017	WATERHEATER THERMOSTAT (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 8.39
6119		2/2/2017	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.84)
6173		2/14/2017	PORCELAIN LIGHT FIXTURE (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 11.02
6173		2/14/2017	WHEEL (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 29.99
6173		2/14/2017	25' TAPE (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 18.69
6173		2/14/2017	BOLTS NUTS WASHER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4.19
6173		2/14/2017	BOLTS NUTS WASHERS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.92
6173		2/14/2017	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (9.20)
6174		2/14/2017	WHEEL (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 29.99
6174		2/14/2017	BATTERIES (1 PK)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.65
6174		2/14/2017	MARKING FLAGS (1 PK)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.59
6174		2/14/2017	BROOM (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 11.99
6174		2/14/2017	LAMP HOLDER (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4.38
6174		2/14/2017	SPLIT BOLT CONNECTOR (5)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 29.25
6174		2/14/2017	ROLLS EMERY CLOTHS (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.98
6174		2/14/2017	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (10.28)
6173		2/14/2017	VALVE BOX (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 15.39
6173		2/14/2017	TEE (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 0.96
6173		2/14/2017	BUSHING (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 0.94
6173		2/14/2017	POLY BARBED FITTING (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 1.49
6173		2/14/2017	1" COUPLING PVC (2)	UTILITY FUND	UTILITY OPERATIONS TOTAL:	\$ 1.36 \$ 182.85
6182	JONES WALKER LLP	2/20/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION TOTAL:	\$ 60.00 \$ 60.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
6232	KANSAS STATE BANK	3/2/2017	(11)DODGE POLICE CHARGERS	DEBT SERVICE FUND	DEBT SERVICE	\$ 27,175.66
					TOTAL:	\$ 27,175.66
6236	LAND & SEA	3/7/2017	ANTIFOULING PAINT	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 219.64
6236		3/7/2017	PRIMER LADDERS	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 30.96
6236		3/7/2017	FUEL SURCHARGE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 1.50
6238		3/7/2017	PUMPOUT ADAPTER	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 26.80
6238		3/7/2017	PUMPOUT ADAPTER	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 26.80
					TOTAL:	\$ 305.70
6170	LONNIE'S LOCKSMITH	3/3/2017	DUPLICATE KEYS (MERCURY MOUNTAINEER)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 100.00
					TOTAL:	\$ 100.00
6117	LOWE'S	2/17/2017	DRILL BIT SET (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 28.49
6203		3/8/2017	PAINT BRUSHES (6)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 5.58
6203		3/8/2017	PAINT TRAY (6)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 10.20
6203		3/8/2017	PEDESTAL BULBS (2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 15.16
6203		3/8/2017	DECK LT BULBS YELLOW (5)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 33.15
6203		3/8/2017	AAA BATTERIES (1PK)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 10.90
6203		3/8/2017	DONATION	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 5.00
6203		3/8/2017	BLEACH (2 GAL)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 7.58
6277		3/16/2017	AMDR0 (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 11.38
6277		3/16/2017	ROLLER COVERS (3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 17.04
6277		3/16/2017	HOSE BIB (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 5.30
6277		3/16/2017	ACETONE (1 QT)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 7.21
6277		3/16/2017	BLACK PAINT (3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 15.90
6277		3/16/2017	BULBS DECK LT (6)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 39.78
6277		3/16/2017	AA BATTERIES (1 PK)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 6.34
6203		3/16/2017	VOID DONATION	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ (5.00)
					TOTAL:	\$ 214.01
6214	LYLE MACHINERY	2/20/2017	FAN_BOBCAT (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 291.94
6214		2/20/2017	FREIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 48.97
					TOTAL:	\$ 340.91
6171	MAIN STREET MACHINE	2/27/2017	WELD BOB CAT BUCKET	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 225.00
					TOTAL:	\$ 225.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 7 AMOUNT
6144	MISSISSIPPI POWER	3/2/2017	06084-17009 FIRE STATION #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,193.95
6144		3/2/2017	20735-99025 PARKING GARAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 349.26
6144		3/2/2017	21512-44005 COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,999.43
6144		3/2/2017	30517-12007 CITY PARK BATH	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 45.08
6144		3/2/2017	33911-46001 SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 595.89
6144		3/2/2017	54271-48002 TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 578.41
6144		3/2/2017	04055-18078 SPLASH PAD RESTROOM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 40.58
6144		3/2/2017	05889-10169 HISTORICAL BLDG	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 369.61
6147		3/2/2017	03549-31061 OLD TOWN COMM. CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 527.48
6146		2/24/2017	06472-91030 DUNBAR PAVILLION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 42.67
			29014-26053 MARINA	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 3,367.19
					TOTAL:	\$ 9,109.55
6286	MS STATE TREASURER - COURT	3/1/2017	COURT REMITTANCE - OM	GENERAL FUND	NON-DEPARTMENTAL	\$ 1,262.00
6286		3/1/2017	COURT REMITTANCE - TV	GENERAL FUND	NON-DEPARTMENTAL	\$ 10,189.00
6286		3/1/2017	COURT REMITTANCE - ABF	GENERAL FUND	NON-DEPARTMENTAL	\$ 120.00
6286		3/1/2017	COURT REMITTANCE - CC	GENERAL FUND	NON-DEPARTMENTAL	\$ 65.50
6286		3/1/2017	COURT REMITTANCE - IC	GENERAL FUND	NON-DEPARTMENTAL	\$ 175.50
6286		3/1/2017	COURT REMITTANCE - MVL	GENERAL FUND	NON-DEPARTMENTAL	\$ 1,863.00
6286		3/1/2017	COURT REMITTANCE - TT	GENERAL FUND	NON-DEPARTMENTAL	\$ 999.00
6286		3/1/2017	COURT REMITTANCE - VBF	GENERAL FUND	NON-DEPARTMENTAL	\$ 60.00
6286		3/1/2017	COURT REMITTANCE - ADT	GENERAL FUND	NON-DEPARTMENTAL	\$ 50.00
					TOTAL:	\$ 14,784.00
6145	MUNICIPAL CODE CORPORATION	2/28/2017	PROOF FEE_CODE OF ORDINANCES	GENERAL FUND	ADMINISTRATION	\$ 5,400.00
					TOTAL:	\$ 5,400.00
6167	NAPA AUTO PARTS	2/23/2017	BATTERY (1)	GENERAL FUND	FIRE	\$ 51.97
6149		2/17/2017	HYD HOSE FITTING (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 114.24
6149		2/17/2017	HOSE 1 1/4 (17)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 256.70
6150		2/17/2017	BRAKES PAD FRONT (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 23.99
6150		2/17/2017	DISC BRAKES ROTOR (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 77.52
6166		3/6/2017	SERPENTINE BELT (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 66.40
6165		3/6/2017	FHP POWERATED BELT (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.67
6242		3/8/2017	COOLANT (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.70
6242		3/8/2017	AIR CHUCK (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.33
6242		3/8/2017	HOSE ADAPTER (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.30
6241		3/8/2017	AIR CHUCK (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 15.36
6241		3/8/2017	A/C CORE (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 88.74
6241		3/8/2017	HEATER CORE (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 71.28

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
6241	NAPA AUTO PARTS continued...	3/8/2017	FREON (4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 25.56
6241		3/8/2017	DEXCOOL (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 11.15
6243		3/9/2017	DEXTER TRAILOR (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 15.48
6244		3/10/2017	LATCH AND CABLES	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 92.15
			TOTAL:			\$ 960.54
6187	ORKIN PEST CONTROL	2/24/2017	COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 102.90
6188		2/24/2017	SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 91.62
			TOTAL:			\$ 194.52
6205	PORTABLES SERVICES, INC.	2/17/2017	PORTALETS PARADE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 510.00
			TOTAL:			\$ 510.00
6270	QUALIFICATION TARGETS, INC.	3/9/2017	B-27 SILHOUETTE	GENERAL FUND	POLICE	\$ 149.00
6270		3/9/2017	IALEFI-QR PHOTO	GENERAL FUND	POLICE	\$ 58.00
6270		3/9/2017	B-27R-PH PHOTO	GENERAL FUND	POLICE	\$ 104.00
6270		3/9/2017	SHIPPING & HANDLING	GENERAL FUND	POLICE	\$ 171.25
			TOTAL:			\$ 482.25
6121	R.L. "ED" EDWARDS, ATTORNEY & COUNSELOR	2/23/2017	PROSECUTION FEBRUARY 2017	GENERAL FUND	JUDICIAL	\$ 1,000.00
			TOTAL:			\$ 1,000.00
6225	RJ YOUNG COMPANY	3/1/2017	P.W. COPIER OVERAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 562.13
			TOTAL:			\$ 562.13
6245	S&L OFFICE SUPPLIES, INC	3/13/2017	LETTER CARD STOCK (1 REAM)	GENERAL FUND	ADMINISTRATION	\$ 32.50
6245		3/13/2017	LEGAL CARD STOCK (1 REAM)	GENERAL FUND	ADMINISTRATION	\$ 65.00
6245		3/13/2017	PAYROLL ENVELOPES (2 BOXES)	GENERAL FUND	ADMINISTRATION	\$ 85.98
6245		3/13/2017	COPY PAPER (3)	GENERAL FUND	ADMINISTRATION	\$ 104.67
6159		2/23/2017	POST CARDS (200)	GENERAL FUND	BUILDING DEPARTMENT	\$ 64.17
6159		2/23/2017	LABELS (1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 28.29
6159		2/23/2017	LAMINATING SHEETS	GENERAL FUND	BUILDING DEPARTMENT	\$ 47.98
6159		2/23/2017	PRESSBOARD	GENERAL FUND	BUILDING DEPARTMENT	\$ 56.59
6159		2/23/2017	SPARCO FASTENERS	GENERAL FUND	BUILDING DEPARTMENT	\$ 7.49
6159		2/23/2017	HP312X BLK TONER	GENERAL FUND	BUILDING DEPARTMENT	\$ 79.00
6269		3/13/2017	OFFICER CASE CARDS (5,000)	GENERAL FUND	POLICE	\$ 120.00
6168		2/21/2017	APPT BOOK OLD TOWN COMM CENTER (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 14.49
6169		3/6/2017	TONER CITY YARD (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 45.00
6237		3/9/2017	PARKING PASSES (209)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 305.80
			TOTAL:			\$ 1,056.96

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	PAGE 9
6278	SEA COAST ECHO	3/11/2017	P&Z LEGAL AD	GENERAL FUND	BUILDING DEPARTMENT	\$ 138.72	
			TOTAL:			\$ 138.72	
6220	SENTRYNET	3/1/2017	MONITORING_BAY OAKS LS	UTILITY FUND	UTILITY OPERATIONS	\$ 18.00	
6221		3/1/2017	MONITORING_BALEY LUMBER LS	UTILITY FUND	UTILITY OPERATIONS	\$ 18.00	
6222		3/1/2017	MONITORING_DUNBAR LS	UTILITY FUND	UTILITY OPERATIONS	\$ 18.00	
6223		3/1/2017	MONITORING_HOLLYWOOD LS	UTILITY FUND	UTILITY OPERATIONS	\$ 18.00	
6224		3/1/2017	MONITORING_RUELLA LS	UTILITY FUND	UTILITY OPERATIONS	\$ 18.00	
			TOTAL:			\$ 90.00	
6285	SHIRLEY JAMES TILLMAN	3/3/2017	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 50.00	
			TOTAL:			\$ 50.00	
6123	SOUTH MISSISSIPPI BUSINESS MACHINES	2/27/2017	BASE RATE	GENERAL FUND	CITY COUNCIL	\$ 139.98	
6123		2/27/2017	MONTHLY LEASE	GENERAL FUND	CITY COUNCIL	\$ 202.02	
			TOTAL:			\$ 342.00	
6154	SOUTHERN PIPE & SUPPLY	2/10/2017	FLUSH VALVE KIT (6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 192.00	
6153		2/10/2017	PVC PIPE (140 FT)	UTILITY FUND	UTILITY OPERATIONS	\$ 278.60	
			TOTAL:			\$ 470.60	
6124	SOUTHERN ADMINISTRATORS	2/27/2017	CAFETERIA PLAN	GENERAL FUND	ADMINISTRATION	\$ 234.50	
			TOTAL:			\$ 234.50	
6215	SOUTHERN TIRE MART, LLC	2/24/2017	FUEL SURCHARGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 15.00	
6215		2/24/2017	TIRE 14R 22.5	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 309.39	
6215		2/24/2017	TIRE CHANGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 30.00	
6215		2/24/2017	SERVICE CALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 45.00	
6215		2/24/2017	WASTE TIRE FEE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.00	
6215		2/24/2017	VALVE STEM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.95	
6216		2/27/2017	FUEL SURCHARGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 15.00	
6216		2/27/2017	TIRE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 193.36	
6216		2/27/2017	MOUNT / DISMOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 30.00	
6216		2/27/2017	SERVICE CALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 45.00	
6216		2/27/2017	TIRE DISPOSAL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.00	
6216		2/27/2017	VALVE STEM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.00	
			TOTAL:			\$ 704.70	

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 10 AMOUNT
6272	STATE FIRE ACADEMY	3/8/2017	FIRE SERVICE INSTRUCTOR	GENERAL FUND	FIRE	\$ 700.00
6272		3/8/2017	2NDEDITION TEXTBOOK	GENERAL FUND	FIRE	\$ 356.00
6272		3/8/2017	SHIPPING	GENERAL FUND	FIRE	\$ 12.40
			TOTAL:			\$ 1,068.40
6271	SUN COAST CLAYS BUSINESS SUPPLY	3/15/2017	TOILET PAPER (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 39.95
6271		3/15/2017	LG GARBAGE BAGS (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 69.98
6235		3/8/2017	BATH TISSUE (2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 55.96
6235		3/8/2017	GARBAGE LINERS (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 34.99
6235		3/8/2017	HAND TOWELS (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 24.89
			TOTAL:			\$ 225.77
6156	TAMMY ESTRELLA/CARLITO'S WAY BAIL BOND	2/14/2017	CASH BOND REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 1,000.00
			TOTAL:			\$ 1,000.00
6175	TAPPER SECURITY, INC.	3/1/2017	WATER WELL MONITORING	UTILITY FUND	UTILITY OPERATIONS	\$ 22.50
			TOTAL:			\$ 22.50
6200	TIMOTHY A. KELLAR, HANCOCK CO CHANCERY	3/1/2017	TAX SALE REDEMPTIONS_FEB. 2017	GENERAL FUND	ADMINISTRATION	\$ 570.00
			TOTAL:			\$ 570.00
6183	TYLER WORKS/TYLER TECHNOLOGIES	3/1/2017	ANNUAL MAINTENANCE	GENERAL FUND	ADMINISTRATION	\$ 17,108.91
6183		3/1/2017	ANNUAL MAINTENANCE	GENERAL FUND	BUILDING DEPARTMENT	\$ 773.92
			TOTAL:			\$ 17,882.83
6199	UNIVERSAL TELCOM, LLC	3/1/2017	UNIVERSAL TELCOM, LLC	GENERAL FUND	ADMINISTRATION	\$ 3,817.10
6199		3/1/2017	UNIVERSAL TELCOM, LLC	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 60.98
			TOTAL:			\$ 3,878.08
6289	UTILITY MANAGEMENT	2/15/2017	UTILITY MANAGEMENT_JAN. 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 700.00
6281		3/16/2017	UTILITY MANAGEMENT_FEB. 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 700.00
			TOTAL:			\$ 1,400.00
6192	VACUUM TRUCK SALES AND SERVICE, LLC	2/13/2017	WARTHOG PULLER	UTILITY FUND	UTILITY OPERATIONS	\$ 1,375.00
		2/13/2017	FREIGHT	UTILITY FUND	UTILITY OPERATIONS	\$ 16.71
			TOTAL:			\$ 1,391.71
6275	VISA	3/7/2017	WIX.COM	GENERAL FUND	ADMINISTRATION	\$ 4.99
6275		3/7/2017	FINANCE CHARGE	GENERAL FUND	ADMINISTRATION	\$ 5.25

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 11 AMOUNT
6275	VISA continued...	3/7/2017	AIRFARE M.STRONG FDIC CONFERENCE	GENERAL FUND	FIRE	\$ 305.88
			TOTAL:			\$ 316.12
6189	WARING OIL	2/15/2017	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,389.23
6228		2/20/2017	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,449.57
6227		2/28/2017	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,227.25
6122		2/16/2017	HARBOR GASOLINE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 4,748.16
			TOTAL:			\$ 8,814.21
6273	WARREN PAVING INC	3/14/2017	PAVING PHASE 2	2016 R&B CONSTRUCT	STREETS & PUBLIC WORKS	\$ 882,044.97
			TOTAL:			\$ 882,044.97
6184	WASTE MANAGEMENT -MISS, INC	2/22/2017	CITY YARD DUMPSTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 245.60
6185		2/22/2017	DUMPSTER SERVICE COMM. HALL	UTILITY FUND	UTILITY OPERATIONS	\$ 448.84
6186		2/22/2017	HARBOR DUMPSTER	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 278.99
			TOTAL:			\$ 973.43
6211	WASTE PRO (FORMERLY DELTA SANITATION)	2/28/2017	CITY YARD DUMPSTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 630.25
			TOTAL:			\$ 630.25
6191	WELLS FARGO EQUIPMENT FINANCE	2/27/2017	2016 FERRARA PUMPER	DEBT SERVICE FUND	DEBT SERVICE	\$ 55,705.92
			TOTAL:			\$ 55,705.92
6217	WESCO	2/17/2017	LED BULBS (100)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,275.00
6218		2/17/2017	WIRE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 29.58
			TOTAL:			\$ 1,304.58
6246	WISE CARTER CHILD & CARAWAY, P.A.	3/6/2017	CREDIT 188180	GENERAL FUND	ADMINISTRATION	\$ (255.00)
6247		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 30.00
6248		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 240.00
6249		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 90.00
6250		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 120.00
6251		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 15.00
6252		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 15.00
6253		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 15.00
6254		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 195.00
6255		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 83.08
6256		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 15.00
6257		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 945.00
6258		3/6/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 255.00

Lisa Tilley

From: Dana Feuerstein
Sent: Monday, March 20, 2017 12:40 PM
To: Lisa Tilley
Cc: Linda Garcia
Subject: DOCKET
Attachments: 03.21.2017_16-040.xls

Importance: High

Ok docket is attached - the Fund 330 2016 R&B Construction Fund amount changed. Please make council aware that Warren Paving invoice decreased from \$1,194,372.76 to \$882,044.97.

Thanks,

Dana Feuerstein
Deputy Municipal Clerk / Finance Administrator
688 Hwy 90
Bay St. Louis, MS 39520
Office: (228) 466-5451

RECEIVED
MAR 20 2017

BY: *let email*
mtg 3-21-17



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BSL PHASE 2
DRAINAGE CONTRACT
4.6.17

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

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

Prepared by



RECEIVED
APR 06 2017
BY: Jet hand del-
J.C.
mtg 3-21-17

Issued and Published Jointly by



Exhibit "I"
March 21, 2017

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INTRODUCTION

This Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts ("Instructions to Bidders") (EJCDC® C-200, 2013 Edition); the Suggested Bid Form for Construction Contracts ("Bid Form") (EJCDC® C 410, 2013 Edition); and the Standard General Conditions of the Construction Contract ("General Conditions") (EJCDC® C-700, 2013 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition), and the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

In construction contracting, as a general matter the "agreement" is the legal instrument executed (signed) by the project owner and the construction contractor, binding the parties to the terms of the contract. See CSI Project Delivery Practice Guide (2011), Section 11.1.2, p. 210, and CSI Construction Specification Practice Guide (2011), Section 5.1, p. 75. This EJCDC Agreement form serves that basic function, by identifying the parties and Contract Documents, and establishing the Contract Price and Contract Times. This Agreement form is specifically intended for stipulated price (fixed price) contracts—that is, contracts in which Owner and Contractor identify specific lump sums and unit prices as Contractor's compensation for performing the Work. For construction contracts in which the Contract Price is primarily based on costs incurred during construction, users should select EJCDC® C-525, Agreement between Owner and Contractor for Construction Contract (Cost-Plus).

This Agreement form is drafted to be flexible enough to be used on projects that are competitively bid, and for public and private contracts that are negotiated or awarded through a proposal process or otherwise. On competitively bid projects, the following documentary information would typically be made available to bidders:

- Bidding Requirements, which include the Advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders, and Bid Form supplements (if any) such as Bid Bond and Qualifications Statement.
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.
- Documents referred to in the Supplementary Conditions or elsewhere as being of interest to bidders for reference purposes, but which are not Contract Documents.

Together, the Bidding Requirements and the Contract Documents are referred to as the Bidding Documents. (The terms "Bidding Documents," "Bidding Requirements," and "Contract Documents" are defined in Article 1 of the General Conditions.) The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter. Many contracts are awarded without even going through a bidding process, and thus have no Bidding Requirements, illustrating that the bidding items are typically superfluous to the formation of a binding and comprehensive construction contract. In some cases, however, a bid or proposal will contain numerous line items and their prices; in such case the actual bid or proposal document may be attached as an exhibit to the Agreement to avoid extensive rekeying.

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Suggested provisions are accompanied by "Notes to User" and bracketed notes and prompts to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms, and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition), available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

CSI MasterFormat™ (50-Division format) designates Document "00 52 XX" for various forms of the owner-contractor agreement. If this format is used, the first page of the Agreement would be numbered 00 52 13-1 (or other appropriate third pair of numbers, in accordance with MasterFormat™).

Instructions and restrictions regarding the use of this document are set out in the License Agreement that accompanied the document at the time of purchase. To prepare the Agreement for inclusion in a Project Manual or for use in a specific contractual engagement, (1) remove the cover pages and this Introduction, (2) fill in Project-specific information and make revisions to the Agreement, following the guidance in the Notes to Users and bracketed notes and prompts, and the advice of legal counsel, and (3) delete the Notes to Users and bracketed notes and prompts.

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)
BSL CAPITAL IMPROVEMENTS DRAINAGE PHASE 2**

THIS AGREEMENT is by and between City of Bay St. Louis, MS ("Owner") and
Morreale Construction LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: ditch excavation, culvert placement, paving and clearing.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: BSL Capital Improvements Drainage Project Phase 2

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by James J. Chiniche, P.A., Inc.

3.02 The Owner has retained James J. Chiniche, P.A., Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 60 work days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 80 work days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

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actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
- B. Total Bid \$181,930.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment. Owner will consider the invoices pursuant to its docket schedule, which will be made available to Contractor. Owner will not be responsible for failure of Contractor to comply with that docket schedule. Approved invoices will be paid within thirty days of approval. If there is any dispute over an invoice, Owner will provide notice to Contractor of the dispute within ten (10) days of Owner's consideration of the invoice. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, the retainage will be reduced to 2.5 % .
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the statutory rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

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- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11 inclusive).
 - 2. Performance bond (pages to inclusive).
 - 3. Payment bond (pages to inclusive).
 - 4. General Conditions (pages 1 to 73 inclusive).
 - 5. Supplementary Conditions (pages 1 to 9 inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: City of Bay St. Louis Capital Improvements Drainage Phase 2 Project
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 10, inclusive).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

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- c. Change Orders.
- d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

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Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

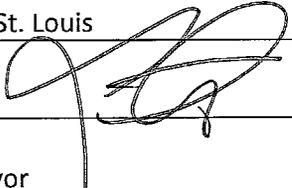
This Agreement will be effective on March 22, 2017 (which is the Effective Date of the Contract).

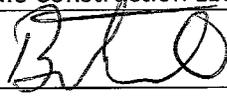
OWNER:

CONTRACTOR:

City of Bay St. Louis

Morreale Construction LLC

By: 

By: 

Title: Mayor

Title: owner

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

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

Attest: Mary A Burch

Attest: Christie Morreale

Title: Secretary

Title: Secretary

Address for giving notices:

Address for giving notices:

688 Hwy 90

723 Faith St.

Bay St. Louis, MS 39520

Waveland, MS 39576

License No.: 16121-MC

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

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared by



Issued and Published Jointly by



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These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and

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equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

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

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3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items

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resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer

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any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give

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written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.
- 4.05 *Delays in Contractor's Progress*
- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 - B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
 - C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
 - D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
 - E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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- becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in

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- question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the

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Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

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3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to

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industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* 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.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

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- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

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4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such

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property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

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6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

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

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incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional

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data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

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- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

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- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

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- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

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

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negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

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

7.12 *Safety and Protection*

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

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1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- 7.13 *Safety Representative*
- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

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7.14 Hazard Communication Programs

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

7.15 Emergencies

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

7.16 Shop Drawings, Samples, and Other Submittals

A. Shop Drawing and Sample Submittal Requirements:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. Shop Drawings:

- a. Contractor shall submit the number of copies required in the Specifications.

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- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

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7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;

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7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents,

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

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other

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work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable

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direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

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- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

- 10.01 *Owner's Representative*
- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.
- 10.02 *Visits to Site*
- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or

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quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

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10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3)

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other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

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- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

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11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

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11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

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

ARTICLE 12 – CLAIMS

12.01 Claims

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

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

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

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

13.01 *Cost of the Work*

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

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on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

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

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- c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable,

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including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

13.03 Unit Price Work

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

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recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

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

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2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

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14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of

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Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

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

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appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

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- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
- a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

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3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

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

15.06 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner

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against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be

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defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

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2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

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2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or

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3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

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18.08 *Headings*

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

00600 Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to 2 printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-3.03 *Reporting and Resolving Discrepancies*

SC-3.03 Add the following to Paragraphs 3.03 B

- C. The information included in the contract, plans, specifications, etc. are presumed to complimentary and necessary for a complete project. To assist in resolving discrepancies between any of the documents, these documents shall be given the following order or precedence: Contract, Supplemental Agreement, Change Order, Addenda, Supplementary General Conditions, Plans, Specifications, General Conditions. Scaled dimensions shall be governed by figured dimensions. All material and testing standards shall be governed by the latest edition of each standard as commonly accepted industry wide standards. In any case, the more stringent requirement shall govern. Large scale drawings shall govern over small scale drawing reproductions.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to

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existing surface or subsurface structures at the Site, are known to Owner.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-4.07 *Site Investigation*

SC-4.07 Add the following new paragraph:

- A. It shall be the contractor's responsibility to familiarize himself with the location and existing conditions of the project site. Contractor shall take into account these conditions when planning their work and shall include all necessary costs for transportation, disposal, equipment rental, etc. in the bid. Contractor shall also consider and take into account ground water conditions and other sub surface conditions (estimating, scheduling and performing the work) and shall include the necessary costs for working in these conditions in the bid.

SC-5.04 *Contractor's Liability Insurance*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

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

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$1,000,000

d. Waiver of Subrogation in favor of the Owner, James J. Chiniche P.A. Inc., its employees and all sub-consultants.

00600 Supplementary Conditions

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include Comprehensive General Liability Insurance with limits of \$1,000,000 per occurrence for bodily injury and property damage with \$2,000,000 aggregate.
3. Contractor's Protective Liability, covering liability for work sub-let.
4. Contractual Liability, as required per the General Conditions.
5. Coverage of damage due to collapse of our structure injury to any building or structure due to excavation, tunneling, pile driving, cofferdam or caisson work or dredging; to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support there of; to blasting or explosions; or to wires, conduits, pipes, mains, sewers, tanks, tunnels, or any other property below the surface of the ground.
6. Broad form property damage coverage, by endorsement to Comprehensive General Liability.
7. Products and Completed Operations Coverage, as required per the General Conditions, with limits of liability not less than \$1,000,000 and an aggregate limit of \$2,000,000.
8. Waiver of Subrogation in favor of the Owner, James J. Chiniche P.A. Inc., its employees and all sub-consultants.
9. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Comprehensive Automotive Liability Insurance, with limits of \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall include any motor vehicle, whether owned, or non-owned.
10. Additional insureds shall be Owner and James J. Chiniche, P.A. Inc. employees and sub consultants.

SC-5.06 *Property Insurance*

SC-5.06 Delete Paragraph 5.06.B and replace with the following:

- B. Owner will not purchase and maintain property insurance. The risk of loss will be borne by the Contractor or sub-contractors. If

00600 Supplementary Conditions

contractor or sub-contractor wishes property insurance coverage, it may be purchased and maintained at the purchaser's expense.

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-7.17 Add the following new paragraph immediately after Paragraph 9.17.D:

E. Unless additional warranties required in the specifications, the Contractor shall guarantee all Work for a period of One Year following the Date of Substantial Completion.

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values

00600 Supplementary Conditions

prepared by Contractor and consult with Engineer concerning acceptability.

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in

00600 Supplementary Conditions

general proceeding in accordance with the Contract Documents.

- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. *Inspections, Tests, and System Startups:*

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. *Records:*

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

10. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

00600 Supplementary Conditions

- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
 - 11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 - 12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 - 13. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- C. The RPR shall not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

00600 Supplementary Conditions

- 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.**
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.**
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.**
- 8. Authorize Owner to occupy the Project in whole or in part.**

SC-15.01 Delete Paragraph 15.01.D in its entirety and insert the following in its place:

D. Payment Becomes Due

- 1. Ten days after approval of the Application for Payment by OWNER with Engineer's recommendation, the amount recommended will become due and when due will be paid by Owner to Contractor. IF Contractor is not paid within forty-five (45) calendar days from the day the payments were due and payable, then said payments shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.**

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

- C. OWNER has not agreed to binding arbitration as a method and procedure for resolving disputes between OWNER and Contractor. Owner and contractor may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.**



23 FAITH STREET
VELAND, MS 39576

16121-mc

City of Bay St. Louis
Capital Improvement Projects
Drainage Phase 2

RECEIVED

MAR 14 2017

BY: 9:34 am Jct

00700 BID PROPOSAL

BID SCHEDULE

TO: CITY OF BAY ST. LOUIS

Owner

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

PAY ITEM	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
BASE BID					
01500 A	Mobilization	1	LS	30,000 ⁰⁰	30,000 ⁰⁰
02500 A	Asphalt Surface Course	250	Ton	130 ⁰⁰	32,500 ⁰⁰
02700 A	Earthen Ditch Excavation	200	LF	20 ⁰⁰	4,000 ⁰⁰
02700 B	15" HDPE Culvert	40	LF	21 ⁰⁰	840 ⁰⁰
02700 C	Placement of 48" RCP	45	LF	222 ⁰⁰	9,990 ⁰⁰
02700 D	Demo Existing Concrete	5	CY	200 ⁰⁰	1,000 ⁰⁰
02700 E	Demo Exist. Culverts (All Types And Sizes)	100	LF	15 ⁰⁰	1,500 ⁰⁰
02700 F	Removal of Debris/Rubble	75	CY	20 ⁰⁰	1,500 ⁰⁰
02700 G	Installation of LDPPL	1	LS	56,000 ⁰⁰	56,000 ⁰⁰
02700 H	Placement of Concrete Headwall	5	CY	980 ⁰⁰	4,900 ⁰⁰
02700 I	Placement of Topsoil	200	CY	25 ⁰⁰	5,000 ⁰⁰
02700 J	Placement of Borrow Material	400	CY	12.00	4,800 ⁰⁰
02700 K	Installation of Concrete Box Culvert	1	LS	29,900 ⁰⁰	29,900 ⁰⁰

Total Base Bid \$ 181,930.00

00700 BID PROPOSAL

CONTRACTOR

By: B. J. [Signature]

Title: Owner

ADDRESS: Morreale Construction LLC
723 Faith St.
Waveland, MS 39576

CERTIFICATE OF
RESPONSIBILITY

NUMBER: 16121

END OF SECTION

00225 NON COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

Attest: Brent Morreale

Business Address 723 Faith St., Waveland, ms 39576
Phone No. 228-493-4878

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF

I, Brent Morreale
(name of person signing affidavit)

individually, and in my capacity as Owner
(title)

of Morreale Construction LLC
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That Morreale Construction LLC, Bidder on the
Capital Improvement Projects Drainage Phase 2 for

the City of Bay St. Louis, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

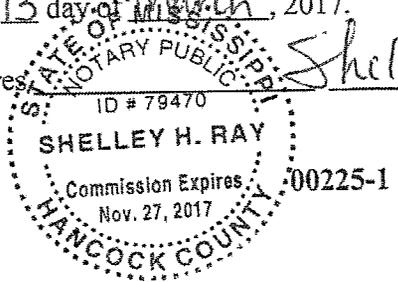
(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies;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

Signature [Signature]

Title Owner

(SEAL)
Sworn before me this 13 day of March, 2017.

My commission expires Shelley H. Ray Notary Public



00225 NON COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

Attest: Brent Morreale

Business Address 723 Faith St., Waveland, MS 39576
Phone No. _____

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF

I, Brent Morreale
(name of person signing affidavit)

individually, and in my capacity as owner
(title)

of Morreale Construction LLC - S Corp.
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That Morreale Construction, Bidder on the
Capital Improvement Projects Phase 2 for

the City of Bay St. Louis, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature [Handwritten Signature]

Title Owner

(SEAL)

Sworn before me this 13 day of March, 2017.

My commission expires _____ Shelley H. Ray Notary Public



00225-1

00800 BID BOND

BID BOND

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

BIDDER (Name and Address):

Morreale Construction, LLC
723 Faith Street
Waveland, Mississippi 39576

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183-6014

OWNER (Name and Address):

City of Bay St. Louis
598 Main Street
Bay St. Louis, MS 39520

BID

Bid Due Date: March 14, 2017

Description (Project Name— Include Location): Capital Improvements Drainage Project Phase 2

BOND

Bond Number: NA

Date: March 14, 2017

Penal sum Five Percent (5%) of the Amount Bid -- \$ 5%
(Words) (Figures)

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

BIDDER

Morreale Construction, LLC
Bidder's Name and Corporate Seal

(Seal)

SURETY

Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

(Seal)

By:

Signature

Brent Morreale

Print Name

owner

Title

Attest:

Christy Morreale

Signature Secretary

Title

By:

Signature (Attach Power of Attorney)

John B. Sneed

Print Name

Attorney-in-Fact, MS Resident Agent

Title

Marian Sherry

Signature Marian Sherry

Title Bond CSR

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

00800 BID BOND

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231109

Certificate No. 006901117

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

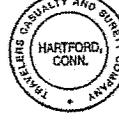
John B. Sneed of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Kathleen Scarborough, Dewey Brashier, Belinda Tubbs, Susan Skrmetta, Joseph Beattie of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., Sharon Tuten, and Cody Chew

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 15th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

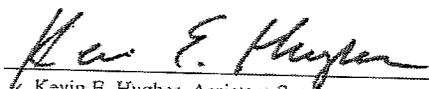
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



Item Number	Item Description	Quantity		Unit
01500 A	MOBILIZATION	1.00		LS
02500 A	ASPHALT SURFACE COURSE	250.00		Ton
02700 A	EARTHEN DITCH EXCAVATION	200.00		LF
02700 B	15" HDPE CULVERT	40.00		LF
02700 C	PLACEMENT OF 48" RCP	42.00		LF
02700 D	DEMO EXISTING CONCRETE	5.00		CY
02700 E	DEMO EXISTING CULVERTS (ALL SIZES/TYPES)	100.00		LF
02700 F	REMOVAL OF DEBRIS/RUBBLE	75.00		CY
02700 G	INSTALLATION OF LDRPL	1.00		LS
02700 H	INSTALLATION OF CONCRETE HEADWALL	5.00		CY
02700 I	PLACEMENT OF TOPSOIL	200.00		CY
02700 J	PLACEMENT OF BORROW MATERIAL	400.00		CY
02700 K	INSTALLATION OF CONCRETE BOX CULVERT	1.00		LS
TOTAL BASE BID				

ENGINEERS ESTIMATE		
Unit Price	Extension	
\$ 5,000.00	\$ 5,000.00	
\$ 120.00	\$ 30,000.00	
\$ 3.00	\$ 600.00	
\$ 20.00	\$ 800.00	
\$ 100.00	\$ 4,200.00	
\$ 25.00	\$ 125.00	
\$ 25.00	\$ 2,500.00	
\$ 30.00	\$ 2,250.00	
\$ 40,000.00	\$ 40,000.00	
\$ 300.00	\$ 1,500.00	
\$ 25.00	\$ 5,000.00	
\$ 12.00	\$ 4,800.00	
\$ 40,000.00	\$ 40,000.00	
		\$ 136,775.00

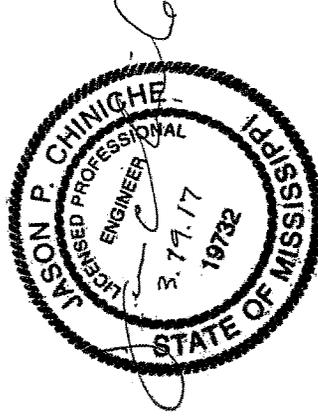
Morreale Construction LLC		
Unit Price	Extension	
\$ 30,000.00	\$ 30,000.00	
\$ 130.00	\$ 32,500.00	
\$ 20.00	\$ 4,000.00	
\$ 21.00	\$ 840.00	
\$ 222.00	\$ 9,990.00	
\$ 200.00	\$ 1,000.00	
\$ 15.00	\$ 1,500.00	
\$ 20.00	\$ 1,500.00	
\$ 56,000.00	\$ 56,000.00	
\$ 980.00	\$ 4,900.00	
\$ 25.00	\$ 5,000.00	
\$ 12.00	\$ 4,800.00	
\$ 29,900.00	\$ 29,900.00	
		\$ 181,930.00

Ferrill's Heavy Equipment		
Unit Price	Extension	
\$ 22,000.00	\$ 22,000.00	
\$ 108.00	\$ 27,000.00	
\$ 10.50	\$ 2,100.00	
\$ 44.00	\$ 1,760.00	
\$ 145.38	\$ 6,542.10	
\$ 45.00	\$ 225.00	
\$ 45.00	\$ 4,500.00	
\$ 15.65	\$ 1,173.75	
\$ 55,539.40	\$ 55,539.40	
\$ 975.00	\$ 4,875.00	
\$ 25.00	\$ 5,000.00	
\$ 13.25	\$ 5,300.00	
\$ 52,560.00	\$ 52,560.00	
		\$ 188,575.25

TCB Construction Co. Inc.		
Unit Price	Extension	
\$ 104,029.75	\$ 104,029.75	
\$ 166.68	\$ 41,670.00	
\$ 22.99	\$ 4,598.00	
\$ 35.08	\$ 1,403.20	
\$ 224.10	\$ 10,084.50	
\$ 344.85	\$ 1,724.25	
\$ 28.74	\$ 2,874.00	
\$ 59.77	\$ 4,482.75	
\$ 68,498.02	\$ 68,498.02	
\$ 1,264.45	\$ 6,322.25	
\$ 20.12	\$ 4,024.00	
\$ 16.09	\$ 6,435.00	
\$ 52,813.78	\$ 52,813.78	
		\$ 308,960.50

The undersigned confirms that all of the information in the bid tabulation is correct:

Jason Chinighe
Jason Chinighe, P.E.





CERTIFICATE OF LIABILITY INSURANCE

Fax: (228) 466-5519

DATE (MM/DD/YYYY)
03/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

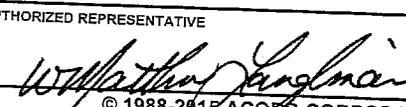
PRODUCER Beacon Insurance Services, Inc. 1009 Howard Avenue Biloxi, MS 39530 License #: 205172		CONTACT NAME: Jackie Rushing PHONE (A/C, No, Ext): (228)374-0067 FAX (A/C, No): (228)374-0068 E-MAIL ADDRESS: jackie@beaconins.biz	
INSURED Morreale Construction, LLC 723 Faith Street Waveland, MS 39576		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Specialty Insurance Company INSURER B: Hallmark Specialty Insurance INSURER C: National Union Fire Insurance Co of Pittsburgh INSURER D: Benchmark Insurance Companies INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00000000-1647889 REVISION NUMBER: 33

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	AGL006097-02	09/22/2016	09/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	A23400336-00	11/14/2016	11/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU080744702	09/26/2016	09/22/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Products \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC044-0037950-2016A	06/28/2016	06/28/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder and James J Chiniche PA Inc, its employees and all Sub-consultants are additional insured and a Waiver of Subrogation applies with regard to the General Liability, Auto Liab, and Umbrella when required by written contract. FORM CG2037 for Ongoing and Completed Ops has been issued in regard to this project. A Waiver of Subrogation in favor of the Certificate Holder and James J Chiniche PA Inc, its employees and all Sub-consultants applies in regard to the Work Comp.

CERTIFICATE HOLDER CITY OF BAY ST LOUIS 688 HWY 90 BAY ST LOUIS, MS 39520-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (JAR)
--	---

Bond # 106617961

00925 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Morreale Construction, LLC
(Name of Contractor)

723 Faith Street, Waveland, MS 39576
(Address of Contractor)

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

Travelers Casualty and Surety Company of America hereinafter called "SURETY",
(Name of Surety)

are held and firmly bound unto the City of Bay St. Louis hereinafter called
"OWNER" in the penal sum of

One Hundred Eighty One Thousand Nine Hundred Thirty & No/100 Dollars (\$ 181,930.00)

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 22nd day of March, 2017, a copy of which is hereto attached and made a part hereof for the construction of:
BSL Capital Improvements Drainage Phase 2

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the Original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER of all of outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

00925 PERFORMANCE BOND

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the 27th day of March, 2017.

ATTEST:

Christa Morreale

(Principal) Secretary

(SEAL)

Christa Morreale

Witness as to Principal

723 Faith St.

(Address)

Waveland, MS 39576

ATTEST:

(SEAL)

Mary C. Neal

Witness as to Surety

2909 13th St.

(Address)

Gulfport, MS 39501

Morreale Construction, LLC

(Principal)

By [Signature]

723 Faith Street

(Address)

Waveland, MS 39576

Travelers Casualty and Surety Company of America

(Surety)

By [Signature]

Attorney-in-Fact

John B. Sneed

One Tower Square

(Address)

Hartford, CT 06183

NOTE:

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

IMPORTANT:

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

END OF SECTION

Bond # 106617961

00950 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Morreale Construction, LLC
(Name of Contractor)

723 Faith Street, Waveland, MS 39576
(Address of Contractor)

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

Travelers Casualty and Surety Company of America hereinafter called "SURETY",
(Name of Surety)

are held and firmly bound unto the City of Bay St. Louis hereinafter called "OWNER" in the penal sum of

One Hundred Eighty One Thousand Nine Hundred Thirty & No/100 Dollars (\$181,930.00)

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 22nd day of March, 2017, a copy of which is hereto attached and made a part hereof for the construction of:
BSL Capital Improvements Drainage Phase 2

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

00950 PAYMENT BOND

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the 27th day of March, 2017.

ATTEST:

Christa Moneale
(Principal) Secretary

(SEAL)

Morreale Construction, LLC
(Principal)

By [Signature]

723 Faith Street
(Address)

Waveland, MS 39576

Christa Moneale
Witness as to Principal

723 Faith St.
(Address)

Waveland, MS 39576

ATTEST:
(SEAL)

Travelers Casualty and Surety Company of America
(Surety)

By [Signature]
Attorney-in-Fact

John B. Sneed

One Tower Square
(Address)

Hartford, CT 06183

[Signature]
Witness as to Surety

2909 13th St.
(Address)

Gulfport, MS 39501

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

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

END OF SECTION

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231109

Certificate No. 006901128

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Kathleen Scarborough, Dewey Brashier, Belinda Tubbs, Susan Skrmetta, Joseph Beattie of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., Sharon Tuten, and Cody Chew

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

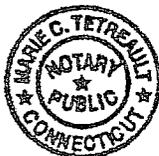


State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 15th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of March, 20 17.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

OFFICE OF THE MAYOR FOR THE CITY OF BAY ST LOUIS

688 Highway 90, P.O. Box 2550
Bay St. Louis, MS 39520
228-466-8951

TO: City Council for the City of Bay St Louis
FROM: Mayor Les Fillingame
RE: Veto of Minutes – February 7, 2017
DATE: March 9, 2017

RECEIVED
MAR 08 2017
BY: Oct ^{hand} det - Patrice
mtg 3-21-17

Pursuant to the statutory authority granted to the Mayor in the Mayor-Council form of government, I hereby veto the following specific portions of the minutes of February 7, 2017, page 13 Of 14 which were received in my office on February 22, 2017.

I veto the following:

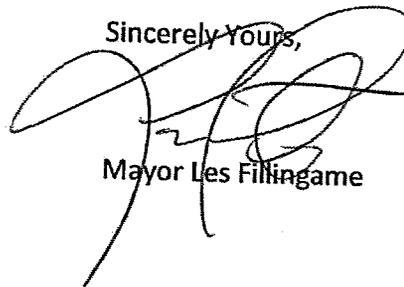
Motion to restore the improperly used DOJ funds by transferring from the Bay Saint Louis General Fund, as soon as the funds are available, the amount of \$299,968.54 to the Bay St Louis DOJ account for the sole benefit of the Bay Saint Louis Police Department. The Council will continue to pursue the bonds of the responsible parties with the help of the Mississippi Office of State Auditor and/or outside legal counsel to recover the funds: I veto the action of the City Council because there has been no credible determination of any responsible party; and, the recent opinion of the Office of the State Auditor (letter from Patrick Dendy dated February 21, 2017) suggests that they are not inclined to help or support any action. Furthermore, the letter states that "Any suggestion made in prior draft reports by OSA regarding repayment of funds is entirely inapplicable to current facts. In addition to being contained only in a draft report and subsequently removed for the final copy, the circumstances have changed to the point any inference drawn from the draft report regarding repayment of funds is invalid. Segregating the funds does not result in the city paying twice for any expenditures. OSA encourages the city's elected officials to

Exhibit "K"
March 21, 2017

continue to act in a manner that best represents the interests of the city's citizens." The Council's pursuit of a claim against the bonds of employees has been at great expense to the citizens for legal and audit fees that would have not otherwise been incurred.

If there are any questions, please feel free to contact the undersigned.

Sincerely Yours,

A handwritten signature in black ink, appearing to be 'Les Fillingame', written in a cursive style.

Mayor Les Fillingame



STATE OF MISSISSIPPI
OFFICE OF THE STATE AUDITOR
STACEY E. PICKERING
STATE AUDITOR

February 21, 2017

S. Trent Favre
Wise Carter
1105 30th Avenue
Suite 300
Gulfport, MS 39501

Dear Mr. Favre:

We answer the questions in the order presented in your correspondence dated January 30, 2017, regarding the City of Bay St. Louis, Equitable Sharing Program/DOJ fund. Further, the answers apply only to the facts as we currently understand them, and the advice is subject to change if the circumstances change. The Office of State Auditor (OSA) is not able to opine on whether the council should seek redress from the individuals involved in either the commingling of the funds or the funds' subsequent expenditure. Any decision to pursue funds through legal processes by the Council is their decision. The following information is intended only to provide the city with OSA's thoughts on the issues rather than legal advice to the Council. The Council should seek legal advice from an attorney licensed in the applicable jurisdiction. Further, OSA is unable to comment on the likelihood of success of any claims made against the bonding agency or the individuals involved.

1. The courts are the only entity which can make the determination conclusively as to whether a loss has occurred. As we understand the facts, the Department of Justice (DOJ) money, which was incorrectly commingled with the city's operating funds, was spent for a legitimate government purpose. In other words, once the money was commingled, no further violations of the law occurred. The money was not embezzled, stolen, or used for personal gain of any members of the city's government. An error, whether purposeful or accidental, has occurred. DOJ has not forced the city to pay any additional money due to the error.

The key issue is the difference between *impermissible* and *illegal*. The DOJ funds were spent on impermissible items. The funds were only to be spent for the benefit of the police department; however, the funds were spent on other proper governmental functions. The expenditure was impermissible based on the terms set forth in the grant. Because the funds were spent on a proper governmental purpose, the expenditures are not viewed by OSA as illegal, but only a court can make that determination.

As an analogy, if an individual has money in an account separate from his general banking account and the separate account is to be used exclusively for mortgage payments but he transfers the mortgage account money into the general banking account, the total amount of money remains unchanged. If the individual then spends the money from the now-consolidated account on

groceries but later replaces the full amount in the mortgage account, no financial loss has occurred even if the replacement funds for the mortgage account are deposited from the individual's next paycheck. Effectively, the individual took a loan from the mortgage account to pay for groceries. The individual did not pay for either the mortgage or groceries twice. If the individual transferred the money into the now-consolidated account and money were stolen, a loss would have occurred. There is no evidence of any theft or wrongdoing, other than commingling, in the case of DOJ funds.

2. Our understanding of the facts surrounding the DOJ grant is that DOJ has allowed the city to segregate the money rather than repay the money. Consequently, this question is moot.
3. We are unable to speak to the specifics of the DOJ grant, but the decision to pay the money back via a decision to not segregate the necessary money would be the prerogative of the council. Using the money on an impermissible purchase probably does not result in a loss to the city. Our understanding of the situation is the city was allotted roughly \$300,000 to pay for items for its police department. Instead, the city bought other legitimate government items. The city, then, effectively took a loan from the federal government to pay for the other legitimate government items. Repaying the money results in the city using its own funds to pay for the other legitimate government items already purchased via federal dollars. Alternatively, the situation could be viewed as the city returning the grant to the federal government.

Using the prior analogy, if the individual who commingled his mortgage and general expenses account receives a large check, which he uses to pay for living expenses, no loss has occurred if the individual repays the entity that issued the check. No loss has occurred because he still received the benefit of the living expenses, despite using his subsequent paycheck to make the entity which issued the check whole.

4. See the response to question two.

OSA is unable to comment definitively on whether a loss has occurred or if a recovery is possible. Any suggestion made in prior draft reports by OSA regarding repayment of funds is entirely inapplicable to the current facts. In addition to being contained only in a draft report and subsequently removed for the final copy, the circumstances have changed to the point any inference drawn from the draft report regarding repayment of funds is invalid. Segregating the funds does not result in the city paying twice for any expenditures. OSA encourages the city's elected officials to continue to act in a manner that best represents the interests of the city's citizens.

Sincerely,



Patrick Dendy
Deputy State Auditor

City Council Meeting
Exhibit List – March 21, 2017

1. Exhibit "A": Executed Contracts with RJ Young for copiers for Police Department,
Administration, Fire Department and Court Department with executed Bay Saint
Louis Contract Addendum
2. Exhibit "B": Oaths of Office for Dana Feuerstein and Dolly Gonzales, both dated March 17, 2017
3. Exhibit "C": Executed Business Facilities Agreement for CATV Mediacom Online Services and
Mediacom Business Phone with executed Bay Saint Louis Contract addendum
4. Exhibit "D": Executed Election Systems & Software contract and executed Contract Addendum
5. Exhibit "E": Cash Balances dated March 21, 2017 in the amount of \$4,898,986.06
6. Exhibit "F": Certification Letter dated March 21, 2017 for Docket of Claims #16-040 in the
Amount of \$1,358,979.43
7. Exhibit "G": Payroll dated March 15, 2017, in the amount of \$155,144.83
8. Exhibit "H": Docket of Claims #16-040 dated March 21, 2017 in the amount of \$1,358,979.43
9. Exhibit "I": Executed Morreale bid, executed Contract and executed Bay Saint Louis Contract
Addendum for Phase 2 Drainage Project
10. Exhibit "J": Executed Substantial Completion Form dated November 9, 2016 for Phase 1
Paving Project
11. Exhibit "K": Veto of Minutes – February 7, 2017
12. Exhibit "L": Mississippi Office of State Auditor letter, dated February 21, 2017
13. Exhibit "M": Exhibit List dated March 21, 2017
14. Exhibit "N": _____
15. Exhibit "O": _____
16. Exhibit "P": _____
17. Exhibit "Q": _____